# City of Lubbock, Texas
## Regular City Council Meeting
## April 14, 2026

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

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

http://www.mylubbock.us

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

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

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

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

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

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**12:30 p.m. - City Council convenes in City Council Chambers and immediately recesses into Executive Session.**

1. **Executive Session**

1. 1. Hold an executive session in accordance with 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 22 - City Code of Ordinances

1. 1. 2. Cause No. 07-26-00168-CV, Seventh District Court of Appeals

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. Chapter 22 - City Code of Ordinances

1. 3. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Lake Alan Henry Board of Appeals and the Zoning Board of Adjustment.

1. 4. Hold an executive session in accordance with Texas Government Code 551.0761 to discuss and take action on measures to protect a critical infrastructure facility.

1. 4. 1. Software related to Critical Infrastructure

**Adjourn from Executive Session**

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

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

2. 1. Preview City Website

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

3. **Ceremonial Items**

3. 1. Invocation

3. 2. Pledges of Allegiance

**Call to Order**

4. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on April 14, 2026. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

5. **Minutes**

5. 1. March 4, 2026 Special City Council Meeting - State of the City
March 10, 2026 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 2026-O0034, Amendment 18, respecting the Airport Capital Projects Fund and Passenger Facility Charge Fund in connection with Capital Improvement Project 92911, to Replace the Aircraft Rescue and Firefighting vehicle at the Lubbock Preston Smith International Airport; and further to establish Capital Improvement Project 92956 for the West General Aviation Ramp Rehabilitation.

6. 1. 1. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Purchase Order 25102096, with Siddons - Martin Emergency Group, LLC, for a replacement Aircraft Rescue and Fire Fighting Vehicle at Lubbock Preston Smith International Airport.

6. 1. 2. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Work Order No. 003 to Contract 18761, with RS&H, Inc., for professional architectural/engineering services, for the LBB West General Aviation Apron Rehabilitation - Preliminary Engineer's Report, Design, and Bidding Services at Lubbock Preston Smith International Airport.

6. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2026-O0035, Amendment 19, respecting the Traffic Capital Projects Fund to establish Capital Improvement Project 8714, 13th Street & Slide Road Intersection Traffic Signals.

6. 2. 1. **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. 3. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2026-O0036, Amendment 20, respecting the Abandoned Vehicle Fund.

6. 4. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2026-O0037, Amendment 21, amending the FY 2025-26 Budget for Municipal Purposes, respecting the Lubbock Power and Light Operating and Capital Fund related to establishing Capital Improvement Project 92955, Feeder Optimization, and appropriating funding; and increase miscellaneous revenue in Fund 211.

6. 5. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 22, amending the FY 2025-26 Budget for Municipal Purposes respecting the Streets Capital Project Fund and Impact Fee Streets Zone E Fund, in connection with Certificate of Obligation Funding for 114th Street: Quaker Avenue to Indiana Avenue, and 82nd Street and Martin Luther King Boulevard-22B

6. 6. **Resolution - Risk Management:** Consider a resolution authorizing the Mayor to execute, for and on behalf of the City of Lubbock, a Compromise Settlement Agreement and Release of All Claims, in a lawsuit involving a motor vehicle collision, by and between the City of Lubbock and Meghan Watson (Cause No. CC-2025-CV-0750).

6. 7. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2026-O0038, abandoning and closing a portion of an alley located within the J.J. Dillard Addition in Section 7, Block B, Lubbock County, Texas, between Avenue A and Avenue B, immediately north of 30th Street.

6. 8. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance, and related documents, abandoning and closing a portion of a drainage easement located in Tracts F & H2, of the Commons South Addition, in Section 22, Block E2, Lubbock County, Texas, north of 122nd Street and east of Quaker Avenue.

6. 9. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement, by and between the City of Lubbock and Trinity Fellowship Church of Lubbock, for the purchase of right-of-way real property located in Section 23, Block AK, Lubbock County, Texas (Parcel 4), located at the southwest corner of Upland Avenue and 103rd Street, to be utilized for the 2024 Street Bond Project.

6. 10. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Change Order No. 1 to Contract No. 19137, and related documents, by and between the City of Lubbock and West Texas Paving, Inc., for updates to roadway lighting, pavement, curb ramps, sidewalks, utility layouts, valve locations, and related plans, profile, and quantity information.

6. 11. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute for and on behalf of the City of Lubbock, Amendment No. 2 to that certain Professional Services Agreement (Resolution No. 2025-R0062, Contract 18659) for services in connection with the Lake 7 - Permit Application and Pre-National Environmental Policy Act Documentation, by and between the City of Lubbock and HDR Engineering, Inc., to expand the scope of services to include conducting additional analysis and resource documentation and expedite the development of a draft Environmental Assessment, and related documents.

6. 12. **Resolution - Water Utilities:** Consider a resolution authorizing the Mayor to execute Service Contract 19332, with Polydyne, Inc., for the purchase of Liquid Polymer for Sludge Handling at the Southeast Water Reclamation Plant.

6. 13. **Resolution - Water Utilities:** Consider a resolution authorizing the Mayor to execute Service Contract 19322, with Oliphint Enterprises, LLC, for Pest Control Services at the Southeast Water Reclamation Plant and the Northwest Water Reclamation Plant.

6. 14. **Resolution - Water Utilities:** Consider a resolution authorizing the Mayor to execute Purchase Order 23106179, with Diamond D Irrigation and Ag. LLC., for pivot irrigation systems at the Lubbock Land Application Site and the Hancock Land Application Site.

6. 15. **Resolution - Water Utilities:** Consider a resolution authorizing the Mayor to execute Contract 19282 with Ferguson Waterworks, for solid-state ultrasonic water meters, and Contract 19562 with Metron Farnier, LLC., for advanced fire hydrant meters.

6. 16. **Ordinance 1st Reading - Public Works Traffic Operations**: Consider an ordinance amending Section 20.05.102 of the City of Lubbock Code of Ordinances, with regard to the establishment of speed limits, to change the speed limits on the Loop 88 Main Lanes and Frontage Roads; Indiana Avenue, from 114th Street to 135th Street; and Quaker Avenue from 102nd Street to 140th Street.

6. 17. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute a Medicaid Administrative Claiming Services Agreement, Sole Source Contract 19484, and all related documents, by and between the City of Lubbock and JBI, Ltd., for services related to claim submission, compliance monitoring, and other services related to activities of the Lubbock Public Health Department, which may be eligible for Federal Financial Participation.

6. 18. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Contract 19436, with JSM Airport Services, LLC, for Operations and Maintenance of the Baggage Handling System at Lubbock Preston Smith International Airport.

6. 19. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute an Interlocal Agreement, Contract 19464, by and between the City of Lubbock and Dallas Area Rapid Transit, for a GoPass Subscription and License for a mobile ticketing application for Citibus.

6. 20. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Geary Law, PC, located at 601 Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

6. 21. **Resolution - Business Development:** Consider a resolution making findings that the Centerpointe Public Improvement District meets the requirements of Chapter 372 of the Texas Local Government Code; accepting the Centerpointe PID Petition, which covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded on the east by North Avenue U, on the south by Drake Street, on the west by North University, and on the north by Georgetown Street; and calling for a public hearing to receive public comment on the formation of a public improvement district in the area depicted and described.

6. 22. **Resolution - Parks and Recreation:** Consider a resolution ratifying the procurement of emergency repair services related to the dock and boat slips located at the Sam Wahl Recreational Area at Lake Alan Henry and authorizing the Mayor to execute Public Works Contract 19564, by and between the City of Lubbock and Dependable Docks, LLC.

6. 23. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute Contract 19483, with Leisure Pool and Spa Supply Inc., for the supply of water treatment chemicals for the three public splash pads.

6. 24. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 10029305, under GSA Contract 47QTCA19D00CF, and related documents, with Kahua, Inc., for a Project Management Information System.

6. 25. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33002101, with SHI Government Solutions, for Cloud Platform.

6. 26. **Resolution - Police:** Consider a resolution rejecting any and all bids received for the Uniforms for Police, per ITB 26-19182-YB, and that no contract be entered into pursuant to said invitation to bid.

6. 27. **Resolution - City Manager:** Consider a resolution suspending the effective date (April 21, 2026) of the proposed rate increase for Atmos Energy, approving the City's participation in the alliance of Atmos Texas Municipalities and retaining the law firm of Herrera Law & Associates to represent the City's interest in matters related to Atmos Energy's rate case before the City and Atmos Energy's application at the Railroad Commission of Texas; intervene in the proceedings at the Railroad Commission; and in appeals should such proceedings develop. A ninety-day suspension of the proposed rates will allow City staff and outside counsel to review and negotiate the requested rate increase.

6. 28. **Ordinance 2nd Reading - Planning (District 2):** Consider Ordinance No. 2026-O0039, for Zone Case 774-D, a request of UN2 Corporation, for a zone change from Light Industrial District (LI) to Heavy Commercial District (HC), at 1129 Southeast Loop 289, located north of Southeast Loop 289 and southwest of East Slaton Road, Plan-Ex No.1 Addition, Lot 6, City of Lubbock, Lubbock County, Texas.

6. 29. **Ordinance 2nd Reading - Planning (District 3):** Consider Ordinance No. 2026-O0040, for Zone Case 3542, a request for zone changes in **City Council District 3** from Low Density Single-Family District (SF-2), High Density Residential District (HDR), Neighborhood Commercial District (NC), and Heavy Commercial (HC) to Office District (OF) and Auto-Urban Commercial District (AC), at **4321 Marsha Sharp Freeway**, Lots 1-2, Dyer Addition and Lot 4, Block 4, less the right-of-way, Jarrott Addition, **4302 22nd Place**, Lot 3, Block 4, John W Jarrott Addition, **4301 Marsha Sharp Freeway**, Lots 1, 2, and 5, Block 4, John W Jarrott Addition, **4110 22nd Place**, Lots 1-2, Block 6, John W Jarrott Addition, **4120 22nd Place**, Lot 4, Block 6, John W Jarrott Addition, **4122 22nd Place**, Lot 3, Block 6, John W Jarrott Addition, **4119 Marsha Sharp Freeway**, Lot 3, Cope Addition, **4115 Marsha Sharp Freeway**, Lot 2-A, Cope Addition, **4105 Marsha Sharp Freeway**, Lots 1-B-1 and 1-C, less the right-of-way, Cope Addition, **4105 19th Street**, Lot 5, less the right-of-way, Ashley Addition, **4009 19th Street**, Lots 1-A and 2, less the right-of-way, Ted Quan Addition, **4001 19th Street**, north part of Lot 3, Charles Addition, **1914 Nashville Avenue**, the south 171.6 feet of Lot 3, Charles Addition, **2006 Nashville Avenue**, Lot 1-B, Ted Quan Addition, **3901 19th Street**, Tract A, J O Smith Addition, **3723 19th Street**, Lot 6, less 381 square feet and the northwest part of Lot 5 and 645 square feet of closed 19th Street, Block 1, Murphy Place Addition, **3703 19th Street**, Lots 1-4 and Lot 5, less the northwest part, Block 1, Murphy Place Addition, **3704 20th Street**, Lots 7-14, Block 1, Murphy Place Addition, **3802 and 3804 21st Street**, Lots 5-8, Units 1-5, Building B, Block 2, Reeder Addition, **3801, 3809, and 3815 21st Street**, Lots 1-8, Block 1, Jim Floyd Addition, **4001 and 4003 21st Street**, Lots 1-2 and 759.375 square foot strip out of Block B, Section 15, Block 1, Agnew-Kendrick Addition, **3802 22nd Street**, Lots 10-14, Block 1, Jim Floyd Addition, **4002 22nd Street**, Lot 17, Block 1, Agnew-Kendrick Addition, **2107 Oxford Avenue and 4010 22nd Street**, Lots 9-16, Block 1, Agnew-Kendrick Addition, **2201 Oxford Avenue**, Tracts B-1 and C, Williams Addition, **4002 and 4014 22nd Place**, Tracts B-2 and A, Williams Addition, **4417 50th Street**, Lots 1-B and 1-C, Block 1, Sylvan Dell Heights Addition, and **4501 50th Street**, Lot 8-A, Block 8, Sylvan Dell Heights Addition.

6. 30. **Ordinance 2nd Reading - Planning (District 4):** Consider Ordinance No. 2026-O0041 for Zone Case 3553, a request of Parkhill for Baxter Trusts, for a zone change from Low Density Single-Family District (SF-2), Medium Density Residential District (MDR), Neighborhood Commercial District (NC), and Auto-Urban Commercial District (AC) to Low Density Single-Family District (SF-2) and Auto-Urban Commercial District (AC), generally located west of Indiana Avenue and south of 114th Street, on 20.26 acres of unplatted land out of Block E-2, Section 22.

6. 31. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2026-O0042, pursuant to Chapter 43 of the Texas Local Government Code, for a request for annexation from Krich Real Estate Holdings, LLC and Richardson Real Estate, LLC, to annex property located south of 130th Street (Loop 88) and west of Frankford Avenue, containing approximately 3.355 acres, out of Section 9, Block AK, Lubbock County, Texas, and commonly identified by the Lubbock Central Appraisal District Reference Numbers R119776, R314702, and R159896.

7. **Regular Agenda**

7. 1. **Board Appointments - City Secretary:** Consider appointments to the Animal Services Advisory Board, Audit & Investment Committee, Board of Health, Capital Improvements Advisory Committee, Civic Lubbock, Inc. Board of Directors, Keep Lubbock Beautiful Advisory Committee, Lake Alan Henry Board of Appeals, Libraries Board, Park and Recreation Board, Public Transit Advisory Board, StarCare Board of Trustees, Veterans Advisory Committee, and the Zoning Board of Adjustment.

**AI# 14211**
**Regular City Council Meeting** **1. 3.**
**04/14/2026:**

## Information

### Agenda Item

Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Lake Alan Henry Board of Appeals and the Zoning Board of Adjustment.

### Item Summary

Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Lake Alan Henry Board of Appeals and the Zoning Board of Adjustment.

### Fiscal Impact

None

### Staff/Board Recommending

Courtney Paz, City Secretary

## Attachments

*No file(s) attached.*

**AI# 14228**
**Regular City Council Meeting** **5. 1.**
**04/14/2026:**

## Information

### Agenda Item

March 4, 2026 Special City Council Meeting - State of the City
March 10, 2026 Regular City Council Meeting

### Item Summary

March 4, 2026 Special City Council Meeting - State of the City
March 10, 2026 Regular City Council Meeting

### Fiscal Impact

None

### Staff/Board Recommending

Courtney Paz, City Secretary

## Attachments

3.4.2026 S State of the City
3.10.2026

# CITY OF LUBBOCK
# SPECIAL CITY COUNCIL MEETING
# March 4, 2026
# 11:00 A.M.

**The City Council of the City of Lubbock, Texas met in special session on the 4th of March, 2026, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 11:00 a.m.**

**11:53 A.M. CITY COUNCIL CONVENED**
**City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas**

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

Absent: Council Member David Glasheen

*Note: City Council addressed agenda items in the following order:*
- *1.1*

## 1. REGULAR SESSION

**1. 1.** State of the City Address and Panel Discussion - concerning the Lubbock economy, economic development, employment, core services, including but not limited to: utilities (water, wastewater, and electricity), development and redevelopment, public safety, crime, streets and transportation, community services, facilities, infrastructure, parks and recreation, and other modes of delivery of governmental services; budgetary matters, and the operations, communications, programs, and personnel of the City of Lubbock. No action will be taken by the Lubbock City Council.

Mayor Mark McBrayer introduced invocation speaker Reverend Paul Carpenter.

Reverend Paul Carpenter, First Christian Church of Lubbock, led the invocation.

Wendell Burris, president of the Lubbock Apartment Association, gave opening remarks and welcomed those in attendance.

The Lubbock Police Department and Lubbock Fire Rescue Honor Guard presented the colors; the pledges of allegiance, to the United States and Texas Flags were led by Sarah Weede; and Toby and Jason Burt, with BurtBoys806, performed the national anthem.

Mayor McBrayer delivered the 44th Annual State of the City Address and presented a Spirit of Lubbock award to Rose Wilson.

**12:53 P.M. CITY COUNCIL ADJOURNED**

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

The March 4, 2026 Special City Council Meeting minutes were approved by the City Council on the 14th day of April, 2026.

_____
MARK W. McBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

# CITY OF LUBBOCK
# REGULAR CITY COUNCIL MEETING
# March 10, 2026
# 1:00 P. M.

**The City Council of the City of Lubbock, Texas met in regular session on the 10th of March, 2026, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 1:00 p.m.**

**1:03 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; 1.2.1; 2.1-2.2; Citizen Comments 3; 4.1; 5.1-5.34; and 6.1-6.4.*
- *Item No. 6.5 was deleted.*

**1. Executive Session**

**The meeting recessed at 1:04 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 2:22 p.m., and the meeting was called to order at 2:27 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.** 5812 and 5814 Venita Avenue

**1. 1. 2.** Claim related to City of Lubbock Code of Ordinances Chapter 41/Texas Local Government Code Chapter 395 - Impact Fees

**1. 2.** Hold an executive session in accordance with Texas Government Code 551.0761 to discuss and take action on measures to protect a critical infrastructure facility.

**1. 2. 1.** Cyber insurance coverage from Crum & Forster Insurance Company

- Resolution No. 2026-R0086 related to Cyber insurance coverage from Crum & Forster Insurance Company.

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

City Council reconvened at 2:22 p.m.

**2. Ceremonial Items**

**2. 1.** Invocation

Pastor Larry L. Polk, New Hope Missionary Baptist Church, led the invocation.

**2. 2.** Pledges of Allegiance

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

**Call to Order**

**3. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on March 10, 2026. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

**No one appeared to speak.**

**4. Minutes**

**4. 1.** February 10, 2026 Regular City Council Meeting

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve the February 10, 2026 Regular City Council Meeting minutes.

**Vote:** 7 - 0 Motion carried

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

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve items 5.1-5.34.

**Vote:** 7 - 0 Motion carried

**5. 1.** **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2026-O0020, Amendment 15, respecting the Airport Fund and Airport Capital Project Fund, to replace funding sources for Capital Improvement Project 92722, Extend Taxiway L.

**5. 2.** **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2026-O0021, Amendment 16, respecting the FY 2025-26 Budget, in connection with the Exhibit E – Non-Civil Service Pay Plan.

**5. 3.** **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2026-O0030, Amendment 17, respecting the Information Technology Fund in connection with Cost Center 3410, Information Technology, for the replacement of end-user computing equipment and Phase II of the network infrastructure refresh; providing for filing; and providing for a savings clause.

**5. 4.** **Resolution - Risk Management:** Resolution No. 2026-R0087 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, airport and non-owned aircraft liability insurance coverage from CHUBB - ACE property and Casualty Insurance Company, for which the total premium amount shall not exceed $36,761.00.

**5. 5.** **Resolution - Risk Management:** Resolution No. 2026-R0088 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, unmanned aircraft hull and liability coverage from Global Aerospace, for which the total premium amount shall not exceed $35,398.62.

**5. 6.** **Resolution - Risk Management:** Resolution No. 2026-R0089 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, inland marine insurance coverage from Travelers Lloyd’s Insurance Company, for which the total premium amount shall not exceed $21,659.00.

**5. 7.** **Resolution - Risk Management:** Resolution No. 2026-R0090 authorizing and directing the City Manager to purchase, for and on behalf of Lubbock Power and Light, the City’s municipal electric utility, property insurance coverage to include terrorism and sabotage with the insurer AEGIS and Lloyd's Syndicate LIB4472, for which the total premium amount shall not exceed a rate of $0.00270 per $100.

**5. 8.** **Resolution - Risk Management:** Resolution No. 2026-R0091 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, Medical Professional Liability coverage from Landmark Insurance Company, for which the total premium amount shall not exceed $16,681.00.

**5. 9.** **Resolution - Risk Management:** Resolution No. 2026-R0092 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, package liability insurance coverage from Obsidian Specialty Insurance Company, for which the total premium amount shall not exceed $1,206,497.23.

**5. 10.** **Resolution - Risk Management:** Resolution No. 2026-R0093 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, excess liability insurance coverage from Upland Specialty Insurance Company, for which the total premium amount shall not exceed $745,413.38.

**5. 11.** **Resolution - Risk Management:** Resolution No. 2026-R0094 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, property insurance to include boiler & machinery and terrorism coverage with StarStone Specialty Insurance, Navigators, Zurich, Risksmith, Harleysville Insurance Company of New York, AXA XL, RSUI, Arch, Sompo, Intact, Ethos, Mitsui Sumitomo Insurance Company of America, Landmark American Insurance Company, Sutton Specialty Insurance Company, Lexington Insurance Company, Arch Specialty Insurance Company, Palms Specialty Insurance Company, Markel/Evanston Insurance Company, Kinsale Insurance Company, AXIS Surplus Insurance Company, James River Insurance Company, Texas Insurance Company and Trisura Specialty Insurance Company, Liberty Mutual Insurance Company, and Hiscox/Underwriter's at Lloyd's for which the total premium amount shall not exceed a rate of $0.31390 per $100 of valuation.

**5. 12.** **Resolution - Risk Management:** Resolution No. 2026-R0095 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, pipeline liability insurance coverage from Federal Insurance Company, for which the total premium amount shall not exceed $5,150.00.

**5. 13.** **Resolution - Risk Management:** Resolution No. 2026-R0096 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, property insurance by and between the City of Lubbock and HDI Global Specialty, Princeton Excess & Surplus Lines Insurance and Underwriters at Lloyds, London/Hiscox, in the amount of $50,000,000 insurance coverage to include terrorism for Montford Dam, for which the total premium amount shall not exceed $277,403.63.

**5. 14.** **Resolution - Risk Management:** Resolution No. 2026-R0097 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, excess workers' compensation coverage from Midwest Employer's Casualty Company, for which the total premium amount shall not exceed $294,193.29.

**5. 15.** **Resolution - Risk Management:** Resolution No. 2026-R0098 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, crime insurance coverage from Travelers Casualty & Surety Company of America, for which the total premium amount shall not exceed $7,626.00.

**5. 16.** **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2026-O0022, abandoning and closing a portion of an Access Easement, located in Tract B of High Point Village Addition, in Section 12, Block JS, Lubbock County, Texas, on the south side of Kent Street, east of north Frankford Avenue, and west of north County Road 1700.

**5. 17.** **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2026-O0023, abandoning and closing a Transformer Pad Easement, located within Tract A, of Metric Addition within Section 44, Block AK, Lubbock County, Texas, on the east side of Iola Avenue, south of 29th Street, north of 32nd Street, and west of West End Tract A.

**5. 18.** **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2026-O0024, abandoning and closing an Access Easement, Drainage Easement, Emergency Access Easement, and Underground Utility Easement, and all related documents, located within Tract A-2-D, of Halle Addition in Section 29, Block AK, Lubbock County, Texas, on the south side of 79th Street, between Kirby Avenue and Kewanee Avenue.

**5. 19.** **Resolution - Right-of-Way:** Resolution No. 2026-R0099 authorizing the Mayor to execute a Memorandum of Agreement, by and between the City of Lubbock and Danny Harold Anderson, Jr., and Michelle Renee Anderson, for the purchase of a 0.0517-acre parcel located in Section 42, Block AK, Lubbock County, Texas (Parcel 54), located on the west side of Upland Avenue, south of 30th Street, north of 34th Street, to be utilized for the 2022 Street Bond Project.

**5. 20.** **Resolution - Right-of-Way:** Resolution No. 2026-R0100 authorizing the Mayor to execute a Memorandum of Agreement, and related documents, by and between the City of Lubbock and Alfredo Lomeli, and Prisma Brito-Deanda, for the purchase of a 0.176 acres of land located in Section 34, Abstract No. 243, located at 7528 66th Street, Lubbock County, Texas (Parcel 09), to be utilized for the 2022 Street Bond Project.

**5. 21.** **Resolution - Right-of-Way:** Resolution No. 2026-R0101 authorizing the Mayor to execute a Memorandum of Agreement, and related documents, by and between the City of Lubbock and Kathy Reid, for the purchase of 0.260 acres of land located in Section 34, Abstract No. 243, at 7612 66th Street, Lubbock County, Texas (Parcel 07), to be utilized for the 2022 Street Bond Project.

**5. 22.** **Resolution - Right-of-Way:** Resolution No. 2026-R0102 authorizing the Mayor to execute a Memorandum of Agreement, and related documents, by and between the City of Lubbock and Ramiro Alvidrez-Nava, for right-of-way real property located in Lot 2 and the east 66 feet of Lot 4, Block12 of the Trigg Heights Addition, located in Section 6, Block E of the G.C. & S.F. R.R. Co. Survey, Lubbock County, Texas, to be utilized for the 2022 Street Bond Project.

**5. 23.** **Resolution - Engineering:** Resolution No. 2026-R0103 authorizing the Mayor to execute Contract 19405, with Lubbock Land Investments VI, LP, for sewer up-sizing for a new development, north of 4th Street and east of Upland Avenue.

**5. 24.** **Resolution - Engineering:** Resolution No. 2026-R0104 authorizing the Mayor to execute a Memorandum of Agreement, Contract 19174, and related documents, by and between the City of Lubbock and South Plains Electric Cooperative, Inc., to adjust, remove, and/or relocate certain utility infrastructure, in connection with roadway improvements to Upland Avenue, from 4th Street to 19th Street, to be utilized for the 2022 Street Bond Project.

**5. 25.** **Resolution - Public Transit Services:** Resolution No. 2026-R0105 authorizing the Mayor to execute a Bus Stop Agreement, and related documents, by and between Greyhound Lines, Inc, FlixBus, Inc, and the City of Lubbock, concerning the use by Greyhound of Citibus and City of Lubbock facilities, for scheduled bus stop along existing bus routes.

**5. 26.** **Resolution - Business Development:** Resolution No. 2026-R0106 authorizing the Mayor to execute an Interlocal Agreement, by and between the City of Lubbock and the Lubbock Central Appraisal District, for the collection of assessments levied on property within the Highland Oaks Public Improvement District.

**5. 27.** **Resolution - Business Development:** Resolution No. 2026-R0107 authorizing the Mayor to execute a Naming Rights Agreement, by and between the City of Lubbock and the Pickering Family Foundation, for exclusive naming rights for Pickering Park, to be located at 1301 Broadway in Lubbock, Texas.

**5. 28.** **Resolution - Police:** Resolution No. 2026-R0108 authorizing the Mayor of the City of Lubbock to execute a Memorandum of Understanding, and all related documents, by and between the City of Lubbock and South Plains College, establishing a cooperative framework, for Law Enforcement Services upon request, on Lubbock campuses of South Plains College.

**5. 29.** **Resolution - Lubbock Fire Rescue:** Resolution No. 2026-R0109 authorizing the Mayor to execute an inter-local agreement, by and between the City of Lubbock and the Dallas Fort Worth International Airport Department of Public Safety, for the training of personnel on the application of the Fluorine-Free Foams suppression agent.

**5. 30.** **Ordinance 2nd Reading - Planning (District 1):** Ordinance No. 2026-O0025, for Zone Case 3552, a request of Hugo Reed and Associates, Inc. for Lubbock Economic Development Alliance, for a zone change from Low Density Single-Family (SF-2) to General Industrial District (GI), at 1201 Drew Street, 1102 Keuka Street, 9202 North Avenue P, and 10511, 11601, and 11701 North Ash Avenue, generally located south of Drew Street and east of Avenue P, on 388.3 acres of unplatted land out of Block D, Sections 38 and 39, and Block A, Section 35.

**5. 31.** **Ordinance 2nd Reading - Planning (District 2):** Ordinance No. 2026-O0026, for Zone Case 3541, a request of City of Lubbock, for zone changes in City Council District 2, from Low Density Single-Family District (SF-2), Medium Density Residential District (MDR), High Density Residential District (HDR), Neighborhood Commercial District (NC), Heavy Commercial District (HC), Light Industrial District (LI), and General Industrial District (GI) to Low Density Single-Family District (SF-2), Office District (OF), Neighborhood Commercial District (NC), Auto-Urban Commercial District (AC), and Light Industrial District (LI), at **102 Linden Avenue**, Lots 11, 12, 16, and 17, Block 11 and Lot 5, Block 13, and part of Block 15, Morning View Addition, **3520 Idalou Road**, 1.78 acres of unplatted land out of Block A, Section 3, **3518 Idalou Road**, 0.376 acres of unplatted land out of Block A, Section 3, **3516 Idalou Road**, 4 acres of unplatted land out of Block A, Section 3, **3514 Idalou Road**, 0.98 acres of unplatted land out of Block A, Section 3, **3512 Idalou Road**, Lot 1, R Z Abell Addition, **3510 Idalou Road**, 9.1 acres of unplatted land out of Block A, Section 3, **1734 East 34th Street**, Lot 1, Block 1, Phyllis Wheatley Addition, **1904 East 35th Street**, Lot 2, Block 1, Phyllis Wheatley Addition, **3401, 3403, 3405, 3407, and 3417 Railroad Avenue**, Lots 11-15, Block 1, Phyllis Wheatley Addition, **3502, 3504,**

**3506, 3508, 3510, 3512, 3514, and 3516 Teak Avenue**, Lots 3-10, Block 1, Phyllis Wheatley Addition, **3501, 3505, 3507, 3509, 3511, 3513, 3515, 3517, and 3519 Teak Avenue**, Lots 1-10, Block 2, Phyllis Wheatley Addition, **3502, 3504, 3506, 3508, 3510, 3512, 3514, and 3516 Ute Avenue**, Lots 11-18, Block 2, Phyllis Wheatley Addition, **3501, 3503, 3505, 3507, 3509, 3511, and 3513 Ute Avenue**, Lots 1-7, Block 3, Phyllis Wheatley Addition, **3502, 3504, 3506, 3508, 3510, and 3512 Vanda Avenue**, Lots 8-13, Block 3, Phyllis Wheatley Addition, **3501, 3503, 3505, 3507, and 3509 Vanda Avenue**, Lots 1-5, Block 4, Phyllis Wheatley Addition, **3502, 3504, 3506, and 3508 Walnut Avenue**, Lots 6-9, Block 4, Phyllis Wheatley Addition, **3601 Railroad Avenue**, Lots 1, Block 5, Phyllis Wheatley Addition, **3602, 3604, 3606, 3608, and 3610 Ute Avenue**, Lots 2-7, Block 5, Phyllis Wheatley Addition, **3601, 3603, 3605, 3607, 3609, 3611, 3613, and 3615 Ute Avenue**, Lots 1-8, Block 6, Phyllis Wheatley Addition, **3602, 3604, 3606, 3608, 3610, 3612, 3614, and 3616 Vanda Avenue**, Lots 9-16, Block 6, Phyllis Wheatley Addition, **3601, 3603, 3605, 3607, 3609, 3613, 3615, and 3617 Vanda Avenue**, Lots 1-8, Block 7, Phyllis Wheatley Addition, **3602, 3604, 3606, 3608, 3612, and 3614, Walnut Avenue**, Lots 11-16, Block 7 Phyllis Wheatley Addition, **2211 East 37th Street and 3616 and 3618 Walnut Avenue**, Lots 9-10, Block 7, Phyllis Wheatley Addition, **3501, 3503, 3601, 3603, 3605, 3607, 3609, 3611, 3613, and 3615 Walnut Avenue**, Lots 1-11, Block 8 Phyllis Wheatley Addition, **3604, 3606, 3608, 3610, 3612, 3614, 3616, and 3618 Yucca Avenue**, Lots 12-19, Block 8, Phyllis Wheatley Addition, **2408 East 35th Street and 3602 Yucca Avenue**, Lots 20-A and 20-B, Block 8, Phyllis Wheatley Addition, **3601, 3603, 3605, 3607, 3609, 3611, 3613, and 3615 Yucca Avenue**, Lots 1-8, Block 9, Phyllis Wheatley Addition, **2615 East 35th Street and 3604, 3606, 3608, 3612, and 3614 Zenith Avenue**, Lots 9-15, Block 9, Phyllis Wheatley Addition, **3601, 3603, 3605, 3607, 3609, and 3611 Zenith Avenue**, Lots 1-6, Block 10, Phyllis Wheatley Addition, **3602, 3604, 3606, 3608, and 3610 Aspen Avenue**, Lots 7-11, Block 10, Phyllis Wheatley Addition, **2701, 2703, 2705, 2707, and 2709 East 37th Street**, Lots 16-10, Block 11, Phyllis Wheatley Addition, **2702, 2704, 2706, 2708, 2710, and 2712 East 35th Street**, Lots 1-5, Block 11, and the east 67.4 feet of Block 11, Phyllis Wheatley Addition, **3601, 3603, 3605, and 3607 Beech Avenue**, Lots 1-5, Block 12, Phyllis Wheatley Addition, **3602, 3604, 3606, 3608, and 3610 Cherry Avenue**, Lots 6-10, Block 12, Phyllis Wheatley Addition, **3601, 3603, 3605, 3607, 3609, and 3611 Cherry Avenue**, Lots 1-6, Block 13, Phyllis Wheatley Addition, **3602, 3604, 3606, 3608, 3610, 3612, and 3614 David Avenue**, Lots 7-13, Block 13, Phyllis Wheatley Addition, **3601, 3603, 3605, 3607, 3609, 3611, and 3613 David Avenue**, Lots 1-9, Block 14, Phyllis Wheatley Addition, **3602, 3604, 3606, 3608, 3610, 3612, 3614, 3616, 3618, and 3620 Elder Avenue**, Lots 10-20, Block 14, Phyllis Wheatley Addition, **3301 East 34th Street**, 87.2 acres of unplatted land out of Block B, Section 2, **3401 East 33rd Street**, 4.46 acres of unplatted land out of Block B, Section 2, **2607 East Loop 289**, 9.29 acres of unplatted land out of Block B, Section 2, **3300 East 34th Street**, 4.67 acres of unplatted land out of Block B, Section 2, **3205 East 35th Street, Rear**, 1.45 acres of unplatted land out of Block B, Section 3, **2522 Canyon Lake Drive**, 23.4 acres of unplatted land out of Block B, Section 3, **2701 East Loop 289**, 52.95 acres of unplatted land out of Block B, Section 2, **916 East 50th Street**, approximately 3,400 square feet of Lot 19, James Addition, **5011 King Avenue**, Lot 21, James Addition, **5006 Magnolia Avenue**, Lots 22 – 24, James Addition, **5216 and 5220 Oak Avenue**, the south 108.33 feet of the north 250 feet of Lot 60 and the south 50 feet of Lot 60, James Addition, **1502 East 54th Street**, Lot 68, James Addition, **1512 and 1512 East 54th Street E**, Lot 67, James Addition, **1510 and 1514 East 54th Street W**, Lot 66, James Addition, **5402 Martin Luther King Jr. Boulevard**, Lot 65, James Addition, **5416 and 5416 Martin Luther King Jr. Boulevard Rear**, 1.26 acres of unplatted land out of Block E, Section 1, **5404 Martin Luther King Jr. Boulevard**, Lot 1, Minnie Addition, **5607 Magnolia Avenue**, the north 110 feet of the south 200 feet of Lot 92, James Addition, **912 East 56th Street**, Lot 98, James Addition, **5610 King Avenue**, Lot 97, James Addition, **5611 King Avenue**, Lots 101 – 108 railroad right-of-way, James Addition, **901, 905, 909,**

**and 915 East 58th Street**, Lots 101 – 104, James Addition, **1, 3, 4, 5, 7, 12, 14, 15, 16, 17, 18, 19, 22, 23, 24, 25, 27, 29, 30, 31, 32, and 33 Briercroft Office Park**, Lots 1-8, 12, less the north 6.61 feet, 14-20, 22-27, 29-33 Briercroft Office Park Addition, **5701 Avenue P**, part of Blocks 17-20, C N Hodges Resub Addition, **2412 and 2424 50th Street**, Tract A, South College Addition, **5009 University Avenue**, Tract B, Doctors & Dentists Addition, **2402 552nd Street**, Lot 2, Agee-Pharr Addition, **2325 52nd Street**, Lot 2-A-1, Freeway Addition, **5301 University Avenue**, Lot 1 and the 10' by 127' closed alley adjacent to Osteopathy Lot 1, Osteopathy Addition, **5010 and 5010 A University Avenue**, Lot 1, Tract C Caprock Addition, and **2404 82nd Street**, Tract H, Oak Park Addition.

**5. 32.** **Ordinance 2nd Reading - Planning (District 4):** Ordinance No. 2026-O0027, for Zone Case 3325-B, a request of AMD Engineering, LLC, for CRKR I LTD, for a zone change from High Density Residential District (HDR) to Office District (OF), at 4906, 4836, and 4830 114th Street, located north of 114th Street and east of Slide Road, Epic Business Park Addition, Tracts C, D, and E.

**5. 33.** **Ordinance 2nd Reading - Planning (District 5):** Ordinance No. 2026-O0028, for Zone Case 3551, a request of Whiskey & Water, LLC, for a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC), at 3702 Upland Avenue, located west of Upland Avenue and south of 34th Street, on 0.761 acres of unplatted land out of Block AK, Section 39.

**5. 34.** **Ordinance 2nd Reading - Planning (District 6):** Ordinance No. 2026-O0029, for Zone Case 2305-I, a request of Collier Construction Company, for Greatbones Investments, LLC, for a zone change from High Density Residential District (HDR) to Neighborhood Commercial District (NC), at 301 Utica Avenue, located east of Utica Avenue and north of 4th Street, Whisperwood Office Park Addition, Lot 3-A.

**6. Regular Agenda**

**6. 1.** **Ordinance (Single Reading) - Finance:** Ordinance No. 2026-O0031 providing for the issuance of City of Lubbock, Texas General Obligation Improvement and Refunding Bonds, in one or more series, in a principal amount not to exceed $105,000,000, for the purpose of: (i) acquiring, constructing and reconstructing City street improvements, including but not limited to sidewalks, utility line relocation and traffic signalization, necessary and related storm drainage facilities and the acquisition of land and rights-of-way therefor, (ii) refunding certain outstanding obligations of the City for the purpose of achieving debt service savings, and (iii) paying the costs of issuing the Bonds; levying a tax in payment thereof; providing for the award of the sale thereof in accordance with specified parameters; approving an official statement; approving execution of a purchase contract; and enacting other related provisions.

Joe Jimenez, chief financial officer; and Matt Boles, managing director with RBC Capital Markets, gave a presentation and answered questions from City Council. Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Motion by Council Member Dr. Jennifer Wilson, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Ordinance No. 2026-O0031.

**Vote:** 7 - 0 Motion carried

**6. 2.** **Ordinance (Single Reading) - Finance:** Ordinance No. 2026-O0032 providing for the issuance of City of Lubbock, Texas Combination Tax and Revenue Certificates of Obligation, in one or more series, in a principal amount not to exceed $15,000,000 for the purpose of paying the costs of: (i) constructing, renovating, improving and extending of City streets and related infrastructure, vehicles and equipment, including sidewalks, street lighting, traffic signals/controllers and traffic signal communication systems, signage, drainage, landscaping, utility improvements, extensions, relocations and acquisition of land and rights-of-way in connection therewith, and (ii) payment of professional services of attorneys, municipal advisors, financial advisors, engineers and other professionals in connection with the related projects and the issuance of the Certificates; levying a tax and pledging surplus water and wastewater system revenues in payment thereof; providing for the award of the sale thereof, in accordance with specified parameters; approving an official statement; approving execution of a purchase contract; and enacting other related provisions.

Joe Jimenez, chief financial officer; and Matt Boles, managing director with RBC Capital Markets, gave a presentation and answered questions from City Council. Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Motion by Council Member Brayden Rose, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Ordinance No. 2026-O0032.

**Vote:** 7 - 0 Motion carried

**6. 3.** **Ordinance (Single Reading) - Finance:** Ordinance No. 2026-O0033 providing for the issuance of City of Lubbock, Texas, Water & Wastewater Revenue Improvement and Refunding Bonds, in one or more series, in a principal amount not to exceed $60,000,000, for the purpose of: (i) paying the costs of acquiring, purchasing, constructing, improving, renovating, enlarging and equipping property, buildings, structures, facilities, and related infrastructure, for the Water and Wastewater System, (ii) funding capitalized interest for the Bonds, if necessary, (iii) funding the reserve fund requirement for the Bonds, if necessary, (iv) refunding certain outstanding obligations of the City for the purpose of achieving debt service savings, and (v) paying the costs of issuing the Bonds; levying a tax in payment thereof; providing for the award of the sale thereof, in accordance with specified parameters; approving an official statement; approving execution of a purchase contract; and enacting other related provisions.

Joe Jimenez, chief financial officer; and Matt Boles, managing director with RBC Capital Markets, gave a presentation and answered questions from City Council. Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Ordinance No. 2026-O0033.

**Vote:** 7 - 0 Motion carried

**6. 4.** **Resolution - Public Health Services:** Resolution No. 2026-R0110 authorizing the Mayor to execute a Memorandum of Understanding, and all related documents, by and between the City of Lubbock and Plainview Serenity Center, Inc., regarding coordination of referrals with the City of Lubbock Health Department, providing substance abuse services, and co-occurring mental health services.

Jarrett Atkinson, city manager, introduced the item, gave comments, and answered questions from City Council. Dr. Katherine Wells, director of public health, gave a presentation and answered questions from City Council.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Gordon Harris, to approve Resolution No. 2026-R0110.

**Vote:** 6 - 1 Motion carried

NAY: Council Member David Glasheen

**6. 5.** **Resolution - Lubbock Power & Light:** Consider a resolution authorizing publication of a notice of intention to issue Electric Light and Power System Revenue Bonds up to $200,000,000, to fund the West-Side Transmission Loop project to maintain operational compliance and improve system reliability.

**This item was deleted.**

**3:00 P.M. CITY COUNCIL ADJOURNED**

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

The March 10, 2026 Regular City Council Meeting minutes were approved by the City Council on the 14th day of April, 2026.

_____
MARK W. McBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

AI# 14177

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

**04/14/2026:**

## Information

### Agenda Item

**Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2026-O0034, Amendment 18, respecting the Airport Capital Projects Fund and Passenger Facility Charge Fund in connection with Capital Improvement Project 92911, to Replace the Aircraft Rescue and Firefighting vehicle at the Lubbock Preston Smith International Airport; and further to establish Capital Improvement Project 92956 for the West General Aviation Ramp Rehabilitation.

### Item Summary

On March 24, 2026, the City Council approved the first reading of the ordinance.

I. Amend Capital Improvement Project 92911, Replace the Aircraft Rescue and Firefighting (ARFF) truck, and appropriate funding in the amount of $300,000. Funding will be from the Passenger Facility Charge Fund.

II. Increase the transfer from Passenger Facility Charge (PFC) Fund to the Airport Capital Project Fund in the amount of $300,000, from $1,000,000 to $1,300,000.

III. Establish Capital Improvement Project 92956, West General Aviation Ramp Rehabilitation, and appropriate funding in the amount of $6,000,000. $5,000,000 in grant funding will be from the Federal Aviation Administration and $1,000,000 of cash funding will be from the Airport Available Reserves.

IV. Increase the transfer from the Airport Fund, to the Airport Capital Projects Fund in the amount of $1,000,000, from $6,925,000 to $7,925,000.

The Airport has received bids for the new ARFF vehicle and needs to increase CIP 92911 from $1,000,000 to $1,300,000; an additional $300,000 of PFC Fund Cash.

In addition, the Airport has been notified that Congressionally-directed funding was approved in the FY 26 Transportation, Housing and Urban Development, and Related Agencies (THUD) Appropriations Act. The funding will be: a $5,000,000 Airport Improvement Program (AIP) Grant; and $1,000,000 of Airport Fund Available Reserves.

**Fiscal Impact**

Funding in the amount of $300,000 for Capital Improvement Project 92911 - Replace ARFF Truck, will be from the Passenger Facility Charge Fund.

Funding in the amount of $6,000,000 for Capital Improvement Project 92956 - West General Aviation Ramp, will consist of $5,000,000 from the Federal Aviation Administration and $1,000,000 from Airport Reserves.

**Staff/Board Recommending**

Joe Jimenez, Chief Financial Officer

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**Attachments**

Budget Amendment 18

ORDINANCE NO. _____

AN ORDINANCE AMENDING FY 2025-26 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE AIRPORT CAPITAL PROJECTS FUND AND PASSENGER FACILITY CHARGE FUND IN CONNECTION WITH CAPITAL IMPROVEMENT PROJECT 92911 TO REPLACE ARFF TRUCK AT LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT; AND FURTHER TO ESTABLISH CAPITAL IMPROVEMENT PROJECT 92956 FOR THE WEST GENERAL AVIATION RAMP REHABILITATION; 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 2025-26 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 2025-26 (Budget Amendment #18) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92911, Replace ARFF Truck, and appropriate funding in the amount of $300,000. Funding will be from the Passenger Facility Charge Fund.
II. Increase the transfer from Passenger Facility Charge Fund to Airport Capital Project Fund in the amount of $300,000, from $1,000,000 to $1,300,000.
III. Establish Capital Improvement Project 92956, West General Aviation Ramp Rehabilitation, and appropriate funding in the amount of $6,000,000. $5,000,000 grant funding will be from the Federal Aviation Administration and $1,000,000 cash funding will be from Airport Available Reserves.
IV. Increase the transfer from Airport Fund to Airport Capital Projects Fund in the amount of $1,000,000, from 6,925,000 to $7,925,000.

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

ccdocs//Ord.BudgetFY25-26BA#18
March 10, 2026

AI# 14215
Regular City Council Meeting 6. 1. 1.
04/14/2026:

## Information

### Agenda Item

**Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Purchase Order 25102096, with Siddons - Martin Emergency Group, LLC, for a replacement Aircraft Rescue and Fire Fighting Vehicle at Lubbock Preston Smith International Airport.

### Item Summary

The Aircraft Rescue and Fire Fighting (ARFF) vehicle will replace an existing vehicle that is 17 years old and near its maximum useful service life. The new vehicle and equipment will satisfy the requirements of Federal Aviation Regulation (FAR) Part 139. Lubbock Preston Smith International Airport is certificated under FAR Part 139 and requires this vehicle and equipment to maintain the ARFF index and continue to meet response requirements.

The recommended vehicle is an Oshkosh Striker 4x4, with a 1,585-gallon water capacity, 222-gallon foam capacity, and a 550-pound tank for dry chemicals.

The $1,299,929 purchase is from Siddons-Martin Emergency Group, LLC of Denton, TX, through Houston-Galveston Area Council (H-GAC) Contract FS12-23, product codes 200128-01 and 200139-01.

H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as a Texas Local Government Code, Chapter 391. The H-GAC program was established pursuant to the Texas Interlocal Cooperation Act, allowing governmental and qualifying non-profit entities to use the Act to obtain commonly needed products and services. H-GAC purchases conform to the requirements of the Texas competitive bid statute.

Airport staff and Airport Advisory Board recommend Purchase Order 25102096 be awarded to Siddons - Martin Emergency Group, LLC of Denton, Texas, for a replacement ARFF Vehicle at Lubbock Preston Smith International Airport.

Estimated delivery is 13 to 14 months.

### Fiscal Impact

Purchase Order 25102096, for $1,299,929, is funded in Capital Improvement Project 92911, Replace ARFF Vehicle.

**Staff/Board Recommending**

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

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**Attachments**

Resolution PO 25102096 Siddons Martin

Purchase Order 25102096 Siddons Martin

Capital Project Spreadsheet 92911

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Purchase Order Contract No. 25102096, by and between the City of Lubbock and Siddons Martin Emergency Group, LLC., for an Oshkosh Striker 1500 4x4 vehicle and options for deployment as an aircraft rescue and firefighting truck, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

**Passed by the City Council on _____.**

_____
**MARK W. MCBRAYER, MAYOR**

**ATTEST:**

_____
Courtney Paz, City Secretary

**APPROVED AS TO CONTENT:**

_____
Bill Howerton, Deputy City Manager

**APPROVED AS TO FORM:**

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.PO – Siddons Martin Emergency Group, LLC.
March 31, 2026

City of Lubbock TEXAS

# PURCHASE ORDER

Page - 1
Date - 3/27/2026
Order Number 25102096 000 OP
Branch/Plant 4611

TO: SIDDONS MARTIN
EMERGENCY GROUP, LLC
PO BOX 679827
DALLAS TX 75267

SHIP TO: CITY OF LUBBOCK
LUBBOCK PRESTON SMITH
INTERNATIONAL AIRPORT
5401 N. MARTIN L KING BLVD
LUBBOCK TX 79403

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

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

Ordered 3/27/2026 Freight .
Requested 6/30/2027 Taken By A ESPARZA
Delivery PER J DELAROSA REQ. 64479 HGAC CONTRACT NO. FS12-23

**If you have any questions regarding this order, please contact Jean Delarossa 806-775-3129 or via email at JDelarosa@mylubbock.us.**

| Description/Supplier Item | Ordered | Unit Cost | UM | Extension | Request Date |
|---|---|---|---|---|---|
| Oshkosh Striker 4x4 1500 | 1.000 | 1,299,929.0000 | EA | 1,299,929.00 | 6/30/2027 |

Terms NET DUE ON RECEIPT Total Order 1,299,929.00

This purchase order encumbers funds in the amount of $1,299,929.00 awarded to Siddons Martin Emergency Group, LLC of Dallas, TX, on _____. The following is incorporated into and made part of this purchase order by reference: Quote dated March 6, 2026, from Siddons Martin Emergency Group, LLC of Dallas, TX, and HGAC Contract No. FS12-23.

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

Eq. 64479

| HGACBuy | CONTRACT PRICING WORKSHEET<br>For MOTOR VEHICLES Only | Contract No.: | FS12-23 | Date Prepared: | 3/6/2026 |
|---|---|---|---|---|---|

**Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.**

| | | | |
|---|---|---|---|
| Buying Agency: | Lubbock International Airport | Contractor: | Siddons-Martin Emergency Group |
| Contact Person: | Randy Lammons | Prepared By: | Jeffrey Doran |
| Phone: | 1-806-239-4171 | Phone: | 1-800-784-6806 |
| Fax: | | Fax: | |
| Email: | rlammons@mylubbock.us | Email: | omt@siddons-martin.com |

| Product Description | 23AR-101 | November 2025 Pricing | Striker 1500 4X4 |
|---|---|---|---|

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** $1,112,944.00

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary.**
(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

| Description | Cost | Description | Cost |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | Subtotal From Additional Sheet(s): | |
| | | Subtotal B: | $240,003.00 |

**C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.**
(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractors's proposal.)

| Description | Cost | Description | Cost |
|---|---|---|---|
| | | | |
| | | Subtotal From Additional Sheet(s): | |
| | | Subtotal C: | $0.00 |

| Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). | For this transaction the percentage is: | 0% |
|---|---|---|

**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)**

| Quantity Ordered: | 1 | X Subtotal of A + B + C: | $1,352,947.00 | = | Subtotal D: | $1,352,947.00 |
|---|---|---|---|---|---|---|

| E. H-GAC Order Processing Charge (Amount Per Current Policy) | Subtotal E: | $2,000.00 |
|---|---|---|

**F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

| Description | Cost | Description | Cost |
|---|---|---|---|
| Discount | -$39,000.00 | Contract Discount | -$30,018.00 |
| | | | |
| Delivery Date: | $14,000.00 | Subtotal F: | -$55,018.00 |

| Delivery Date: | 13 - 14 months ARO | G. Total Purchase Price (D+E+F): | $1,299,929.00 |
|---|---|---|---|

| Respondent: | | Pierce | | |
|---|---|---|---|---|
| Code or Part No. | Quantity | Option Description | November 2025 Published Pricing | Customization |
| 22 | 1 | Monitoring and Data Acquisition System (MADAS) datalogg | $10,539.00 | |
| 30 | 1 | Michelin tires for 4x4 vehicle including spare IPO Techking t | $3,992.00 | |
| 37 | 1 | Roof Hatch Cab Acrylic | $6,124.00 | |
| 39 | 1 | Dual HVAC - Scania | $20,869.00 | |
| 48 | 1 | Cab Deluge System | $2,179.00 | |
| 51 | 1 | Cab mounted thermal imaging camera with pan and tilt upgrade from roof turret mounted thermal imaging camera | $16,616.00 | |
| 62 | 1 | Winterization insulation and heating system for lower compa | $17,626.00 | |
| 66 | 1 | One (1) fully charged spare nitrogen propellant cylinder for d | $2,325.00 | |
| 75 | 1 | Structural panel with gauges, one (1) 2-1/2" pump suction in | $34,146.00 | |
| 81 | 2 | Additional 200' 95 gpm preconnected crosslay with 200' of 1 | $14,182.00 | |
| 82 | 1 | Fixed water/foam hose reel with 150' of 1.25" hose and 95 g | $12,853.00 | |
| 86 | 1 | 375/750 gpm high volume, dual rate, low-attack bumper turr | $42,505.00 | |
| 89 | 1 | Upper turret Vehicle roof 625/1250 | $24,795.00 | |
| 97 | 1 | Vehicle mounted pneumatic foam transfer pump | $6,897.00 | |
| 110 | 1 | LED ground lighting, eight (8) total lights | $740.00 | |
| 114 | 1 | Two (2) 24-volt DC LED premium worklights per side, four (4 | $2,144.00 | |
| 879 | 1 | Graphics Upgrade 3 | $6,642.00 | |
| 92 | 1 | Four (4) undertruck discharge nozzles | $3,229.00 | |
| 1362 | 1 | GARFF Training and Foam Calibrations | $11,600.00 | |
| | | Base Bid | $1,112,944.00 | |
| | | | | |
| | | Published Options | $240,003.00 | |
| | | | | |
| | | Total Published Options | $1,352,947.00 | |
| | | | | |
| | | Unpublished Options | $0.00 | 0% |
| | | | | |
| | | Total Options w/o HGAC Fee | $1,352,947.00 | |

**Siddons Martin Emergency Group, LLC**
**1506 Interstate 35 W**
**Denton, TX 76207-2402**
**GDN P115891**
**TxDMV Dealer License No. A173067**

March 2, 2026

**Randy Lammons**
**LUBBOCK INTERNATIONAL AIRPORT**
**1515 E URSULINE ST**
**LUBBOCK, TX 79403**

**Proposal For: Lubbock 4x4 RT**

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to LUBBOCK INTERNATIONAL AIRPORT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB LUBBOCK INTERNATIONAL AIRPORT and training on operation and use of the apparatus.

| Description | Amount |
|---|---|
| **Qty. 1 - 288 - Oshkosh Striker 4x4 1500** | |
| **(Unit Price - $1,336,929.00)** | |
| Delivery within 13-14 months of order date | |
| QUOTE # - SMEG-0011379-0 | |
| Vehicle Price | $1,336,929.00 |
| Discount | ($39,000.00) |
| **288 - UNIT TOTAL** | **$1,297,929.00** |
| SUB TOTAL | $1,297,929.00 |
| HGAC FS12-23 (FIRE) | $2,000.00 |
| **TOTAL** | **$1,299,929.00** |

Price guaranteed until 4/30/2026.

**Additional: Payment is due upon final inspection and acceptance.**

**Taxes:** Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

**Late Fee:** A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

**Cancellation:** In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

(A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
(B) 20% of the Purchase Price after completion of the approval drawings;
(C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

**Acceptance:** In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

**Travis Ownby**

I, _____, the authorized representative of LUBBOCK INTERNATIONAL AIRPORT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

_____

Signature & Date

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207



## MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Siddons Martin Emergency Group LLC, hereinafter referred to as the Contractor, having its principal place of business at 1362 E Richey Road, Houston, TX 77073.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

### ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

### ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

### ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

### ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or

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employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

**ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR**

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

**ARTICLE 6: SUSPENSION AND DEBARMENT**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

**ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)**

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

**Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed**

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**subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.**

**ARTICLE 8: SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

**ARTICLE 9: PERFORMANCE PERIOD**

This Master Agreement shall be performed during the period which begins Dec 01 2023 and ends Nov 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

**ARTICLE 10: PAYMENT OR FUNDING**

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

**ARTICLE 11: PAYMENT FOR WORK**

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

**ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS**

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

**ARTICLE 13: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

**ARTICLE 14: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

**ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

**ARTICLE 16: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC

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local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

**ARTICLE 17: TAX EXEMPT STATUS**

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

**ARTICLE 18: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

**ARTICLE 19: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

**ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS**

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor’s behalf or refuse to add entities after a contract is awarded.

**ARTICLE 21: CHANGE ORDERS AND AMENDMENTS**

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

B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

## ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H- GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

## ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

**Price Decreases**

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

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**Price Increase**
Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

**Price Changes**
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

**Requesting Price Increase/Required Documentation**
Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

**Review/Approval of Requests**
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

## ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

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**ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)**

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

**ARTICLE 26: MANUALS**

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

**ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS**

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

**ARTICLE 28: WARRANTIES, SALES, AND SERVICE**

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

**ARTICLE 29: TERMINATION PROCEDURES**

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in

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either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

**ARTICLE 30: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

**ARTICLE 31: FORCE MAJEURE**

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 32: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

**ARTICLE 33: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement

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of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system 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. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

**ARTICLE 35: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, 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). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

**ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS**

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The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

**ARTICLE 37: INDEMNIFICATION AND RECOVERY**

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

**ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

**ARTICLE 39: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

**ARTICLE 40: JOINT WORK PRODUCT**

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

**ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL**

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that

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maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

**ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT**

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**ARTICLE 43: DISCRIMINATION**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

**ARTICLE 44: DRUG FREE WORKPLACE**

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

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**ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS**

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

**ARTICLE 46: WARRANTY AND COPYRIGHT**

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

**ARTICLE 47: DATA HANDLING AND SECURITY**

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

**ARTICLE 48: DISPUTES**

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

**ARTICLE 49: CHOICE OF LAW: VENUE**

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

**ARTICLE 50: ORDER OF PRIORITY**

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

**ARTICLE 51: WHOLE MASTER AGREEMENT**

**Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided.** The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

**ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)**

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all

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times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

**ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS**

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

| **Siddons Martin Emergency Group LLC** | | **H-GAC** | |
|---|---|---|---|
| Signature | DocuSigned by: Jeff Doran B2D885F9B5D14E7... | Signature | DocuSigned by: 82EC270D5D61423... |
| Name | Kathryn Williams | Name | Chuck Wemple |
| Title | Vice President | Title | Executive Director |
| Date | 12/11/2023 | Date | 12/12/2023 |

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## MASTER SPECIAL PROVISIONS

**Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed.** Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

### ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

### ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

### ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

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offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

**EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

## ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

## ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

## ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

## ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

## ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

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a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

**ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

**ARTICLE 10: ORDER PROCESSING CHARGE**

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

**ARTICLE 11: CHANGE OF STATUS**

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

**ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS**

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

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a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

## ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

## ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

## ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. CUSTOMER/END USER Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

## ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

## ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

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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 a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

**ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION**

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

**ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system 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. ''Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

**ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)**

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

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CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

**ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)**

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

**ARTICLE 22: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, 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). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

**ARTICLE 23: TITLE VI REQUIREMENTS**

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

**ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT**

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

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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).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of 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) and will remain in compliance during the term of the Contract.

**ARTICLE 26: PREVAILING WAGE**

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

**ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS**

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE**

For purchases using federal funds more than the current Simplified Acquisition Threshold of $250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

**ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, 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

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with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

## ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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# Fire Apparatus and Related Vehicles

Request For Proposal
HGACBuy/Cooperative Purchasing Program
07230
**Project ID:** FS12-23
**Release Date:** Wednesday, July 26, 2023
· **Due Date:** Thursday, September 14, 2023 12:00pm
Posted Wednesday, July 26, 2023 7:00am
Bid Unsealed Thursday, September 14, 2023 12:05pm
Pricing Unsealed Thursday, September 14, 2023 12:05pm

## 4. Specifications/Categories/Scope of Work

***This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.***

### 4.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Fire Apparatus and Other Special Service Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available fire apparatus and special service vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories. Please note: awarded contracts for FS12-23 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

### 4.2. Categories

This Solicitation is divided into twelve (12) separate but related product categories (A-L). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

This solicitation does not include ambulances - please see HGACBuy Contract AM10-20 and AM10-23.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category I. If that specific vehicle is also available with an internal combustion engine (ICE),

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please list the ICE vehicle separately in the appropriate vehicle category. Category I will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

A. **Wildland Fire Apparatus - Brush Fire, Off-Road Tenders/Tankers, Crew Carriers, Slip-in Units, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, type/function, model, chassis (make and model), cab configuration, 2WD/4WD, and fuel type, and tank and pump.

B. **Aerial Fire Apparatus - Boom/Platform, Ladder, Ladder/Platform, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, aerial category/construction, aerial functions, cab types, and axle configurations.

C. **Pumper Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

D. **Pumper-Tanker/Tanker/Tender Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

E. **Aircraft Rescue & Fire-Fighting Vehicles (ARFF)**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, cab types, axle configurations, and by Class Types 1-5.

F. **Special Service Apparatus – Rescue/Fast Response, Re-Hab, Hazmat, Mobile Emergency Command/Communication Centers/Trailers, Light/Air Vehicle, Dive Response Vehicle, ATV/UTV Response Vehicles, Mobile Fire Pump Testers, etc.**

Response listings/descriptions must be organized by Manufacturer, function, type, or purpose of the apparatus/vehicle, and include brief and concise details about the vehicle.

G**. Fire Boats, Rescue Boats, Emergency Response Boats**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, type, function, size, and propulsion.

H. **Fire Command Vehicles - Light, medium, and heavy-duty pickups and SUVs**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, and 2WD/4WD, fuel type.

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

I. **Electric/Alternative Fuel Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

J. **Fire Apparatus/Vehicle Service/Maintenance Plans**

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

K. **Fire Apparatus/Vehicle Parts and Supplies**

Response listing need only to include percentage discount.

L. **Fire Apparatus/Vehicle Options**

Please provide a complete listing or catalog of options, accessories, and loose equipment offered. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model. (Please upload in Section 9.1.4 Required Documents.)

## 4.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: “Unpriced/unpublished” options cannot be quoted on the Base Pricing List and may not be sold through this contract.

## 4.4. Additional Requirements

**Licenses**

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Department of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent’s operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Department. Contractor must ensure all

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emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.

3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

**Manuals**

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted.
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each response listing.

**Warranty**

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer’s warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer’s warranty which will be honored by any of the manufacturer’s authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, and equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design,

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materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.

6. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
7. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

## 4.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards including National Fire Protection Association (NFPA), Department of Transportation, United States Coast Guard (USCG), and Occupational Safety and Health Administration (OSHA).

## 4.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

## 4.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

## 4.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

Administrative Fee (per Purchase Order)

| | |
|---|---|
| **Category A** – Brush Trucks/Light Rescue | $1,000 per purchase order |
| **Category B** – Aerial Fire Apparatus | $2,000 per purchase order |
| **Category C** – Pumper Fire Apparatus | $2,000 per purchase order |
| **Category D** – Pumper/Tanker and Tanker Apparatus | $2,000 per purchase order |
| **Category E** – ARFF Apparatus | $2,000 per purchase order |
| **Category F** – Special Service Vehicles | |
| Heavy Rescue*/Special Service | $2,000 per purchase order |
| Light Rescue/Quick Response | $1,000 per purchase order |
| All Trailers | 2% of purchase order |

*Heavy Rescue is vehicle with GVWR of 26,000 and above.

| | |
|---|---|
| **Category G** –Fire/Rescue/Emer. Response Boats | 2% of purchase order |
| **Category H** - Fire Command Vehicles | $1,000 per purchase order |
| **Category I** - Alternative Fuel Vehicles | Fee determined by category of vehicle |
| **Category J** –Service/Maintenance Plans | 2% per purchase order |
| **Category K** - Fire Apparatus/Vehicle Parts and Supplies | 2% per purchase order |
| **Category L** - Fire Apparatus/Vehicle Options | No separate fee - part of vehicle |

## 4.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

--End of section--

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

**Attachment A**
**Siddons-Martin Emergency Group, LLC**
**Fire Apparatus and Related Vehicles**
**Contract No.: FS12-23**

| Manufacturer | Product | Item Description | Offered List Price | HGACBuy Discount |
|---|---|---|---|---|
| | | Category A - Wildland and Brush | | |
| Pierce | 23W-101 | 1019 Ford F-550 Pumper - 1019 | $ 366,288.00 | 5% |
| Pierce | 23W - 103 International Type 3 | International Wildland-1039 | $ 581,003.00 | 5% |
| Pierce | 23W - 104 International Urban | International Urban Interface-1040 | $ 491,716.00 | 5% |
| BME Fire Trucks | Summit | Navistar, 4x4, 4-Door, Model 34, 1000 GPM Pump, 500 Gallon Water Tank | $ 544,632.00 | 5% |
| BME Fire Trucks | Targhee | Navistar, 4x4, 4-Door, Model 34, 500 GPM Pump, 500 Gallon Water Tank | $ 529,854.00 | 5% |
| BME Fire Trucks | Rocky Mountain | Navistar, 4x4, 4-Door, Type 3, Model 346/500R, 600 Gallon Water Tank, 500 GPM Pump | $ 455,062.00 | 5% |
| BME Fire Trucks | Aspen | Navistar, 4x4, 4-Door, Type 4, 800 Gallon Water Tank, 1.5AGE Pump | $ 449,583.00 | 5% |
| BME Fire Trucks | McCall | Dodge, Type 6, 300 Gallon Water Tank, 1.5AGE Pump | $ 294,167.00 | 5% |
| BME Fire Trucks | Ponderosa | Type 6, 300 Gallon Water Tank, 1.5AGE Pump | $ 325,057.00 | 5% |
| BME Fire Trucks | Sawtooth | Type 6, 300 Gallon Water Tank, 1.5AGE Pump | $ 329,057.00 | 5% |
| BME Fire Trucks | Big Horn | Navistar, 4x4, 4-Door, Wildland Urban Interface, 750 Gallon Water Tank, 1000 GPM Pump | $ 606,667.00 | 5% |
| | | Category B - Aerial Fire Apparatus | | |
| Pierce | 23A-101 | Enforcer Chassis, Single Rear Axle, 75' Aerial - 1027 | $ 1,436,022.00 | 5% |
| Pierce | 23A-102 | Enforcer Chassis, Tandem Rear Axle, PUC, 75' Aerial - 1028 | $ 1,474,688.00 | 5% |
| Pierce | 23A-103 | Velocity Chassis, Tandem Rear Axle, 100' Aerial - 1029 | $ 1,648,105.00 | 5% |
| Pierce | 23A-104 | Enforcer Chassis, Single Rear 107' Aerial -1030 | $ 1,589,837.00 | 5% |
| Pierce | 23A-105 | Enforcer Chassis, Tandem Rear Axle, 107' Aerial - 1031 | $ 1,699,833.00 | 5% |
| Pierce | 23A-106 | Velocity Chassis, Tandem Rear Axle, 105' Aerial - 1032 | $ 1,646,299.00 | 5% |
| Pierce | 23A-107 | Velocity Chassis, Tandem Rear axle, 100' Rear mounted Platform - 1033 | $ 1,912,763.00 | 5% |
| Pierce | 23A-108 | Velocity Chassis, Tandem Rear axle, 100' Aluminum Rear mounted Platform - 1034 | $ 2,017,959.00 | 5% |
| Pierce | 23A-109 | Enforcer Chassis, Tandem Rear axle, mid-mounted 100' platform - 1035 | $ 2,101,962.00 | 5% |
| Pierce | 23A-110 | Enforcer Chassis, 107' Tractor Drawn Aerial - 1036 | $ 2,066,551.00 | 5% |
| Pierce | 23A-111 | Enforcer Snozzle - 1037 | $ 1,314,701.00 | 5% |
| | | Category C - Pumper Fire Apparatus | | |
| Pierce | 23P-102 | Freightliner M2-106 Responder, 1000 Tank, 1250 Pump 1020 | $ 397,469.04 | 5% |
| Pierce | 23P-103 | International 4 door 1000 tank, 1250 Pump Pumper 1026 | $ 526,585.97 | 5% |
| Pierce | 23P-104 | Saber Pumper, 750 Tank, 1500 pump 1022 | $ 881,807.87 | 5% |
| Pierce | 23P-105 | Enforcer Pumper 750 tank, 1500 pump 1023 | $ 956,324.96 | 5% |
| Pierce | 23P-106 | Enforcer PUC Pumper 750 tank, 1500 pump 1024 | $ 1,035,341.76 | 5% |
| Pierce | 23P-107 | Velocity Pumper 1025 | $ 967,322.35 | 5% |
| Pierce | 23P-108 | Velocity PUC Pumper 1038 | $ 1,049,384.90 | 5% |
| | | Category D - Pumper Tanker/Tender | | |
| Pierce | 23PT-101 | Freightliner 2000 Gallon Tanker - 1041 | $ 511,866.00 | 5% |
| Pierce | 23PT-102 | International 2000 Gallon Tanker -1042 | $ 498,571.00 | 5% |
| Pierce | 23PT-103 | Saber 2000 Gallon Tanker - 1043 | $ 899,378.00 | 5% |

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

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|---|---|---|---|---|
| Pierce | 23PT-104 | Enforcer 2000 Gallon Tanker - 1044 | $ 982,413.00 | 5% |
| Pierce | 23PT-105 | Freightliner 3000 Tandem Tanker - 1045 | $ 507,344.00 | 5% |
| Pierce | 23PT-106 | International 3000 Tandem Tanker - 1046 | $ 520,168.00 | 5% |
| Pierce | 23PT-107 | Saber Tandem 3000 Tanker - 1047 | $ 985,111.00 | 5% |
| Pierce | 23PT-108 | Enforcer Tandem 3000 Tanker - 1048 | $ 1,048,825.00 | 5% |
| Pierce | 23PT-109 | Velocity Tandem PUC 2500 Tanker - 1049 | $ 1,109,887.00 | 5% |
| BME Fire Trucks | Tahoe | 2000 Gallon Water Tender | $ 483,632.00 | 5% |
| BME Fire Trucks | Cascade | 3000 Gallon Water Tender | $ 552,502.00 | 5% |
| BME Fire Trucks | Clearwater | Navistar, 4x4, 4-Door, 1250 Gallon Water Tank, 500 GPM Pump Extreme Water Tender | $ 533,552.00 | 5% |
| BME Fire Trucks | Mammoth | 1250 Gallon Extreme Water Tender, Navistar 2-Door Cab | $ 501,135.00 | 5% |
| BME Fire Trucks | Payette | 1800 Gallon Tactical Water Tender | $ 484,061.00 | 5% |
| | | Category E - ARFF Vehicles | | |
| Oshkosh - Pierce | 23AR-101 | Oshkosh Striker 4x4, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (375/750 gpm) | $ 1,141,252.35 | 5% |
| Oshkosh - Pierce | 23AR-102 | Oshkosh Striker 6x6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi) | $ 1,217,470.80 | 5% |
| Oshkosh - Pierce | 23AR-103 | Oshkosh Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi) | $ 1,784,346.90 | 5% |
| Oshkosh - Pierce | 23AR-104 | Oshkosh New Generation Volterra Striker 6X6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi), dual engine driveline | $ 2,390,151.75 | 5% |
| Oshkosh - Pierce | 23AR-HS | H-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 50,000 GVWR, Single Axle | $ 713,119.00 | 5% |
| Oshkosh - Pierce | 23AR-HTA | HT-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 55,000 GVWR, Single Axle | $ 624,947.00 | 5% |
| | | Category F - Special Service VehiclesVehicles | | |
| Pierce | 23SS - 101 | Ford F-550 Rescue 12' -1050 | $ 278,709.00 | 5% |
| Pierce | 23SS - 102 | Enforcer NWI-Rescue - 1051 | $ 975,772.00 | 5% |
| Pierce | 23SS - 103 | Velocity NWI-Rescue - 1052 | $ 999,751.00 | 5% |
| Pierce | 23SS - 104 | Enforcer PUC NWI-Rescue - 1053 | $ 1,252,488.00 | 5% |
| Pierce | 23SS - 105 | Velocity Combo-Rescue - 1054 | $ 1,136,418.00 | 5% |
| Pierce | 23SS - 106 | Enforcer Tandem Combo - 1055 | $ 1,114,686.00 | 5% |
| Pierce | 23SS - 107 | Velocity Alum Walk-in Rescue - 1056 | $ 1,114,461.00 | 5% |
| Pierce | 23SS - 108 | Enforcer Stainless NWI-Rescue - 1057 | $ 1,020,660.00 | 5% |
| Pierce | 23SS - 109 | Enforcer Walk-in - 1058 | $ 1,034,340.00 | 5% |
| Pierce | 23SS - 110 | Velocity Tandem Walk-in - 1059 | $ 1,228,431.00 | 5% |
| Frontline Communications | C-17 | Mobile Command Unit, Chevrolet Suburban, 4x4, 17 feet overall length, Single axle, Gasoline | $ 196,178.00 | 5% |
| Frontline Communications | C-20 | Rapid Response Command Unit, Ford Transit-350 Van, 2WD, 20 feet overall length, Single axle, Gasoline | $ 278,319.00 | 5% |
| Frontline Communications | CRU-22 | Critical Response Command Unit, Ford Transit-350 High Roof Van, 2WD, 9,500 GVWR, 22 feet overall length, Single axle, Gasoline | $ 353,163.00 | 5% |
| Frontline Communications | C-23 | Mobile Command Unit, Mercedes-Benz Sprinter 3500, 23 feet overall length, 2WD, Single axle, Diesel | $ 306,919.00 | 5% |
| Frontline Communications | C-25 | Mobile Command Unit, Ford F-650 with custom aluminum body, 26,000 GVWR, 25 feet overall length, 2WD, Single axle, Diesel | $ 477,451.00 | 5% |

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| | | | | |
|---|---|---|---|---|
| Frontline Communications | C-30 | Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 30 feet overall length, 2WD, Single axle, Diesel | $ 587,098.00 | 5% |
| Frontline Communications | C-35 | Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 35 feet overall length, 2WD, Single axle, Diesel | $ 669,849.00 | 5% |
| Frontline Communications | C-40 | Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 54,000 GVWR, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel | $ 735,953.00 | 5% |
| Frontline Communications | C-40 Enforcer | Mobile Command Unit, Pierce Enforcer custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel | $ 1,546,944.00 | 5% |
| Frontline Communications | C-40 Saber | Mobile Command Unit, Pierce Saber custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel | $ 1,017,416.00 | 5% |
| Frontline Communications | C-40 Velocity | Mobile Command Unit, Pierce Velocity custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel | $ 1,259,403.00 | 5% |
| Frontline Communications | C-28T | Mobile Command Trailer - Custom aluminum body, 28 feet overall length, Dual axle | $ 308,961.00 | 5% |
| Frontline Communications | C-35T | Mobile Command Trailer - Custom aluminum "gooseneck" body, 35 feet overall length, Dual axle | $ 394,976.00 | 5% |
| Frontline Communications | C-53T | Mobile Command Trailer - Custom aluminum body, 53 feet overall length, Dual axle | $ 1,241,546.00 | 5% |
| Frontline Communications | C-RTR | Refurb/Technology Refresh Command Vehicle - Customer-furnished vehicle, refurbish interior and/or exterior, upgrade technology | $ 292,975.00 | 5% |
| BME Fire Trucks | Sequioa | 10 Man Crew Carrier Vehicle | $ 378,634.00 | 5% |
| | | Category G - Fire/Rescue Boats | | |
| Lake Assault Boats | 23LAB - 101 | LAB 21' Landing Craft, 8.5' beam, T-top, Emergency light bar, siren, 12" Sonar GPS Chartplotter, Scene lights, Trailer. | $ 215,210.34 | 5% |
| Lake Assault Boats | 23LAB - 102 | LAB 22' RHIB, 8.5' beam, T-top, emergency light bar, 10" sonar GPS chartplotter, Trailer | $ 200,093.94 | 5% |
| Lake Assault Boats | 23LAB - 103 | LAB 24' V-hull, 8.5' beam, T-top, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer | $ 220,506.78 | 5% |
| Lake Assault Boats | 23LAB - 104 | LAB 24' Landing Craft, 8.5' beam, T-top, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer. | $ 229,419.30 | 5% |
| Lake Assault Boats | 23LAB - 105 | LAB 26' V-hull, 9.5' beam, T-top, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer. | $ 243,629.40 | 5% |
| Lake Assault Boats | 23LAB - 106 | LAB 26' Landing Craft, 9.5' beam, T-top, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer | $ 248,141.52 | 5% |
| Lake Assault Boats | 23LAB - 107 | LAB 28' V-hull, 9.5' beam, walk-a-round pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer. | $ 287,850.00 | 5% |
| Lake Assault Boats | 23LAB - 108 | LAB 28' Landing Craft, 9.5' beam, walk-a-round pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer. | $ 288,978.60 | 5% |
| Lake Assault Boats | 23LAB - 109 | LAB 32' V-hull, 10.5' beam, walk-a-round pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer. | $ 317,508.24 | 5% |
| Lake Assault Boats | 23LAB - 110 | LAB 32' Landing Craft, 10.5' beam, walk-a-round pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer. | $ 319,320.84 | 5% |
| Lake Assault Boats | 23LAB - 111 | LAB 36' V-hull, 10.5' beam, full-width pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer. | $ 345,141.84 | 5% |
| Lake Assault Boats | 23LAB - 112 | LAB 36' Landing Craft, 10.5' beam, full-width pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer. | $ 347,739.90 | 5% |
| | | Category H - Command Vehicles | | |
| Chevrolet (Sterling McCall) | 1500 PU | 2023 Chevrolet Silverado 1500 2WD Crew Cab Custom/Work Truck Short Bed | $ 53,613.00 | 5% |
| Chevrolet (Sterling McCall) | 2500PU | 2023 Chevrolet Silverado 2500 2WD Crew Cab Custom/Work Truck Short Bed | $ 56,975.00 | 5% |
| Chevrolet (Sterling McCall) | Tahoe PPV | 2023 Chevrolet Tahoe 2WD 5.3L V8 | $ 57,680.00 | 5% |
| Chevrolet (Freedom) | Tahoe | Chevrolet Tahoe, 4X2 | $ 57,540.00 | 5% |
| Chevrolet (Freedom) | Tahoe | PPV Tahoe, standard colors, 4X2 | $ 58,065.00 | 5% |
| Chevrolet (Freedom) | Tahoe | PPV Tahoe, standard colors, 4X4 | $ 63,000.00 | 5% |
| Chevrolet (Freedom) | Tahoe | SSV Tahoe, standard colors, 4X2 | $ 56,700.00 | 5% |
| Chevrolet (Freedom) | Pick-up | SSV Tahoe, standard colors, 4X4 | $ 61,950.00 | 5% |
| Chevrolet (Freedom) | Pick-up | 1500 Crew Cab, standard colors, 4X2 | $ 51,135.00 | 5% |
| Chevrolet (Freedom) | Pick-up | 1500 Crew Cab, standard colors, 4X4 | $ 56,700.00 | 5% |
| Chevrolet (Freedom) | Pick-up | 2500 Crew Cab, standard colors, 4X2 | $ 58,065.00 | 5% |
| Chevrolet (Freedom) | Pick-up | 2500 Crew Cab, standard colors, 4X4 | $ 63,000.00 | 5% |
| Chevrolet (Freedom) | Pick-up | 2500 Crew Cab, standard colors, 4X4, Diesel | $ 82,845.00 | 5% |
| Chevrolet (Freedom) | Pick-up | 5500 Regular cab, standard colors, 4X2, Amb Prep | $ 83,580.00 | 5% |
| Chevrolet (Freedom) | Suburban | Chevrolet Suburban 4X2 | $ 61,635.00 | 5% |
| Dodge (Freedom) | Passenger | Dodge Charger Pursuit V8, 4X2 | $ 40,845.00 | 5% |
| Dodge (Freedom) | Passenger | Dodge Charger Pursuit V6, AWD | $ 41,685.00 | 5% |
| Dodge (Freedom) | SUV | Dodge Pursuit Durango V6 AWD | $ 48,300.00 | 5% |

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| | | | | |
|---|---|---|---|---|
| Dodge (Freedom) | SUV | Dodge Pursuit Durango V8 AWD | $ 51,135.00 | 5% |
| Ford (Freedom) | SUV | Ford Explorer Police Pkg, AWD | $ 48,615.00 | 5% |
| Ford (Freedom) | SUV | Ford Explorer Police Pkg, AWD, Ecoboost | $ 52,815.00 | 5% |
| Ford (Freedom) | SUV | Ford Expedition, 4X2 | $ 61,845.00 | 5% |
| Ford (Freedom) | SUV | Ford Expedition, 4X4 | $ 66,150.00 | 5% |
| Ford (Freedom) | SUV | Ford Expedition, 4X2, SSV | $ 59,850.00 | 5% |
| Ford (Freedom) | SUV | Ford Expedition, 4X4, SSV | $ 61,110.00 | 5% |
| Ford (Freedom) | SUV | Ford Expedition Max 4X2 | $ 62,685.00 | 5% |
| Ford (Freedom) | SUV | Ford Expedition Max 4X4 | $ 65,835.00 | 5% |
| | | Category J - Service/Maintenance Plans | | |
| Oshkosh | ARFF Warranty | Multiple plans available by model - see Siddons-Martin Warranty/Service Table | | |
| Frontline Communications | Vehicle Warranty | Multiple plans available by model - see Siddons-Martin Warranty/Service Table | | |
| BME | Vehicle Warranty | Multiple plans available by model - see Siddons-Martin Warranty/Service Table | | |
| Pierce Manufacturing | Vehicle Warranty | Multiple plans available by model - see Siddons-Martin Warranty/Service Table | | |

**City of Lubbock, TX**
**Capital Project**
**Project Cost Detail**
**April 14, 2026**

| | |
|---|---|
| Capital Project Number: | 92911 |
| Capital Project Name: | Replace ARFF Vehicle |

| | Budget |
|---|---|
| *Agenda Item April 14, 2026* | |
| Siddons Martin Emergency Group, LLC - ARFF Vehicle | 1,299,929 |
| ***Encumbered/Expended To Date*** | 1,299,929 |
| *Estimated Costs for Remaining Appropriation* | 71 |
| ***Remaining Appropriation*** | 71 |
| **Total Appropriation *** | $ 1,300,000 |

* 2nd Reading of Budget Ordinance Amendment 18 on April 14, 2026 City Council Meeting Agenda (Appropriating additional $300,000 to $1,000,000 Budget)

AI# 14219

**Regular City Council Meeting** **6. 1. 2.**

**04/14/2026:**

## Information

### Agenda Item

**Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Work Order No. 003 to Contract 18761, with RS&H, Inc., for professional architectural/engineering services, for the LBB West General Aviation Apron Rehabilitation - Preliminary Engineer's Report, Design, and Bidding Services at Lubbock Preston Smith International Airport.

### Item Summary

The City of Lubbock (Airport) has requested RS&H, Inc., under Professional Services Agreement 18761, to provide a scope and fee for design and bidding services for the West GA Apron Rehabilitation project at the Lubbock Preston Smith International Airport. The West GA Apron serves several aeronautical businesses as well as corporate and general aviation-based aircraft. As identified in a recent pavement condition survey, the pavement ranges from poor to failed condition. The West GA Apron consists of approximately 225,000 square feet of pavement.

| Scope/Task Title | Total |
|---|---|
| Task 1 - Preliminary Engineering Report Phase | $131,447 |
| Task 2 - 60% Design Phase Services | $71,373 |
| Task 3 - 90% Design Phase Services | $64,124 |
| Task 4 - Final Design (Bid Documents) Phase Services | $54,306 |
| Task 5 - Bid Phase Services | $26,484 |
| **Total Fee for all Services** | **$347,734** |

Airport staff and the Airport Advisory Board recommend Work Order No. 003 with RS&H, Inc. of Jacksonville, Florida, for $347,734 for professional architectural/engineering services for LBB West GA Apron Rehabilitation Preliminary Engineer's Report, Design, and Bidding Services at Lubbock Preston Smith International Airport.

### Fiscal Impact

Work Order No. 003 with RS&H, Inc., for $347,734, is funded in Capital Improvement Project 92956, West GA Ramp Rehabilitation.

**Staff/Board Recommending**

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

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**Attachments**

Resolution - Task Order No. 003 RS&H, Inc

Contract - Work Order No. 003 RS&H, Inc.

CIP 92956 - Budget Detail

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Work Order No. 003 pursuant to Professional Services Agreement No. 18761, by and between the City of Lubbock and RS&H, Inc., Reeder Distributors, Inc., for engineering design and bidding services for the pavement rehabilitation and/or reconstruction of the West General Aviation (GA) Apron at the Lubbock Preston Smith International Airport and related documents. Said Work Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

**Passed by the City Council on** _____.

_____
**MARK W. MCBRAYER, MAYOR**

**ATTEST:**

_____
Courtney Paz, City Secretary

**APPROVED AS TO CONTENT:**

_____
Bill Howerton, Deputy City Manager

**APPROVED AS TO FORM:**

_____
Matt Wade, City Attorney

ccdocs II/RES.Work Order RS&H Airport West GA Apron Engineering Services
April 14, 2026

# *LBB West GA Apron Rehabilitation – PER, Design, and Bidding Services*

Work Order No. 003
February 21, 2026
City of Lubbock, Texas
LBB Contract No.: 18761
RS&H Project No.: 1027-5305-003

Prepared by *RS&H, Inc.*
at the direction of
Lubbock Preston Smith International Airport

TBPE Registration No. F-3401

RS&H

# 1 PROJECT DESCRIPTION

RS&H, Inc., (hereinafter "Consultant") agrees to perform and complete the following work (hereinafter "Work") for the City of Lubbock, Texas (hereinafter "City") which owns and operates the Lubbock Preston Smith International Airport (hereinafter "Client" or "Airport"), in accordance with the terms and conditions of the Professional Services Agreement No. 18761 (hereinafter "Agreement"), dated March 25, 2025, all of which terms and conditions are incorporated herein by reference.

The City has requested that the Consultant provide a scope of services to provide engineering design and bidding services for the pavement rehabilitation and/or reconstruction of the West General Aviation (GA) Apron. The West GA Apron serves several aeronautical businesses as well as corporate and general aviation-based aircraft. The apron consists of approximately 225,000 square feet of pavement. As identified in a recent pavement condition survey, the pavement ranges from poor to failed condition. Due to its poor condition, it has a high potential for foreign object debris that can damage aircraft and pose safety concerns. The area is maintenance intensive and without major investment will become unsuitable for continued operations. In addition to support for corporate and general aviation-based aircraft, this area supports Aero Care (ambulatory services), Hub City Aviation (flight school), and Condor Avionics (specialty avionics repair).

There appears to be multiple pavement sections within the apron with varying levels of deterioration. Repair methods will be prescribed based on the specific pavement distress and severity of distresses within respective pavement sections.

The project generally consists of the scope elements listed below. The project scope elements and project limits of the site are as depicted in Figure 1.

- Development of a Preliminary Engineer's Report (PER) to evaluate pavement rehabilitation and reconstruction methods to maximize life cycle at a cost within budgetary limits.
- Upon completion of the PER, a preferred alternative will be chosen by the Client to be used as the basis of design for subsequent design.
- Preparation of design documents to facilitate construction bids for the reconstruction and/or rehabilitation of apron pavements within West GA Apron.




***FIGURE 1 – WEST GA APRON***

The following professional disciplines/services/specialties are expected to be provided by the Consultant in the development of the Project:

- Project Management
- Civil Engineering
  - Pavement Design
  - Pavement Markings
- Surveying
  - Topographical
- Geotechnical
- Consultant's (Engineer's) Opinion of Probable Construction Cost ("EOPC") for entire scope of work
- Phasing
  - Construction Duration Estimating
  - Safety and Security

The Consultant design team is made up of the following professionals:

- RS&H – Civil, Project Management
- Hugo Reed & Associates – Topographic Survey
- Amarillo Testing & Engineering – Geotechnical Investigation

There are no known utilities within the project limits.

It is assumed for this scope of services that coordination with the City will be performed by Client staff and resulting direction will be provided to the Consultant. The Consultant will not directly contact the City without the Client present.

The Consultant's design is intended to exercise the reasonable standard of care to comply with local, state, and federal codes. If standards conflict, the most stringent standard will govern. The Project components will be evaluated and designed to the following publications and standards, latest published edition at time of contract execution, as applicable:

- *FAA AC 150/5300-13, Airport Design*
- *FAA AC 150/5320-6, Airport Pavement Design and Evaluation*
- *FAA AC 150/5340-1, Standards for Airport Markings*
- *FAA AC 150/5370-2, Operation Safety on Airports During Construction*
- *FAA AC 150/5370-10, Standards for Specifying Construction of Airports*
- *FAA FAARFIELD*
- OSHA – Occupational Safety and Health Administration
- Design requirements by utility companies (ONCOR, ATMOS, etc.)
- Other relevant Applicable Federal Aviation Administration (FAA) Advisory Circulars for design and construction not listed above
- Applicable environmental restrictions to exercise the standard of care to comply with EPA regulations

Project drawings will be prepared in AutoCAD format.

Construction Administration and Closeout Phase Services, Resident Project Representative ("RPR") Services, Construction Materials Acceptance Testing, Construction Staking, and/or any other construction-related services are not components of this proposal.

## II PROJECT ELEMENTS

The following is a listing of elements of the design project:

- Data Collection and Site Observation
  - The Consultant will obtain and review record drawings associated with the project site, as may be available from the Client.
  - The Consultant will obtain and review applicable design standards. For this project, FAA and City standards are anticipated to be the governing documents.
  - The Consultant will conduct a topographic survey of the survey monuments and location of visible site elements. The Consultant will prepare a three-dimensional model of the existing ground elevations.

- The Consultant will conduct a geotechnical exploration program consisting of twenty four (24) borings to a depth of ten (10) feet within the proposed development area. Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to consist of moisture content, Atterberg limits, and other as described by the geotechnical subconsultant. The actual laboratory program will depend upon the type of soils encountered.
- Subsurface utility engineering (SUE) services are not components of this proposal. The intent will be to locate utilities via review of record drawings and topographic survey of visible site elements.
- The Consultant will visually observe the project limits of the site and document overall visible conditions within the project limits of the site as part of the design.
- The Consultant will provide an overview of existing conditions and required demolition in order to construct for the proposed development.

✈ General

- The Consultant will provide general plan sheets for the Project (Cover Sheet, Sheet Index, General Notes, Dimensional Control Plans, Boring Layout Plan) in accordance with the applicable design standards.

✈ Geometrics and Site Design

- The Consultant will provide the geometric design of the apron pavements. The Consultant will utilize *FAA AC 150/5300-13, Airport Design*, to establish criteria, latest published edition at time of contract execution.
- The Consultant will perform the grading design for the site.
- The Consultant will provide design pavement markings required for the site in accordance with *FAA AC 150/5340-1, Standards for Airport Markings*, latest published edition at time of contract execution.

✈ Pavement Design

- The Consultant will provide pavement strength and material design recommendations in accordance with the FAA's FAARFIELD standard thickness design software and *FAA AC 150/5320-6, Airport Pavement Design and Evaluation*, design guidelines, latest published edition at time of contract execution. The Consultant will coordinate with the Client's staff, FAA control tower personnel, and tenants to determine the appropriate aircraft fleet mix to be used in the apron pavement design. It is anticipated the Client will provide final approval of the aircraft fleet mix to be used.
- A joint layout plan will be provided for new concrete pavements.

✈ SWPPP / Erosion Controls

- The Consultant will prepare applicable SWPPP plan sheets for the Contractor to use in procurement of the stormwater construction permits. A detailed SWPPP report along with Contractor preferred Best Management Practices ("BMPs"), the Notice of Intent

("NOI"), the Notice of Termination ("NOT"), and submission to the TCEQ will be prepared by others and is excluded from this scope of services.

- Phasing / Safety and Security
  - The Consultant will review and analyze the following: potential impacts to safety and operational safety associated with aviation related areas in accordance with applicable professional standards; Airport Operations Area ("AOA") ingress/egress routes; aircraft movement areas; coordination; pavement markings; airfield lighting and signage; construction staging areas; vehicles crossing active pavements procedures; Notices to Airmen ("NOTAMs"); jet blast-prop-wash; night-time construction lighting; dust control; hauling of debris; and equipment parking. The analysis will not address the study of visibility, line of sight issues involving permanent structures, the analysis of interference with communications and surveillance equipment, or environmental studies.
  - Preparation of a site-specific CSPP in general conformance with *FAA AC 150/5370-2, Operational Safety on Airports during Construction*, latest edition.
- Permitting
  - The Consultant will prepare and file a Notice of Proposed Construction or Alteration (FAA Form 7460-1) for the Project electronically to the FAA for Obstruction Evaluation / Airport Airspace Analysis ("OE/AAA") review.
  - No other permits are anticipated for this Project. No other permits than those specifically identified in this scope will be coordinated or applied for by the Consultant.

# III PROJECT TASKS

## TASK 1 PRELIMINARY ENGINEERING REPORT (PER)

### Task 1.01 Perform Project Initiation / Setup

The Consultant will perform appropriate Project initiation and documentation setup in order to appropriately manage the Project.

### Task 1.02 Perform Data Collection and Research

The Consultant will collect and review available data related to the project limits of the site and the proposed improvements. The Consultant will review the Client's files and records to determine relevant information for the Client's staff to provide such as the airport master plan, airport layout plan, pavement evaluation reports, aerial photogrammetry, previous design drawings, existing permits, boundary surveys, development concepts and drawings, surveys, and geotechnical study reports. The Client will provide copies of all pertinent documents including CAD drawings, when available, to the Consultant in a timely manner to allow the project to move ahead efficiently.

### Task 1.03 Obtain Geotechnical Study

The Consultant will collect, review, compile, and summarize available data related to the Project. The Consultant will conduct a geotechnical exploration program, consisting of:

- A preliminary summary of the proposed borings is as follows:

| Proposed Structure | No. of Borings | Boring Depth (ft) |
|---|---|---|
| Airfield Pavement | 24 | 10 |

- DCP testing will be performed on the in-situ soil to a depth of three (3) feet.
- Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil/material classification and to measure engineering properties. Laboratory testing is expected to consist of moisture content, Atterberg limits, and density/consistency, The actual laboratory program will depend upon the type of soils/materials encountered.
- A geotechnical report will be provided with the following general items:
  - Description of the field exploration program
  - Description of the laboratory testing program
  - Soil boring plan that depicts borehole locations on a base map
  - Soil boring logs with soil classifications based on the Unified Soil Classification System (ASTM D 2487)
  - Recommendations for earth work and pavement design

The Consultant will provide a pavement design recommendation following FAA pavement design guidelines. The Consultant will coordinate with the Client's staff, FAA control tower personnel, and tenants to determine the appropriate aircraft fleet mix to be used in the pavement design.

Geotechnical field services are anticipated to be performed during daytime operations.

**Task 1.04 Obtain Design Topographical Survey**

The Consultant will review available land survey and topographic survey data and develop a site survey scope of services. The Consultant will coordinate and review with the survey subconsultant such items as: specific surveying limits; geometric criteria required for topography, profiles and cross-sectional survey of existing project limits of the site, above and below ground utilities and existing site improvements; airfield access/security requirements and surveying schedule.

The following survey efforts will be captured and / or are anticipated:

- Horizontal data will be based on Global Positioning Satellite (GPS) Systems observations. Horizontal data will be based on the North American Datum of 1988 (NAD '88), Texas State Plane Coordinate System, North Central Zone (4202).
- Vertical data will be tied to existing benchmarks (to be provided by the Client)
- Where appropriate the following control points (minimum of three) will be set:
  - 1/2-inch capped iron rod, 18-inches in length set in the ground.
  - Mag Nails set in asphalt.

  - 'X' cut in concrete
- Cross section / topographic survey of the existing pavement limits of the site on an approximately 20' x 20' grid.
  - Ties to the edges of existing pavement
  - Natural ground shot at edge of existing pavement
  - Where the survey limits are crossing concrete paving, a tie will be provided on the concrete, at the edge of the limits and the approximate center point.
- Slab linework at every joint in existing concrete pavement limits of the project site.
- Adjacent buildings and improvements.
- Ties to above ground visible utilities.
- Ties to signs and marks indicating the location of an underground utility.
- Ties to existing pavement markings.
- Ties to storm drain manholes, providing a tie to the center of the manhole rim, flowline elevation, pipe sizes, direction of flow and material of construction.
- Other points of interest within the limits of the project site.
- A 3D CAD file will be produced in AutoCAD C3D 2023 along with a .csv file containing points tied and a .xml file

The Consultant will compile the existing survey, utility, and record drawing information and develop existing conditions CAD base sheets of the limits of the project site. The data will be layered onto different drawings as required for the construction drawings.

Topographic survey services are anticipated to be performed during daytime operations.

**Task 1.05 Prepare Preliminary Engineering Report ("PER")**

The Consultant will prepare a PER generally consisting of a description of the scope of the project, evaluation of design elements, evaluation of design standards, evaluation of applicable requirements of governmental authorities having jurisdiction, evaluation of conceptual schematic layouts and geometric requirements, pavement rehabilitation and/or reconstruction recommendations, analysis of the geotechnical study, evaluation of preliminary safety and phasing concepts in accordance with applicable professional standards, the Consultant's (Engineer's) Opinion of Probable Construction Cost ("EOPC"), preparation of a preliminary construction schedule, relevant exhibits to clearly indicate the considerations involved, alternatives available to the Client, and the Consultant's findings and recommendations.

The design will evaluate and identify specific elements of the Project for a technically and economically sound project. Additive alternates may be developed for bidding to correspond to available budgets and flexibility in construction award. The EOPC will be Class 4 (as described in the American Association of Cost Engineers (AACE) International Recommended Practice No. 18R-97) of the probable project construction and will carry a 35% contingency.

The Consultant will develop the PER documents such that full repair needs along with more cost-effective options will be studied. It must be noted that more cost-effective options may have a shorter service life duration, and full repair may still be required in the future. The Consultant will make reasonable efforts to design the project and associated infrastructure to not exceed a combined design and construction budget of $5M and must notify the Owner if the Consultant anticipates the agreed-upon design will exceed the construction budget.

**Task 1.06 Perform In-House Quality Control Review – PER**

The Consultant will conduct an in-house quality control (QC) review of the PER prior to submittal to the Client, the City, and FAA. The review will cover the design deliverables prior to submittal to the Client. The QC review will be performed as follows:

- Independent QC Review – An independent Architect/Engineer not actively involved in the Project will review for readability, suitability for bidding, appearance, and acceptability
- Independent Technical Peer Review – For each discipline associated with the Project, an independent Engineer not actively involved in the Project will review the documents for alignment with design methodologies, calculations, and code compliance
- Constructability Review – a comprehensive look at the Project to attempt to verify alignment between plans and specifications, phasing impacts, and potential conflicts
- Discipline Coordination Review – an interdisciplinary review to attempt to verify coordination of elements between disciplines

**Task 1.07 Submit PER**

The Consultant will review the in-house quality control review of the PER and incorporate applicable comments into the PER. The Consultant will then submit and distribute copies of the PER to the Client, the City, and FAA for review, comment, and approval to proceed with preparation of Design Documents. Distribution quantities of the PER will be as noted in the DELIVERABLES section of this Proposal.

**Task 1.08 Prepare and Submit FAA Form 7460-1**

The Consultant will prepare and file a Notice of Proposed Construction or Alteration (FAA Form 7460-1) for the Project electronically to the FAA for OE/AAA review.

**Task 1.09 Meetings / Presentations**

To further the design progression and coordinate efforts, various meetings are anticipated throughout the design process. For meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

- **Pre-Design Conference / Site Study**

  The Consultant will coordinate and attend one (1) site study meeting with the Client and various subconsultants to review and document the visible conditions of the project site.

The Client will attend with knowledgeable staff and provide access to limits of the project site to provide a comprehensive walkthrough. The walkthrough will use the data received in Task 1.02 as the basis for the verification of existing documentation to the extent possible. This meeting will serve dual purpose as a pre-design/kick-off meeting with Client and various subconsultants to discuss and solidify (to the extent feasible):

- Project scope, goals, and client expectations
- Describe the methods by which the project will be performed
  - Design features, design constraints, design parameters, and local conditions
- Consider budget and funding availability as it relates to phasing considerations
- Discuss current condition of systems in question
- Understand other ongoing projects that may impact the Project
- Design and construction schedule and submittals
- Communication channels, coordination requirements, and responsibilities
- Define invoicing requirements (both for Airport as well as processing those for subconsultants)
- Other related items

This meeting is anticipated to be held at the Airport and will require travel by the Consultant.

✈ **Design Development / Coordination Meetings**

To further the design, Design Development / Coordination Meetings may be required. These meetings are intended to be "workshop" meetings to discuss design alternatives and requirements. The Consultant will attend these meetings with Client staff, City staff, FAA, Airport users, and other stakeholders, as applicable.

Three (3) meetings have been anticipated. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant.

✈ **PER Review Meeting**

The Consultant will coordinate and attend one (1) PER review meeting with the Client, City, FAA, and other attendees, as applicable, to receive comments and direction regarding the PER and subsequent Design Documents. This meeting is anticipated to be held at the Airport and will require travel by the Consultant.

**Task 1.10 Project Management and Administration**

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and perform the efforts within the proposed time frame.

This task will consist of scheduling, resource allocation, monitoring, oversight, and direction for aspects of the team's efforts, and assembly and coordination of documentation. The Consultant will perform meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

This task provides oversight of project components within the Consultant's scope of services; general correspondence by the Consultant with the Client, the Contractor, the City, the Resident Project Representative ("RPR"), and other governmental authorities; coordination of meetings with the Client, the Contractor, the City, and other governmental authorities; and Project reporting.

## TASK 2 60% DESIGN SERVICES

**Task 2.01 Prepare 60% Design Documents**

The Consultant will prepare 60% Design Documents (drawings, Engineer's report, project manual, and EOPC) on the basis of the accepted PER. The design will evaluate and identify specific elements of the Project for a technically and economically sound project. Additive alternates may be developed for bidding to correspond to available budgets.

The project manual in this phase will consist of technical specifications and referenced documents, which may consist of a Report of Geotechnical Exploration, applicable FAA ACs, and applicable permitting requirements. Contract documents (to be provided by the Client and incorporated by the Consultant), a site-specific CSPP, and a site-specific CMP will be prepared as components of the project manual in subsequent phases.

If FAA design guidelines or specifications for Consultant's related scope of services as listed herein are found to be not applicable for the site-specific situations of this project, the Consultant will initiate and coordinate a Modifications of Standards (MOS) request with the FAA.

The design will evaluate and identify specific elements of the Project for a technically and economically sound project. Additive alternates may be developed for bidding to correspond to available budgets and flexibility in construction award. The EOPC will be a Class 3 estimate (as described in the AACE International Recommended Practice No. 18R-97) of the probable project construction and will carry a 25% contingency.

**Task 2.02 Perform In-House Quality Control Review – 60% Design Documents**

The Consultant will conduct an in-house quality control review of the Preliminary Design Documents prior to submittal to the Client, the City, and FAA. The review will cover the design deliverables prior to submittal to the Client. The QC review will be performed as follows:

- Independent QC Review – An independent Architect/Engineer not actively involved in the Project will review for readability, suitability for bidding, appearance, and acceptability
- Independent Technical Peer Review – For each discipline associated with the Project, an independent Engineer not actively involved in the Project will review the documents for alignment with design methodologies, calculations, and code compliance
- Constructability Review – a comprehensive look at the Project to attempt to verify alignment between plans and specifications, phasing impacts, and potential conflicts
- Discipline Coordination Review – an interdisciplinary review to attempt to verify coordination of elements between disciplines

**Task 2.03 Submit 60% Design Documents**

The Consultant will review in-house quality control review of the 60% Design Documents received from reviewing parties and incorporate applicable comments into the Preliminary Design Documents. The Consultant will then submit and distribute copies of the Preliminary Design Documents to the Client, the City, and FAA for review, comment, and approval to proceed with preparation of Final Design Documents. Distribution quantities of the Preliminary Design Documents will be as noted in the DELIVERABLES section of this Proposal.

**Task 2.04 Meetings / Presentations**

To further the design progression and coordinate efforts, various meetings are anticipated throughout the design process. For meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

- **Design Development / Coordination Meetings**

  To further the design, Design Development / Coordination Meetings may be required. These meetings are intended to be "workshop" meetings to discuss design alternatives and requirements. The Consultant will attend these meetings with Client staff, City staff, FAA, Airport users, and other stakeholders, as applicable.

  Five (5) meetings have been anticipated. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant.

- **Preliminary Design Documents Review Meeting**

  The Consultant will coordinate and attend one (1) 60% Design Documents review meeting with the Client, City, FAA, and other attendees, as applicable, to receive comments and direction regarding the Preliminary Design Documents. This meeting is anticipated to be held at the Airport and will require travel by the Consultant.

**Task 2.05 Project Management and Administration**

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and perform the efforts within the proposed time frame.

This task will consist of scheduling, resource allocation, monitoring, oversight, and direction for aspects of the team's efforts, and assembly and coordination of documentation. The Consultant will perform meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

This task provides oversight of project components within the Consultant's scope of services; general correspondence by the Consultant with the Client, the Contractor, the City, the Resident Project Representative ("RPR"), and other governmental authorities; coordination of meetings with

the Client, the Contractor, the City, the RPR, and other governmental authorities; and Project reporting.

## TASK 3 90% DESIGN PHASE SERVICES

**Task 3.01 Incorporate 60% Design Review Comments**

The Consultant will review comments received from the Client's authorized representative(s) from the 60% design submittal reviews and incorporate applicable comments into drawings, project manual, Engineer's report, and EOPC. The Consultant will provide a written response on each comment on how it will be incorporated into the documents, or why it was not applicable. Comments that require a significant change in scope from previous direction provided may require an additional scope and fee.

Additional rounds of comments from the Client's authorized representative(s) are considered additional effort and will result in the revision of this scope.

**Task 3.02 Prepare 90% Design Documents**

The Consultant will prepare 90% Design Documents (drawings, Engineer's report, project manual, and EOPC) on the basis of the accepted PER. The design will evaluate and identify specific elements of the Project for a technically and economically sound project. Additive alternates may be developed for bidding to correspond to available budgets.

The project manual in this phase will consist of Contract documents (to be provided by the Client and incorporated by the Consultant), technical specifications and referenced documents, which may consist of a Report of Geotechnical Exploration, applicable FAA ACs, and applicable permitting requirements. A site-specific CSPP, and a site-specific CMP will be prepared as appendices of the project manual.

If FAA design guidelines or specifications for Consultant's related scope of services as listed herein are found to be not applicable for the site-specific situations of this project, the Consultant will initiate and coordinate a Modifications of Standards (MOS) request with the FAA.

The design will evaluate and identify specific elements of the Project for a technically and economically sound project. Additive alternates may be developed for bidding to correspond to available budgets and flexibility in construction award. The EOPC will be a Class 3 estimate (as described in the AACE International Recommended Practice No. 18R-97) of the probable project construction and will carry a 10% contingency.

**Task 3.03 Perform In-House Quality Control Review – 90% Design Documents**

The Consultant will conduct an in-house quality control review of the Preliminary Design Documents prior to submittal to the Client, the City, and FAA. The review will cover the design deliverables prior to submittal to the Client. The QC review will be performed as follows:

- Independent QC Review – An independent Architect/Engineer not actively involved in the Project will review for readability, suitability for bidding, appearance, and acceptability

- Independent Technical Peer Review – For each discipline associated with the Project, an independent Engineer not actively involved in the Project will review the documents for alignment with design methodologies, calculations, and code compliance
- Constructability Review – a comprehensive look at the Project to attempt to verify alignment between plans and specifications, phasing impacts, and potential conflicts
- Discipline Coordination Review – an interdisciplinary review to attempt to verify coordination of elements between disciplines

**Task 3.04 Submit 90% Design Documents**

The Consultant will review in-house quality control review of the 60% Design Documents received from reviewing parties and incorporate applicable comments into the Preliminary Design Documents. The Consultant will then submit and distribute copies of the Preliminary Design Documents to the Client, the City, and FAA for review, comment, and approval to proceed with preparation of Final Design Documents. Distribution quantities of the Preliminary Design Documents will be as noted in the DELIVERABLES section of this Proposal.

**Task 3.05 Meetings / Presentations**

To further the design progression and coordinate efforts, various meetings are anticipated throughout the design process. For meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

- **Design Development / Coordination Meetings**

  To further the design, Design Development / Coordination Meetings may be required. These meetings are intended to be "workshop" meetings to discuss design alternatives and requirements. The Consultant will attend these meetings with Client staff, City staff, FAA, Airport users, and other stakeholders, as applicable.

  Five (5) meetings have been anticipated. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant.

- **Preliminary Design Documents Review Meeting**

  The Consultant will coordinate and attend one (1) 90% Design Documents review meeting with the Client, City, FAA, and other attendees, as applicable, to receive comments and direction regarding the Preliminary Design Documents. This meeting is anticipated to be held via teleconference and will not require travel by the Consultant.

**Task 3.06 Project Management and Administration**

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and perform the efforts within the proposed time frame.

This task will consist of scheduling, resource allocation, monitoring, oversight, and direction for aspects of the team's efforts, and assembly and coordination of documentation. The Consultant will perform meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

This task provides oversight of project components within the Consultant's scope of services; general correspondence by the Consultant with the Client, the Contractor, the City, the Resident Project Representative ("RPR"), and other governmental authorities; coordination of meetings with the Client, the Contractor, the City, the RPR, and other governmental authorities; and Project reporting.

## TASK 4 FINAL DESIGN (BID DOCUMENTS) PHASE SERVICES

**Task 4.01 Incorporate 90% Review Comments**

The Consultant will review comments received from the Client's authorized representative(s) from the 90% design submittal reviews and incorporate applicable comments into drawings, project manual, Engineer's report, and EOPC. The Consultant will provide a written response on each comment on how it will be incorporated into the documents, or why it was not applicable. Comments that require a significant change in scope from the previous direction provided may require an additional scope and fee.

Additional rounds of comments from the Client's authorized representative(s) are considered additional effort and will result in the revision of this scope.

**Task 4.02 Prepare Final Design (Bid) Documents**

The Consultant will prepare Final (sealed) Design Documents (drawings, project manual, Engineer's Report, and EOPC). The design will evaluate and identify specific elements of the Project for a technically and economically sound project, with applicable additive alternates for bidding to correspond to available budgets. Additive alternates may be developed for bidding to correspond to available budgets and flexibility in construction award.

The EOPC will be a Class 2 estimate (as described in the AACE International Recommended Practice No. 18R-97) of the probable project construction and will carry a 10% contingency.

**Task 4.03 Perform In-House Quality Control Review – Final Design Documents**

The Consultant will conduct an in-house quality control review of the Final Design Documents prior to submittal to the Client, the City, and FAA. The review will cover the design deliverables prior to submittal to the Client. The QC review will be performed as follows:

- Independent QC Review – An independent Architect/Engineer not actively involved in the Project will review for readability, suitability for bidding, appearance, and acceptability
- Independent Technical Peer Review – For each discipline associated with the Project, an independent Engineer not actively involved in the Project will review the documents for alignment with design methodologies, calculations, and code compliance

- Constructability Review – a comprehensive look at the Project to attempt to verify alignment between plans and specifications, phasing impacts, and potential conflicts
- Discipline Coordination Review – an interdisciplinary review to attempt to verify coordination of elements between disciplines

**Task 4.04 Submit Final Design Documents**

The Consultant will review in-house quality control reviews of the Final Design Documents and incorporate applicable comments into the Final Design Documents.

The Consultant will then submit and distribute copies of the Final Design Documents. Distribution quantities of the Final Design Documents will be as noted in the DELIVERABLES section of this Proposal. Comments requesting changes to the Final Design Documents after this submittal will be performed under a change order for additional time and cost, unless due to an error or omission by the Consultant.

**Task 4.05 Meetings / Presentations**

To further the design progression and coordinate efforts, various meetings are anticipated throughout the design process. For meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

- **Design Development / Coordination Meetings**

  To further the design, Design Development / Coordination Meetings may be required. These meetings are intended to be "workshop" meetings to discuss design alternatives and requirements. The Consultant will attend these meetings with Client staff, City staff, FAA, Airport users, and other stakeholders, as applicable.

  Two (2) meetings have been anticipated. This meeting is anticipated to be held via teleconference and will not require travel by the Consultant.

**Task 4.06 Project Management and Administration**

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and perform the efforts within the proposed time frame.

This task will consist of scheduling, resource allocation, monitoring, oversight, and direction for aspects of the team's efforts, and assembly and coordination of documentation. The Consultant will perform meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

This task provides oversight of project components within the Consultant's scope of services; general correspondence by the Consultant with the Client, the Contractor, the City, the Resident Project Representative ("RPR"), and other governmental authorities; coordination of meetings with

the Client, the Contractor, the City, the RPR, and other governmental authorities; and Project reporting.

## TASK 5 BID PHASE SERVICES

**Task 5.01 Respond to Bidder / Contractor Inquiries**

The Consultant will provide formal responses to Bidder / Contractor inquiries. Responses will be submitted to the Client for approval prior to being issued.

**Task 5.02 Issue Addenda**

The Consultant will issue addenda as appropriate to clarify, correct, or change the bidding documents. Addenda will be submitted to the Client for approval prior to being issued. This instrument of service is limited to the content and scope of the original Bid Documents. Client-requested deviations from the content and scope of the original Bid Documents may require a change to the project scope and additional fees.

**Task 5.03 Evaluate Bids**

After the bid opening, Bidder / Contractor bids will be provided to the Consultant by the Client for evaluation. The Consultant will develop a tabulation of bids received and provide evaluation of such, checking for correctness, qualifications of apparent low bidder, and DBE participation goals. The Consultant cannot and does not guarantee that bids will not vary from the EOPC.

**Task 5.04 Meetings / Presentations**

To further the bidding efforts, various meetings are anticipated throughout the bidding process. For meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

- **Pre-bid Conference**

  The Consultant will attend and conduct a Pre-bid Conference. The intent will be to review the project and direct questions to be submitted in writing for official response. This meeting is anticipated to be held at the Airport and will require travel by the Consultant.

- **Bid Opening**

  The Consultant will attend one (1) bid opening virtually.

**Task 5.05 Prepare Conformed Construction Documents**

The Consultant will prepare and provide Conformed Construction Documents, incorporating appropriate modifications made via addenda during the bidding process. This conformed set of documents will be provided to the Contractor and the Client as the baseline for construction activities.

**Task 5.06 Project Management and Administration**

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and perform the efforts within the proposed time frame.

This task will consist of scheduling, resource allocation, monitoring, oversight, and direction for aspects of the team's efforts, and assembly and coordination of documentation. The Consultant will perform meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

This task provides oversight of project components within the Consultant's scope of services; general correspondence by the Consultant with the Client, the Contractor, the City, the Resident Project Representative ("RPR"), and other governmental authorities; coordination of meetings with the Client, the Contractor, the City, the RPR, and other governmental authorities; and Project reporting.

## IV MEETINGS AND PRESENTATIONS

The following meetings and presentations will be attended as part of this proposal:

| Task | Total Meetings | In-Person Meetings | Teleconference Meetings |
|---|---|---|---|
| Task 1.09 Pre-Design Conference / Site Study | 1 | 1 | |
| Task 1.09 Design Development / Coordination Meetings | 3 | | 3 |
| Task 1.09 PER Review Meeting | 1 | 1 | |
| Task 2.04 Design Development / Coordination Meetings | 5 | | 5 |
| Task 2.04 60% Design Documents Review Meeting | 1 | 1 | |
| Task 3.05 Design Development / Coordination Meetings | 5 | | 5 |
| Task 3.05 90% Design Documents Review Meeting | 1 | | 1 |
| Task 4.05 Design Development / Coordination Meetings | 2 | | 2 |
| Task 5.05 Pre-bid Conference | 1 | 1 | |
| Task 5.05 Bid Opening | 1 | | 1 |
| **Total** | **21** | **4** | **17** |

## V DELIVERABLES

Deliverables are anticipated to be provided electronically by the Consultant. PDF files will be provided for all deliverable documents. Word, Excel, and CAD files will be provided for working documents.

- PER Submittal
- 60% Design Documents Submittal
- 90% Design Documents Submittal
- Final Design Documents Submittal

## VI PROJECT SCHEDULE

The Consultant proposes to perform the services as noted herein in accordance with the following schedule:

| | |
|---|---|
| ✈ Notice to Proceed | As coordinated with the client |
| ✈ Pre-Design Conference | As coordinated with the client (Anticipated within 2 weeks of NTP) |
| ✈ PER Submittal | 6 Weeks after Topographic Survey and Geotechnical Investigation are complete (Approximately 10 weeks after NTP) |
| ✈ 60% Design Documents Submittal | 8 Weeks after PER Review Meeting |
| ✈ 90% Design Documents Submittal | 8 Weeks after 60% DD Review Meeting |
| ✈ Final Design Documents Submittal | 6 Weeks after 90% DD Review Meeting |
| ✈ City Approval | 1 month additional (approx.) |
| ✈ Solicitation | 2 weeks additional (approx.) |
| ✈ Bidding/Permitting and Addenda | 4 weeks additional (approx.) |

*The schedule does not account for review time for the Client, City, FAA, or other governing authorities.

The actual schedule may vary significantly as the Project design progresses and the scope is further developed. Delays to the proposed design schedule outside of the Consultant's control may require re-evaluation of the proposed schedule and / or design fees.

## VII PROFESSIONAL SERVICES FEE AND TYPE

The Consultant will provide the above-described services for a **Lump Sum Fee of $347,734.00**. See Attachment A for a breakdown of costs.

## VIII ASSUMPTIONS AND EXCLUSIONS

The following are assumed for this proposal:

- In preparing any Contract Documents (sometimes referred to as "front end documents"), RS&H is not providing any legal advice or interpretation of any federal, state, or local statutes or other governing document. It is assumed that these documents, including any documents to satisfy grant documentation, will be reviewed and approved by the Client's legal representative.
- Preferred Site Plan will not change significantly from what is currently shown in the Conceptual Site Layout (Figure 1). Changes due to multiple iterations of site plans or edits to the site plan will incur additional design fees.
- All utilities are available at the site and no offsite improvements are required.
- Escort for geotechnical analyses and topographical survey will be provided by the Client.

- Applicable airfield pavements will be closed during geotechnical and topographical survey services, allowing for uninterrupted, continual access.
- The Client will provide current operational data (type of aircraft and number of operations) for pavement design purposes.
- In providing EOPCs, the Consultant has no control over the cost or availability of labor, equipment, or materials, or other local market conditions and that the Consultant's EOPCs are made on the basis of the Consultant's professional judgement and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Contractor's work will not vary from the Consultant's EOPC.
- The Consultant will only perform services related to Per- and Polyfluoroalkyl chemicals (PFAS) or substances possibly containing PFAS, including but not limited to sampling, handling and remediating, to the extent the Client specifically directs, in writing, the Consultant to perform such services. The Client will indemnify, defend, and hold harmless RS&H and its directors, officers, employees, affiliates, subsidiaries and consultants from any and all claims, suits, actions, demands, damages, judgments, liabilities, costs, and expenses (including attorney's fees), relating to or arising out of the nonperformance of services related to PFAS to the extent the Client did not provide specific written direction to the Consultant to perform such services.

Deviations from these assumptions once notice has been given to the Consultant to begin the services of this contract may require a change to the Project scope and additional fees.

Tasks not specifically noted as included in this scope of services are not included in this Contract. In addition, the following is a listing of major items not included as part of this Proposal. This list will not be construed as the only items not included as part of this scope of services.

- Funding coordination
- Federal Procurement Provision Development and Review (BABA, etc.)
- FAA Reimbursable Agreement coordination
- National Environmental Policy Act (NEPA) documentation beyond SWPPP plan sheets
- National Pollutant Discharge Elimination System ("NPDES") / Texas Pollutant Discharge Elimination System ("TPDES") / TCEQ permits
- Transportation Security Administration coordination
- Environmental remediation (wetlands, soil contamination, etc.)
- Permitting beyond that noted herein
- Permit fees unless otherwise indicated
- Boundary surveys
- Obstruction surveys
- Survey platting
- Subsurface Utility Explorations
- Stormwater / drainage improvements beyond basic site grading
- Flood plain analysis and Conditional Letter of Map Revision ("CLOMR") application
- Safety Risk Management System ("SRM") and Safety Assessment

- Per- and polyfluoroalkyl substances (PFAS) analysis and mitigation
- FAA Form 7480-1 and submittal
- Utility improvements
- Airfield electrical (lighting and signage) improvements
- Trench safety plan
- Confined space plan
- Clearing of existing trees and / or other vegetation
- Design of utilities
- Design or construction administration of NAVAID improvements / relocations
- Design or construction administration of ALCMS improvements / updates
- Architectural design for the hangars and terminal
- Building Mechanical/Electrical/Plumbing (MEP) design for the hangars and terminal
- Fire protection design for the hangars and terminal
- Structural design for the hangars and terminal
- Structural designs, such as dumpster enclosures, foundations, screening walls, and retaining walls
- Design of maintenance service fluid systems, such as oil/lubricant piping systems
- Design of storm water reclaim or grey water re-use systems
- Design of Special maintenance systems (i.e. avionics, electronics, etc.)
- Landscape design / architecture
- Irrigation design
- Tree Preservation Plan and Permit Application
- Electrical Site Lighting
- Airfield electrical design
- Signage design/layout
- IT & fiber design, security system designs
- Surveillance system design
- COMcheck compliance review
- Updates to Airport Layout Plan
- Construction and closeout phase services, RPR services, construction materials acceptance testing, construction staking, and/or any other construction-related services
- Construction verification surveys (Construction Documents will require Contractor to perform and submit for approval)
- Post-construction survey
- Closeout services (including Record Drawing production)
- Additional travel to the Airport, FAA offices, or any other requested travel, beyond those meetings explicitly noted herein
- Americans with Disabilities Act (ADA) design
- Texas Accessibility Standards (TAS) design

- TDLR review

A proposed scope and fee for Construction Administration and Closeout Phase Services, Resident Project Representative Services, Construction Materials Acceptance Testing, Construction Staking, and/or any other construction-related services will be prepared under a future package.

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**Submitted by:**

**RS&H, INC.:**

By: _____

Print Name: Steve M. Creamer

Title: Senior Vice President

**City of Lubbock - Mayor:**

By: _____

Print Name: Mark McBrayer

Title: Mayor

**Attest:**

By: _____

Print Name: Courtney Paz

Title: City Secretary

**Approved as to Content:**

By: _____

Print Name: Kelly Campbell

Title: Executive Director of Aviation

**Approved as to Form:**

By: _____

Print Name: Mitch Satterwhite

Title: First Assistant City Attorney

**ATTACHMENT A**
**SUMMARY OF PROFESSIONAL FEES**

RS&H

**Lubbock Preston Smith International Airport**
**West GA Apron Reconstruction and Rehabilitation**
**RS&H, Inc.**

## PER, DESIGN AND BIDDING PHASE SERVICES

| | SCOPE / TASK TITLE | PROJECT OFFICER | PROJECT MANAGER | CIV ENG IV | CIV ENG III | CIV ENG I | ENG IN TRAINING II | ENG IN TRAINING I | TECH/ DES IV | TECH/ DES I | ADMIN ASST. IV | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Task 1 – Preliminary Engineering Report Phase** | | | | | | | | | | | | |
| | **Task 1.01 Perform Project Initiation / Setup** | 2.0 | 4.0 | | | | | | | | 2.0 | 8.0 |
| | **Task 1.02 Perform Data Collection and Research** | | 2.0 | | 2.0 | 6.0 | | | | | | 10.0 |
| | **Task 1.03 Obtain Geotechnical Study** | | 4.0 | | | | | | | | | 4.0 |
| | **Task 1.04 Obtain Design Topographical Study** | | 2.0 | | | | | | 4.0 | 8.0 | | 14.0 |
| | **Task 1.05 Prepare Draft Preliminary Engineering Report (PER)** | | | | | | | | | | | 0.0 |
| | **Task 1.05.01 Civil** | | 24.0 | | 4.0 | 24.0 | | | | 40.0 | | 92.0 |
| | **Task 1.05.02 Phasing** | | 24.0 | | 4.0 | 16.0 | | | | 32.0 | | 76.0 |
| | **Task 1.05.03 Construction Durations** | | 6.0 | | 4.0 | 4.0 | | | | | | 14.0 |
| | **Task 1.05.04 Safety and Security** | | 4.0 | | 4.0 | 2.0 | | | | | | 10.0 |
| | **Task 1.05.05 Opinion of Probable Construction Cost** | | 4.0 | | 4.0 | 12.0 | | | | 8.0 | | 28.0 |
| | **Task 1.06 Perform In-House Quality Control Review** | 1.0 | 8.0 | 8.0 | 8.0 | | | | | | | 25.0 |
| | **Task 1.07 Submit PER** | | 1.0 | | 2.0 | 4.0 | | | | | | 7.0 |
| | **Task 1.08 Prepare and Submit FAA Form 7460-1** | | 1.0 | | 1.0 | 4.0 | | 4.0 | | | | 10.0 |
| | **Task 1.09 Meetings / Presentations** | | | | | | | | | | | |
| 1 | Task 1.09.01 Pre-Design Conference / Site Investigation (Onsite) | | 14.0 | | 14.0 | | | | | | | 28.0 |
| 3 | Task 1.09.02 Design Development / Coordination Meetings (Virtual) | | 4.5 | | 4.5 | | | | | | | 9.0 |
| 1 | Task 1.09.03 PER Review Meeting (Onsite) | | 14.0 | | 14.0 | | | | | | | 28.0 |
| 10 | **Task 1.10 Project Management and Administration** | 3.0 | 30.0 | | 15.0 | | | | | | 15.0 | 63.0 |
| | | | | | | | | | | | | |
| | TOTAL HOURS | 6.0 | 146.5 | 8.0 | 80.5 | 72.0 | 0.0 | 4.0 | 4.0 | 88.0 | 17.0 | 426.0 |
| | RATE | $ 393.00 | $ 285.00 | $ 277.00 | $ 231.00 | $ 161.00 | $ 138.00 | $ 118.00 | $ 191.00 | $ 122.00 | $ 127.00 | |
| | TOTAL LABOR $ | $ 2,358.00 | $ 41,752.50 | $ 2,216.00 | $ 18,595.50 | $ 11,592.00 | $ - | $ 472.00 | $ 764.00 | $ 10,736.00 | $ 2,159.00 | $ 90,645.00 |
| | | | | | | | | | | | | |
| | **OTHER DIRECT NON-SALARY COSTS** | | | | | | | | | | | |
| | SUBCONSULTANTS | | | | | | | | | | | |
| | Hugo Reed & Associates, Inc. | | | | | | | | | | | $ 7,700.00 |
| | Amarillo Testing and Engineering Inc. | | | | | | | | | | | $ 25,820.00 |
| | TOTAL SUBCONSULTANTS | | | | | | | | | | | $ 33,520.00 |
| | 10% Subconsultant Markup | | | | | | | | | | | $ 3,352.00 |
| | | | | | | | | | | | | |

**ATTACHMENT A**
**SUMMARY OF PROFESSIONAL FEES**

RS&H

**Lubbock Preston Smith International Airport**
**West GA Apron Reconstruction and Rehabilitation**
**RS&H, Inc.**

## PER, DESIGN AND BIDDING PHASE SERVICES

| | SCOPE / TASK TITLE | PROJECT OFFICER | PROJECT MANAGER | CIV ENG IV | CIV ENG III | CIV ENG I | ENG IN TRAINING II | ENG IN TRAINING I | TECH/ DES IV | TECH/ DES I | ADMIN ASST. IV | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TRAVEL | | | Flight @ | Car @ | Lodging @ | Per Diem @ | Tolls @ | No. of | | | |
| | | #People | #Days | $ 750.00 | $ 100.00 | $ 180.00 | $ 60.00 | $ - | Times | | | |
| | Task 1.09.01 Pre-Design Conference / Site Investigation (Onsite) | 2 | 2 | $ 1,500.00 | $ 100.00 | $ 360.00 | $ 240.00 | $ - | 1 | | | $ 2,200.00 |
| | Task 1.09.03 PER Review Meeting (Onsite) | 2 | 1 | $ 1,500.00 | $ - | $ - | $ 120.00 | $ - | 1 | | | $ 1,620.00 |
| | | | | | | | | | | | | $ 3,820.00 |
| | MILEAGE | 200 | Miles @ $ 0.55 | | | | | | | | | $ 110.00 |
| | SUM OF ODC's | | | | | | | | | | | $ 40,802.00 |
| | Total Proposed Fee for: | Task 1 – Preliminary Engineering Report Phase | | | | | | | | | LUMP SUM | $ 131,447.00 |
| Task 2 – 60% Design Phase Services | | | | | | | | | | | | |
| | Task 2.01 Prepare 60% Design Documents | | | | | | | | | | | |
| | Task 2.01.01 Civil Drawings | | 8.0 | | 4.0 | 16.0 | | | | 32.0 | | 60.0 |
| | Task 2.01.02 Phasing Drawings | | 8.0 | | 4.0 | 16.0 | | | | 24.0 | | 52.0 |
| | Task 2.01.03 Construction Durations | | 4.0 | | 4.0 | | | | | | | 8.0 |
| | Task 2.01.04 Technical Specifications | | 16.0 | | 6.0 | | | | | | 4.0 | 26.0 |
| | Task 2.01.05 Engineer's Report | 1.0 | 12.0 | | 2.0 | 8.0 | | | | | 4.0 | 27.0 |
| | Task 2.01.06 CSPP | | | | | | | | | | | 0.0 |
| | Task 2.01.07 CMP | | | | | | | | | | | 0.0 |
| | Task 2.01.08 Opinion of Probable Construction Cost | | 2.0 | | 2.0 | 12.0 | | | | | | 16.0 |
| | Task 2.02 Perform In-House Quality Control Review – 60% Design Documents | 2.0 | 8.0 | 16.0 | 8.0 | | | | | | | 34.0 |
| | Task 2.03 Submit 60% Design Documents | | 1.0 | | 2.0 | 4.0 | | | | | | 7.0 |
| | Task 2.04 Meetings / Presentations | | | | | | | | | | | |
| 5 | Task 2.04.01 Design Development / Coordination Meetings (Virtual) | | 7.5 | | 7.5 | | | | | | | 15.0 |
| 1 | Task 2.04.02 60% Design Documents Review Meeting (Onsite) | | 14.0 | | 14.0 | | | | | | | 28.0 |
| 8 | Task 2.05 Project Management and Administration | 2.0 | 24.0 | | 12.0 | | | | | | 12.0 | 50.0 |
| | TOTAL HOURS | 5.0 | 104.5 | 16.0 | 65.5 | 56.0 | 0.0 | 0.0 | 0.0 | 56.0 | 20.0 | 323.0 |
| | RATE | $ 393.00 | $ 285.00 | $ 277.00 | $ 231.00 | $ 161.00 | $ 138.00 | $ 118.00 | $ 191.00 | $ 122.00 | $ 127.00 | |
| | TOTAL LABOR $ | $ 1,965.00 | $ 29,782.50 | $ 4,432.00 | $ 15,130.50 | $ 9,016.00 | $ - | $ - | $ - | $ 6,832.00 | $ 2,540.00 | $ 69,698.00 |

ATTACHMENT A
SUMMARY OF PROFESSIONAL FEES

RS&H

**Lubbock Preston Smith International Airport**
**West GA Apron Reconstruction and Rehabilitation**
**RS&H, Inc.**

## PER, DESIGN AND BIDDING PHASE SERVICES

| | SCOPE / TASK TITLE | PROJECT OFFICER | PROJECT MANAGER | CIV ENG IV | CIV ENG III | CIV ENG I | ENG IN TRAINING II | ENG IN TRAINING I | TECH/ DES IV | TECH/ DES I | ADMIN ASST. IV | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | OTHER DIRECT NON-SALARY COSTS | | | | | | | | | | | |
| | TRAVEL | | | Flight @ | Car @ | Lodging @ | Per Diem @ | Tolls @ | No. of | | | |
| | | #People | #Days | $ 750.00 | $ 100.00 | $ 180.00 | $ 60.00 | $ - | Times | | | |
| | Task 2.04.02 60% Design Documents Review Meeting (Onsite) | 2 | 1 | $ 1,500.00 | $ - | $ - | $ 120.00 | $ - | 1 | | | $ 1,620.00 |
| | | | | | | | | | | | | $ 1,620.00 |
| | MILEAGE | 100 | Miles @ $ 0.55 | | | | | | | | | $ 55.00 |
| | SUM OF ODC's | | | | | | | | | | | $ 1,675.00 |
| | Total Proposed Fee for: | Task 2 – 60% Design Phase Services | | | | | | | | | LUMP SUM | $ 71,373.00 |
| | Task 3 – 90% Design Phase Services | | | | | | | | | | | |
| | Task 3.01 Incorporate 60% Design Review Comments | 1.0 | 4.0 | | 2.0 | 8.0 | | | | 12.0 | | 27.0 |
| | Task 3.02 Prepare Final Design (Bid) Documents | | | | | | | | | | | |
| | Task 3.02.01 Civil Drawings | | 8.0 | | 4.0 | 16.0 | | | | 30.0 | | 58.0 |
| | Task 3.02.02 Phasing Drawings | | 8.0 | | 2.0 | 16.0 | | | | 16.0 | | 42.0 |
| | Task 3.02.03 Construction Durations | | 2.0 | | 2.0 | | | | | | | 4.0 |
| | Task 3.02.04 Technical Specifications | | 8.0 | | 4.0 | | | | | | 2.0 | 14.0 |
| | Task 3.02.05 Engineer's Report | 1.0 | 8.0 | | 2.0 | 8.0 | | | | | 2.0 | 21.0 |
| | Task 3.02.06 CSPP | 1.0 | 6.0 | | 2.0 | | | | | | | 9.0 |
| | Task 3.02.07 CMP | | 8.0 | | 2.0 | | | | | | | 10.0 |
| | Task 3.02.08 Opinion of Probable Construction Cost | | 2.0 | | 2.0 | 6.0 | | | | | | 10.0 |
| | Task 3.03 Perform In-House Quality Control Review – 90% Design Documents | 2.0 | 8.0 | 12.0 | 8.0 | | | | | | | 30.0 |
| | Task 3.04 Submit 90% Design Documents | | 1.0 | | 2.0 | 4.0 | | | | | | 7.0 |
| | Task 3.05 Meetings / Presentations | | | | | | | | | | | |
| 5 | Task 3.05.01 Design Development / Coordination Meetings (Virtual) | | 7.5 | | 7.5 | | | | | | | 15.0 |
| 1 | Task 3.05.02 90% Design Documents Review Meeting (Virtual) | | 1.5 | | 1.5 | | | | | | | 3.0 |
| 8 | Task 3.06 Project Management and Administration | 2.0 | 24.0 | | 12.0 | | | | | | 12.0 | 50.0 |
| | | | | | | | | | | | | 0.0 |
| | TOTAL HOURS | 7.0 | 96.0 | 12.0 | 53.0 | 58.0 | 0.0 | 0.0 | 0.0 | 58.0 | 16.0 | 300.0 |
| | RATE | $ 393.00 | $ 285.00 | $ 277.00 | $ 231.00 | $ 161.00 | $ 138.00 | $ 118.00 | $ 191.00 | $ 122.00 | $ 127.00 | |
| | TOTAL LABOR $ | $ 2,751.00 | $ 27,360.00 | $ 3,324.00 | $ 12,243.00 | $ 9,338.00 | $ - | $ - | $ - | $ 7,076.00 | $ 2,032.00 | $ 64,124.00 |
| | Total Proposed Fee for: | Task 3 – 90% Design Phase Services | | | | | | | | | LUMP SUM | $ 64,124.00 |

**ATTACHMENT A**
**SUMMARY OF PROFESSIONAL FEES**

RS&H

**Lubbock Preston Smith International Airport**
**West GA Apron Reconstruction and Rehabilitation**
**RS&H, Inc.**

## PER, DESIGN AND BIDDING PHASE SERVICES

| | SCOPE / TASK TITLE | PROJECT OFFICER | PROJECT MANAGER | CIV ENG IV | CIV ENG III | CIV ENG I | ENG IN TRAINING II | ENG IN TRAINING I | TECH/ DES IV | TECH/ DES I | ADMIN ASST. IV | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Task 4 – Final Design (Bid Documents) Phase Services | | | | | | | | | | | | |
| | Task 4.01 Incorporate 90% Design Review Comments | 1.0 | 4.0 | | 2.0 | 16.0 | | | | 16.0 | | 39.0 |
| | Task 4.02 Prepare Final Design (Bid) Documents | | | | | | | | | | | |
| | Task 4.02.01 Civil Drawings | | 6.0 | | 2.0 | 16.0 | | | | 24.0 | | 48.0 |
| | Task 4.02.02 Phasing Drawings | | 6.0 | | 2.0 | 16.0 | | | | 12.0 | | 36.0 |
| | Task 4.02.03 Construction Durations | | 2.0 | | 2.0 | | | | | | | 4.0 |
| | Task 4.02.04 Technical Specifications | | 8.0 | | 2.0 | | | | | | 2.0 | 10.0 |
| | Task 4.02.05 Engineer's Report | 1.0 | 4.0 | | 2.0 | 4.0 | | | | | 2.0 | 13.0 |
| | Task 4.02.06 CSPP | 1.0 | 4.0 | | 1.0 | | | | | | | 6.0 |
| | Task 4.02.07 CMP | | 4.0 | | 1.0 | | | | | | | 5.0 |
| | Task 4.02.08 Opinion of Probable Construction Cost | | 4.0 | | 2.0 | 4.0 | | | | | | 10.0 |
| | Task 4.03 Perform In-House Quality Control Review – Final Design (Bid) Documents | 2.0 | 8.0 | 12.0 | 16.0 | | | | | | | 38.0 |
| | Task 4.04 Submit Final Design (Bid) Documents | | 1.0 | | 2.0 | 4.0 | | | | | | 7.0 |
| | Task 4.05 Meetings / Presentations | | | | | | | | | | | |
| 2 | Task 4.05.01 Design Development / Coordination Meetings (Virtual) | | 3.0 | | 3.0 | | | | | | | 6.0 |
| 6 | Task 4.06 Project Management and Administration | 2.0 | 18.0 | | 9.0 | | | | | | 9.0 | 38.0 |
| | | | | | | | | | | | | 0.0 |
| | TOTAL HOURS | 7.0 | 70.0 | 12.0 | 46.0 | 60.0 | 0.0 | 0.0 | 0.0 | 52.0 | 13.0 | 260.0 |
| | RATE | $ 393.00 | $ 285.00 | $ 277.00 | $ 231.00 | $ 161.00 | $ 138.00 | $ 118.00 | $ 191.00 | $ 122.00 | $ 127.00 | |
| | TOTAL LABOR $ | $ 2,751.00 | $ 19,950.00 | $ 3,324.00 | $ 10,626.00 | $ 9,660.00 | $ - | $ - | $ - | $ 6,344.00 | $ 1,651.00 | $ 54,306.00 |
| | Total Proposed Fee for: | Task 4 – Final Design (Bid Documents) Phase Services | | | | | | | | | LUMP SUM | $ 54,306.00 |

**ATTACHMENT A**
**SUMMARY OF PROFESSIONAL FEES**

RS&H

## Lubbock Preston Smith International Airport
**West GA Apron Reconstruction and Rehabilitation**
**RS&H, Inc.**

### PER, DESIGN AND BIDDING PHASE SERVICES

| | SCOPE / TASK TITLE | PROJECT OFFICER | PROJECT MANAGER | CIV ENG IV | CIV ENG III | CIV ENG I | ENG IN TRAINING II | ENG IN TRAINING I | TECH/ DES IV | TECH/ DES I | ADMIN ASST. IV | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Task 5 – Bid Phase Services | | | | | | | | | | | | |
| | Task 5.01 Respond to Bidder / Contractor Inquiries | | 6.0 | | 2.0 | | | | | | 2.0 | 10.0 |
| | Task 5.02 Issue Addenda | | 8.0 | | 2.0 | 12.0 | | | | 16.0 | | 38.0 |
| | Task 5.03 Evaluate Bids | | 4.0 | | 1.0 | 2.0 | | | | | 2.0 | 9.0 |
| | Task 5.04 Meetings / Presentations | | | | | | | | | | | |
| 1 | Task 5.04.01 Pre-bid Conference (Onsite) | | 14.0 | | 14.0 | | | | | | | 28.0 |
| 1 | Task 5.04.02 Bid Opening | | 1.5 | | 1.5 | | | | | | | 3.0 |
| | Task 5.05 Prepare Conformed Construction Documents | | 1.0 | | 2.0 | | | 4.0 | | 4.0 | | 11.0 |
| 5 | Task 5.06 Project Management and Administration | 1.0 | 8.0 | | 4.0 | | | | | | 4.0 | 17.0 |
| | | | | | | | | | | | | |
| | TOTAL HOURS | 1.0 | 42.5 | 0.0 | 26.5 | 14.0 | 0.0 | 4.0 | 0.0 | 20.0 | 8.0 | 116.0 |
| | RATE | $ 393.00 | $ 285.00 | $ 277.00 | $ 231.00 | $ 161.00 | $ 138.00 | $ 118.00 | $ 191.00 | $ 122.00 | $ 127.00 | |
| | TOTAL LABOR $ | $ 393.00 | $ 12,112.50 | $ - | $ 6,121.50 | $ 2,254.00 | $ - | $ 472.00 | $ - | $ 2,440.00 | $ 1,016.00 | $ 24,809.00 |

| OTHER DIRECT NON-SALARY COSTS | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| TRAVEL | | | Flight @ | Car @ | Lodging @ | Per Diem @ | Tolls @ | No. of |
| | #People | #Days | $ 750.00 | $ 100.00 | $ 160.00 | $ 60.00 | $ - | Times |
| Task 5.04.01 Pre-bid Conference (Onsite) | 2 | 1 | $ 1,500.00 | $ - | $ - | $ 120.00 | $ - | 1 |
| | | | | | | | | $ 1,620.00 |
| | | | | | | | | $ 1,620.00 |
| MILEAGE | 100 | Miles @ | $ 0.55 | | | | | $ 55.00 |
| SUM OF ODC's | | | | | | | | $ 1,675.00 |

| | | | |
|---|---|---|---|
| Total Proposed Fee for: | Task 5 – Bid Phase Services | LUMP SUM | $ 26,484.00 |
| Total Fee for all Services: | | LUMP SUM | $ 347,734.00 |

# ATTACHMENT B
# SUBCONSULTANT PROPOSALS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-8642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

LAND SURVEYORS
CIVIL ENGINEERS

January 29, 2026

Courtney Towles, PE
Engineer, Aviation
4835 LBJ Freeway, Suite 700, Dallas TX 75244
O 469-857-7744 | M 847-687-3182
courtney.towles@rsandh.com

Re: Professional Land Surveying Services for the West GA Apron Topographic Survey, Preston Smith Lubbock International Airport, Lubbock, Texas.

Dear Ms. Towles:

Hugo Reed and Associates, Inc. (HRA) is pleased to submit this proposal to provide professional land surveying services relating to the referenced project. This proposal is intended to describe the general services proposed, the approximate project schedule, and our related fees.

## GENERAL

Based on previous discussions and review of the information received to date, the following is our proposed general scope of services for the referenced project. To the best of our knowledge, HRA has addressed all requirements anticipated to be provided by HRA associated with the referenced project. Should items be identified and determined to be required that are outside this scope of services during the performance thereof, HRA will advise the Client and negotiate an amendment to this agreement in good faith.

HRA will perform all services utilizing the customary standard of care for the type of work in the location it is to be performed. HRA cannot be held responsible for circumstances beyond its control that may have a material effect on HRA's ability to perform. HRA is not proposing to perform any other services not specifically outlined herein.

This proposal is confidential and shall not be shared with anyone other than recipient and Client without prior written consent by HRA.

## SCOPE OF SERVICES

### TOPOGRAPHIC SURVEY

The survey will include:

- Approx. 20-foot Grid (every concrete joint) & additional points sufficient to accurately show existing ground surface and existing site features for the area depicted in attached Exhibit "A".
- Datum to be relative to the Texas Coordinate System of 1983 and NAVD88
- Establish project control points for future construction.

- Existing drainage features.
- Curb PCs, PTs, midpoints, and enough spots to define curves

- **Utilities**
  - Visible, above-ground indications of underground utilities and utility markings made by others as a result of a Texas 811 "One-Call" to be initiated by HRA.
  - Overhead utilities within, across, or along the subject property.

- **Deliverables**
  - Electronic drawing in AutoCAD Civil3D compatible with Version 2023.
  - PDF copy of survey signed and sealed by a Texas Registered Professional Land Surveyor.

**SCHEDULE ISSUES**
HRA proposes to provide the specific deliverables listed herein on the approximate schedule as detailed hereunder. HRA cannot be held responsible for circumstances beyond HRA's control that may have a material impact on HRA's ability to perform the proposed services by the proposed schedule. HRA proposes to deliver the survey in 4 weeks from notice to proceed.

**COMPENSATION**
HRA proposes to provide the services described above as summarized below. HRA may invoice you at monthly intervals based on percentages of the various work categories completed. Payments are due upon receipt.

**TOPOGRAPHIC SURVEY** **$7,700.00**

By signing, dating, and returning this proposal (fax acceptable), you are authorizing HRA to proceed in accordance with the terms of this letter. If you have any questions or need any additional information, please do not hesitate to contact us at your convenience.

Sincerely,

Robby A. Christopher, LSLS, RPLS
V. P. Engineering Surveying
Hugo Reed and Associates, Inc.

Accepted,

(Signature) Date
Courtney Towles, PE
RS&H

# EXHIBIT "A"



Mr. Elliot Neph, PE, LEED GA, ENV SP
RS&H
4835 LBJ Freeway | Suite 700 Dallas,
TX 75244

**SCOPE/BACKGROUND:**
GEOTECHNICAL SUBSURFACE STUDY
CLIENT: RS&H
PROJECT: LBB WEST GA APRON
LOCATION: LUBBOCK, TX

**Dear Mr. Neph,**

Amarillo Testing & Engineering, Inc (AT&E) is submitting a proposal with lump sum fee to conduct a geotechnical engineering investigation of the proposed site. The proposal was requested by you on January 29, 2026 and is prepared based on the following scope. If we have erred in our understanding of the proposed scope of work, please let us know so we can revise or amend this proposal.

The purpose of this study will be to explore subsurface soil conditions at the site to provide geotechnical and pavement rehabilitation recommendations at the West GA Apron at Lubbock Preston Smith Airport in Lubbock, TX.

We have assumed the drilling sites will be accessible to complete the exploratory field sampling. AT&E will place a utility clearance/locate request (TX811) within the project work site. It will be the Owner's responsibility to mark any private utilities in project area. AT&E can also coordinate a private utility locate if needed.

**FIELD EXPLORATION**

Per the project area provided by RS&H, AT&E will perform twenty-four (24) soil borings that will be drilled with a truck-mounted drill rig and support vehicle. All (24) soil boring will be advanced to a depth of ten (10) feet and be placed per the boring location plan.

DCP testing (ASTM D6951) will be performed on the in-situ soil to a depth of three (3) feet. The relative density/consistency of the soil will be determined in general accordance with the use of the Standard Penetration Test (SPT) (ASTM D1586)

We plan to use our truck-mounted MobileDrill B-48 or MobileDrill B-29 drilling rig to advance the test borings. All samples will be collected obtained using split-barrel samplers used in conjunction with the standard penetration tests.

AT&E field personnel will mark the boring locations using a hand-held GPS or normal taping methods. Both methods provide accuracy within 20-40 feet. If more precise surveying of bore locations is required, AT&E will amend the project fee to include the additional cost. At the completion of drilling operations, borings will be backfilled with soil cuttings at the surface. Any concrete surface will be patched using non-shrink grout.

**ANTICIPATED SCHEDULE**

The fieldwork should take one (1) to two (2) weeks to complete, weather permitting. Mobilization date will be set once we receive a signed proposal. We believe we can mobilize one (1) to three (3) weeks from receiving authorization to proceed. Laboratory testing and preparation of the engineering report will require an additional three (3) to five (5) weeks to complete upon completion of the drilling phase.

We appreciate the opportunity of submitting this proposal and look forward to working with you on this project. If you have any questions, please feel free to call us.

**CONSULTANT PROJECT LEAD:**

Jose A. Gonzalez, PE

Amarillo Testing & Engineering, Inc

TBPE Firm License No E-3576

1113 N McMasters St

Amarillo, TX 79106

jgonzalez@amarillotesting.com

**ACCEPTED BY:**

_____

Signature

_____

Print

_____

Title

_____

Company

KC 3/30

**City of Lubbock, TX**
**Capital Project**
**Project Cost Detail**
**April 14, 2026**

| | |
|---|---|
| Capital Project Number: | 92956 |
| Capital Project Name: | West General Aviation Apron Rehabilitation |

| | Budget |
|---|---|
| *Agenda Item April 14, 2026* | |
| RS&H, Inc. - Preliminary Engineer's Report, Design & Bidding Services | 347,734 |
| ***Encumbered/Expended To Date*** | 347,734 |
| | |
| *Estimated Costs for Remaining Appropriation* | 5,652,266 |
| ***Remaining Appropriation*** | 5,652,266 |
| | |
| **Total Appropriation *** | $ 6,000,000 |

* 2nd Reading of Budget Ordinance Amendment 18 on April 14, 2026 City Council Meeting Agenda (Establishing Capital Project and appropriating $6,000,000 Budget)

AI# 14180
Regular City Council Meeting 6. 2.
04/14/2026:

## Information

### Agenda Item

**Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2026-O0035, Amendment 19, respecting the Traffic Capital Projects Fund to establish Capital Improvement Project 8714, 13th Street & Slide Road Intersection Traffic Signals.

### Item Summary

On March 24, 2026, the City Council approved the first reading of the ordinance.

I. Establish Capital Improvement Project 8714, 13th & Slide Intersection Traffic Signals, and appropriate funding in the amount of $77,000. Funding will be from the Texas Department of Transportation.

### Fiscal Impact

Funding in the amount of $77,000 for Capital Improvement Project 8714, 13th Slide Intersection Traffic Signals, will be from the Texas Department of Transportation.

### Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

## Attachments

Budget Amendment 19

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING FY 2025-26 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE TRAFFIC CAPITAL PROJECTS FUND TO ESTABLISH CAPITAL IMPROVEMENT PROJECT 8714, 13TH AND SLIDE INTERSECTION TRAFFIC SIGNALS; 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 2025-26 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 2025-26 (Budget Amendment #19) for municipal purposes, as follows:

I. Establish Capital Improvement Project 8714, 13th & Slide Intersection Traffic Signals, and appropriate funding in the amount of $77,000. Funding will be from the Texas Department of Transportation.

**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

ccdocs//Ord.BudgetFY25-26BA#19
March 9, 2026

AI# 14079
Regular City Council Meeting 6. 2. 1.
04/14/2026:

## 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 $479,128.99.

A local contribution of approximately $30,093.30 is required for the City to pay TxDOT to administer the project. In addition, the City is responsible for any project cost overruns. The local contribution will be funded from Capital Improvement Project 92742. TxDOT will also contribute $873 toward the project.

TxDOT 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. The estimated amount of Local Government expenses incurred is $77,000, which will be funded from Capital Improvement Project 8714 13th Street and Slide Road Intersection Traffic Signals.

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 TxDOT project construction estimate is $510,095.29 (federal/state/local participation, per Advanced Funding Agreement).

The City share of the Advance Funding Agreement in the amount of $30,093.30, is funded in Capital Improvements Project 92742 Traffic Signals FY 2021-22 through FY 2025-26.

The estimated City-furnished signal equipment to be reimbursed by TxDOT, is $77,000 and is funded in Capital Improvement Project 8714 13th Street and Slide Road Intersection Traffic Signals.

**Staff/Board Recommending**

Erik Rejino, Assistant City Manager
David Bragg, P.E., Division Director of Public Works

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**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 Counsel on the _____ day of _____, 2026.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES AFA Traffic Signal 13th Street & Slide Road
January 27, 2026

| 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, Intersection of 13th Street & Slide Road | | | *AFA Not Used For Research & Development* | |

**STATE OF TEXAS** §

**COUNTY OF TRAVIS** §

# ADVANCE FUNDING AGREEMENT
# For
# Highway Safety Improvement Program
# 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 **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 **April 14, 2026** , 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.

| 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, Intersection of 13th Street & Slide Road | | | | *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 | **N/A** | 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 traffic signals improvement and install flashing yellow arrow by 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.

| 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, Intersection of 13th Street & Slide Road | | | *AFA Not Used For Research & Development* | |

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<br>ATTN: Director of Public Works<br>1314 Avenue K<br>Lubbock, Tx 79401 | Texas Department of Transportation<br>ATTN: Director of Contract Services<br>125 E. 11th Street<br>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.

*[The remainder of this page is intentionally left blank]*

| 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, Intersection of 13th Street & Slide Road | | | | *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

Typed or Printed Name & Title

Date

APPROVED AS TO FORM:

Signature

David Bragg Interim Division Director of Public Works

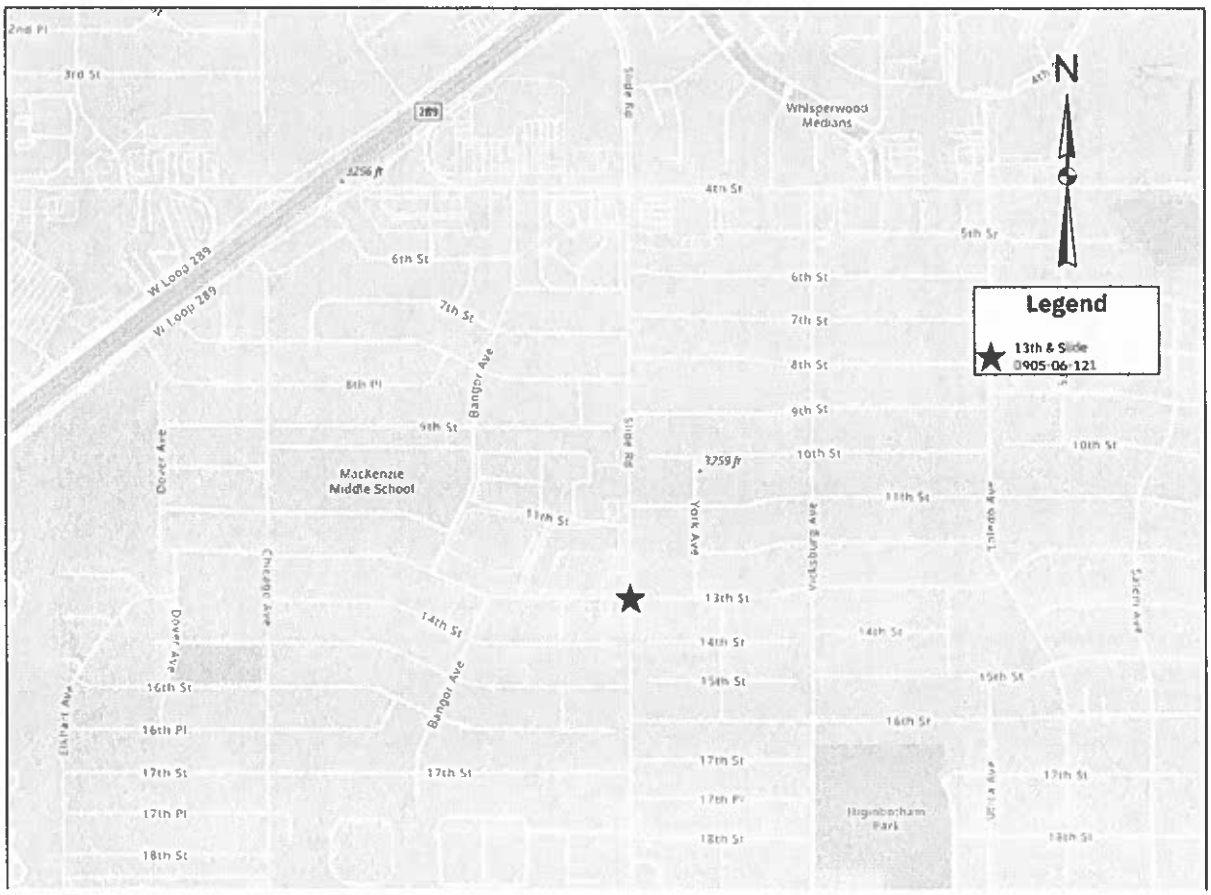
Typed or Printed Name & Title

2/9/2026

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, Intersection of 13th Street & Slide Road | | | | *AFA Not Used For Research & Development* | |

# ATTACHMENT A
## LOCATION MAP SHOWING PROJECT



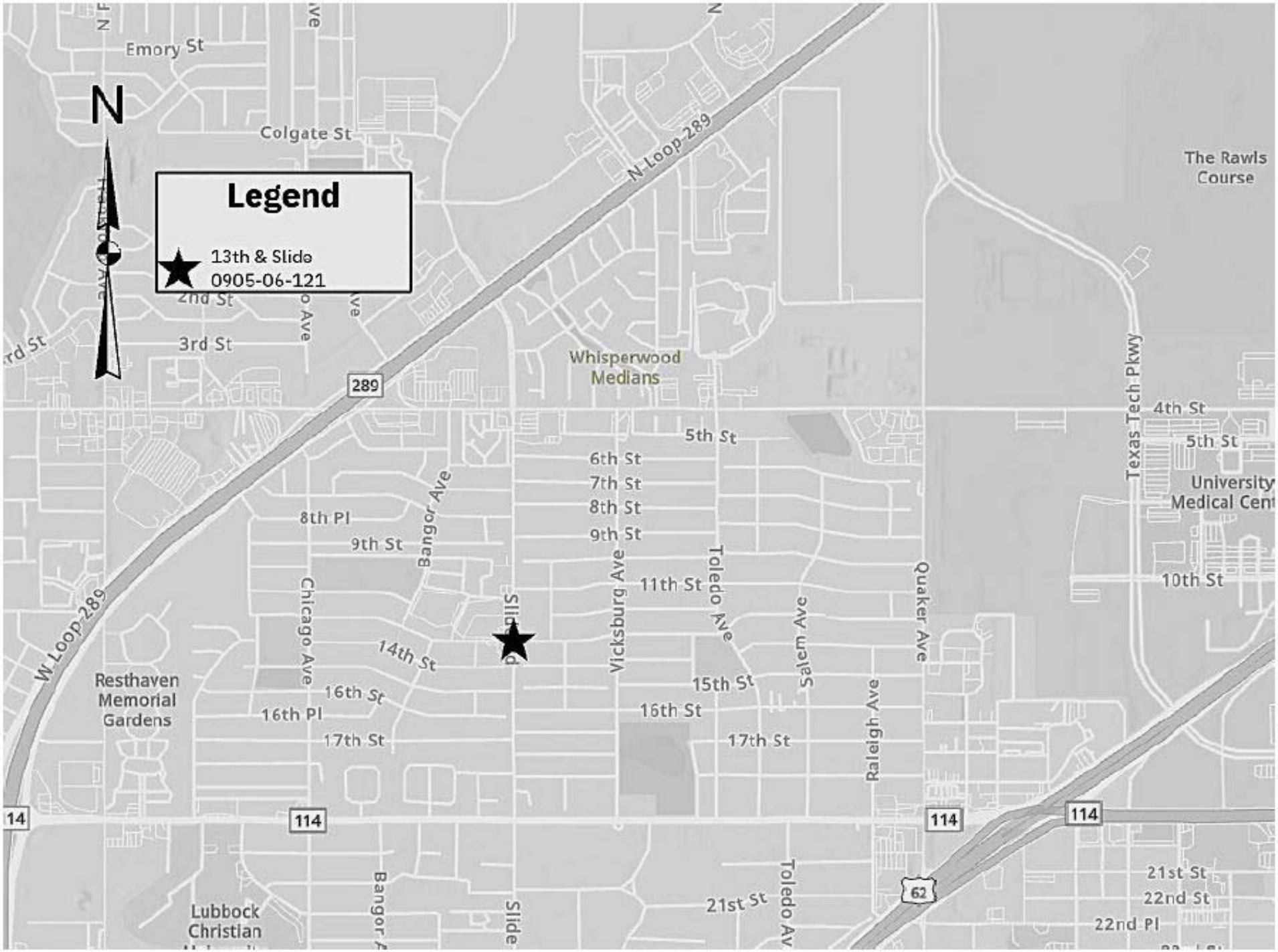
| TxDOT: | | | | | Federal Highway Administration: | |
|---|---|---|---|---|---|---|
| CCSJ # | 0067-07-099 | AFA ID | Z00011627 | | CFDA No. | 20.205 |
| AFA CSJs | 0905-06-121 | | | | CFDA Title | Highway Planning and Construction |
| District # | 05 | Code Chart 64# | | | | |
| Project Name | Traffic 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 (by State) | $460,000.00 | 100% | $460,000.00 | 0% | $0 | 0% | $0 |
| Construction Engineering (by State) | $19,128.99 | 100% | $19,128.99 | 0% | $0 | 0% | $0 |
| Subtotal | $479,128.99 | | $479,128.99 | | $0.00 | | $0.00 |
| Environmental Direct State Costs | $1.00 | 0% | $0 | 0% | $0 | 100% | $1.00 |
| Engineering Direct State Costs | $1.00 | 0% | $0 | 0% | $0 | 100% | $1.00 |
| Right of Way Direct State Costs | $1.00 | 0% | $0 | 0% | $0 | 100% | $1.00 |
| Utility Direct State Costs | $1.00 | 0% | $0 | 0% | $0 | 100% | $1.00 |
| Construction Direct State Costs | $30,089.30 | 0% | $0 | 0% | $0 | 100% | $30,089.30 |
| Subtotal | $30,093.30 | 0% | $0.00 | 0% | $0.00 | 100% | $30,093.30 |
| Indirect State Costs | $873.00 | 0% | $0 | 100% | $873.00 | 0% | $0 |
| TOTAL | $510,095.29 | | $479,128.99 | | $873.00 | | $30,093.30 |

Payment by the Local Government to the State before construction: $30,093.30
Estimated total payment by the Local Government to the State $30,093.30. This is an estimate. The final amount of Local Government participation will be based on actual costs.


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**
**April 14, 2026**

| | |
|---|---|
| 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 | 297,052 |
| Underground Boring Services Contract | 42,823 |
| Wayside Horn Contracts | 178,773 |
| Encumbered - New Signal Parts (RRFB, APS, Detection System, Pull Boxes, Rebar Cages, Cabinet, School Zone Beacons, Solar Powered LED Stop Signs etc.) | 144,830 |
| *Agenda Item April 14, 2026* | |
| 13th and Slide TxDOT AFA 0905-06-121 | 30,089 |
| ***Encumbered/Expended To Date*** | 1,443,567 |
| *Estimated Cost for Remaining Appropriation* | |
| *Traffic Signal Equipment* | 370,418 |
| ***Remaining Appropriation*** | 370,418 |
| **Total Appropriation** | $ 1,813,985 |



# 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 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, Growth and Development, and Community Improvement

**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 2024-25** Funding was utilized to install a wayside horn for the railroad crossing at Avenue P and 2nd Street, meet the City's 20% obligation of the contract with TxDOT for federal funds through the MPO that will upgrade pedestrian and vehicular detection at 60 traffic signals throughout the City, construct ramps and a flashing school zone at Lubbock Cooper East Elementary school, construct a ramp and signed school zone for Condra School, construct a flashing school zone for Frenship Memorial High School, and construct a new traffic signal at 114th Street and University Avenue.

## Project History

- Prior to FY 2023-24 $770,235 had been appropriated
- FY 2023-24 $225,000 appr. by Ord. 2023-O0108
- FY 2024-25 $450,000 appr. by Ord. 2024-O0128
- FY 2024-25 $200,000 appr. by BCR# 2025-3
- FY 2024-25 $281,250 reduced by Ord. 2025-O0024
- FY 2025-26 $450,000 appr. by Ord. 2025-O0112

## Project Dates

Project Start Date - Construction: 10/1/2021
Project End Date - Construction: 9/30/2026

## Project Location

City-wide

## Project Appropriations

| | Appropriation to Date | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget | 2030 - 31 Budget | 2031 - 32 Budget |
|---|---|---|---|---|---|---|---|
| **Construction** | $1,813,985 | $0 | $0 | $0 | $0 | $0 | $0 |
| **TOTAL** | **$1,813,985** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |

## Project Funding

| | Funding to Date | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget | 2030 - 31 Budget | 2031 - 32 Budget |
|---|---|---|---|---|---|---|---|
| **General Fund Cash** | $1,363,985 | $0 | $0 | $0 | $0 | $0 | $0 |
| **TOTAL** | **$1,363,985** | **$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# 14184**
**Regular City Council Meeting** **6. 3.**
**04/14/2026:**

## Information

### Agenda Item

**Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2026-O0036, Amendment 20, respecting the Abandoned Vehicle Fund.

### Item Summary

On March 24, 2026, the City Council approved the first reading of the ordinance.

I. Amend the Abandoned Vehicle Fund and appropriate funding in the amount of $40,000 from $1,118,670 to $1,158,670. Funding will be from the Abandoned Vehicle Fund Available Reserves.

### Fiscal Impact

Funding in the amount of $40,000 for the Abandoned Vehicle Fund will be from the Abandoned Vehicle Fund Available Reserves.

### Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

## Attachments

Budget Ordinance - Amendment 20

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING FY 2025-26 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE ABANDONED VEHICLE FUND TO PURCHASE SEMI-AUTOMATIC RIFLES FOR USE BY THE LUBBOCK POLICE DEPARTMENT, AND FURTHER FOR THE PURCHASE OF MATERIALS ASSOCIATED WITH THE PUBLIC RECOGNITION OF POLICE PERSONNEL AND CITIZENS, AND EXPENSES RELATED THEREWITH; 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 2025-26 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 2025-26 (Budget Amendment #20) for municipal purposes, as follows:

I. Amend the Abandoned Vehicle Fund and appropriate funding in the amount of $40,000 from $1,118,670 to $1,158,670. Funding will be from the Abandoned Vehicle Fund Available Reserves.

**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

ccdocs//Ord.BudgetFY25-26BA#20
March 10, 2026

AI# 14208
Regular City Council Meeting 6. 4.
04/14/2026:

## Information

### Agenda Item

**Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2026-O0037, Amendment 21, amending the FY 2025-26 Budget for Municipal Purposes, respecting the Lubbock Power and Light Operating and Capital Fund related to establishing Capital Improvement Project 92955, Feeder Optimization, and appropriating funding; and increase miscellaneous revenue in Fund 211.

### Item Summary

On March 24, 2026, the City Council approved the first reading of the ordinance.

1. Amend the Lubbock Power and Light FY 2025-26 Operating Budget by increasing the appropriation for Miscellaneous revenue by $1,700,000 from $0 to $1,700,000. Funding will be from subrogation revenue from insurance for the Brandon Substation damage.
2. Establish Capital Improvement Project 92955, Feeder Optimization, and appropriate funding in the amount of $1,700,000.
3. Amend Lubbock Power and Light FY 2025-26 Operating Budget, by increasing the Transfer to the Lubbock Power and Light capital project fund in the amount of $1,700,000, from $26,692,167 to $28,392,167.

The LP&L Administration is requesting the creation of this CIP to address the need as feeder loading increases and system demands evolve, inefficiencies such as phase imbalance and reduced power factor contribute to elevated system losses and added equipment stress. Proactive feeder optimization is necessary to maintain distribution system performance, improve operational flexibility, and reduce the likelihood of large capital reinforcements in the near term.

This amendment also increases the miscellaneous revenue to recognize the funds received from insurance for the damages to the Brandon Substation in the amount of $1,700,000.

*Project Scope:* Evaluate and optimize distribution feeders through phase load balancing, installation of additional reclosers for improved sectionalization, and placement of capacitor banks to enhance power factor and voltage regulation.

*Project Justification:* As feeder loading increases and system demands evolve, inefficiencies such as phase imbalance and reduced power factor contribute to elevated system losses and added equipment stress. Proactive feeder optimization is necessary to maintain distribution system performance, improve operational flexibility, and reduce the likelihood of large capital reinforcements in the near term.

**Fiscal Impact**

The total approximate cost for the work listed above is $1,700,000. A cash transfer from the Operating Fund to the Capital Fund in the amount of $1,700,000 is requested to be allocated to CIP #92955, Feeder Optimization.

**Staff/Board Recommending**

Joe Jimenez, Chief Financial Officer
Electric Utility Board

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**Attachments**

Budget Amendment 21
LPL Resolution

ORDINANCE NO. _____

AN ORDINANCE AMENDING FY 2025-26 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE LUBBOCK POWER AND LIGHT OPERATING AND CAPITAL FUND RELATING TO ESTABLISHING CAPITAL IMPROVEMENT PROJECT 92955 FEEDER OPTIMIZATION AND APPROPRIATING FUNDING; AND INCREASE MISCELLANEOUS REVENUE IN FUND 211; 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 2025-26 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 2025-26 (Budget Amendment #21) for municipal purposes, as follows:

I. Amend the Lubbock Power and Light FY 2025-26 Operating Budget by increasing the appropriation for Miscellaneous revenue by $1,700,000 from $0 to $1,700,000. Funding will be from subrogation revenue from insurance for the Brandon Substation damage.
II. Establish Capital Improvement Project 92955, Feeder Optimization, and appropriate funding in the amount of $1,700,000.
III. Amend Lubbock Power and Light FY 2025-26 Operating Budget, by increasing the Transfer to the Lubbock Power and Light capital project fund in the amount of $1,700,000, from $26,692,167 to $28,392,167.

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:

_____
Matt Wade, City Attorney

# RESOLUTION

WHEREAS, the City of Lubbock has a responsibility to its citizens to carefully budget and account for the financing and funding of Lubbock Power & Light, prudently manage Lubbock Power & Light's municipal finances, and plan for the adequate funding of services by Lubbock Power & Light;

WHEREAS, the purpose of the budget for Lubbock Power & Light is to achieve the goals outlined above and to achieve a long-term stable and positive financial position of Lubbock Power & Light by exercising integrity, prudence, responsible stewardship, and planning accountability;

WHEREAS, the Electric Utility Board is charged with approving an annual budget and submitting a budget and any amendments thereto for Lubbock Power & Light to the City Council for adoption pursuant to Title I, Chapter 2, Division 12, Section 2.03.415(a) of the Code of Ordinances of the City of Lubbock; NOW THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board hereby approves the amendment to the City of Lubbock's Budget for Lubbock Power & Light, and requests that the City Council so amend the City of Lubbock's Budget for Lubbock Power & Light, for fiscal year 2025-26, as follows:

1) Create CIP #92955, Feeder Optimization with increasing the appropriation and funding in the amount of $1,700,000.00. The project scope and justification update are as follows:

   *Project Scope:* Evaluate and optimize distribution feeders through phase load balancing, installation of additional reclosers for improved sectionalization, and placement of capacitor banks to enhance power factor and voltage regulation.

   *Project Justification:* As feeder loading increases and system demands evolve, inefficiencies such as phase imbalance and reduced power factor contribute to elevated system losses and added equipment stress. Proactive feeder optimization is necessary to maintain distribution system performance, improve operational flexibility, and reduce the likelihood of large capital reinforcements in the near term.

2) Amend fund 211, "Electric Operating Fund", by increasing the Transfer to the Capital Program in the amount of **$1,700,000.00**, from **$26,692,167.00** to **$28,392,167.00.**

Amend Fund 211, "Electric Operating Fund," increasing the appropriation in the Miscellaneous Revenue by **$1,700,000.00**, from **$0.00** to **$1,700,000.00**, to recognize the Subrogation revenue from insurance for the Brandon Substation damages.

The Electric Utility Board hereby directs that this Resolution be filed with the City
Secretary of the City of Lubbock.

Passed by the Electric Utility Board this 17th day of March, 2026.

Edwin "Butch" Davis, Chair

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, LP&L Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

AI# 14201
Regular City Council Meeting 6. 5.
04/14/2026:

## Information

### Agenda Item

**Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 22, amending the FY 2025-26 Budget for Municipal Purposes respecting the Streets Capital Project Fund and Impact Fee Streets Zone E Fund, in connection with Certificate of Obligation Funding for 114th Street: Quaker Avenue to Indiana Avenue, and 82nd Street and Martin Luther King Boulevard-22B

### Item Summary

I. Amend Capital Improvement Project 92737, 114th Street: Quaker Avenue to Indiana Avenue, by replacing $622,820 in CO Bond funding with funding from the Texas Department of Transportation (TxDOT) same amount.

II. Amend Capital Improvement Project 92825, 82nd Street and MLK Blvd – 22B, and appropriate funding in the amount of $622,820. Funding will be from CO Bonds moved from CIP 92737.

III. Increase the transfer from the Streets Capital Project Fund to Impact Fee Streets Zone E Fund in the amount of $205,625.

The purpose of this budget amendment is to reallocate funding sources and adjust project financing to reflect TxDOT participation and updated project needs.

Specifically, $622,820 in CO Bonds will be replaced with TxDOT participation in CIP 92737 – 114th Street: Quaker Avenue to Indiana Avenue, with the freed $622,820 CO Bond funds being reallocated to CIP 92825 - 82nd Street and MLK Blvd - 22B.

Additionally, a transfer of $205,625 from the Streets Capital Project Fund to Service Area E is proposed.

### Fiscal Impact

Funding in the amount of $622,820 in CO Bonds will be replaced by funding from the Texas Department of Transportation (TxDOT) for Capital Improvement Project 92737, 114th Street: Quaker Avenue to Indiana Avenue. The current budget for this project in the amount of $3,193,721 will remain unchanged. In addition, the available $622,820 in CO Bonds will be moved to Capital Improvement Project 92825, 82nd Street and MLK

Blvd - 22B. With the additional $622,820 amount, the budget for this project will increase from $5,700,000 to $6,322,820.

Funding in the amount of $205,625 will be transferred from the Streets Capital Project Fund to the Impact Fee Streets Zone E Fund.

**Staff/Board Recommending**

Joe Jimenez, Chief Financial Officer

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**Attachments**

Budget Amendment 22

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING FY 2025-26 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE STREETS CAPITAL PROJECT FUND AND IMPACT FEE STREETS ZONE E FUND IN CONNECTION WITH CERTIFICATE OF OBLIGATION FUNDING FOR 114TH STREET: QUAKER AVENUE TO INDIANA AVENUE, AND 82ND STREET AND MLK BOULEVARD – 22B; 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 2025-26 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 2025-26 (Budget Amendment #22) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92737, 114th Street: Quaker Avenue to Indiana Avenue, by replacing $622,820 in CO Bond funding with funding from the Texas Department of Transportation same amount.
II. Amend Capital Improvement Project 92825, 82nd Street and MLK Blvd – 22B, and appropriate funding in the amount of $622,820. Funding will be from CO Bonds moved from CIP 92737.
III. Increase the transfer from the Streets Capital Project Fund to Impact Fee Streets Zone E Fund in the amount of $205,625.

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

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

**AND IT IS SO ORDERED**

**Passed by the City Council on first reading on_____.**

**Passed by the City Council on second reading on_____.**

_____
**MARK W. MCBRAYER, MAYOR**

**ATTEST:**

_____
Courtney Paz, City Secretary

**APPROVED AS TO CONTENT:**

_____
Joe Jimenez, Chief Financial Officer

**APPROVED AS TO FORM:**

_____
Mitch Satterwhite, First Assistant City Attorney

AI# 14225

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

**04/14/2026:**

## Information

### Agenda Item

**Resolution - Risk Management:** Consider a resolution authorizing the Mayor to execute, for and on behalf of the City of Lubbock, a Compromise Settlement Agreement and Release of All Claims, in a lawsuit involving a motor vehicle collision, by and between the City of Lubbock and Meghan Watson (Cause No. CC-2025-CV-0750).

### Item Summary

The settlement agreement arises out of a motor vehicle incident that occurred on July 15, 2025, between a City of Lubbock Solid Waste vehicle and a vehicle driven by Meghan Watson. Ms.Watson sustained significant injuries as a result of the collision.

### Fiscal Impact

The settlement, in the amount of $60,000, is funded in the Adopted FY 2025-26 Risk Management Fund.

### Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

## Attachments

Watson Resolution

Watson 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 Compromise Settlement Agreement and Release of All Claims with Meghan Watson, to settle all claims arising out of an auto accident that occurred on January 29, 2025 involving Meghan Watson and a City of Lubbock vehicle driven by a City of Lubbock employee, which formed the basis of a lawsuit against the City of Lubbock filed as Cause No. CC-2025-CV-0750 in County Court at Law #3 of Lubbock County, Texas, 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:**

W. Jarrett Atkinson, City Manager

**APPROVED AS TO FORM:**

Ryan Brooke, Senior Assistant City Attorney

ccdocsII/RES.Agrmt-Watson, Meghan
3.25.26

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

# COMPROMISE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Compromise Settlement Agreement and Release of All Claims ("Settlement Agreement") is entered into by and between the **CITY OF LUBBOCK, TEXAS ("the City")**, and **MEGHAN WATSON**, **("the Claimant")**.

## RECITALS

WHEREAS, on or about January 29, 2025, Claimant was the driver of a vehicle at or about the 6000 Block of Indiana Avenue in Lubbock, Texas; and

WHEREAS, the vehicle driven by Claimant was involved in an auto accident with a City of Lubbock vehicle; and

WHEREAS, Claimant alleges the City's driver was negligent and she suffered personal injuries as a result of this accident; and

WHEREAS, Claimant filed suit against the City of Lubbock in Cause No. CC-2025-CV-0750 in County Court at Law #3 of Lubbock County, Texas; and

WHEREAS, the City denies any liability to Claimant for any claim or cause of action, but is willing to settle all claims to avoid the inconvenience, distractions, uncertainties and expenses attendant to litigation and trial, in exchange for the consideration and releases set forth below.

1. IN CONSIDERATION of the payment by the City of the sum of SIXTY THOUSAND and No/100 Dollars ($60,000.00), Claimant does hereto enter into this Settlement Agreement and does hereby release, acquit, and forever discharge



MW'S INITIALS: MW

the City of Lubbock, Texas, its respective predecessors, successors, assigns, owners, City Council, partners, members, managers, employees, directors, legal representatives, insurers, independent contractors, agents and attorneys (the "Releasees"), of and from any and all liability, claims, demands, damages, attorney's fees, costs, liens, where statutorily provided or otherwise, expenses, services, actions, causes of action, or suit in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, which Claimant now has or may hereafter have, whether known or unknown, arising from the motor vehicle accident on January 29, 2025, involving the City of Lubbock.

2. Claimant hereby agrees that she is responsible for any outstanding liens, claims, or rights of subrogation that may now or hereafter exist arising out of or relating to this occurrence including, but not limited to, Medicare Liens.
3. Payment shall be made by check payable to Liggett Law Group, P.C. and Meghan Watson, after this Settlement Agreement is signed by all parties.
4. This Settlement Agreement may be pled as a full and complete defense to any action, suit, or other proceeding, which may be instituted, prosecuted or attempted for, upon, or in respect of any of the claims released hereby. The Claimant agrees that any such proceeding would cause irreparable injury to the party against whom it is brought and that any court of competent jurisdiction may enter an injunction restraining prosecution thereof.
5. This Settlement Agreement includes any transaction, occurrence, matter or thing whatsoever, whether known or unknown, arising or occurring due to this incident including, but not limited to, all claims, demands, causes of actions of any nature,



MW's INITIALS: MW

whether in contract or in tort, or arising out of, under or by virtue of any statute or regulation, that are recognized by law or that may be created or recognized in the future by any manner, including, without limitation, by statute, regulation, or judicial decision, for past, present and future damage or loss, or remedies of any kind that are now recognized by law or that may be created or recognized in the future by any manner, and including but not limited to the following: all actual damages, all exemplary and punitive damages, all penalties of any kind or statutory damages. Claimant hereby declares that she fully understands the terms of this Settlement Agreement and voluntarily accepts the above stated sum for the purpose of making full and final settlement of any and all the injuries, damages, expenses, and inconveniences above mentioned.

6. The terms of this Settlement Agreement shall inure to the benefit of, and be binding upon, the Claimant, Releasees, and their legal representatives, successors or assigns.
7. All signatories to this Settlement Agreement hereby warrant that they have the authority to execute this Settlement Agreement and bind the respective parties.
8. This Settlement Agreement states the entire agreement of the parties with respect to the matters discussed herein, and supersedes all prior or contemporaneous oral or written understandings, agreements, statements or promises.
9. This Settlement Agreement may not be amended or modified in any respect except by a written instrument duly executed by all of the parties to this Settlement Agreement.



MW's INITIALS: MW

10. If this Settlement Agreement does not become effective for any reason, it shall be deemed negotiations for settlement purposes only and will not be admissible in evidence or usable for any purposes whatsoever.
11. If any portion or term of this Settlement Agreement is held unenforceable by a court of competent jurisdiction, the remainder of this Settlement Agreement shall not be affected and shall remain fully in force and enforceable.
12. Each party has consulted with whatever consultants, attorneys or other advisors each deems appropriate concerning the effect of this Settlement Agreement and Claimant assumes the risk arising from not seeking further or additional consultation with such advisors.
13. Each party assumes the risk of any mistake of fact or law with regard to any aspect of this Settlement Agreement, the dispute described herein, or any asserted rights released by this Settlement Agreement.
14. Claimant, by entering into this Settlement Agreement, acknowledges that this settlement is a compromise of a disputed claim as to the liability of the Releasees for the Claimant's injuries and damages, if any, and the payment made herein is not to be construed as an admission of liability on the part of the Releasees. It is understood that the existence of any liability or wrongdoing has been, and continues to be, expressly denied by the Releasees.
15. All parties to this Settlement Agreement acknowledge and agree that they have obtained legal representation and advice, as they have deemed appropriate in entering into this Settlement Agreement.



MW's INITIALS: MW

16. All parties further state that this Settlement Agreement, including the foregoing release, has been carefully read and each party understands the contents thereof and have signed the same as their own respective free act and have not been influenced in making this settlement by any representative of a party or parties released.

17. It is further understood that the provisions of this Settlement Agreement are contractual and not mere recitals and that the laws of the State of Texas shall govern this Settlement Agreement.

**FOR THE CLAIMANT**

Meghan Watson
**MEGHAN WATSON**

STATE OF TEXAS §

COUNTY OF LUBBOCK §

Before me, the undersigned authority, on this 26th day March, 2026, personally appeared **MEGHAN WATSON**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

JAYME BRYANT
Notary Public, State of Texas
Notary ID# 13004324-6
My Commission Expires 12-04-2026

Jayme Bryant
Notary Public



MW's INITIALS: MW

**FOR THE CITY OF LUBBOCK:**

_____

**MARK W. MCBRAYER, MAYOR**

Signed this _____ day of April, 2026.



MW's INITIALS: MW

AI# 14010
Regular City Council Meeting 6. 7.
04/14/2026:

## Information

### Agenda Item

**Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2026-O0038, abandoning and closing a portion of an alley located within the J.J. Dillard Addition in Section 7, Block B, Lubbock County, Texas, between Avenue A and Avenue B, immediately north of 30th Street.

### Item Summary

On March 24, 2026, the City Council approved the first reading of the ordinance, unanimously.

The City of Lubbock is in receipt of a request to abandon and close a portion of the alley between Avenues A and B, north of 30th Street. The total area of right-of-way being closed is 12,698 square feet. Based on adjacent land values, the Right-of-Way Department valued the closure at $0.54 per square foot, with a 50% discount for easement dedications.

The alley and the easement total is 12,698 square feet at $0.54 per square foot, less 50% = $3,428.46.

The proponent, TXAZ, LLC, desires to close the street and alley to consolidate their property. To cover existing utilities, the proponent is granting a Water Line Easement, a Sewer Line Easement and a Utility Easement.

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

### Fiscal Impact

$3,428.46 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 - Alley Closure 30th St., Ave. A to B
Exhibit A - alley closure
GIS Map - Alley Closure 30th St., Ave. A to B
Replacement Easement Alley Closure 30th St & Ave. B

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTION OF AN ALLEY CLOSURE LOCATED WITHIN J.J. DILLARD ADDITION IN SECTION 7, BLOCK B, LUBBOCK COUNTY, TEXAS, BETWEEN AVENUE A AND AVENUE B, IMMEDIATELY NORTH OF 30TH STREET, DEPICTED AND MORE PARTICULARLY DESCRIBED IN THE BODY OF, AND ATTACHMENTS TO, 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 alley hereinafter described in the body of this Ordinance is 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 alley, the area of which is more particularly described in the attached Exhibit "A", shall BE and is hereby closed, vacated and abandoned.

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 _____, 2025.

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

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant City Attorney

ccdocsII/Ord – Hugo Reed and Associates, Inc.
December 4,2025

Exhibit "A"

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 0.2915 acre tract of land, being all of that 20 feet wide alley located in J.J. Dillard Addition to the City of Lubbock, Lubbock County, Texas, as dedicated by plat recorded in Volume 444, Page 86 of the Deed Records of Lubbock County, Texas, and being further described as follows:

BEGINNING at an "X" cut in concrete found at the Southwest corner of Lot 11, J.J. Dillard Addition to the City of Lubbock, Lubbock County, Texas, as recorded in Volume 444, Page 86, said point also being in the North right-of-way line of 30th Street, dedicated by said J.J. Dillard Addition, for the Southeast corner of this tract;

THENCE N. 89°25'06" W., along the North right-of-way line of said 30th Street, a distance of 20.00 feet to a point for the Southeast corner of Lot 12, said J.J. Dillard Addition, and the Southwest corner of this tract, whence a found 3/4" iron pipe bears N. 89°23'39" W. a distance of 0.24 feet;

THENCE North, along the Eastern boundary of Lots 12 through 22, said J.J. Dillard Addition, a distance of 634.80 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Northeast corner of said Lot 22, for the Northwest corner of this tract;

THENCE East a distance of 20.00 feet to a 1/2" iron rod found at the Northwest corner of Lot 1, said J.J. Dillard Addition, for the Northeast corner of this tract;

THENCE South, along the Western boundary of Lots 1 through 11, said J.J. Dillard Addition, a distance of 635.00 feet to the Point of Beginning.

Contains: 12,698 square feet

Bearings are relative to the plat and referenced to monuments found at the Northwest corner of Lot 1 and the Southwest corner of Lot 11, J.J. Dillard Addition.

Surveyed on the ground,
October 20, 2025

Cyril H. Turner
Registered Professional Land Surveyor
No. 6460 State of Texas

STATE OF TEXAS
REGISTERED
CYRIL HOWARD TURNER
6460
PROFESSIONAL
LAND SURVEYOR

# UTILITY EASEMENT

**THE STATE OF TEXAS** §

**KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF LUBBOCK** §

That **TX AZ, LLC, a Texas limited liability company, and LUBBOCK MOONLIGHT MUSICALS, INC., a Texas nonprofit corporation,** collectively herein called "Grantor", for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) to Grantor in hand paid by the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, of Lubbock County, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed, and for the further benefits accruing and to accrue to the remainder of Grantor's property, has by these presents **GRANTED, BARGAINED, SOLD** and **CONVEYED,** and by these presents does **GRANT, BARGAIN, SELL** and **CONVEY** unto the **CITY OF LUBBOCK, TEXAS,** its respective representatives, franchisees, licensees, agents, contractors, successors and assigns (herein "Permitted Users"), for the use of the public as perpetual and permanent utilities easement, the free and uninterrupted use, liberty of passage in, along, on, over, upon, under and across the tract of land more particularly described in the attached Exhibit "A" ("Easement Area"),

together with all rights of ingress, egress and regress at any and all times to accomplish the following purposes: allowing, but not limited to, constructing, reconstructing, repairing and perpetually maintaining any and all types of underground water lines, sewer lines, gas pipe lines, telephone and telecommunication lines, electric transmission lines and any other type of public utility, whether named herein or not, which easement includes at all times and seasons the right of ingress, egress and regress of motor vehicles and personnel engaged either in such construction and repair of the reading of meters.

The easement herein shall entitle Permitted Users the right to remove or repair any lines within such Easement Area as may be determined by utility companies. If the Easement Area is fenced, a gate shall be provided to allow reasonable and immediate access to the Easement Area from public right-of-way as may be needed by any Permitted User for maintenance or repairs. If a lock is placed on the gate, it shall be an industry-standard lock (i.e. Knox Box or similar) approved by the City of Lubbock able to be immediately opened by Permitted Users.

In order to assure the **CITY OF LUBBOCK, TEXAS** and Permitted Users, its successors and assigns, of continuing access and enjoyment of said easement, the said Grantor does hereby expressly agree not to erect, build, or otherwise allow to be constructed any building or like permanent structure, or place or allow placement of any items, materials or landscaping in the easement area which would impede the Permitted Users' ability to immediately and reasonably access their utilities over the Easement Area. Should such building or structure be erected or said items, materials or landscape be placed over the Easement Area, it is understood that the **CITY OF LUBBOCK, TEXAS** and Permitted Users shall have the right to remove said building, structure, items, materials, or landscaping from the Easement Area. Grantor shall have the right to place pavement and park vehicles within the Easement Area.

**TO HAVE AND TO HOLD** the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging perpetually unto the **CITY OF LUBBOCK, TEXAS** and Permitted Users, their respective successors and assigns, and any and all public utilities now or hereafter franchised by the **CITY OF LUBBOCK, TEXAS** to use the above described premises for so long as the public uses the same for the purposes herein granted.

WITNESS THE EXECUTION OF THIS INSTRUMENT this the 2nd day of March, 2026.

**TXAZ, LLC, a Texas limited liability company**

By: _____
RAY E. SWINNEY, President

**LUBBOCK MOONLIGHT MUSICALS, INC., a Texas nonprofit corporation**

By: _____
Printed Name: Tom Laney
Title: Executive Director

**STATE OF** Arizona §
§
**COUNTY OF** Maricopa §

This instrument was acknowledged before me this 2 day of March, 2026, RAY E. SWINNEY, President of TXAZ, LLC, a Texas limited liability company, in the capacity therein stated.

ALYSSA PATRICIA SALAS
Notary Public - Arizona
MARICOPA COUNTY
Commission # 661346
Expires December 26, 2027

_____
Notary Public, State of Arizona

**STATE OF TEXAS** §
§
**COUNTY OF LUBBOCK** §

This instrument was acknowledged before me this 6TH day of March, 2026, by Tom Laney, Executive Director of LUBBOCK MOONLIGHT MUSICALS, INC., a Texas nonprofit corporation, in the capacity therein stated.

ZACHARY LOPEZ
Notary Public, State of Texas
Comm. Expires 09-25-2028
Notary ID 132378684

_____
Notary Public, State of Texas

**Exhibit "A"**

METES AND BOUNDS DESCRIPTION of a 0.2915 acre tract of land, being all of that 20 alley located in J.J. Dillard Addition to the City of Lubbock, Lubbock County, Texas, as dedicated by plat recorded in Volume 444, Page 86 of the Deed Records of Lubbock County, Texas, and being further described as follows:

BEGINNING at an "X" cut in concrete found at the Southwest corner of Lot 11, J.J. Dillard Addition to the City of Lubbock, Lubbock County, Texas, as recorded in Volume 444, Page 86, said point also being in the North right-of-way line of 30th Street, dedicated by said J.J. Dillard Addition, for the Southeast corner of this tract;

THENCE N. 89°25'06" W., along the North right-of-way line of said 30th Street, a distance of 20.00 feet to a point for the Southeast corner of Lot 12, said J.J. Dillard Addition, and the Southwest corner of this tract, whence a found 3/4" iron pipe bears N. 89°25'06" W. a distance of 0.24 feet;

THENCE North, along the Eastern boundary of Lots 12 through 22, said J.J. Dillard Addition, a distance of 634.80 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Northeast corner of said Lot 22, for the Northwest corner of this tract;

THENCE East a distance of 20.00 feet to a 1/2" iron rod found at the Northwest corner of Lot 1, said J.J. Dillard Addition, for the Northeast corner of this tract;

THENCE South, along the Western boundary of Lots 1 through 11, said J.J. Dillard Addition, a distance of 635.00 feet to the Point of Beginning.

Contains: 12,698 square feet

Bearings are relative to the West line of Lots 1 through 11, J.J. Dillard Addition being previously recognized as North-South.

AI# 14227

**Regular City Council Meeting** **6. 8.**

**04/14/2026:**

## Information

### Agenda Item

**Ordinance 1st Reading - Right-of-Way:** Consider an ordinance, and related documents, abandoning and closing a portion of a drainage easement located in Tracts F & H2, of the Commons South Addition, in Section 22, Block E2, Lubbock County, Texas, north of 122nd Street and east of Quaker Avenue.

### Item Summary

The City of Lubbock is in receipt of a request to abandon and close a portion of a drainage easement between Tracts F and G of Commons South, north of 122nd Street and east of Quaker Avenue. The total area of easement being closed is 11,589 square feet.

The proponent, AMD Engineering, LLC, desires to close the easement due to a redesign of Commons South, and this easement is 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 - Closure DRE_CommonsSouth_TrH2
Exhibit A - COMMONS SOUTH DRE Abandon
GIS Map - Closure DRE_CommonsSouth_TrH2

**ORDINANCE NO. _____**

**AN ORDINANCE ABANDONING AND CLOSING PORTION OF A DRAINAGE EASEMENT LOCATED IN TRACT F & H2, OF THE COMMONS SOUTH ADDITION, IN SECTION 22, BLOCK E2, 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 the drainage easement as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for easement purposes and for public use, such easement 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 _____, 2026.**

**Passed by the City Council on second reading this ____day of _____, 2026.**

_____
**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:**

Mitchell Satterwhite, First Assistant City Attorney

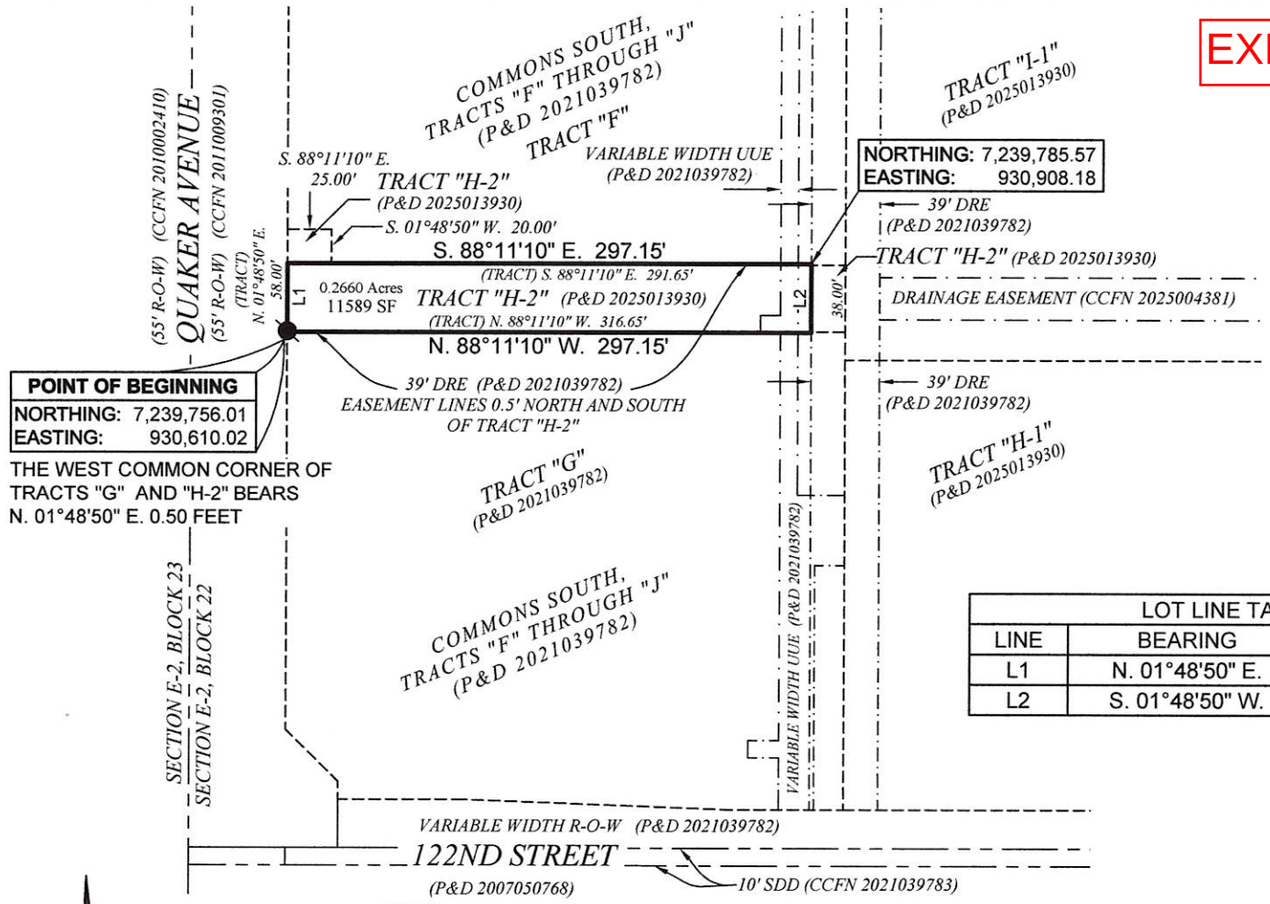
# COMMONS SOUTH,

## DRAINAGE EASEMENT ABANDONMENT REQUEST,

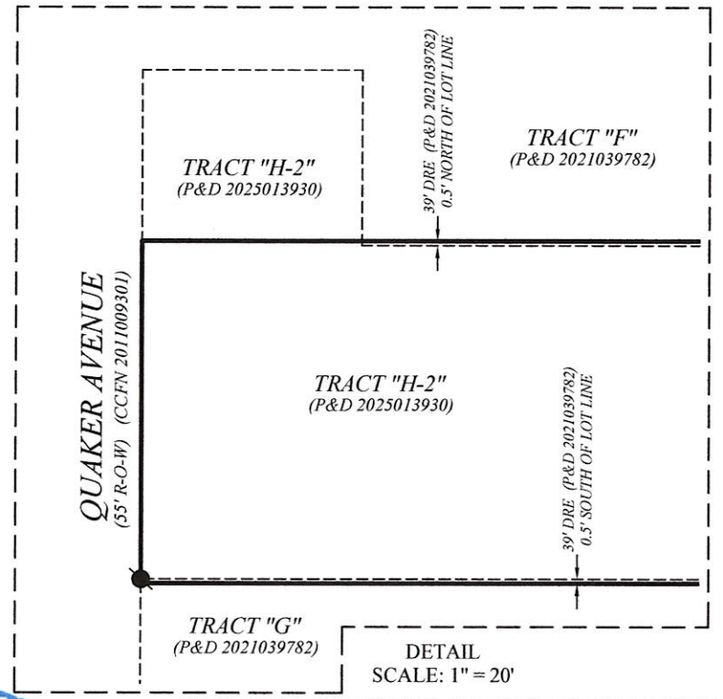
BEING LOCATED IN TRACTS "F" AND "G",
OF COMMONS SOUTH, TRACTS "F" THROUGH "J"
AND LOCATED IN TRACT "H-2",
OF COMMONS SOUTH, TRACTS "H-1", "H-2" AND "I-1",
BOTH, ADDITIONS TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS

*(PLATS PREVIOUSLY RECORDED IN COUNTY CLERK'S PLAT AND DEDICATION NUMBER 2021039782 AND COUNTY CLERK'S PLAT AND DEDICATION NUMBER 2025013930 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)*

EXHIBIT "A"




| LOT LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | N. 01°48'50" E. | 39.00' |
| L2 | S. 01°48'50" W. | 39.00' |




DETAIL
SCALE: 1" = 20'

LEGEND:
HEAVY LINES INDICATE LIMITS OF SURVEY

● = FOUND 1/2" IRON ROD WITH CAP MARKED "DELTA"

CCFN = COUNTY CLERK'S FILE NUMBER
P&D = COUNTY CLERK'S PLAT AND DEDICATION NUMBER
DRE = DRAINAGE EASEMENT
UUE = UNDERGROUND UTILITY EASEMENT
SDD = STREET DEDICATION DEED
R-O-W = RIGHT-OF-WAY

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: 7,239,459.313 AND EASTING: 931,631.980 THE CONVERGENCE ANGLE TO TRUE NORTH IS (-) 01° 51' 18.33" AND THE COMBINED SCALE FACTOR IS 0.999750231. DISTANCES ARE AT SURFACE, IN U.S. SURVEY FEET.

PREPARED FEBRUARY 19, 2026

SCALE: 1" = 100'

25' 100'
0' 50' 200'

STATE OF TEXAS
REGISTERED
LANDON MERRITT
6466
PROFESSIONAL
LAND SURVEYOR

03/04/2026

SHEET 1 OF 2, DESCRIPTION ATTACHED HEREWITH AS SHEET 2


AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424
Phone: 806-771-5976
Fax: 806-771-7625
TBPELS Reg. # 10178500


CIVIL ENGINEERING
LAND SURVEYING

Accuracy - Efficiency - Integrity

PREPARED FOR: GRACO REAL ESTATE DEVELOPMENT

HFM

JOB NUMBER: 220697

© 2026 ALL RIGHTS RESERVED

# COMMONS SOUTH,
DRAINAGE EASEMENT
ABANDONMENT REQUEST,

BEING LOCATED IN TRACTS "F" AND "G",
OF COMMONS SOUTH, TRACTS "F" THROUGH "J"
AND LOCATED IN TRACT "H-2",
OF COMMONS SOUTH, TRACTS "H-1", "H-2" AND "I-1",
BOTH, ADDITIONS TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS

***(PLATS PREVIOUSLY RECORDED IN***
***COUNTY CLERK'S PLAT AND DEDICATION NUMBER 2021039782***
***AND COUNTY CLERK'S PLAT AND DEDICATION NUMBER 2025013930***
***OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)***

*(Sheet 2 of 2, Exhibit attached as Sheet 1)*

Description for the proposed abandonment of a portion of a Drainage Easement granted with the plat of Commons South, Tracts "F" through "J", an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in County Clerk Plat and Dedication Number (P&D) 2021039782 of the Official Public Records of Lubbock County, Texas (OPRLCT) being located in said Tracts "F" and "G", and located in Tract "H-2" of Commons South, Tracts "H-1", "H-2" and "I-1", an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in P&D 2025013930 of the OPRLCT, said proposed abandonment contains 0.2660 acres (11589 S.F.) of land and being further described by metes and bounds as follows:

1) **BEGINNING** at a point in the east right-of-way line of Quaker Avenue, previously dedicated in a Street Dedication Deed recorded in County Clerk's File Number 2011009301 of the OPRLCT, and the west line of said Tract "G", from whence a found 1/2" iron rod with cap marked "DELTA" at the common west corner of said Tracts "H-2" and "G" bears N. 01° 48' 50" E. a distance of 0.50 feet, for the southwest corner of this tract;

2) **THENCE** N. 01° 48' 50" E., along the east right-of-way line of said Quaker Avenue and west line of said Tract "G", at 0.50 feet pass the common west corner of said Tracts "G" and "H-2", continuing along the east right-of-way line of said Quaker Avenue and the west line of said Tract "H-2", for a total distance of 39.00 feet to the northwest corner of this tract;

3) **THENCE** S. 88° 11' 10" E., at 25.00 feet pass a common line of said Tracts "F" and H-2", continuing 0.50 feet north of and parallel to a common line of said Tracts "F" and "H-2", for a total distance of 297.15 feet to a point of intersection at an ell corner of said Drainage Easement for the northeast corner of this tract, having coordinates of Northing: 7,239,785.57 and Easting: 930,908.18 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

4) **THENCE** S. 01° 48' 50" W., at a distance of 0.50 feet pass a common line of said Tracts "F" and "H-2", at a distance of 38.50 feet pass the common line of said Tracts "G" and "H-2" continuing for a total distance of 39.00 feet to a point of intersection at an ell corner of said Drainage Easement, for the southeast corner of this tract;

5) **THENCE** N. 88° 11' 10" W., 0.50 feet south of and parallel to the common line of said Tracts "G" and "H-2", a distance of 297.15 feet to the POINT OF BEGINNING. Bearings are relative to the Texas Coordinate System of 1983 (2011), Texas North Central Zone as calculated from a point of origin having coordinates of Northing: 7,239,459.31 and Easting: 931,631.98, with a convergence angle of (-)01° 51' 18.33" to True North and a combined scale factor of 0.9997502231. Distances are at surface, in U.S. Survey feet.

Prepared February 19, 2026

240253 – Commons South - Easement Abandonment

6515 68th Street, Suite 300
Lubbock, Texas 79424

TBPE Reg. # F-9197
TBPELS Reg. #101785-00

Office: (806) 771-5976
Fax: (806) 771-7625

AI# 14207
Regular City Council Meeting 6. 9.
04/14/2026:

## Information

### Agenda Item

**Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement, by and between the City of Lubbock and Trinity Fellowship Church of Lubbock, for the purchase of right-of-way real property located in Section 23, Block AK, Lubbock County, Texas (Parcel 4), located at the southwest corner of Upland Avenue and 103rd Street, to be utilized for the 2024 Street Bond Project.

### Item Summary

Trinity Fellowship Church of Lubbock is dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the Upland Avenue: 98th Street to 114th Street Capital Improvements Bond Project located at the southwest corner of Upland Avenue and 103rd Street.

The proponents will dedicate a 4,766 square-foot tract of land for street right-of-way purposes at the cost of $4.40 per square foot, for a land cost of $20,970.00. There is no cost of repair items required for the roadway improvements.

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

### Fiscal Impact

The total cost of the land acquisition is $20,970.00 plus closing costs. This acquisition is funded in Capital Improvements Project 92899, Upland Avenue: 98th Street to 114th Street – 24B.

### Staff/Board Recommending

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

## Attachments

Parcel 4 - Resolution
Parcel 4 - Dedication Deed

Parcel 4 - MOA
Parcel 4 - GIS Map
92899 - Upland Avenue_ 98th Street to 114th Street - 24B
Budget Detail - CIP 92899 - 04.14.2026

**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, by and between the City of Lubbock and Trinity Fellowship Church of Lubbock, for certain right-of-way real property located in Section 23, Block AK, Lubbock County, Texas, along Upland Avenue south of 103rd Street, and further described and depicted as Parcel No. 4 in the attached exhibit, 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:**

_____
John Turpin, Division Director of Engineering/City Engineer

**APPROVED AS TO FORM:**

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.MOA – Trinity Fellowship Church of Lubbock
March 10, 2026

***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.***

**Upland Avenue (66th to 114th) Project, Segment 3**
**Parcel No. 4**
**Abbreviated Property Description:** A 0.109 acre parcel located in Section 23, Block AK, Lubbock County, Texas, being a portion of that 9.43 acre tract described in County Clerk File Number (CCFN) 2019006073, Official Property Records of Lubbock County, Texas (OPRLCT)

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

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

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

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

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

WITNESS MY HAND this 26th day of February, 2026.

**GRANTOR:**

**TRINITY FELLOWSHIP CHURCH OF LUBBOCK, A TEXAS NONPROFIT CORPORATION**

By: Charles Taylor

Printed Name: Charles Taylor

Title: Executive Pastor of Finance

**ACKNOWLEDGMENT**

**STATE OF** Texas

**COUNTY OF** Randal

This instrument was acknowledged before me on the 26th day of February, 2026 by Chuck Taylor [printed name], _____ [title] **OF TRINITY FELLOWSHIP CHURCH OF LUBBOCK, A TEXAS NONPROFIT CORPORATION**. The acknowledging person personally appeared by:

☒ physically appearing before me.

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

Dora M. Evans

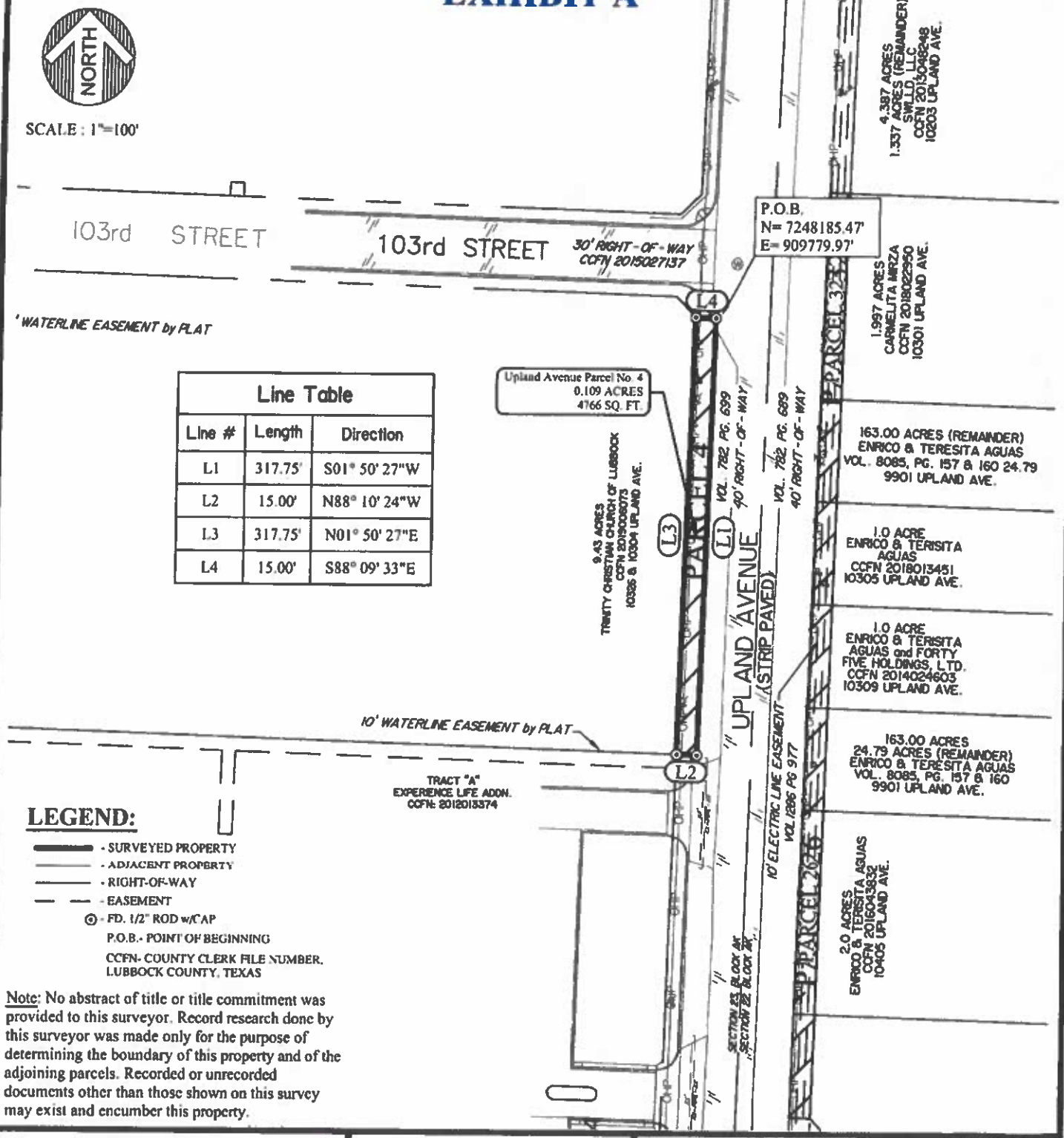
**NOTARY PUBLIC, STATE OF** Texas

**My Commission Expires:** 9-18-2026

DORA M. EVANS
Notary Public, State of Texas
Notary ID #1135[illegible]38
My Commission Expires 09-18-2026

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

# EXHIBIT A




| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L1 | 317.75' | S01° 50' 27"W |
| L2 | 15.00' | N88° 10' 24"W |
| L3 | 317.75' | N01° 50' 27"E |
| L4 | 15.00' | S88° 09' 33"E |

## LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- ⊙ - FD. 1/2" ROD w/CAP

P.O.B.- POINT OF BEGINNING

CCFN- COUNTY CLERK FILE NUMBER, LUBBOCK COUNTY, TEXAS

Note: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 4 - Permanent Easement
PERIMETER SURVEY OF A
0.109 ACRE PARCEL LOCATED IN
SECTION 23, BLOCK AK
LUBBOCK COUNTY, TEXAS

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

STATE OF TEXAS
REGISTERED
ROBERT A. CHRISTOPHER
5167
PROFESSIONAL
LAND SURVEYOR

April 5, 2021


HUGO REED AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100878-00
TEXAS REGISTERED ENGINEERING FIRM F-780

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


Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002485

Copyright 2021, Hugo Reed and Associates, Inc. 

# DESCRIPTION FOR PARCEL 4

METES AND BOUNDS DESCRIPTION of a 0.109 acre parcel located in Section 23, Block AK, Lubbock County, Texas, being a portion of that 9.43 acre tract described in County Clerk File Number (CCFN) 2019006073, Official Property Records of Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod with yellow cap "HUGO REED ASSOC" (N=7,248,185.47', E=909,779.97') found in the West line of that 40.00-foot right-of-way described in Volume 782, Page 699, Deed Records of Lubbock County, Texas (DRLCT), at the Northeast corner of this parcel, which bears S.01°50'27" W. a distance of 1695.01 feet and N.88°09'33" W. a distance of 40.00 feet from a railroad spike found at the Northeast corner of said Section 23, Block AK;

THENCE S. 01°50'27" W., along the West line of said 40.00-foot right-of-way, a distance of 317.75 feet to a 1/2" iron rod with yellow cap "HUGO REED ASSOC" found at the Southeast corner of this parcel;

THENCE N. 88°10'24" W., along North line of Tract "A", Experience Life, an addition to the City of Lubbock according to the map, plat, and/or dedication deed thereof recorded in CCFN 2012013374, OPRLCT, a distance of 15.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" found at the Southwest corner of this parcel;

THENCE N. 01°50'27" E., 55.00 feet West of and parallel to the East line of said Section 23, Block AK, a distance of 317.75 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" found in the South right-of-way line of 103rd Street. at the Northwest corner of this parcel;

THENCE S. 88°09'33" E., along the South line of said 103rd Street a distance of 15.00 feet to the Point of Beginning.

Containing 0.109 acres (4,766 sq. ft.) of land, more or less.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 4 - Permanent Easement
PERIMETER SURVEY OF A
0.109 ACRE PARCEL LOCATED IN
SECTION 23, BLOCK AK
LUBBOCK COUNTY, TEXAS

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

STATE OF TEXAS REGISTERED ROBERT A. CHRISTOPHER 5167 PROFESSIONAL LAND SURVEYOR

April 5, 2021

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1801 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002485

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# MEMORANDUM OF AGREEMENT

Trinity Fellowship Church of Lubbock
5000 Hollywood Road
Amarillo, Texas 79118

Project ID: insert ID
County: Lubbock
Project: Upland Avenue (66th to 114th) Project, Phase 3
Parcel: Parcel 4

Trinity Fellowship Church of Lubbock, 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 0.109 acre parcel located in Section 23, Block AK, Lubbock County, Texas, being a portion of that 9.43 acre tract described in County Clerk File Number (CCFN) 2019006073, Official Public Records of Lubbock County, Texas (OPRLCT) and more particularly described in the attached Exhibit "A."

IT IS AGREED that the total consideration for the execution of a Right of Way Deed (the "Conveyance Instrument") is TWENTY THOUSAND NINE HUNDRED SEVENTY AND 00/100 DOLLARS ($20,970.00) (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 TWENTY THOUSAND NINE HUNDRED SEVENTY AND 00/100 DOLLARS ($20,970.00) for the land and damages, if any (the "Land Compensation"), and further includes ZERO DOLLARS AND 00/100 CENTS ($0.00) for the improvements (the "Improvements Compensation"), to equal a total of TWENTY THOUSAND NINE HUNDRED SEVENTY AND 00/100 DOLLARS ($20,970.00). 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:

NONE.

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):

NONE.

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 Lubbock Abstract 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. Proposed Conveyance Instrument from the City of Lubbock;
5. Appraisal Report prepared by Cantrell Appraisal LLC dated May 10, 2021; and
6. Survey Plat and Legal Description of Parcel No. 4.

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**

_____

**KERRY KOEHLER, ASSISTANT CITY ENGINEER**

**APPROVED AS TO FORM:**

_____

**MITCHELL SATTERWHITE, FIRST ASSISTANT CITY ATTORNEY**

**GRANTOR(S): TRINITY FELLOWSHIP CHURCH OF LUBBOCK, A TEXAS NONPROFIT CORPORATION**

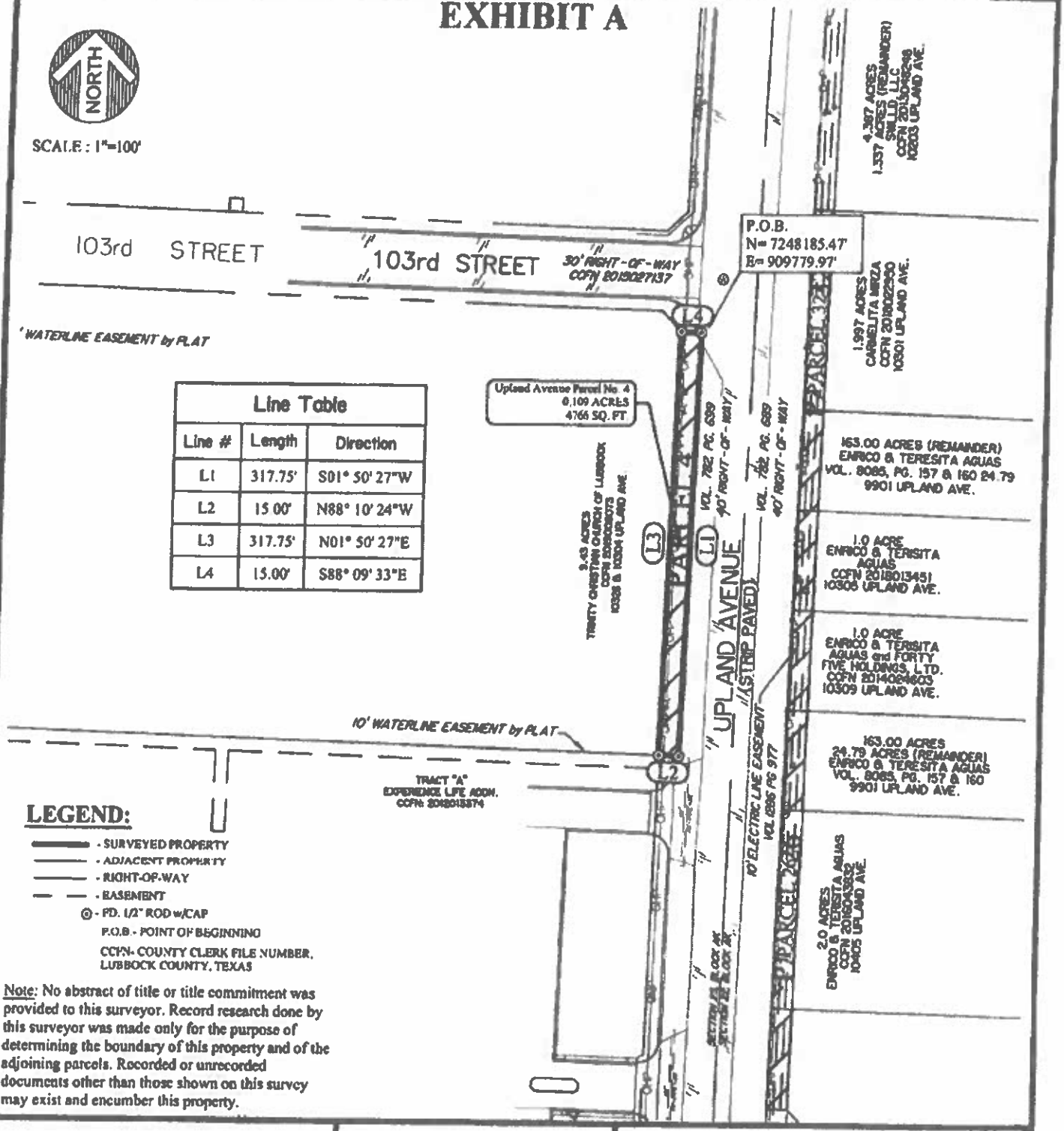
**By:** Charles Taylor

**Printed Name:** Charles Taylor

**Title:** Executive Pastor of Finance

**Date:** February 26, 2026

# EXHIBIT A




| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L1 | 317.75' | S01° 50' 27"W |
| L2 | 15.00' | N88° 10' 24"W |
| L3 | 317.75' | N01° 50' 27"E |
| L4 | 15.00' | S88° 09' 33"E |

## LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- ⊙ - FD. 1/2" ROD w/CAP
- P.O.B. - POINT OF BEGINNING
- COFN- COUNTY CLERK FILE NUMBER, LUBBOCK COUNTY, TEXAS

Note: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 4 - Permanent Easement
PERIMETER SURVEY OF A
0.109 ACRE PARCEL LOCATED IN
SECTION 23, BLOCK AK
LUBBOCK COUNTY, TEXAS

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

STATE OF TEXAS
REGISTERED
ROBERT A. CHRISTOPHER
5167
PROFESSIONAL
LAND SURVEYOR

April 5, 2021


HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100876-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891


Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002485

Copyright 2021, Hugo Reed and Associates, Inc. 

# DESCRIPTION FOR PARCEL 4

METES AND BOUNDS DESCRIPTION of a 0.109 acre parcel located in Section 23, Block AK, Lubbock County, Texas, being a portion of that 9.43 acre tract described in County Clerk File Number (CCFN) 2019006073, Official Property Records of Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod with yellow cap "HUGO REED ASSOC" (N=7,248,185.47', E=909,779.97') found in the West line of that 40.00-foot right-of-way described in Volume 782, Page 699, Deed Records of Lubbock County, Texas (DRLCT), at the Northeast corner of this parcel, which bears S.01°50'27" W. a distance of 1695.01 feet and N.88°09'33" W. a distance of 40.00 feet from a railroad spike found at the Northeast corner of said Section 23, Block AK;

THENCE S. 01°50'27" W., along the West line of said 40.00-foot right-of-way, a distance of 317.75 feet to a 1/2" iron rod with yellow cap "HUGO REED ASSOC" found at the Southeast corner of this parcel;

THENCE N. 88°10'24" W., along North line of Tract "A", Experience Life, an addition to the City of Lubbock according to the map, plat, and/or dedication deed thereof recorded in CCFN 2012013374, OPRLCT, a distance of 15.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" found at the Southwest corner of this parcel;

THENCE N. 01°50'27" E., 55.00 feet West of and parallel to the East line of said Section 23, Block AK, a distance of 317.75 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" found in the South right-of-way line of 103rd Street. at the Northwest corner of this parcel;

THENCE S. 88°09'33" E., along the South line of said 103rd Street a distance of 15.00 feet to the Point of Beginning.

Containing 0.109 acres (4,766 sq. ft.) of land, more or less.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 4 - Permanent Easement
PERIMETER SURVEY OF A
0.109 ACRE PARCEL LOCATED IN
SECTION 23, BLOCK AK
LUBBOCK COUNTY, TEXAS

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



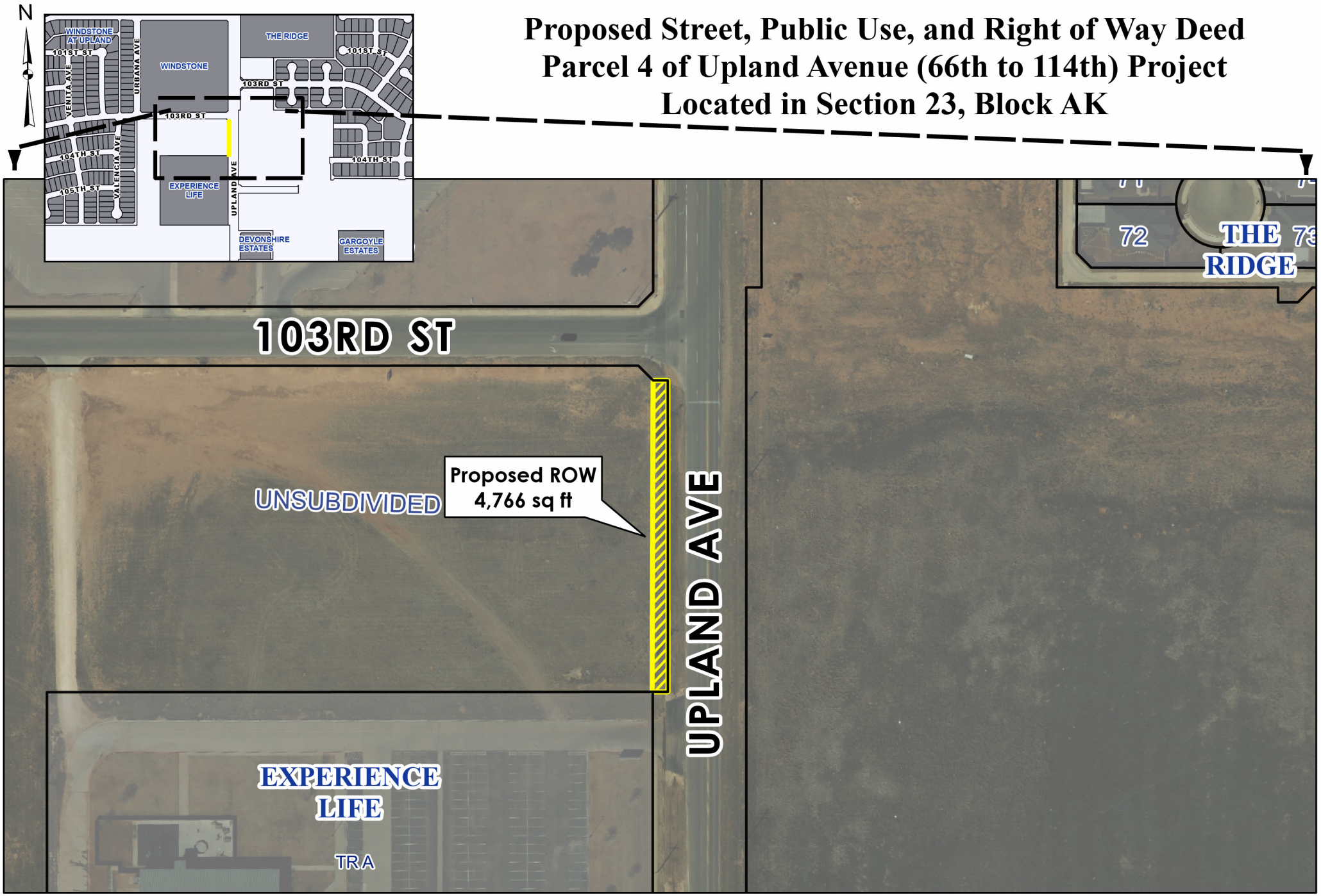

April 5, 2021

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100978-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-6642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
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Combined Scale Factor: 1.0002485

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# Proposed Street, Public Use, and Right of Way Deed
# Parcel 4 of Upland Avenue (66th to 114th) Project
# Located in Section 23, Block AK




0 100 200 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 - April 2025



# 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 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 appr. by BCR 2025-20
- FY 2024-25 $600,000 appr. by BCR 2025-22
- FY 2025-26 $950,000 appr. by Ord. 2025-O0112

## 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 | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget | 2030 - 31 Budget | 2031 - 32 Budget |
|---|---|---|---|---|---|---|---|
| **Construction** | $950,000 | $13,600,000 | $0 | $0 | $0 | $0 | $0 |
| **Design** | $1,050,000 | $0 | $0 | $0 | $0 | $0 | $0 |
| **TOTAL** | **$2,000,000** | **$13,600,000** | **$0** | **$0** | **$0** | **$0** | **$0** |

## Project Funding

| | Funding to Date | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget | 2030 - 31 Budget | 2031 - 32 Budget |
|---|---|---|---|---|---|---|---|
| **General Obligation Bonds** | $2,000,000 | $13,600,000 | $0 | $0 | $0 | $0 | $0 |
| **TOTAL** | **$2,000,000** | **$13,600,000** | **$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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**City of Lubbock**
**Capital Project**
**Project Cost Detail**
**April 14, 2026**

| | |
|---|---|
| Capital Project Number: | 92899 |
| Capital Project Name: | Upland Avenue: 98th St to 114th St - 24B |

| *Encumbered/Expended* | **Budget** |
|---|---|
| Contract 18990 SPEC MOU | 588,421 |
| Parcel 1 - Land Acquisition | 453,258 |
| Parcel 7 - Land Acquisition | 32,629 |
| Parcel 20-20A - Land Acquisition | 92,967 |
| *Agenda Item April 14, 2026* | |
| Parcel 4 - Land Acquisition | 20,970 |
| ***Encumbered/Expended To Date*** | 1,188,245 |
| *Estimated Cost for Remaining Appropriation* | |
| Upland Avenue: 98th St to 114th St - 24B Construction | 811,755 |
| ***Remaining Appropriation*** | - |
| **Total Appropriation** | $ 2,000,000 |

AI# 14226

**Regular City Council Meeting** **6. 10.**

**04/14/2026:**

## Information

### Agenda Item

**Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Change Order No. 1 to Contract No. 19137, and related documents, by and between the City of Lubbock and West Texas Paving, Inc., for updates to roadway lighting, pavement, curb ramps, sidewalks, utility layouts, valve locations, and related plans, profile, and quantity information.

### Item Summary

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 provides for street improvements, including sidewalks, utility line relocations, traffic signals, necessary and related storm drainage facilities, and the acquisition of land and rights-of-way for the full-width dedication.

Currently, 34th Street from Upland Avenue to Milwaukee Avenue is a 3-lane strip-paved road, and is designated in the 2018 Thoroughfare Master Plan to become a 5-lane modified principal arterial roadway. Continued growth in West Lubbock has increased traffic demand along the 34th Street corridor from Upland Avenue to Milwaukee Avenue.

On December 9, 2025, a unit-price construction contract was awarded to West Texas Paving, Inc., per Request for Proposals (RFP) 25-19137-TF, with 600 calendar days of construction time.

Change Order No. 1 to Contract No. 19137 will include additions and changes to the contract including lighting, pavement, curb ramps, sidewalks, utility layouts, valve locations, and related plan, profile, and quantity information. This change order will add $55,857.00 and 39 calendar days to the contract.

### Fiscal Impact

Change Order No. 1 to Contract No. 19137 for $55,857.00, is funded in Capital Improvements Project 92813, 34th Street Upland to Milwaukee -22B, and 92882, Drainage Improvements for Arterials.

**Staff/Board Recommending**

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

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**Attachments**

Resolution
Change Order No. 1
Contract No. 19137
Map
CIP 92813, 92882 - Budget Detail
CIP 92813 - Project Detail

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No.1 to that certain Contract No. 19137 for updates to roadway lighting, pavement, curb ramps, sidewalks, utility layouts, valve locations, and related plans, profile, and quantity information, by and between the City of Lubbock and West Texas Paving, Inc., and related documents. Said Change Order No.1 is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

**Passed by the City Council on** _____.

_____
**MARK W. MCBRAYER, MAYOR**

**ATTEST:**

_____
Courtney Paz, City Secretary

**APPROVED AS TO CONTENT:**

_____
Erik Rejino, Assistant City Manager

**APPROVED AS TO FORM:**

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.ChgOrd- West Texas Paving, Inc.
April 2, 2026

# Office of Purchasing and Contract Management
# Change Order

| | |
|---|---|
| Contract No: 19137 | Contractor: West Texas Paving, Inc. |
| Change Order No: 01 | Contract Title: 34th Upland Avenue to Milwaukee Avenue – 22B |
| Bid/RFP No: RFP-25-19137-TF | Project No: 92813 |

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

Description of Changes:
This change order includes changes to the Contract Document associated with Request for Information (RFI) and Request for Changes (RFC) by the Contractor. The narrative below provides a description of changes in the Contract Documents.

**Change Order Narrative:**
The contractor shall replace the affected contract plan sheets with the revised sheets provided with Change Order No. 1, which incorporate approved updates to roadway lighting, pavement, curb ramps, sidewalks, utility layouts, valve locations, and related plans, profile, and quantity information. This Change Order will add $55,857.00 and 39 calendar days to the contract. This change will result in a substantial completion date of 10/6/2027 and a final completion date of 11/5/2027.

Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial Contract, no deviations are allowed in computing negotiated change order costs.

**ITEMIZED COSTS MUST BE FULLY DOCUMENTED AND ATTACHED TO THIS FORM.**

| ITEM | DESCRIPTION | | AMOUNT |
|---|---|---|---|
| A. | ORIGINAL CONTRACT VALUE: | | $14,458,453.25 |
| B. | AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) $50,000 | | $55,857.00 |
| | COST CENTER:9240 | ACCOUNT: 30000 | |
| C. | PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A) | | 0.39% |
| D. | AMOUNT OF PREVIOUS CHANGE ORDERS: | | $0.00 |
| E. | TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D) | | $55,857.00 |
| F. | PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum) | | 0.39% |
| G. | NEW CONTRACT AMOUNT (A+E): | | **$14,513,590.25** |

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

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

| | | | |
|---|---|---|---|
| (1) Contractor | Date 3-27-26 | (2) Project Architect/Engineer | Date 3/27/26 |
| (3) Owner's Representative | Date 3-27-26 | (4) Director of Purchasing & Contract Management | Date 3/31/2026 |
| (5) Capital Project Manager | Date 3-31-26 | (6) City Attorney | Date 4/2/26 |

***Change Orders over $50,000.00 require a Contract Cover Sheet and the following signatures:***

| | | | |
|---|---|---|---|
| (7) Mayor | Date | (8) City Secretary | Date |

Council Date: _____ Agenda Item #: _____ Resolution #: _____

# 34th Street - Upland Ave to Milwaukee Avenue - 22B

Contract No: 19137
Project No: 92813
Change Order No: 1
Owner: City of Lubbock
Engineer: Kimley-Horn
Contractor: West Texas Paving

| CO Item No. | Description | Quantity | Unit | Unit Cost | Extended Cost |
|---|---|---|---|---|---|
| CO 1-1 | SALVAGING, HAULING, AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT | (3893) | CY | $ 20.00 | $ (77,860.00) |
| CO 1-2 | RAIL (HANDRAIL)(TY F) | (100) | LF | $ 155.00 | $ (15,500.00) |
| CO 1-3 | CONC CURB & GUTTER (TY II) | (49) | LF | $ 22.00 | $ (1,078.00) |
| CO 1-4 | DRIVEWAYS (CONC) | 73 | SY | $ 90.00 | $ 6,570.00 |
| CO 1-5 | CONC SIDEWALKS (4") | 6 | SY | $ 70.00 | $ 420.00 |
| CO 1-6 | CURB RAMPS (TY 7) | 2 | EA | $ 3,500.00 | $ 7,000.00 |
| CO 1-7 | CURB RAMPS (TY 10) | (6) | SY | $ 3,700.00 | $ (22,200.00) |
| CO 1-8 | RIPRAP (CONC)(5 IN) | (206) | SY | $ 110.00 | $ (22,660.00) |
| CO 1-9 | CONC BOX CULV (4FT X 3 FT) | 96 | LF | $ 430.00 | $ 41,280.00 |
| CO 1-10 | RC PIPE (ARCH)(CL IV)(DES 1) | 402 | LF | $ 340.00 | $ 136,680.00 |
| CO 1-11 | RC PIPE (ARCH)(CL IV)(DES 3) | (402) | LF | $ 400.00 | $ (160,800.00) |
| CO 1-12 | TRENCH SAFETY | 96 | LF | $ 3.75 | $ 360.00 |
| CO 1-13 | 12" C-900 DR-18 PVC WATER LINE (BY OPEN CUT) | 210 | LF | $ 108.00 | $ 22,680.00 |
| CO 1-14 | 8" C-900 DR-18 PVC WATER LINE (BY OPEN CUT) | (155) | LF | $ 95.00 | $ (14,725.00) |
| CO 1-15 | 2" COMBINATION AIR RELEASE VALVE AND VAULT | (2) | EA | $ 32,000.00 | $ (64,000.00) |
| CO 1-16 | 16" STEEL CASING (BY OTHER THAN OPEN CUT) | (90) | LF | $ 425.00 | $ (38,250.00) |
| CO 1-17 | 12" STEEL CASING (BY OTHER THAN OPEN CUT) | (16) | LF | $ 360.00 | $ (5,760.00) |
| CO 1-18 | 12" GATE VALVE AND BOX | 2 | EA | $ 7,000.00 | $ 14,000.00 |
| CO 1-19 | 6" C-900 DR-18 PVC SANITARY SEWER FORCE MAIN | (80) | LF | $ 145.00 | $ (11,600.00) |
| CO 1-20 | CONNECT TO EXISTING FORCE MAIN | (2) | EA | $ 4,000.00 | $ (8,000.00) |
| CO 1-21 | EXISTING UTILITY ABANDONMENT & FILL WITH FLOWABLE FILL | (1) | CY | $ 780.00 | $ (780.00) |
| CO 1-22 | EXISTING UTILITY REMOVAL | (36) | LF | $ 60.00 | $ (2,160.00) |
| CO 1-23 | IN RD IL (TY SA) 50T-12 (400W EQ) LED | (22) | EA | $ 5,000.00 | $ (110,000.00) |
| CO 1-24 | BLOCK SODDING | 131 | SY | $ 8.00 | $ 1,048.00 |
| CO 1-25 | EXCAV (ROADWAY & CHANNEL) | (1579) | CY | $ 10.00 | $ (15,790.00) |
| CO 1-26 | FL BS (CMP IN PLC)(TY A GR 5) (12") | (3763) | SY | $ 18.00 | $ (67,734.00) |
| CO 1-27 | D-GR HMA TY-C PG76-22 | (5987) | SY | $ 18.00 | $ (107,766.00) |
| CO 1-28 | D-GR HMA TY-B PG76-28 | (5987) | SY | $ 35.00 | $ (209,545.00) |
| CO 1-29 | CONC PVMT(TRANSITION SLAB) (9") | 636 | SY | $ 110.00 | $ 69,960.00 |
| CO 1-30 | IN RD IL (TY S) 50S-12 (400W EQ) LED | 1 | EA | $ 6,000.00 | $ 6,000.00 |
| CO 1-31 | IN RD IL (TY S) 50S-12 (400W EQ) LED (INSTALL ONLY) | 21 | EA | $ 2,100.00 | $ 44,100.00 |
| CO 1-32 | CURB RAMPS (TY 2) | 4 | EA | $ 4,400.00 | $ 17,600.00 |
| CO 1-33 | CONC PVMT (CRCP) (9") | 4953 | SY | $ 115.00 | $ 569,595.00 |
| CO 1-34 | SALVAGING, HAULING, AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT | 83 | LOAD | $ 324.00 | $ 26,892.00 |
| CO 1-35 | SALVAGING, HAULING, AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT | 133 | LOAD | $ 360.00 | $ 47,880.00 |

| | |
|---|---|
| CHANGE ORDER TOTAL | $ 55,857.00 |
| ORIGINAL CONTRACT VALUE | $ 14,458,453.25 |
| PREIVOUS TOTAL CHANGE ORDER AMOUNT | $ - |
| TOTAL AMOUNT OF ALL CHANGE ORDERS | $ 55,857.00 |
| NEW CONTRACT AMOUNT | $ 14,514,310.25 |

Resolution No. 2025-R0552
Item No. 5.14
December 9, 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, Contract No. 19137 for 22B Project, 34th Street Upland to Milwaukee, by and between the City of Lubbock and West Texas Paving, Inc., 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 December 9, 2025.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Matthew Wade, City Attorney

ccdocs II/RES.Contract - West Texas Paving, Inc.
November 6, 2025

**PROPOSAL SUBMITTAL FORM**
**UNIT PRICE PROPOSAL CONTRACT**

DATE: 10-21-2025

PROJECT NUMBER: **RFP 25-19137-TF, 34th Street Upland to Milwaukee -22B Project**

Proposal of West Texas Paving, Inc. (hereinafter called Offeror)

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

Ladies and Gentlemen:

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

**PROPOSED CONSTRUCTION TIME:**

1. Contractors proposed CONSTRUCTION TIME for completion:

**TOTAL CONSECUTIVE CALENDAR DAYS:** 600 **(to Substantial Completion)**

**TOTAL CONSECUTIVE CALENDAR DAYS:** 630 **(to Final Completion)**

**(not to exceed 600 consecutive calendar days to Substantial Completion / 630 consecutive calendar days to Final Completion).**

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **600 Consecutive Calendar Days** with **final completion** within **630 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **$500** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$200** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

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

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

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

**City of Lubbock, TX**
**Engineering**
**RFP 25-19137-TF**
**34th Street Upland to Milwaukee -22B Project**

**West Texas Paving, Inc. of Wolfforth, TX**

| # | Items | QTY +/- | U/M | Unit Cost | Extended Cost |
|---|---|---|---|---|---|
| **Removal** | | | | | |
| #1-1 | DISPOSAL OF WATER WELL | 2 | EA | 2,000.00 | 4,000.00 |
| #1-2 | REMOV CONC (DRIVEWAYS) | 2190 | SY | 50.00 | 109,500.00 |
| #1-3 | REMOV CONC (SIDEWALK, RAMP OR SUP) | 1019 | SY | 40.00 | 40,760.00 |
| #1-4 | REMOV CONC (CURB OR CURB & GUTTER) | 5191 | LF | 19.00 | 98,629.00 |
| #1-5 | REMOV CONC (FLUME) | 7 | SY | 40.00 | 280.00 |
| #1-6 | RMV (6"-10") TRT/UNTRT BASE & ASPH PAV | 28020 | SY | 8.00 | 224,160.00 |
| #1-7 | REMOVE STR (DRIVEWAY CULVERT) | 11 | EA | 1,000.00 | 11,000.00 |
| #1-8 | REMOVE STR (WOOD FENCE WITH BRICK POSTS) | 1015 | LF | 12.00 | 12,180.00 |
| #1-9 | REMOVE SM RD SN SUP&AM | 23 | EA | 100.00 | 2,300.00 |
| #1-10 | ELIM EXT PM & MRKS (6") | 4990 | LF | 2.50 | 12,475.00 |
| #1-11 | ELIM EXT PM & MRKS (24") | 1093 | LF | 5.00 | 5,465.00 |
| #1-12 | REMOVE STR (PIPE) | 146 | LF | 40.00 | 5,840.00 |
| #1-13 | REMOVE STR (SET) | 4 | EA | 1,350.00 | 5,400.00 |
| #1-14 | SALVAGING, HAULING, AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT | 3893 | CY | 20.00 | 77,860.00 |
| **Traffic Control** | | | | | |
| #2-1 | BARRICADES, SIGNS AND TRAFFIC HANDLING | 21 | MO | 25,000.00 | 525,000.00 |
| #2-2 | TEMPORARY PAVEMENT | 20039 | SY | 27.00 | 541,053.00 |
| **Roadway** | | | | | |
| #3-1 | PREPARING ROW | 68 | STA | 9,000.00 | 612,000.00 |
| #3-2 | FL BS (CMP IN PLC)(TY A GR 5) (12") | 5328 | SY | 22.00 | 117,216.00 |
| #3-3 | REWORK BS MTL (TY B)(12")(DENS CONT) | 5328 | SY | 10.00 | 53,280.00 |
| #3-4 | D-GR HMA TY-B PG76-22 | 4930 | SY | 38.00 | 187,340.00 |
| #3-5 | D-GR HMA TY-C PG76-22 | 4930 | SY | 21.00 | 103,530.00 |
| #3-6 | RAIL (HANDRAIL)(TY F) | 1863 | LF | 155.00 | 288,765.00 |
| #3-7 | ADJUSTING MANHOLES | 7 | EA | 1,500.00 | 10,500.00 |
| #3-8 | ADJUSTING MANHOLES (WATER VALVE BOX) | 3 | EA | 700.00 | 2,100.00 |
| #3-9 | CONC CURB & GUTTER (TY II) | 10746 | LF | 22.00 | 236,412.00 |
| #3-10 | CONC CURB & GUTTER (SLOTTED) | 624 | LF | 28.00 | 17,472.00 |
| #3-11 | INTERSECTIONS (CONC) | 1229 | SY | 90.00 | 110,610.00 |
| #3-12 | DRIVEWAYS (CONC) | 3561 | SY | 90.00 | 320,490.00 |
| #3-13 | CONC SIDEWALKS (4") | 7751 | SY | 70.00 | 542,570.00 |
| #3-14 | CURB RAMPS (TY 7) | 14 | EA | 3,500.00 | 49,000.00 |
| #3-15 | CURB RAMPS (TY 10) | 10 | SY | 3,700.00 | 37,000.00 |
| #3-16 | CONC MEDIAN | 250 | SY | 80.00 | 20,000.00 |
| **Drainage** | | | | | |
| #4-1 | RIPRAP (CONC)(5 IN) | 5783 | SY | 110.00 | 636,130.00 |
| #4-2 | GABION MATTRESSES (GALV) (12 IN) | 210 | SY | 250.00 | 52,500.00 |
| #4-3 | CONC BOX CULV (4 FT X 3 FT) | 145 | LF | 430.00 | 62,350.00 |
| #4-4 | CONC BOX CULV (6 FT X 2 FT) | 579 | LF | 585.00 | 338,715.00 |
| #4-5 | CONC BOX CULV (8 FT X 3 FT) | 702 | LF | 900.00 | 631,800.00 |

**City of Lubbock, TX**
**Engineering**
**RFP 25-19137-TF**
**34th Street Upland to Milwaukee -22B Project**

**West Texas Paving, Inc. of Wolfforth, TX**

| # | Items | QTY +/- | U/M | Unit Cost | Extended Cost |
|---|---|---|---|---|---|
| #4-6 | RC PIPE (ARCH)(CL IV)(DES 1) | 64 | LF | 340.00 | 21,760.00 |
| #4-7 | RC PIPE (ARCH)(CL IV)(DES 3) | 466 | LF | 400.00 | 186,400.00 |
| #4-8 | INLET (COMPL)(CU)(10 FT)(FTW) | 3 | EA | 50,000.00 | 150,000.00 |
| #4-9 | INLET (COMPL)(CU)(20 FT)(FTW) | 1 | EA | 65,000.00 | 65,000.00 |
| #4-10 | HEADWALL (CH - PW - S) (DIA= 18 IN) | 1 | EA | 7,000.00 | 7,000.00 |
| #4-11 | WINGWALL (PW - 1) (HW=4 FT) | 2 | EA | 5,500.00 | 11,000.00 |
| #4-12 | WINGWALL (PW - 2) (HW=3 FT) | 1 | EA | 8,000.00 | 8,000.00 |
| #4-13 | SET (TY I)(S= 4 FT)(HW= 4 FT)(6:1)(P) | 8 | EA | 9,000.00 | 72,000.00 |
| #4-14 | SET (TY I)(S= 6 FT)(HW= 3 FT)(4:1)(C) | 3 | EA | 8,500.00 | 25,500.00 |
| #4-15 | SET (TY I)(S= 6 FT)(HW= 3 FT)(6:1)(P) | 2 | EA | 11,000.00 | 22,000.00 |
| #4-16 | SET (TY I)(S= 8 FT)(HW= 4 FT)(6:1)(P) | 10 | EA | 10,000.00 | 100,000.00 |
| #4-17 | SET (TY II) (18 IN) (TP) (4: 1) (C) | 3 | EA | 7,000.00 | 21,000.00 |
| #4-18 | THERMOPLASTIC PIPE (HDPE) (18") | 56 | LF | 180.00 | 10,080.00 |
| #4-19 | TRENCH SAFETY | 3404 | LF | 3.75 | 12,765.00 |
| **Public Utility Relocations** | | | | | |
| #5-1 | TRENCH SAFETY | 7283 | LF | 3.75 | 27,311.25 |
| #5-2 | 12" C-900 DR-18 PVC WATER LINE (BY OPEN CUT) | 6780 | LF | 108.00 | 732,240.00 |
| #5-3 | 10" C-900 DR-18 PVC WATER LINE (BY OPEN CUT) | 65 | LF | 155.00 | 10,075.00 |
| #5-4 | 8" C-900 DR-18 PVC WATER LINE (BY OPEN CUT) | 526 | LF | 95.00 | 49,970.00 |
| #5-5 | 6" C-900 DR-18 PVC WATER LINE (BY OPEN CUT) | 462 | LF | 75.00 | 34,650.00 |
| #5-6 | 1" WATER METER SERVICE AND BOX | 2 | EA | 4,700.00 | 9,400.00 |
| #5-7 | 2" COMBINATION AIR RELEASE VALVE AND VAULT | 2 | EA | 32,000.00 | 64,000.00 |
| #5-8 | CONNECT TO EXISTING WATER LINE | 20 | EA | 4,000.00 | 80,000.00 |
| #5-9 | 24" STEEL CASING (BY OTHER THAN OPEN CUT) | 257 | LF | 450.00 | 115,650.00 |
| #5-10 | 16" STEEL CASING (BY OTHER THAN OPEN CUT) | 90 | LF | 425.00 | 38,250.00 |
| #5-11 | 12" STEEL CASING (BY OTHER THAN OPEN CUT) | 83 | LF | 360.00 | 29,880.00 |
| #5-12 | 12" GATE VALVE AND BOX | 13 | EA | 7,000.00 | 91,000.00 |
| #5-13 | 10" GATE VALVE AND BOX | 1 | EA | 7,500.00 | 7,500.00 |
| #5-14 | 8" GATE VALVE AND BOX | 12 | EA | 4,500.00 | 54,000.00 |
| #5-15 | 6" GATE VALVE AND BOX | 16 | EA | 2,500.00 | 40,000.00 |
| #5-16 | FIRE HYDRANT ASSEMBLY | 11 | EA | 7,000.00 | 77,000.00 |
| #5-17 | 6" C-900 DR-18 PVC SANITARY SEWER FORCE MAIN | 246 | LF | 145.00 | 35,670.00 |
| #5-18 | CONNECT TO EXISTING FORCE MAIN | 2 | EA | 4,000.00 | 8,000.00 |
| #5-19 | EXISTING UTILITY ABANDONMENT & FILL WITH FLOWABLE FILL | 115 | CY | 780.00 | 89,700.00 |
| #5-20 | EXISTING UTILITY REMOVAL | 664 | LF | 60.00 | 39,840.00 |
| #5-21 | EXISTING AC WATER LINE REMOVAL | 1898 | LF | 70.00 | 132,860.00 |
| #5-22 | EXISTING GATE VALVE ABANDONMENT | 2 | EA | 1,000.00 | 2,000.00 |
| #5-23 | EXISTING GATE VALVE REMOVAL | 8 | EA | 750.00 | 6,000.00 |
| **Traffic Signal** | | | | | |
| #6-1 | DRILL SHAFT (TRF SIG POLE) (36 IN) | 45 | LF | 470.00 | 21,150.00 |

**City of Lubbock, TX**
**Engineering**
**RFP 25-19137-TF**
**34th Street Upland to Milwaukee -22B Project**

**West Texas Paving, Inc. of Wolfforth, TX**

| # | Items | QTY +/- | U/M | Unit Cost | Extended Cost |
|---|---|---|---|---|---|
| #6-2 | DRILL SHAFT (TRF SIG POLE) (48 IN) | 22 | LF | 600.00 | 13,200.00 |
| #6-3 | CONDT (PVC) (SCH 80) (2") | 80 | LF | 20.00 | 1,600.00 |
| #6-4 | CONDT (PVC) (SCH 80) (3") | 225 | LF | 15.00 | 3,375.00 |
| #6-5 | CONDT (PVC) (SCH 80) (4") | 50 | LF | 30.00 | 1,500.00 |
| #6-6 | CONDT (PVC) (SCH 80) (4") (BORE) | 385 | LF | 40.00 | 15,400.00 |
| #6-7 | ELEC CONDR (NO.6) BARE | 710 | LF | 3.00 | 2,130.00 |
| #6-8 | ELEC CONDR (NO.6) INSULATED | 100 | LF | 10.00 | 1,000.00 |
| #6-9 | GROUND BOX TY C (162911)W/APRON | 5 | EA | 1,200.00 | 6,000.00 |
| #6-10 | ELC SRV TY T 120/240 000(NS)GS(N)SP(U) | 1 | EA | 6,500.00 | 6,500.00 |
| #6-11 | ALUMINUM SIGNS (TY A) | 7.5 | SF | 110.00 | 825.00 |
| #6-12 | INSTALL HWY TRF SIG (ISOLATED) | 1 | EA | 18,000.00 | 18,000.00 |
| #6-13 | VEH SIG SEC (12")LED(GRN) | 12 | EA | 400.00 | 4,800.00 |
| #6-14 | VEH SIG SEC (12")LED(GRN ARW) | 6 | EA | 450.00 | 2,700.00 |
| #6-15 | VEH SIG SEC (12")LED(YEL) | 12 | EA | 400.00 | 4,800.00 |
| #6-16 | VEH SIG SEC (12")LED(YEL ARW) | 10 | EA | 400.00 | 4,000.00 |
| #6-17 | VEH SIG SEC (12")LED(RED) | 12 | EA | 400.00 | 4,800.00 |
| #6-18 | VEH SIG SEC (12")LED(RED ARW) | 4 | EA | 500.00 | 2,000.00 |
| #6-19 | PED SIG SEC (LED)(COUNTDOWN) | 8 | EA | 950.00 | 7,600.00 |
| #6-20 | BACKPLATE W/REFL BRDR(3 SEC)ALUM | 10 | EA | 300.00 | 3,000.00 |
| #6-21 | BACKPLATE W/REFL BRDR(4 SEC)ALUM | 4 | EA | 450.00 | 1,800.00 |
| #6-22 | BACKPLATE W/REFL BRDR(5 SEC)ALUM | 2 | EA | 350.00 | 700.00 |
| #6-23 | TRF SIG CBL (TY A)(12 AWG)(2 CONDR) | 1340 | LF | 3.00 | 4,020.00 |
| #6-24 | TRF SIG CBL (TY A)(14 AWG)(5 CONDR) | 390 | LF | 6.00 | 2,340.00 |
| #6-25 | TRF SIG CBL (TY A)(14 AWG)(7 CONDR) | 575 | LF | 7.00 | 4,025.00 |
| #6-26 | TRF SIG CBL (TY A)(14 AWG)(20 CONDR) | 690 | LF | 11.00 | 7,590.00 |
| #6-27 | INS TRF SIG PL AM(S)1 ARM(44') | 3 | EA | 20,000.00 | 60,000.00 |
| #6-28 | INS TRF SIG PL AM(S)1 ARM(50') | 1 | EA | 40,000.00 | 40,000.00 |
| #6-29 | PED POLE ASSEMBLY | 7 | EA | 2,100.00 | 14,700.00 |
| #6-30 | INSTALL OF PEDESTRIAN PUSH BUTTONS | 8 | EA | 350.00 | 2,800.00 |
| #6-31 | INSTALL BBU SYSTEM | 1 | EA | 32,000.00 | 32,000.00 |
| #6-32 | VIVDS PROSR SYS (INSTALL ONLY) | 1 | EA | 1,200.00 | 1,200.00 |
| #6-33 | VIVDS CAM ASSY (INSTALL ONLY) | 4 | EA | 600.00 | 2,400.00 |
| #6-34 | VIVDS CABLING (INSTALL ONLY) | 875 | LF | 2.00 | 1,750.00 |
| **Illumination** | | | | | |
| #7-1 | DRILL SHAFT (RDWY ILL POLE) (30 IN) | 220 | LF | 220.00 | 48,400.00 |
| #7-2 | IN RD IL (TY SA) 50T-12 (400W EQ) LED | 22 | EA | 5,000.00 | 110,000.00 |
| #7-3 | CONDT (PVC) (SCH 80) (2") | 5445 | LF | 11.00 | 59,895.00 |
| #7-4 | CONDT (PVC) (SCH 80) (2") (BORE) | 235 | LF | 25.00 | 5,875.00 |
| #7-5 | CONDT (RM) (1") | 50 | LF | 30.00 | 1,500.00 |
| #7-6 | ELEC CONDR (NO.8) BARE | 5730 | LF | 2.00 | 11,460.00 |
| #7-7 | ELEC CONDR (NO.8) INSULATED | 11490 | LF | 2.00 | 22,980.00 |

**City of Lubbock, TX**
**Engineering**
**RFP 25-19137-TF**
**34th Street Upland to Milwaukee -22B Project**

**West Texas Paving, Inc. of Wolfforth, TX**

| # | Items | QTY +/- | U/M | Unit Cost | Extended Cost |
|---|---|---|---|---|---|
| #7-8 | GROUND BOX TY A (122311)W/APRON | 2 | EA | 1,300.00 | 2,600.00 |
| #7-9 | ELC SRV TY A 240/480 060(NS)AL(E)PS(U) | 1 | EA | 9,500.00 | 9,500.00 |
| #7-10 | INSTALL OF LUMINAIRE HEAD | 2 | EA | 900.00 | 1,800.00 |
| #7-11 | INSTALL OF LUMINAIRE MAST ARMS | 2 | EA | 1,200.00 | 2,400.00 |
| **Signing and Pavement Marking** | | | | | |
| #8-1 | IN SM RD SN SUP&AM TY10BWG(1)SA(P) | 20 | EA | 800.00 | 16,000.00 |
| #8-2 | PREFAB PM TY B (W)(24")(SLD) | 1871 | LF | 50.00 | 93,550.00 |
| #8-3 | PREFAB PM TY B (W)(ARROW) | 26 | EA | 1,200.00 | 31,200.00 |
| #8-4 | REFL PAV MRK TY I (W)4"(DOT)(100MIL) | 272 | LF | 2.00 | 544.00 |
| #8-5 | REFL PAV MRK TY I (W)8"(SLD)(100MIL) | 2963 | LF | 2.00 | 5,926.00 |
| #8-6 | REFL PAV MRK TY I (W)12"(SLD)(100MIL) | 282 | LF | 17.00 | 4,794.00 |
| #8-7 | REFL PAV MRK TY I (Y)12"(SLD)(100MIL) | 390 | LF | 16.00 | 6,240.00 |
| #8-8 | RE PM TY II (W) 4" (DOT) | 272 | LF | 3.00 | 816.00 |
| #8-9 | RE PM TY II (W) 6" (BRK) | 3265 | LF | 1.00 | 3,265.00 |
| #8-10 | RE PM TY II (W) 6" (SLD) | 2393 | LF | 1.00 | 2,393.00 |
| #8-11 | RE PM TY II (W) 8" (SLD) | 2963 | LF | 1.00 | 2,963.00 |
| #8-12 | RE PM TY II (W) 12" (SLD) | 282 | LF | 5.00 | 1,410.00 |
| #8-13 | RE PM TY II (Y) 6" (BRK) | 1889 | LF | 1.00 | 1,889.00 |
| #8-14 | RE PM TY II (Y) 6" (SLD) | 13565 | LF | 1.00 | 13,565.00 |
| #8-15 | RE PM TY II (Y) 12" (SLD) | 390 | LF | 4.00 | 1,560.00 |
| #8-16 | REFL PAV MRK TY I (W)6"(BRK)(100MIL) | 3265 | LF | 2.00 | 6,530.00 |
| #8-17 | REFL PAV MRK TY I (W)6"(SLD)(100MIL) | 2393 | LF | 2.00 | 4,786.00 |
| #8-18 | REFL PAV MRK TY I (Y)6"(BRK)(100MIL) | 1889 | LF | 2.00 | 3,778.00 |
| #8-19 | REFL PAV MRK TY I (Y)6"(SLD)(100MIL) | 13565 | LF | 2.00 | 27,130.00 |
| #8-20 | REFL PAV MRKR TY I-C | 834 | EA | 8.00 | 6,672.00 |
| #8-21 | REFL PAV MRKR TY II-A-A | 189 | EA | 12.00 | 2,268.00 |
| **ITS** | | | | | |
| #9-1 | CONDT (PVC) (SCH 80) (2") | 5185 | LF | 11.00 | 57,035.00 |
| #9-2 | CONDT (PVC) (SCH 80) (2") (BORE) | 260 | LF | 25.00 | 6,500.00 |
| #9-3 | ELEC CONDR (NO.14) INSULATED | 5445 | LF | 1.00 | 5,445.00 |
| #9-4 | ITS GND BOX (POLY) TY 1 (243624) | 3 | EA | 7,500.00 | 22,500.00 |
| #9-5 | GROUND BOX TY C (162911)W/APRON | 6 | EA | 1,200.00 | 7,200.00 |
| **Erosion Control** | | | | | |
| #10-1 | BLOCK SODDING | 11098 | SY | 8.00 | 88,784.00 |
| #10-2 | DRILL SEED (PERM_URBAN_CLAY) | 4071 | SY | 9.00 | 36,639.00 |
| #10-3 | SOIL RET BLKT(CHAN_PERM_2 PSF) | 4071 | SY | 30.00 | 122,130.00 |
| #10-4 | ROCK FILTER DAMS (INSTALL) (TY 1) | 190 | LF | 75.00 | 14,250.00 |
| #10-5 | ROCK FILTER DAMS (REMOVE) | 190 | LF | 120.00 | 22,800.00 |
| #10-6 | CONSTRUCTION EXITS (INSTALL) (TY 1) | 120 | SY | 60.00 | 7,200.00 |
| #10-7 | CONSTRUCTION EXITS (REMOVE) | 120 | SY | 100.00 | 12,000.00 |
| #10-8 | TEMP SEDMT CONT FENCE (INSTALL) | 615 | LF | 2.00 | 1,230.00 |

**City of Lubbock, TX**
**Engineering**
**RFP 25-19137-TF**
**34th Street Upland to Milwaukee -22B Project**

**West Texas Paving, Inc. of Wolfforth, TX**

| # | Items | QTY +/- | U/M | Unit Cost | Extended Cost |
|---|---|---|---|---|---|
| #10-9 | TEMP SEDMT CONT FENCE (REMOVE) | 615 | LF | 3.00 | 1,845.00 |
| #10-10 | BIODEG EROSN CONT LOGS (INSTL) (12") | 245 | LF | 25.00 | 6,125.00 |
| #10-11 | BIODEG EROSN CONT LOGS (REMOVE) | 245 | LF | 10.00 | 2,450.00 |
| #10-12 | LANDSCAPING | 1 | LS | 4,000.00 | 4,000.00 |
| **Mobilization** | | | | | |
| #11-1 | MOBILIZATION | 1 | LS | 500,000.00 | 500,000.00 |
| **Alternate Bid #1 - Concrete Pavement** | | | | | |
| #12-1 | EXCAV (ROADWAY & CHANNEL) | 44152 | CY | 10.00 | 441,520.00 |
| #12-2 | EMBANK (FNL)(DC)(TY A) | 2669 | CY | 12.00 | 32,028.00 |
| #12-3 | CONC PVMT (CRCP) (9") | 42551 | SY | 105.00 | 4,467,855.00 |
| #12-4 | PAV SURF PREP FOR MRK (4") | 772 | LF | 2.00 | 1,544.00 |
| #12-5 | PAV SURF PREP FOR MRK (6") | 16492 | LF | 1.00 | 16,492.00 |
| #12-6 | PAV SURF PREP FOR MRK (8") | 877 | LF | 3.00 | 2,631.00 |
| #12-7 | PAV SURF PREP FOR MRK (12") | 396 | LF | 6.00 | 2,376.00 |
| #12-8 | REWORK BS MTL (TY B)(12")(DENS CONT) | 45318 | SY | 10.00 | 453,180.00 |
| #12-9 | MOBILIZATION | 1 | LS | 250,000.00 | 250,000.00 |
| **Alternate Bid #2 - Asphalt Pavement** | | | | | |
| #13-1 | EXCAV (ROADWAY & CHANNEL) | 54068 | CY | 10.00 | 540,680.00 |
| #13-2 | EMBANK (FNL)(DC)(TY A) | 1467 | CY | 12.00 | 17,604.00 |
| #13-3 | FL BS (CMP IN PLC)(TY A GR 5) (12") | 45318 | SY | 18.00 | 815,724.00 |
| #13-4 | D-GR HMA TY-C PG76-22 | 42551 | SY | 18.00 | 765,918.00 |
| #13-5 | D-GR HMA TY-B PG76-28 | 42551 | SY | 35.00 | 1,489,285.00 |
| #13-6 | CONC PVMT(TRANSITION SLAB) (9") | 169 | SY | 110.00 | 18,590.00 |
| #13-7 | REWORK BS MTL (TY B)(12")(DENS CONT) | 47657 | SY | 6.00 | 285,942.00 |
| #13-8 | MOBILIZATION | 1 | LS | 200,000.00 | 200,000.00 |

| | | |
|---|---|---|
| **Total (Items 1-1 through 1-14):** | **$** | **609,849.00** |
| **Total (Items 2-1 through 2-2):** | **$** | **1,066,053.00** |
| **Total (Items 3-1 through 3-16)** | **$** | **2,708,285.00** |
| **Total (Items 4-1 through 4-19):** | **$** | **2,434,000.00** |
| **Total (Items 5-1 through 5-23):** | **$** | **1,774,996.25** |
| **Total (Items 6-1 through 6-34):** | **$** | **299,705.00** |
| **Total (Items 7-1 through 7-11):** | **$** | **276,410.00** |
| **Total (Items 8-1 through 8-21):** | **$** | **237,279.00** |
| **Total (Items 9-1 through 9-5):** | **$** | **98,680.00** |
| **Total (Items 10-1 through 10-12):** | **$** | **319,453.00** |
| **Total (Items 11-1):** | **$** | **500,000.00** |
| **Total (Items 12-1 through 12-9):** | **$** | **5,667,626.00** |
| ~~**Total (Items 13-1 through 13-8):**~~ | ~~**$**~~ | ~~**4,133,743.00**~~ |
| **Total (Items 1-1 through 11-1 & 13-1 through 13-8):** | **$** | **14,458,453.25** |

**Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Proposal Bond in the sum of 5% GAB _____ Dollars ($_____), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.**

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

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

(Seal if Offeror is a Corporation)

ATTEST:

Darrell Jarnagin

Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 10-01-2025
Addenda No. 2 Date 10-09-2025
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Date: 10-21-2025

Darrell Jarnagin

Authorized Signature

Darrell Jarnagin

(Printed or Typed Name)

West Texas Paving, Inc.

Company

10104 Alcove Ave

Address

Wolfforth, Lubbock

City, County

Texas, 79382

State Zip Code

Telephone: (806) - 833-2882

Fax: (806) - 833-2884

Email: marshal@wtxpaving.com

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

75-2028682

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

**City of Lubbock**
**Capital Project**
**Project Cost Detail**
**April 14, 2026**

| | |
|---|---|
| Capital Project Number: | 92813 |
| Capital Project Name: | 34h Street: Upland to Milwaukee - 22B |
| Capital Project Number: | 92882 |
| Capital Project Name: | Drainage Improvements for Arterials |

| | Budget | | |
|---|---|---|---|
| | 92813 | 92882 | Total |
| *Encumbered/Expended* | | | |
| Contract 17130 with KHA for Design Services | $ 1,161,600 | - | $ 1,161,600 |
| Amendment No. 1 to Contract 17130 | 158,000 | - | 158,000 |
| Amendment No. 2 to Contract 17130 | 39,500 | - | 39,500 |
| Amendment No. 3 to Contract 17130 | 63,100 | - | 63,100 |
| Staff Time | 59,160 | - | 59,160 |
| Asplundh Tree Expert | 2,768 | | 2,768 |
| West Texas Mowing | 5,100 | | 5,100 |
| Surveying | 4,500 | - | 4,500 |
| 3402 Upland - Land Acquisition | 500,243 | - | 500,243 |
| Parcel 2 - Land Acquisition | 266,513 | - | 266,513 |
| Parcel 11 - Land Acquisition | 20,519 | - | 20,519 |
| Parcel 12 - Land Acquisition | 20,519 | - | 20,519 |
| Parcel 14 - Land Acquisition | 482,105 | - | 482,105 |
| Parcel 15 - Land Acquisition | 485,384 | - | 485,384 |
| Removal of Improvements | 25,760 | - | 25,760 |
| Advertisement cost | 508 | - | 508 |
| Contract No. 18720 with AT&T | 92,672 | - | 92,672 |
| Contract No. 18911 with SPEC | 644,690 | - | 644,690 |
| Removal of Structures | 45,000 | - | 45,000 |
| Contract No. 19323 with Kimley Horn for EOR | 270,503 | - | 270,503 |
| Contract No. 19326 with RS&H for RPR | 632,854 | - | 632,854 |
| Contract No. 19173 with West Texas Paving | 12,353,494 | 2,100,000 | 14,453,494 |
| *Agenda Items April 14, 2026* | | | |
| Contract No. 19173 - Change Order 1 | 55,857 | | |
| ***Encumbered/Expended To Date*** | 17,390,349 | 2,100,000 | 19,434,492 |
| *Estimated Cost for Remaining Appropriation* | | | |
| 34th Street: Upland to Milwaukee - 22B Construction | 996,622 | | 996,622 |
| Drainage Improvements for Arterials | | - | - |
| ***Remaining Appropriation*** | 996,622 | - | 996,622 |
| **Total Appropriation** | $ 18,386,972 | $ 2,100,000 | $ 20,431,115 |



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

Bond Election Project – 2022

**Project Manager: Kerry Koehler - Engineering**

## Project Scope

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

## Project Justification

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

## Project Highlights

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

## Project History

- FY 2022-23 $2,700,000 appr. by Ord. 2022-O0169
- FY 2023-24 $13,800,000 appr. by Ord. 2023-O0108

## Project Dates

Start Design: 02/2023
Design Completion: 02/2025
Bid for Construction: 07/2025
Award Construction: 09/2025
Construction Completion: 04/2027

## Project Location

34th Street, Upland Ave to Milwaukee Ave

## Project Appropriations

| | Appropriation to Date | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget | 2030 - 31 Budget |
|---|---|---|---|---|---|---|
| **Construction** | $16,500,000 | $0 | $0 | $0 | $0 | $0 |
| **TOTAL** | **$16,500,000** | **$0** | **$0** | **$0** | **$0** | **$0** |

## Project Funding

| | Funding to Date | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget | 2030 - 31 Budget |
|---|---|---|---|---|---|---|
| **General Obligation Bonds** | $16,500,000 | $0 | $0 | $0 | $0 | $0 |

| | Funding to Date | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget | 2030 - 31 Budget |
|---|---|---|---|---|---|---|
| TOTAL | **$16,500,000** | **$0** | **$0** | **$0** | **$0** | **$0** |

## Operating Budget Impacts

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

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AI# 14222
Regular City Council Meeting 6. 11.
04/14/2026:

## Information

### Agenda Item

**Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute for and on behalf of the City of Lubbock, Amendment No. 2 to that certain Professional Services Agreement (Resolution No. 2025-R0062, Contract 18659) for services in connection with the Lake 7 - Permit Application and Pre-National Environmental Policy Act Documentation, by and between the City of Lubbock and HDR Engineering, Inc., to expand the scope of services to include conducting additional analysis and resource documentation and expedite the development of a draft Environmental Assessment, and related documents.

### Item Summary

The City of Lubbock initiated conceptual planning efforts for the construction of a series of up to 8 lakes along the Brazos River Basin in the 1960s. This series of lakes were part of the Jim Bertram Canyon Lake System Master Plan. Accordingly, Lake 7 was included in the City of Lubbock Strategic Water Supply Plan for reuse and captured storm water. Lake 7 preliminary evaluation and planning continued in the early 2000s.

On April 17, 2006, the City filed Water Rights Permit No. 5921 Application to the Texas Commission on Environmental Quality (TCEQ).

In 2011, the City completed a report on the feasibility of constructing the proposed Lake 7.

On March 14, 2024, TCEQ approved the City's water rights permit. This milestone marked a key step in the feasibility evaluation and regulatory review for the project. Lake 7 is considered to be the most feasible and resilient long-term water supply for the City of Lubbock. HDR has assisted the City of Lubbock in developing most of the recent documents and has completed the first phase of the Lake 7 permitting and application.

On February 11, 2025, the City Council approved a professional services agreement with HDR Engineering, undertaking environmental and strategic water supply planning activities, to support the United States Army Corp of Engineers (USACE) application development for the Clean Water Act, Section 404 Permit.

This contract also includes a preliminary assessment of Lake 7 and other alternatives, to

meet the project's purpose and needs, in preparation for an anticipated National Environmental Policy Act (NEPA) review of the proposed project. As the City and HDR near the completion of the 404 Permit Application, the next step is to proceed with Cultural Resources Surveys and further Regulatory Coordination, as the City seeks approval of the 404 Permit.

On December 9, 2025, the City Council Approved Amendment No. 1 to Contract No. 18659, with HDR Engineering. This amendment allowed HDR to develop a detailed survey of cultural resources in the Lake 7 project area. This information was used to provide background information during development of a Programmatic Agreement for future cultural resources investigations, data recovery, and curation of archeological resources that will be included in the Environmental Assessment (EA) document, which is necessary as part of the 404 Permit Application process.

Amendment No. 2 will allow HDR to assist the City with conducting the additional analyses and resource documentation, to support the USACE's determination if an applicant-prepared draft EA is appropriate. The objective of this scope is to allow the City's project team to expedite the development of a draft EA in advance of the USACE official NEPA determination, to potentially reduce the overall schedule by a significant amount, for the USACE to finalize their public interest review and issue of a Permit Decision.

Contract negotiations were conducted with HDR Engineering, Inc., and fair and reasonable hourly rates were determined for a total amount, not to exceed $979,100, with 18 additional months.

**Fiscal Impact**

Amendment No. 2, for $979,100, is funded in Capital Improvements Project 8679 - Lake 7 Permitting.

**Staff/Board Recommending**

Erik Rejino, Assistant City Manager

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**Attachments**

Resolution

Contract No. 18659 - Amendment 2

Contract No. 18659 - Amendment 1

Contract No. 18659

Map

CIP 8679 - Budget Detail

CIP 8679 - Project Detail

# RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 2 to that certain Professional Services Agreement (Resolution No. 2025-R0062, Contract 18659) for services in connection with Lake 7 – Permit Application and Pre-NEPA Documentation, by and between the City of Lubbock and HDR Engineering, Inc., to expand the scope of services to include conducting additional analysis and resource documentation and expedite the development of a draft Environmental Assessment, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Matt Wade, City Attorney

ccdocs II/RES. HDR Engineering, Inc. – Amendment 2 – Lake 7
April 14, 2026

# Scope of Services

## Amendment No. 2 to Professional Services Agreement Contract No. 18659

## Lubbock Lake 7 Reuse Project

## National Environmental Policy Act Documentation and Regulatory Support

The following scope of services describes professional services for HDR Engineering, Inc. (HDR) to provide continued support to the City of Lubbock (City) for the proposed Lake 7 Reuse Project (Lake 7). The services described will be provided under an amendment (Amendment No. 2) to Professional Services Agreement ("Agreement") Contract No. 18659.

The original scope of services was developed with the goal of completion of pre-application coordination, permit application submittal, agency site visits (if requested), and a determination of the most likely path forward to satisfy the U.S. Army Corps of Engineers (USACE) documentation requirements under the National Environmental Policy Act (NEPA) prior to rendering a permit decision. Water supply reservoir impoundments in Texas over the past 15 years have been permitted under both a combined Environmental Assessment / Decision Document (EA / DD), while more complex Environmental Impact Statements (EIS) prepared by a Third-Party Contractor have been more common. During pre-application coordination based on the existing conditions of the project site and new NEPA regulatory guidance, the USACE noted that an Applicant-prepared draft EA / DD may be appropriate for the project. The final determination will be made following input to a Public Notice in 2026. The USACE also asked about fish assemblage information, for which the most recent data collected in the project area is more than 12 years old.

Amendment No. 1 was developed to facilitate a detailed survey of cultural resources in the Lake 7 project area, including shovel testing and limited deep trenching in the floodplain alluvium. This information will be used to provide background information during development of a Programmatic Agreement for future cultural resources investigations, data recovery, and curation of archeological resources that will be included in the EA / DD.

The objective of this Amendment No. 2 is to allow HDR to assist the City with conducting the additional analyses and resource documentation to support the USACE's determination if an Applicant-prepared Draft EA / DD is appropriate. If the USACE concurs with that determination, HDR can immediately initiate development of the Draft EA / DD. Alternatively, if the USACE determines an EIS is appropriate for NEPA compliance, HDR's efforts will need to shift to the development of Resource Reports and to help initiate selection of a USACE Third-Party contractor to prepare an EIS and Administrative Record, which will require a modification of scope. This scope is developed based on the assumption the USACE will determine they can utilize an Applicant-developed draft EA / DD. The objective of this scope is to allow the City's project team to expedite the development of a draft EA / DD in advance of the USACE's official NEPA determination to potentially significantly reduce the overall schedule for the USACE to finalize their public interest review and issue of a Permit Decision.

General Overview & Background:

The environmental resources and permitting coordination for the proposed Lake 7 Reuse Project is ongoing. Tasks are generally grouped into the following categories for planning, budgetary, and schedule purposes:

*Completed Tasks:*

- Initial desktop assessment for potential waters of the U.S. and cultural resources.
- Delineation report of potential waters of the U.S., and Texas Rapid Assessment Report.
- Cultural Resources Background Study Report.
- Preparation of a Project Purpose & Need and Alternatives Evaluation to support a 404(b)(1) determination assessment.
- Pre-application meeting with USACE.
- Development and submittal of a draft Clean Water Act, Section 404 Individual Permit application, with attachments.

*Remaining Tasks in current Scope:*

- Agency site visit, if requested, with USACE and commenting state and federal agencies.
- Response to USACE comments to draft Individual Permit application.
- Revision of Individual Permit Application to support Public Notice.
- Response to comments from Public Notice.
- Coordination with USACE for determination of NEPA documentation requirements (i.e., EA / DD vs. Notice of Intent for EIS.
- Completion of cultural resources survey and report (Amendment No. 1).

*Tasks to be Completed under the proposed scope of work:*

- Fish assemblage sampling in the project stream segment and comparison to lakes / impoundments in the vicinity.
- NEPA Scoping with the USACE to be conducted virtually.
- Development of a Draft EA / DD document for transmittal to the USACE.
- Coordination with the USACE to develop a Programmatic Agreement to guide future cultural resource testing, data recovery, and curation of archeological resources.
- USACE, THC, and Stakeholder engagement and mitigation planning for historic resources.

This scope supports the continuation of pre-application and permitting tasks initiated as part of the planning services carried out in 2023–early 2026.

HDR will perform the following professional services:

## Task 1 – Task Management, Coordination, QA/QC

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

a. HDR will conduct monthly communication and financial monitoring activities, including review of labor and expense reports to verify accuracy, and prepare monthly status reports and invoices.
b. HDR will manage electronic files to include temporary organization and storage of internal work in progress and final documentation to be maintained for the project records.
c. HDR will coordinate regular monthly internal virtual status meetings, for up to 12 virtual calls. It is assumed that five HDR employees will attend each call, on average.

Task 1 Assumptions:

a. Meetings pertaining to a specific task, such as agency meetings, will be conducted under the applicable tasks.

## Task 2 – Aquatic Species / Fish Assemblage Assessment

Task Description: The purpose of this task is to describe the current fish assemblage and freshwater mussel communities within the proposed footprint of Lake 7.

HDR will conduct fish and mussel sampling within the proposed footprint of Lake 7 as a follow-up to Aquatic Life Monitoring (ALM), which was conducted for the Lake 7 Reuse Project in 2009. ALM includes physical habitat observations, standard field parameters, instantaneous flow measurements, and sampling of aquatic macrophytes, benthic macroinvertebrates, and fish. The 2009 ALM event occurred at four predetermined stations within the Lake 7 footprint. The proposed fish and mussel sampling will occur at the four predetermined stations where the 2009 ALM event occurred as well as one alternate station, located downstream of the Lake 7 footprint. The proposed fish and mussel sampling will not include all ALM criteria but rather will be limited to updating fish assemblage data and surveying for freshwater mussels at these five stations. To accomplish this, HDR proposes the following tasks.

### Subtask 2.1 – Data Collection

HDR will conduct a literature review of fish and mussel studies and surveys within the watershed and adjacent areas to determine likely fish assemblage and mussel communities to be encountered during the sampling events. Additionally, HDR will review prior studies and sampling events to determine which species can persist in riverine and lacustrine environments.

### Subtask 2.2 – Agency Coordination

a. HDR will coordinate with Texas Parks and Wildlife Department (TPWD) Regional Biologists for Lubbock County and Kills and Spills Team prior to conducting fish and mussel sampling.
b. HDR will prepare Fish Assemblage Sampling and/or Aquatic Resource Relocation Plans, as necessary, depending upon agency feedback.
c. HDR will prepare a memo detailing the methods and findings of the fish assemblage sampling and mussel surveys, which can be provided to TPWD and other agencies, as necessary.

**Subtask 2.3 – Project Area Sampling**

a. HDR will conduct sampling for fish, including minnows, in the North Fork within the project area. HDR will follow ALM protocols, which usually involves the combination of two collection methods, seine and electrofishing, to obtain a representative fish collection. However, during the 2009 ALM event it was determined that the water quality of the North Fork Double Mountain Brazos River is not conducive to backpack electrofishing. Therefore, the fish sampling will be conducted in a downstream to upstream direction at each sampling location from accessible habitat areas using a 6.1-m x 1.5-m x 0.32- cm common-sense minnow seine. A minimum of 10 seine hauls will be taken at each of the five stations.
b. Most collected fishes will be examined in the field and released. A minimum of one voucher photograph will be taken for each collected fish species. If fish species cannot be determined in the field, a minimum of one voucher specimen will be placed into plastic bottles containing 70% ethanol and returned to the HDR Austin laboratory for positive identification. Fish identification quality assurance will be achieved by meeting with the Stream Assessment Team Leader of TPWD in San Marcos, Texas, to confirm fish species identified by HDR.
c. Mussel surveys will be conducted in accordance with the 2024 Texas Freshwater Mussel Survey Protocol for Group 5 streams, where a minimum of 5-person hours will be spent surveying mussels at each of the five stations. Mussel surveys will cover sampling of all available stream substrates and habitats (i.e., riffles, runs, and pools) at each of the five stations. A minimum of one voucher photograph will be taken for each collected mussel species.

**Subtask 2.4 - Impoundment Sampling**

a. HDR will conduct spot sampling within the shallow littoral zones of 3 of the impoundments in the project vicinity. Impoundment sampling will also occur at accessible habitat areas using a 6.1-m x 1.5-m x 0.32- cm common-sense minnow seine. A minimum of 10 seine hauls will be taken at each of the 3 impoundments.
b. Most collected fishes will be examined in the field and released. A minimum of one voucher photograph will be taken for each collected fish species. If fish species cannot be determined in the field, a minimum of one voucher specimen will be placed into plastic bottles containing 70% ethanol and returned to the HDR Austin laboratory for positive identification. Fish identification quality assurance will be achieved by meeting with the Stream Assessment Team Leader of TPWD in San Marcos, Texas, to confirm fish species identified by HDR.
c. Mussel surveys will be conducted in accordance with the 2024 Texas Freshwater Mussel Survey Protocol for Group 5 reservoirs, where a minimum of 5-person hours will be spent surveying mussels at each of the 3 impoundments. Mussel surveys will cover sampling of all available stream substrates within the littoral zones. A minimum of one voucher photograph will be taken for each collected mussel species.

**Subtask 2.5 - Deliverable**

a. HDR will prepare a memo report containing methods and findings, as an addendum to "Appendix D: Aquatic Life Monitoring Report". This memo will identify observed and collected fish and mussel species that are likely to persist after inundation as well as species that may not persist once the reservoir is constructed.

Task 2 Assumptions:

- The scope does not include electroshocking or sampling within water deeper than 1 meter.
- HDR assumes right-of-entry will be granted on properties within the project footprint.
- Impoundment sampling locations will be determined while on site and will be accessible by ranch road(s), if available, and accessible in a safe manner.

## Task 3 – Draft NEPA and Decision Document Preparation

Task Description:

During pre-application coordination based on the existing conditions of the project site and new NEPA regulatory guidance, the USACE noted that an Applicant-prepared draft EA / DD may be appropriate for the project. The final determination will be made following input to a Public Notice in 2026. If USACE determines a draft EA / DD is the appropriate path, HDR will begin initial development of the Draft EA / DD, as described in the following subtasks. If the USACE determines an EIS is appropriate for NEPA compliance, then that could be accomplished under amendment to this scope and fee.

### Subtask 3.1 – NEPA Scoping

The determination of the scope of analysis for the USACE' federal action is guided by the USACE'S Regulatory Program NEPA implementing regulations at 33 CFR Part 333. HDR will coordinate with the City of Lubbock and USACE to determine the scope of the NEPA document. At a minimum, the analysis would include the following resource areas:

a. Jurisdictional waters and uplands to the extent of the flood pool elevation.
b. Section 7 of the Endangered Species Act (ESA).
c. Section 106 of the National Historic Preservation Act (NHPA).
d. Potential impacts on living communities or human uses.
e. Cumulative impacts.

In addition to coordination with the City of Lubbock and USACE, HDR shall draft a public notice to be posted by the USACE to provide project information and solicit public and agency comments to assist with project NEPA scoping.

### Subtask 3.2 – Resource and Impact Analyses

HDR will draft technical memoranda or reports to document impacts associated with the following relevant public interest review factors which were not included in the Section 404 application documents:

a. Water Quality.
b. Historic, Cultural, Scenic and Recreational Values.
c. Consideration of Property Ownership.
d. Safety of Impoundment Structures.
e. Floodplain management (E.O. 11988).
f. Water Supply and Conservation.
g. Energy Conservation and Development.
h. Navigation.

i. Environmental Benefits.
j. Economics.
k. Traffic and Transportation Patterns.
l. Noise.
m. Safety.
n. Land Use.
o. Shoreline Erosion and Accretion.
p. Food and Fiber Production.
q. Mineral Needs.

**Subtask 3.3 - Update Alternatives Analysis and 404(b)(1) Review**

a. The Alternatives Analysis developed for the Section 404 application will be reviewed and updated, if needed.
b. HDR shall establish the screening criteria to evaluate alternatives for the project. The screening criteria will establish the practicability of the alternatives as described in Subpart B §230.10 (a) of the Guidelines. A practicable alternative is considered "available and capable of being done after taking into consideration cost, existing technology, and logistics while also fulfilling the basic purpose of the proposed activity."
c. HDR will apply the screening criteria to each of the alternatives for determination of alternative practicability. Review waters of the impacts on all practicable alternatives to identify the preliminary least environmentally damaging practicable alternative (LEDPA).

**Subtask 3.4 – Preparation of a Draft Combined Environmental Assessment / Decision Document**

a. Utilizing data and analyses completed for the 404 application, HDR shall develop a draft Department of the Army Environmental Assessment and Statement of Findings for the Lubbock Lake 7 Reuse Project Individual Permit Application using the USACE standard template. The document will be produced in compliance with USACE NEPA implementing regulations 33 CFR Part 333 and 404(b)(1) guidelines.
b. HDR will update or use data captured during the 404 application process, or collected under Subtask 3.2 to complete the latest Draft EA / DD including the following sections:
    a. Introduction and Overview.
    b. Scope of Review for NEPA (see Subtask 3.1).
    c. Purpose and Need – The purpose and need was drafted for the Section 404 application and will be incorporated into the Draft EA / DD.
    d. Coordination – This section will document the results of the public comments received during the public comment period described in Subtask 3.1.
    e. Alternatives Analysis – The Alternatives Analysis was completed for the Section 404 application and will be updated here as needed.
    f. Evaluation for Compliance with the Section 404(b)(1) Guidelines (see Subtask 3.4).
    g. General Public Interest Review - In accordance with 33 CFR 320.4, the project will be reviewed and the project benefits will be balanced against its reasonably foreseeable detriments to the public interest.

h. Mitigation – A proposed Mitigation Plan was completed during the Section 404 Application process and will be updated per USACE comments, described in the EA / DD, and appended to the EA / DD.
i. Consideration of Cumulative Effects – HDR would determine the appropriate geographic area for the cumulative impact assessment, describe existing conditions within the cumulative assessment study area, and identify environmental consequences of the proposed project.
j. Compliance with other Laws, Policies, and Requirements – HDR will summarize applicable data and technical reports developed for the 404 permit application into the Draft EA / DD.
k. Special Conditions.
l. Findings and Determinations.

Task 3 Assumptions:

a. HDR will not be responsible for publishing the public notice.
b. This scope assumes that the USACE will determine an Applicant-developed combined draft EA / DD is appropriate for the project.
c. This scope assumes that HDR will incorporate one round of USACE and City of Lubbock comments into the draft EA / DD and the final deliverable will be a draft EA / DD.
d. USACE will be responsible for submitting the final EA / DD document.
e. A decision to seek TWDB funding is unconfirmed; therefore, while the EA / DD will likely meet TWDB documentation requirements, additional agency coordination may be necessary. Agency coordination for TWDB requirements, beyond what the USACE requires, is not included in this scope.
f. It was assumed that a public hearing would not be requested. If a public hearing is requested, HDR could attend or provide support under separate scope and fee.
g. The City of Lubbock would be responsible for any fees, such as mitigation fees and public notices.
h. This scope assumes one revision of sections submitted for the Section 404 permit application (Alternatives Analysis, Mitigation Plan, Purpose and Need, Habitat Assessment).

## Task 4 – Cultural Resource Programmatic Agreement Support

Task Description: Concurrent with or following completion of the Initial Cultural Resource survey tasks authorized by amendment No. 1 in December 2025, HDR will assist the USACE with the development of a Programmatic Agreement. Section 106 implementing regulations provide for federal agency program alternatives that are available to govern the implementation of a particular program or the resolution of adverse effects from certain complex project situations or multiple undertakings. Such alternatives (*"use of programmatic agreements"*) are described in 36 CFR Part 800.14(b)(1). In order to advance the project under a potential Draft EA / DD, a Programmatic Agreement is anticipated to be required to develop and confirm agreement for how future cultural resources regulatory requirements will be met in relation to pre-construction and construction-phased requirements.

In support of the Programmatic Agreement, the USACE has requested that HDR prepare a draft document, referred to here as the Treatment Plan, outlining the most salient technical and methodological approaches to potential identification, evaluation, and mitigation of cultural resources located within the project area. Once approved by the USACE, Texas Historical Commission (THC), and consulting parties this document will be appended to the Programmatic Agreement and serve as guidance for future cultural resources activities related to the project. This will allow faster implementation of pre-negotiated, standardized compliance approaches without repeated agency and consulting party coordination.

**Subtask 4.1 – USACE and Consulting Party Coordination**

HDR will coordinate with the USACE regarding the development of the Programmatic Agreement, including coordination with Section 106 consulting parties, to complete the Draft Programmatic Agreement, which will be circulated among consulting parties for execution via signature.

Subtasks:

a. Coordination with USACE.
b. Coordination with consulting parties.

**Subtask 4.2 – Development of Treatment Plan for Programmatic Agreement**

HDR will prepare a comprehensive Treatment Plan to be appended to the Programmatic Agreement. This treatment plan will outline the regionally specific criteria, methods, procedures, and commitments the USACE will utilize to identify, evaluate, avoid, minimize, or mitigate adverse effects to historic properties associated with the project.

Subtasks:

a. Develop Draft Treatment Plan for review by the USACE, THC, and consulting parties.
b. Integration of agency/consulting party input.
c. Finalization of Treatment Plan for inclusion in the Programmatic Agreement.

**Subtask 4.3 – Document Reviews**

HDR will review and provide feedback on documents developed by the USACE, including the Programmatic Agreement. HDR will also provide content for and review the Draft EA / DD.

Subtasks:

a. Draft Programmatic Agreement document review.
b. Complete cultural resource evaluation sections for draft EA / DD.
c. Draft EA / DD review.

Task 4 Assumptions:

a. The USACE will serve as the lead federal agency for Section 106 and will be responsible for drafting the Programmatic Agreement and coordination with the consulting parties.
b. Final decisions regarding Treatment Plan content, Programmatic Agreement stipulations, and any cultural resources commitments rest with the USACE and THC.

c. The City and its legal counsel will provide one set of consolidated review comments each for the documents.
d. Consulting parties will provide timely input during review cycles. Delays caused by consulting party availability or extended review periods may impact the schedule and could require scope or budget adjustments.
e. All submittals will be electronic.
f. No fieldwork is included under this task.
g. Any work to resolve or mitigate adverse effects to historic properties (e.g., data recovery, historic documentation, site treatment) is outside the scope of this proposal and will require a modification of scope, schedule, and cost.

# Exhibit B (Amended)
# Compensation and Term

## Estimated Fee

CITY and ENGINEER have established a not-to-exceed fee of $979,100 to perform services under this Amendment No. 2 on a time and materials basis, as shown below by task. This Amendment No. 2 increases the total contracted amount to $2,987,200. This amount will not be exceeded without an amendment to this agreement. Fees for each task are estimates only and CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed fee. Fees will be charged per the Hourly Rate Schedule in Exhibit B, updated pursuant to this Amendment No. 2.

ENGINEER agrees to perform the services described above. If a change in Scope of Services or Term becomes necessary, an amendment to this agreement shall be negotiated at that time.

The following tables summarize the fee estimated to be required to perform the above scope of services for Amendment No. 2, and the amended total contracted fee.

**Amendment No. 2 Fee**

| Task | Description | Budget |
|---|---|---|
| 1 | Task Management, Coordination, QA/QC | $158,900 |
| 2 | Aquatic Species / Fish Assemblage Assessment | $139,900 |
| 3 | Draft NEPA and Decision Document Preparation | $471,200 |
| 4 | Cultural Resource Programmatic Agreement Support | $209,100 |
| | **Total Amendment No. 2** | **$979,100** |

**Total Contracted Fee**

| Description | Budget |
|---|---|
| Original Contract No. 18659 (February 2025) | $1,216,600 |
| Amendment No. 1 (December 2025) | $791,500 |
| Amendment No. 2 | $979,100 |
| **Total Amended Fee** | **$2,987,200** |

## Term

ARTICLE I. TERM in the original Professional Services Agreement Contract No. 18659 is amended as follows:

The amended term of this Agreement commences on the Effective Date of this Amendment No. 2 and continues without interruption for a term of eighteen (18) months. If the Engineer determines that additional time is required to complete the Services, the City of Lubbock Assistant City Manager over Public Works, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

## Hourly Rate Schedule

**Rates for January 1, 2026, through December 31, 2026**
**Specific Rates for Environmental Support, Water Resources Engineering, and Field Support**

| HDR Engineering, Inc.<br>Job Titles & Classifications | Rate Range | |
|---|---|---|
| **Principal** | $ 275.00 | $ 420.00 |
| **Engineers / Geologists** | | |
| Senior Water Resources Engineer / Senior Geologist / Project Manager | $ 250.00 | $ 420.00 |
| Water Resources Engineer (PE) / Geologist (PG) | $ 160.00 | $ 275.00 |
| Geologist (GIT) / Engineer (EIT) | $ 130.00 | $ 260.00 |
| Hydrologist | $ 160.00 | $ 210.00 |
| **Environmental Scientists** | | |
| Senior Environmental Scientist / Environmental Project Manager | $ 200.00 | $ 410.00 |
| Senior Environmental Scientist / Cultural Resources Principal Investigator | $ 165.00 | $ 260.00 |
| Environmental Scientist / Cultural Resources Specialist | $ 100.00 | $ 205.00 |
| **Field Staff** | | |
| Senior Field Technician | $ 100.00 | $ 165.00 |
| Field Technician | $ 50.00 | $ 110.00 |
| **Technical / Support Staff** | | |
| GIS Analyst | $ 100.00 | $ 200.00 |
| GIS Technician II | $ 75.00 | $ 175.00 |
| Administrative II / Accountant | $ 63.00 | $ 190.00 |
| Administrative I / Clerical | $ 47.25 | $ 165.00 |
| **Rate Calculation** | | |
| Fees will be billed as direct salary costs times a multiplier of 3.3529 plus direct expenses.<br><br>Direct expenses will be passed through directly to the City of Lubbock with no multiplier and include mileage (standard IRS reimbursable rate), lodging, Per Diem expenses, incidentals, and copier/plotting costs.<br><br>A 5-percent markup will be added to subconsultant costs. | | |

*Note:
The rates are for January 1, 2026, through December 31, 2026. Proposed new rates, in subsequent years, will be negotiated on an annual basis and will include cost-of-living escalation and other factors relevant at that time.

Executed this _____day of April, 2026.

CITY OF LUBBOCK

_____
MARK W. MCBRAYER, MAYOR

HDR ENGINEERING, Inc.

_____
Cory Shockley, P.E., Vice President

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
~~Mitchell Satterwhite, First Assistant~~ City Attorney
MATT WADE

Resolution No. 2025-R0569
Item No. 5.31
December 9, 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, an amendment to that certain Professional Services Agreement (Resolution No. 2025-R0062) for services in connection with Lake 7 – Permit Application and Pre-NEPA Documentation, by and between the City of Lubbock and HDR Engineering, Inc., to expand the scope of services to include Initial Intensive Cultural Resources Surveys and Regulatory Coordination, 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 December 9, 2025.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.HDR Engineering, Inc. – Amendment 1
December 3, 2025

# Scope of Services

## Amendment No. 1 to Professional Services Agreement Contract No. 18659

## Lubbock Lake 7 Reuse Project

## Initial Intensive Cultural Resources Surveys and Regulatory Coordination

The following scope of services describes professional services for HDR Engineering, Inc. (HDR) to provide continued support to the City of Lubbock (City) for the proposed Lake 7 Reuse Project (Lake 7). The services described will be provided under an amendment (Amendment No. 1) to Professional Services Agreement ("Agreement") Contract No. 18659.

HDR will assist the City with agency coordination and the development of a proposed survey design and Antiquities Code of Texas permit application for a subsequent intensive archaeological survey as well as built resources investigations for the proposed Lake 7, located in Yellow House Canyon. This initial intensive archaeological survey includes a pedestrian survey, shovel testing in targeted areas, and limited mechanical trenching to provide insight into the geomorphological stratigraphy of the project area. The built environment investigations will include agency coordination, field work, and reporting.

The objective of this phase of work is to support the project through the National Environmental Policy Act (NEPA) process by facilitating Section 106 of the National Historic Preservation Act (Section 106 implementing regulations; 36 Code of Federal Regulations [CFR] Part 800) consultation process and coordination under the Antiquities Code of Texas (ACT; 13 Texas Administrative Code 26). This will be done through agency coordination with the U.S. Army Corps of Engineers – Fort Worth District Regulatory Branch (USACE) and Texas Historical Commission (THC), development of supporting cultural resources documents, performing initial cultural resources surveys, developing survey reports, preliminary evaluation of mitigation concepts, and recommendations for the next stages of the project.

General Overview & Background:

Cultural resources coordination and fieldwork for the proposed Lake 7 Reuse project is generally grouped into the following categories for planning, budgetary, and schedule purposes:

*Completed Tasks:*

- Initial desktop assessment and site visits, and
- Cultural Resources Background Study Report.

*Tasks Proposed in this Scope:*

- Agency and stakeholder coordination (initiated, and continued in this scope),
- Initial intensive survey, including pedestrian and initial mechanical trenching (archaeological and built environment),
- Consulting party coordination related to historic-age, built environment features.

*Future Tasks to be Completed in a subsequent scope of work following Agency Consultation:*

- Completion of additional mechanical trenching, as determined necessary,
- Final reporting and curation for the survey stage,
- Development of Programmatic Agreement,
- Significance testing, and
- Mitigation of adverse effects.

This scope supports the continuation of pre-application permitting tasks initiated as part of the planning services carried out in 2023–2025.

Following the initial intensive archaeological survey, a supplemental scope will be submitted to support the continued deep trenching efforts, final testing, reporting, and curation, as well as additional built resources-related work based on survey results.

HDR will perform the following professional services:

## Task 1 – Task Management, Coordination, QA/QC

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

a. HDR will conduct monthly communication and financial monitoring activities, including review of labor and expense reports to verify accuracy, and prepare monthly status reports and invoices.
b. HDR will manage electronic files to include temporary organization and storage of internal work in progress and final documentation to be maintained for the project records.
c. HDR will coordinate regular bi-weekly internal virtual status meetings, for up to 26 virtual calls. It is assumed that five HDR employees will attend, on average.

Task 1 Assumptions:

a. Meetings pertaining to a specific task, such as agency meetings, will be conducted under the applicable tasks.

## Task 2 – Agency Coordination and Archaeological Reporting

Task Description: The purpose of this task is to facilitate effective coordination with the agencies responsible for oversight of the federal and state-level cultural resources laws applicable to this project, including Section 106 and the ACT. Given the scale and complexity of anticipated resources, HDR proposes to divide archaeological and built environment investigations into separate studies. Such an approach will facilitate efficient agency and consulting party review.

HDR will conduct coordination with both the USACE and THC during the Section 404 Permit Application process to establish the level of effort necessary to identify cultural resources within the project area and provide initial assessments of their eligibility for listing in the National Register of Historic Places (NRHP). This coordination will include formulation of an Area of Potential Effects (APE), also referred to as the Permit Area by the USACE, for both archaeological and built environment resources.

To accomplish this, HDR will compile the information from previous desktop review documents to produce a proposed survey design and Texas Antiquities Permit application for archaeological studies, and a built environment research design. These deliverables will be submitted to the USACE and THC. The tasks in this scope of services include what is anticipated to be included in the proposed survey designs coordinated with the USACE and THC. Following the initial intensive archaeological survey (including pedestrian survey, targeted shovel testing, and initial mechanical trenching) an interim report will be drafted summarizing the results of the survey and outlining the remainder of the proposed mechanical trenching strategy. The objective of this two-stage trenching approach is to allow data from the initial sample trenches to inform a more efficient plan for future trenches based on the findings of the geology and subsoil conditions.

Following formulation of the APE and review of the built environment research design, HDR will conduct a built environment investigation of the APE as described in Task 4.

### Subtask 2.1 – Agency Coordination

HDR has met virtually with regulatory reviewers from the USACE and THC to discuss the project and level of effort necessary for the cultural resources surveys presented in this proposal.

a. HDR will develop draft agendas prior to agency meetings for review by the City, legal counsel, USACE, and THC.
b. Following agency meetings, HDR will prepare meeting minutes capturing key points of discussion and questions. After an internal review by the City and legal counsel, the draft minutes will be distributed to participants for comment. HDR will develop a final set of meeting minutes to distribute to the group and retain for the project records.

### Subtask 2.2 – Archaeological Research Design and Antiquities Permit Application

a. HDR will utilize information from the 2025 Cultural Resources Background Study to develop a proposed survey design for the initial intensive archaeological survey for submission to the USACE and THC for review and approval.
b. HDR will prepare a Texas Antiquities Permit application, to be signed by the City, for submission to the THC.

### Subtask 2.3 – Archaeological Interim Report

a. HDR will analyze artifacts and data produced from the initial intensive archaeological surveys, including radiocarbon dating of up to 5 samples.
b. HDR will produce a geoarchaeological assessment of Yellow House Canyon, based on a previously completed desktop evaluation and the preliminary mechanical trenching results, to be used in the development of a strategy for mechanical trenching of the remainder of the project area.
c. HDR will compile the results of the initial intensive archaeological survey into a draft interim report.
d. HDR will address one round each of legal, City, and agency comments.

**Subtask 2.4 – Mechanical Trenching Strategy**

a. Based on the results of the preliminary geoarchaeological studies, HDR will prepare a permit amendment outlining the proposed approach to completing mechanical trenching throughout the project area.

Task 2 Assumptions:

a. The scope does not include the production of a final report for the archaeological surveys. A final report will be produced following the completion of supplemental mechanical trenching locations, developed based on the initial trenching results. This scope will produce an interim report only.
b. The scope does not include curation of artifacts or project records. Curation will be conducted following the completion of mechanical trenching and agency acceptance of the final archaeological survey report.
c. The scope does not include the conclusion of cultural resources agency coordination for the life of the project, which will be defined in a future Programmatic Agreement.
d. The scope does not include tribal coordination under Section 106.

## Task 3 – Archaeological Fieldwork

Task Description: Due to the size and complexity of the project area, as well as the potential for it to contain culturally significant archaeological sites, HDR will pursue the archaeological survey in phases. The initial phase will comprise pedestrian survey of the entire project area to identify archaeological sites on the surface, and areas of high probability for buried archaeological sites. The pedestrian survey will be combined with targeted use of shovel testing to identify shallowly buried archaeological sites (3 feet or less below ground surface) in upland areas without substantial sediment deposition.

Following the pedestrian survey and shovel testing, HDR will perform limited deep trenching in targeted portions of the project area using the results of the previous investigations. This will be done to obtain a general stratigraphic profile of the portion of Yellow House Canyon within the project area.

**Subtask 3.1 – Pedestrian Survey & Shovel Testing**

a. HDR will perform a pedestrian survey of the entire project area.
b. The pedestrian survey will comprise one team of 5 people traversing transects spaced 10 meters apart.
c. Shovel testing will take place judgmentally, at intervals no greater than 100 meters, targeting upland areas with slopes less than 20%.

**Subtask 3.2 – Preliminary Mechanical trenching**

a. Utilizing equipment and operators provided by the City, HDR will conduct mechanical trenching at 15 locations throughout the valley of Yellow House Canyon.
b. The initial mechanical trenching efforts will focus on two previously recorded sites in the valley (41LU8 and 41LU132), beginning within the known site boundaries and extending in a series of six trenches per site across the valley to obtain a sample of the valley profile in these locations.
c. Following mechanical trenching at the two known sites, HDR will conduct additional mechanical trenching at 13 other locations (one trench per location) throughout the valley to document the composition of sedimentary and archaeological deposits in portions of the project area identified during the 2025 site visits and preliminary geoarchaeological assessment as having moderate to high probability for buried sites.
d. Archaeological sites identified during preliminary mechanical trenching will be initially recorded but not fully delineated until the next phase of mechanical trenching.
e. The results of the preliminary mechanical trenching efforts will inform the development of a mechanical trenching strategy in the supplemental survey stage of the project.

Task 3 Assumptions:

a. The pedestrian survey is estimated as a 20-day effort for a team of five cultural resource professionals.
b. The targeted shovel testing is estimated as a five-day effort for a team of two cultural resource professionals.
c. The preliminary mechanical trenching effort is estimated as a 25-day effort for a team of four cultural resource professionals.
d. Field surveys will have right-of-entry available to all locations prior to mobilization.
e. The scope does not include on-site field investigations of sites other than the Lake 7 Reuse Project area identified in the 2025 Cultural Resources Background Study.
f. The City will provide a mechanical excavator and operator. The City will also provide trench boxes and dewatering equipment suitable for stabilizing trench walls, evaluating profiles, and pumping water from trenches that extend below the water table, if necessary.
g. A maximum of 10 archaeological sites no larger than 0.5 acres will be recorded, and seven previously recorded archaeological sites will be revisited, for a total of 17 archaeological sites recorded or revisited. When archaeological sites are identified, their delineation will not extend beyond the project area boundaries. If additional sites are located, their recordation may require a scope amendment and additional fee.
h. NRHP and State Antiquities Landmark testing or mitigation is not included in this scope.

i. Based on background research the analysis of up to 1,000 artifacts are included in the current proposal. Should analysis of additional artifacts be necessary, additional funding will be required.
j. Substantial delays due to inclement weather or parcel access issues may increase field costs and result in supplemental fee requests.
k. This cost estimate assumes field personnel will be provided a lump sum per diem rate at the federal General Services Administration rate, excluding costs for lodging that will be invoiced at cost.
l. Any modification to the scope of services mandated by regulatory authorities will necessitate an updated scope and fee estimate.

## Task 4 – Built Environment

Task Description: Following the coordination described in Task 2, HDR will assist the USACE with the identification of Section 106 consulting parties, conduct built environment cultural resource studies to support USACE's compliance with Section 106 of the NHPA of 1966, as amended, and its implementing regulations in CFR Title 36 Part 800. The studies will include preparation of a built environment research design, which will contextualize anticipated resources within the APE; a built environment reconnaissance survey to determine the presence/absence of cultural resources within the APE; and preparation of a built environment survey report that will include evaluation of resources for their eligibility for inclusion in the NRHP, and assessment of the effects of the proposed undertaking to NRHP-listed or -eligible properties within the APE, if any such historic properties exist.

### Subtask 4.1 – Consulting Parties Identification and Coordination

Subtask Description: HDR will assist USACE with the identification of Section 106 consulting parties and consulting parties coordination.

a. Coordination with USACE to identify Section 106 consulting parties and preparation of a List of Consulting parties. Preparation will include delivery of an initial draft to USACE, response to client feedback, and delivery of a final draft list.
b. Preparation of an initial invitation to consult letter on USACE's behalf. Preparation will include delivery of an initial draft to USACE, response to client feedback, and delivery of a final draft letter.
c. Preparation of a draft consultation letter summarizing the identification of NRHP properties within the APE. HDR will perform one round of revisions of this letter to address USACE comments.
d. Preparation of a draft consultation letter summarizing the determination of effects the Project may have on NRHP properties within the APE. HDR will perform one round of revisions of this letter to address USACE comments.
e. This subtask includes up to four virtual coordination meetings with USACE for discussions regarding the development of Section 106 consulting parties coordination materials.

### Subtask 4.2 – Built Environment Research Design

Subtask Description: HDR will prepare a built environment research design to contextualize anticipated resources within the APE. The research design will be preliminary in nature and its findings will be

updated for incorporation into the subsequent built environment survey report described in Subtask 4.2.

a. The built environment research design will incorporate findings from the initial desktop assessment and site visit, and include:
    - Project description
    - APE description
    - Current land use
    - Previously designated historic properties and evaluated resources
    - Anticipated survey methods
    - Literature review
    - Methodology
    - Preliminary historic context
    - Reference citations
    - Maps and figures

**Subtask 4.3 – Built Environment Historic Resources Survey**

Subtask Description: HDR will conduct a reconnaissance-level survey to determine the presence/absence of historic-age above-ground resources within the APE. For this investigation, the historic period will be developed in coordination with USACE and THC.

Work conducted for the survey will meet the THC *Historic Resources Survey Manual* (THC 2019) standards for surveying historic resources, the Secretary of the Interior's Standards for Preservation Planning, Standards for Identification of Historic Properties, and Standards for Evaluation of Historic Properties. The survey will be conducted by HDR architectural historians who meet the Secretary of the Interior's (SOI) Professional Qualifications Standards for Architectural History.

b. Survey preparation will include a review of historical maps, aerial imagery, and county records to assist in identifying historic-age resources within the APE.
c. To the extent possible, HDR will use a Geographic Information System (GIS)-based viewshed analysis to screen potential resources within the APE and perform field verification of such resources as part of the survey.
d. Additional background information will be gathered via local repositories and online research to support historic context development.
e. Each resource will be photographed, mapped on a topographic quadrangle, and recorded on a historic resources survey form.
f. Potential historic districts will be identified and recommended for further investigation, as needed.
g. The photographic documentation will conform to THC guidelines and include digital views of the primary resource, secondary resources, and setting, as visible and as necessary.

**Subtask 4.4 – Built Environment Historic Resources Survey Report**

Subtask Description: HDR will prepare a report that will include updates to the historic context, if necessary; descriptions of surveyed resources; NRHP-eligibility analysis of surveyed resources; and assessment of the proposed undertaking's effect on NRHP-listed and -eligible resources within the APE,

if any such resources exist. The report will be prepared according to the THC *Historic Resources Survey Manual,* and will be prepared by HDR architectural historians who meet the SOI's Professional Qualifications Standards for Architectural History. This activity includes preparation of a draft report for review and a final report that addresses comments to the draft report.

a. The report will include the following sections:
    - Abstract
    - Introduction
    - Historic Context
    - Background Research
    - Methods
    - Survey Results
    - Effects Assessment
    - Summary and Recommendations
    - References
    - Maps, figures, and appendices

Task 4 Assumptions:

a. USACE will be responsible for official correspondence with consulting parties in relation to the Section 106 process and the programmatic agreement.
b. Task deliverables include the following:
    - Draft Built Environment Research Design
    - Final Built Environment Research Design
    - Draft Built Environment Survey Report
    - Final Built Environment Survey Report
c. Each of the deliverables identified above will undergo an HDR quality control review prior to submittal to the City.
d. This task does not include consulting parties or public involvement. If such service is required, supplemental scope and fee estimates will be provided.
e. The built environment historic resources survey is estimated as a five-day effort for a team of two cultural resource professionals, not including travel.
f. The built environment historic resources survey is anticipated to record up to 100 resources. If the survey requires recordation of additional resources, modification of scope, schedule, and cost may be required.
g. The field survey will be performed from the public right-of-way unless right-of-entry is arranged by the City prior to mobilization.
h. The City and legal counsel will provide one set of consolidated review comments each for the Built environment Research Design and Built environment Survey Report.
i. Report comment response by HDR will include updated drafts and a comment response matrix describing how the comments were addressed.
j. All submittals will be electronic.
k. Any work to resolve or mitigate adverse effects to historic properties, including coordination with consulting parties and development of agreement documents will require a modification of scope, schedule, and cost.

**Summary of Anticipated Future Tasks**

The following is a summary of anticipated future cultural resources tasks. This proposed scope of work will serve to allow the initial intensive survey efforts and agency coordination to better define future tasks. HDR will provide a separate scope of work for the future services following the completion of the tasks proposed in this scope The general task descriptions below are provided for informational and planning purposes only.

a. **Completion of mechanical trenching** – Following agency approval of the strategy developed during the currently proposed scope, HDR will complete mechanical trenching in additional portions of the Yellow House Canyon valley to document the stratigraphic composition of the project area and identify deeply buried archaeological deposits.
b. **Development of Programmatic Agreement** – Section 106 implementing regulations provide for federal agency program alternatives that are available to govern the implementation of a particular program or the resolution of adverse effects from certain complex project situations or multiple undertakings. Such alternatives (*"use of programmatic agreements"*) are described in 36 CFR Part 800.14(b)(1). If such an agreement becomes necessary, development and coordination of a programmatic agreement will require a supplemental scope of service and fee.
c. **Significance testing** – Targeted archaeological excavations to determine if sites identified during the archaeological survey possess the integrity and information potential necessary to qualify as eligible for listing on the NRHP.
d. **Mitigation of adverse effects** – Cultural resources data recovery excavations will be completed for adversely affected archaeological sites determined eligible for the NRHP during significance testing, mitigation implementation, final reporting, and curation. Finalize development of mitigation measures for adversely affected historic (i.e., Built Environment) resources as a result of consulting party coordination and implementation of strategies (e.g., photographic and architectural documentation, resource donation, etc.).

# Exhibit B (Amended)
# Compensation and Term

## Estimated Fee

CITY and ENGINEER have established a not-to-exceed fee of $791,500 to perform services under this Amendment No. 1 on a time and materials basis, as shown below by task. This Amendment No. 1 increases the total contracted amount to $2,008,100. This amount will not be exceeded without an amendment to this agreement. Fees for each task are estimates only and CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed fee. Fees will be charged per the Hourly Rate Schedule in Exhibit B, updated pursuant to this Amendment No. 1.

ENGINEER agrees to perform the services described above. If a change in Scope of Services or Term becomes necessary, an amendment to this agreement shall be negotiated at that time.

The following tables summarize the fee estimated to be required to perform the above scope of services for Amendment No. 1, and the amended total contracted fee.

**Amendment No. 1 Fee**

| Task | Description | Budget |
|---|---|---|
| 1 | Task Management, Coordination, QA/QC | $54,000 |
| 2 | Agency Coordination and Archaeological Reporting | $133,800 |
| 3 | Archaeological Fieldwork | $457,000 |
| 4 | Built Environment | $146,700 |
| | **Total Amendment No. 1** | **$791,500** |

**Total Contracted Fee**

| Description | Budget |
|---|---|
| Original Contract No. 18659 | $1,216,600 |
| Amendment No. 1 | $791,500 |
| **Total Amended Fee** | **$2,008,100** |

## Term

ARTICLE I. TERM in the original Professional Services Agreement Contract No. 18659 is amended as follows:

The amended term of this Agreement commences on the Effective Date of this Amendment No. 1 and continues without interruption for a term of eighteen (18) months. If the Engineer determines that additional time is required to complete the Services, the City of Lubbock Assistant City Manager over Public Works, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

## Hourly Rate Schedule

### Rates for January 1, 2026, through December 31, 2026
### Specific Rates for Environmental Support, Water Resources Engineering, and Field Support

| HDR Engineering, Inc.<br>Job Titles & Classifications | Rate Range | |
|---|---|---|
| **Principal** | $ 275.00 | $ 420.00 |
| **Engineers / Geologists** | | |
| Senior Water Resources Engineer / Senior Geologist / Project Manager | $ 250.00 | $ 420.00 |
| Water Resources Engineer (PE) / Geologist (PG) | $ 160.00 | $ 275.00 |
| Geologist (GIT) / Engineer (EIT) | $ 130.00 | $ 260.00 |
| Hydrologist | $ 160.00 | $ 210.00 |
| **Environmental Scientists** | | |
| Senior Environmental Scientist / Environmental Project Manager | $ 200.00 | $ 410.00 |
| Senior Environmental Scientist / Cultural Resources Principal Investigator | $ 165.00 | $ 260.00 |
| Environmental Scientist / Cultural Resources Specialist | $ 100.00 | $ 205.00 |
| **Field Staff** | | |
| Senior Field Technician | $ 100.00 | $ 165.00 |
| Field Technician | $ 50.00 | $ 110.00 |
| **Technical / Support Staff** | | |
| GIS Analyst | $ 100.00 | $ 200.00 |
| GIS Technician II | $ 75.00 | $ 175.00 |
| Administrative II / Accountant | $ 63.00 | $ 190.00 |
| Administrative I / Clerical | $ 47.25 | $ 165.00 |
| **Rate Calculation** | | |
| Fees will be billed as direct salary costs times a multiplier of 3.3529 plus direct expenses.<br><br>Direct expenses will be passed through directly to the City of Lubbock with no multiplier and include mileage (standard IRS reimbursable rate), lodging, Per Diem expenses, incidentals, and copier/plotting costs.<br><br>A 5-percent markup will be added to subconsultant costs. | | |

*Note:
The rates are for January 1, 2026, through December 31, 2026. Proposed new rates, in subsequent years, will be negotiated on an annual basis and will include cost-of-living escalation and other factors relevant at that time.

Executed this 9th day of December, 2025.

CITY OF LUBBOCK

MARK W. MCBRAYER, MAYOR

HDR Engineering, Inc.

Cory Shockley, P.E., Vice-President

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant City Attorney

Resolution No. 2025-R0062
Item No. 5.10
February 11, 2025

**RESOLUTION**

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

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

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

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

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

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Professional Services Agreement, Contract No. 18659, by and between HDR Engineering, Inc., and any related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on February 11, 2025.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Matthew L. Wade, City Attorney

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

# PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 18659 is entered into this 11th day of February, 2025 (the "Effective Date"), by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and HDR Engineering, Inc., (the" Engineer"), a Nebraska corporation.

**WITNESSETH**

**WHEREAS**, The City desires to contract with the Engineer to provide professional services for Lake 7 – Permit Application and Pre-NEPA Documentation, as further defined in Article II of this Agreement (the "Services"); and

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

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

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

## ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of eighteen (18) months. If the Engineer determines that additional time is required to complete the Services, the City of Lubbock Division Director of Public Works, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

## ARTICLE II. SERVICES AND COMPENSATION

A. The Engineer shall conduct all activities, and within such timeframes, for the Lake 7 – Permit Application and Pre-NEPA Documentation as set forth on Exhibit "A", attached hereto (the "Services").

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

## ARTICLE III. TERMINATION

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

B. Termination for Breach, Opportunity to Cure and Remedies. In the event the Engineer breaches any term and/or provision of this Agreement and fails to cure the same after receipt of written notice and a reasonable opportunity to cure from the City (not to exceed sixty (60) days), the City shall be entitled to exercise any right or remedy available to it by this Agreement, at law, equity, or otherwise, including without limitation, termination of this Agreement and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and remedies shall be cumulative.

## ARTICLE IV. NON - ARBITRATION

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

## ARTICLE V. ACKNOWLEDGMENTS

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

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

C. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part of the Engineer. This Agreement constitutes legal, valid, and binding obligations of the Engineer and is enforceable in accordance with the terms thereof.

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

E. Performance. The Engineer will and shall conduct all Services contemplated by this Agreement in accordance with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer , and comply with all applicable laws, rules, and regulations, both state and federal, relating to professional services, as contemplated hereby.

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

## ARTICLE VI. SCOPE OF WORK

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

## ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

## ARTICLE VIII. INSURANCE

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

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

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

Automobile Liability:

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

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

Worker's Compensation

Per Occurrence Single Limit: $500,000

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

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

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

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

## ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

## ARTICLE X. CONFIDENTIALITY

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

## ARTICLE XI. INDEMNITY AND LIMITATION OF LIABILITY

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

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

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

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

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

## ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

## ARTICLE XIII. NOTICE

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

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

HDR Engineering, Inc.
David D. Dunn, P.E.
4401 West Gate Blvd., Suite 400
Austin, TX 78745
Telephone: 512.912.5100
Email: david.dunn@hdrinc.com

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

L. Wood Franklin, P.E.
Division Director of Public Works
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806.775.2343
Email: wfranklin@mylubbock.us

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

## ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

## ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF LUBBOCK**

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Matt Wade, City Attorney

Firm

HDR Engineering, Inc.

By: _____

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

Email: mark.borenstein@hdrinc.com

# Exhibit A
# Scope of Services

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

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

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

General Overview & Background:

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

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

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

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

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

## Task 1 – Project Management, Coordination, QA/QC

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

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

Task 1 Assumptions:

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

## Task 2 – Project Data Compilation and Alternatives Analysis

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

### Subtask 2.1 - Purpose and Need Statement Refinement

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

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

**Subtask 2.2 - Preliminary Evaluation of Alternatives**

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

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

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

**Subtask 2.3 - Alternative Screening Matrix Development**

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

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

**Subtask 2.4 - Evaluation of Environmental Conditions and Effects of Alternatives**

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

**Subtask 2.5 - GIS Data Management**

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

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

Task 2 Assumptions:

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

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

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

### Subtask 3.1 - On-site Delineation and Habitat Evaluations

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

### Subtask 3.2 - Phase Ia Cultural Resources Evaluation

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

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

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

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

Task 3 Assumptions:

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

## Task 4 – USACE 404 Application and Pre-Application Support

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

### Subtask 4.1 - Pre-Application Meeting Coordination

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

### Subtask 4.2 - Draft Section 404 Permit Application Submittal

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

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

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

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

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

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

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

**Subtask 4.4 - Agency Site Visit**

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

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

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

**Subtask 4.5 - Final 401 and 404 Application Submittals**

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

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

**Subtask 4.6 - Public Notice – Comment / Response Support**

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

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

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

**Task 4 Assumptions:**

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

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

**Task 5 – Preliminary Analysis for Water Quality Certification**

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

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

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

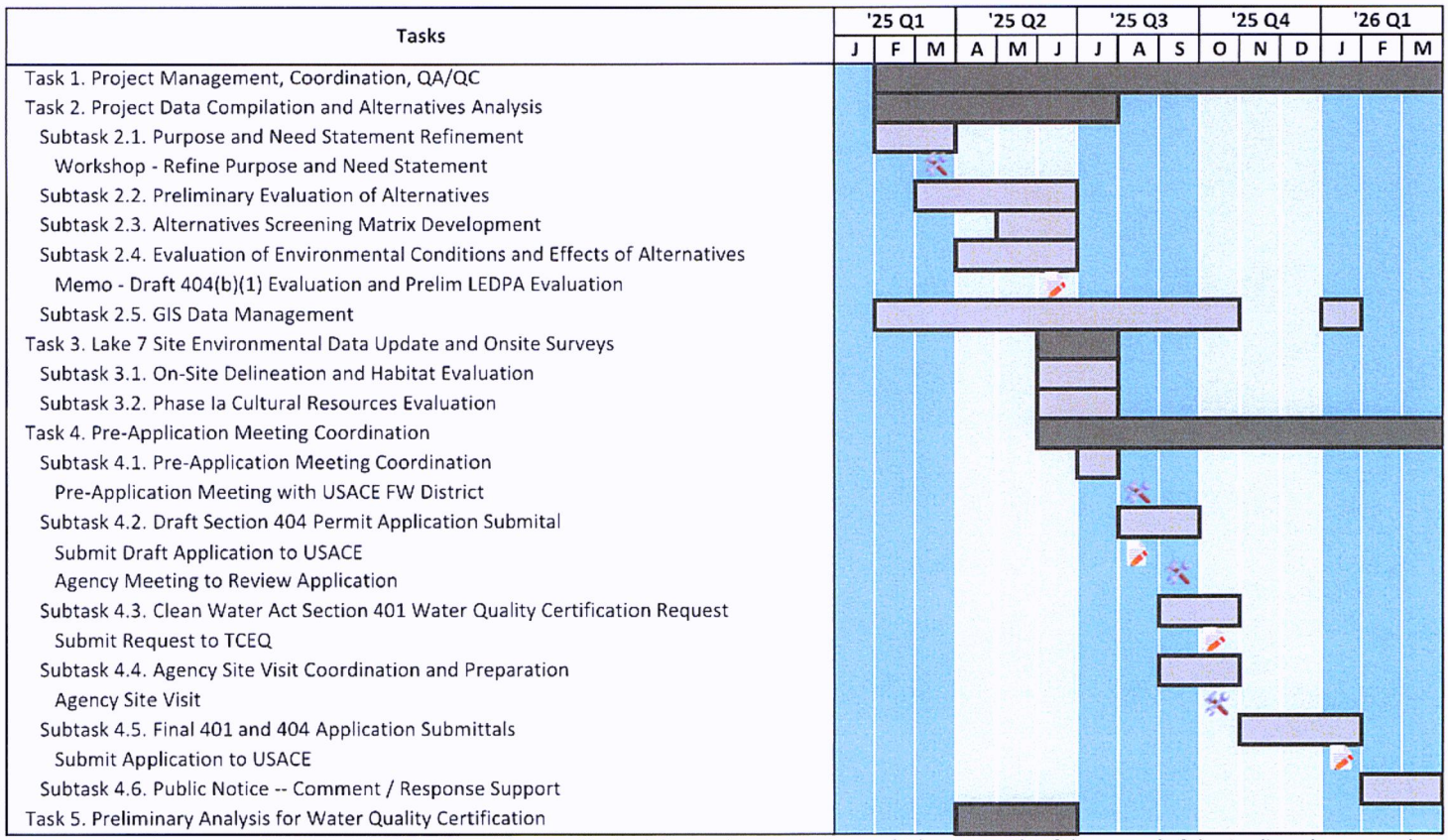
**Summary of Future Tasks**

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

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

# Preliminary Schedule

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




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

# Exhibit B
# Compensation

## Estimated Fee

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

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

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

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

# Hourly Rate Schedule

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

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

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

N

Lake 6

E 50TH ST

OLIVE AV

E 58TH ST

E LOOP 289

E 60TH ST

E 61ST ST

E 62ND ST

E 63RD ST

E 64TH ST

E 65TH ST

E 66TH ST

QUETZEL AV

REDWOOD AV

PEACH AV

SUMAC AV

SOUTHEAST DR

Buffalo Springs Lake

# Proposed Lake 7 Expanded Overview

Lubbock City Limits

Lakes

Lake 7 Conservation Pool

0 1,000 2,000 3,000 4,000 Feet

As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have 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, TX**
**Capital Project**
**Project Cost Detail**
**April 14, 2026**

| | |
|---|---|
| Capital Project Number: | 8679 |
| Capital Project Name: | Lake 7 Permitting & Mitigation |

| | | **Budget** |
|---|---|---|
| *Encumbered/Expended* | | **8679** |
| Contract No. 17158 with HDR | $ | 349,800 |
| Contract No. 18659 with HDR | | 1,216,600 |
| Contract No. 18659 with HDR - Amendment 1 | | 791,500 |
| *Agenda Item April 14, 2026* | | |
| Contract No. 18659 with HDR - Amendment 2 | | 979,100 |
| ***Encumbered/Expended to Date*** | | 3,337,000 |
| *Estimated Costs for Remaining Appropriation* | | |
| Future Permitting Coordination | | 613,000 |
| ***Remaining Appropriation*** | | - |
| **Total Appropriation To Date** | $ | 3,950,000 |



# CIP 8679 Lake 7 Permitting & Planning

Master Plans/Studies

**Project Manager: Greg Baier - Water Utility Administration**

## Project Scope

This project is associated with securing the water rights and construction permits necessary for the construction of Lake 7. It includes a Project Implementation Plan and other necessary planning documents.
TCEQ Water Rights Permit - In March 2024, the Texas Commission on Environmental Quality (TCEQ) issued the Water Rights Permit #5921 that authorizes the City of Lubbock to divert treated wastewater, developed stormwater, and some state water. This water right will be used to create the proposed Lake 7.
USACE 404/401 Construction Permit - This project also includes the lake construction permitting process required by the US Army Corps of Engineers (USACE) and any other regulatory bodies that have jurisdiction over reservoirs and lakes. The USACE 404 Permit will allow for the impoundment of the water secured with the TCEQ Water Rights permit. The construction permitting process includes:

- Evaluation of Lake 7 water quality
- Development of conceptual design alternatives
- Development of mitigation strategies
- Development of purpose & needs statement
- Preliminary evaluation of alternatives
- Expansion of the City's strategic water supply plan
- Submission of the USACOE 404 & 401 Permit Applications
- Conducting a comprehensive third-party National Environmental Policy Act (NEPA) assessment
- Proposing wildlife mitigation strategies

## Project Justification

One of the City's strategic future water supplies is Jim Bertram Lake 7 located to the southeast of the City of Lubbock upstream of Buffalo Springs Lake. The viability of Lake 7 will be enhanced by the City discharging treated wastewater and developed stormwater into the Canyon Lake System (Brazos River Basin) and capturing it in the lake. Construction of Lake 7 cannot be initiated without securing a final Texas Commission on Environmental Quality (TCEQ) water rights permit and US Army Corp of Engineers (USACE) construction permits. The permitting process takes several years to obtain an issuance of the required permits. The City of Lubbock secured the TCEQ Water Rights Permit in March 2024. Next step is to submit the USACE 404 Permit for the construction of the Dam associated with Lake 7.

## Project Highlights

**Council Priorities Addressed:**
Growth & Development
Community Improvement
Public Health

This project embodies at least three council priorities. Ensuring that Lubbock has a sufficient water supply to accommodate its growth is essential. Having a long-term, renewable, and sustainable water supply improves the community's confidence in Lubbock as a place to live. An adequate water supply is also important to the health and well-being of the public.

## Project History

- FY 2022-23 $350,000 appr. by Ord. 2022-O0136
- FY 2023-24 $1,800,000 appr. by Ord. 2023-O0108
- FY 2024-25 $800,000 appr. by Ord. 2024-O0128
- FY 2025-26 $1,000,000 appr. by Ord. 2025-O0112

## Project Dates

Phase I Planning Completed 2023
Phase II Permitting, Environmental and 404 Permit Submittal - Engineering Contract Executed January 2025
Phase II USCOE 404 Permit submittal - January 2026

## Project Location

Lake 7

## Project Appropriations

| | Appropriation to Date | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget | 2030 - 31 Budget | 2031 - 32 Budget |
|---|---|---|---|---|---|---|---|
| **Design** | $3,950,000 | $1,000,000 | $1,000,000 | $1,000,000 | $0 | $0 | $0 |
| **TOTAL** | **$3,950,000** | **$1,000,000** | **$1,000,000** | **$1,000,000** | **$0** | **$0** | **$0** |

## Project Funding

| | Funding to Date | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget | 2030 - 31 Budget | 2031 - 32 Budget |
|---|---|---|---|---|---|---|---|

| | Funding to Date | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget | 2030 - 31 Budget | 2031 - 32 Budget |
|---|---|---|---|---|---|---|---|
| **Water/Wastewater Fund Prior Year Cash** | $282,785 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Water/Wastewater Fund Cash** | $3,667,215 | $1,000,000 | $1,000,000 | $1,000,000 | $0 | $0 | $0 |
| **TOTAL** | **$3,950,000** | **$1,000,000** | **$1,000,000** | **$1,000,000** | **$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# 14181

**Regular City Council Meeting** **6. 12.**

**04/14/2026:**

## Information

### Agenda Item

**Resolution - Water Utilities:** Consider a resolution authorizing the Mayor to execute Service Contract 19332, with Polydyne, Inc., for the purchase of Liquid Polymer for Sludge Handling at the Southeast Water Reclamation Plant.

### Item Summary

The City's Southeast Water Reclamation Plant (SEWRP) treats approximately 20.5 million gallons of wastewater each day. The sludge handling treatment process separates solids from liquids. Chemicals are used to treat both the solids and liquids, which prepares them for reuse and/or disposal. The chemical being considered in this contract is used to de-water sludge in the solids handling process.

The use of this specialized chemical at the SEWRP complies with the Texas Commission on Environmental Quality (TCEQ) Wastewater Discharge Permit. Approximately 960,000 pounds of polymer chemicals will be used annually at the SEWRP in the solids handling process.

Staff Issued an Invitation to Bid (ITB) to provide units of 48,000 pounds of Liquid Polymer, for Sludge Handling at the Southeast Water Reclamation Plant.

In response to ITB 26-19332-YB, responses were received, as shown on the attached Bid Tab Sheet, from the following vendors.

| Vendor | Amount Per Unit |
|---|---|
| Polydyne, Inc., Riceboro, Georgia | $54,240 |
| Solenis, LLC, Wilmington, Delaware | $61,440 |
| Redeye Chemical, Hutto, Texas | $66,240 |
| CarboNet Nanotechnologies, Midland, Texas | $67,200 |
| Alikhan Logistics, LLC, Irving, Texas | $85,920 |

Staff recommends awarding this contract to the lowest bidder, Polydyne, Inc., of Riceboro, Georgia, for a unit cost of $54,240.

The contract will be for a term of one year, with the option of two, one-year renewals.

**Fiscal Impact**

Contract 19332, for $54,240 per unit, is funded in the FY 2025-26 Water/Wastewater Operating Budget.

**Staff/Board Recommending**

Erik Rejino, Assistant City Manager
Walter "Buzz" Pishkur, Interim Utilities Director

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**Attachments**

Resolution
Contract (U) - Polydyne
Bid Tab - ITB 26-19332-YB
Project Summary

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 19332 for Liquid Polymer for Sludge Handling at the South East Water Reclamation Plant, by and between the City of Lubbock and Polydyne, Inc. of Riceboro, Georgia, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

**Passed by the City Council on _____.**

_____
**MARK W. MCBRAYER, MAYOR**

**ATTEST:**

_____
Courtney Paz, City Secretary

**APPROVED AS TO CONTENT:**

_____
Erik Rejino, Assistant City Manager

**APPROVED AS TO FORM:**

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Serv Contract – Polydyne, Inc.
March 2, 2026

Docusign Envelope ID: C8B88780-1E70-4E53-9B9E-639377ED85E5



# City of Lubbock
# Contract for
# Liquid Polymer for Sludge Handling for SEWRP

**THIS CONTRACT** made and entered into this____day of_____, **2026**, by and between the City of Lubbock ("City"), and **Polydyne, Inc.** ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for **Liquid Polymer for Sludge Handling for SEWRP** 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 **Liquid Polymer for Sludge Handling for SEWRP.**

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, **Liquid Polymer for Sludge Handling for SEWRP,** and more specifically referred to as **Items 0-1** on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contract shall be for a term of one (1) year, with the option of two (2), one (1) year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.

4. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

5. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

Docusign Envelope ID: C8B88780-1E70-4E53-9B9E-639377ED85E5

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

7. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

9. Insurance Requirements

**SECTION A.** Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.
**SECTION B.** The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
**SECTION C.** Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

**Commercial General Liability Requirements**: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

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

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

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

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* 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

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

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

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

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

14. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

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

16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, “foreign

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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.

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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. 26-19332-YB Specifications, and the Bid Form.

**-----INTENTIONALLY LEFT BLANK-----**

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**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Signed by:
1B58B88CDD1C48E...

Walter Pishkur, Interim Director of Water Utilities

APPROVED AS TO FORM:

Signed by:
Mitch Satterwhite
643AA6378AB5437...

Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR

Signed by:
BY Boyd Stanley
A89D1840246544D...
Authorized Representative

Boyd Stanley, Sr. Vice-President
Print Name

1 Chemical Plant Road
Address

Riceboro, GA 31323
City, State, Zip Code

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# City of Lubbock, TX
# ITB 26-19332-YB
# Liquid Polymer for Sludge Handling
# for SEWRP
# Revised Specifications

1. **INTENT**

It is the intent of these specifications to describe the Polymer to be used to dewater the sludge for the Rotary Drum Thickners (RDT's) and Centrifuges at the City of Lubbock Southeast Water Reclamation Plant.

PRODUCT SPECIFICATION

The polymer purchased for use at the City of Lubbock Southeast Water Reclamation Plant shall contain no soluble inorganic or organic substances capable of producing deleterious or injurious effects. The polymer must have Certification for use in wastewater treatment plants. Bidder shall submit a certificate of analysis which will include the specific gravity, Cationicity, Active Polyacrylamide, Density and Freezing Point. The material safety data sheets (MSDS) for the product shall also be submitted with the bid. Due to the fact that successful Polymer will separate the solids as needed by state permit it is that the bidders be a manufacturer of liquid Polymer. In any event, all products used the same Polymers manufacturer must be used throughout the term of the contract. **Throughout the term of the contract, the successful bidder may not change the formulation of the Polymer in any way without the express written consent of the Wastewater Treatment Plant Superintendent. No exceptions, an unauthorized change in the formulation of the product will result in contract termination.**

2. **PRODUCT PERFORMANCE**

Products to be considered for bid will be tested by the manufacturer using standard jar testing methods at the City's site. A sample of the product being tested will be left at the facility for additional jar testing by Operations personnel, if additional pilot plant testing is necessary an additional amount of sample will be required. At the City's discretion full plant testing will be required based on results of previous tests; the City will pay for a full delivery (approximately 48,000 lbs.) at the price submitted in the bid document to conduct full plant testing. Wastewater Treatment Operations personnel will evaluate product performance based on sludge dryness and sludge separation. References will be thoroughly checked and will figure prominently into the selection of a successful bidder.

3. **PRODUCT QUALITY PER LOAD**

Upon delivery of each load of product, the transport driver must present a certificate of analysis containing Cationicity 80% Active Polyacrylamide Min. 41% Specific Gravity1.01 -1.05 Freezing Point 7F. Density 8.5-8.6 lb/gal As stated in the product specifications, a delivered product that exhibits any unusual color or appearance compared to previous acceptable deliveries will be refused, as will deliveries containing any form of foreign material. If the product meets the required minimum standards, the product may then be off loaded into the storage tanks. If desired, the vendor may provide their own hydrometer and perform an additional specific gravity analysis in the presence of the plant operations staff. In the event the product does not meet the required minimum standards, the load will be refused and the vendor must provide another acceptable load within forty eight (48) hours. No additional freight or shipping charges shall be assessed by vendor.

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## 4. TECHNICAL SUPPORT

Vendor shall provide acceptable technical support and response time whenever problems are encountered relating to product use and/or performance. Acceptable technical support will include routine site visits at least every three (3) months to consult with operations staff on any questions or problems with the product. A telephone response time of one (1) business day is required of vendor in cases of product performance problems. A site visit by the vendor may be requested by the owner if owner feels it is necessary to solve any significant problem related to product performance. If a non-routine site visit is requested, the vendor will have five (5) business days to respond and arrive on-site. All technical support will be at no cost to the owner.

## 5. BID ACCEPTANCE

Product performance will be required to meet optimum quality performance. **The evaluation of bids will include testing procedures for sludge separation and dryness of the sludge.** The bid will be awarded based plant performance, cost effectiveness, and reference checks.

For jar testing, vendors must visit the SEWRP facility located at 3603 Guava Ave., Lubbock, TX 79404, so staff can visually observe the product being tested with our feed sludge and thickened waste activated sludge. Only one vendor will be allowed on site at a time. Vendors that fail to complete the required testing within the specified timeframe may be disqualified.

Jar testing will be conducted on January 20, 2026, and January 21, 2026, between 10:00 AM and 2:00 PM.

Schedule jar test with Mike Cantu via email at MCantu@mylubbock.us or via telephone at (806) 775-2620 (Email is preferred).

Please provide Your Name, Company Name, and Telephone Contact Information.

## 6. QUANTITIES AND PRICING

The anticipated annual consumption of polymer is one tanker load every 20 to 30 days. Prices quoted for product shall be FOB Southeast Water Reclamation Plant Lubbock, Texas. Pricing shall be firm for a period of three years. Written consent from both parties is required for all price adjustments. Listed quantities are estimates only for pricing purposes. Actual usage may vary.

## 7. DELIVERY / SECURITY

Successful vendor shall be required to deliver the product to the Southeast Water Reclamation Plant in bulk tank truck within 2 weeks after order is placed. Unloading to plant storage tanks is to be performed by the driver under the direction of operations personnel. Successful vendor shall provide any and all special equipment necessary to perform unloading at no cost to the City of Lubbock. All deliveries will be unloaded between the hours of 6:00 A.M. and 12:00 A.M., Monday through Sunday. No exceptions will be made unless prior approval is agreed upon with the wastewater treatment plant's operations personnel. The transporter is required to furnish certified, dated, and stamped weight tickets with each load of product, before and after unloading. All delivery people will display photo security ID upon arrival at the site. All delivery vehicles shall meet OSHA and DOT regulations and be operated in a safe manner while on site.

All delivery personnel will be identified by the vendor before arrival at the site; preferably at the time an order is placed. Upon arrival at the Wastewater Treatment Plant, delivery personnel will have to sign-in at the administration building before proceeding to the offloading area, then sign-out after offloading before leaving the plant property. The driver will be met at the security gate by plant personnel and must present photo identification. All shipments shall be sealed and the seal will be broken only in the presence of the plant representative. If any of the security measures are violated, the shipment will be refused.

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**City of Lubbock, TX**
**Purchasing and Contract Management**
**Vendor Acknowledgement Form**

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**
Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

**Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.**

**The City of Lubbock is seeking a contract for with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.**

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 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?

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**Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.**

YES X NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

## ADDENDA

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No. 1 Date 1/13/2026
Addenda No. 2 Date 1/16/2026
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.

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# City of Lubbock
# ITB 26-19332-YB
# Liquid Polymer for Sludge Handling for SEWRP
# Bid Form

| | | | | Polydyne, Inc. | | |
|---|---|---|---|---|---|---|
| | | | Location | Riceboro, GA | | |
| | | | Total Cost | $54,240.00 | | |
| | Items | Quantity (+/-) | Unit of Measure | Delivery Days ARO | Unit Cost | Extended Cost |
| #0-1 | Liquid Polymer - Per Specifications. | 48000 | LBS | 7-14 Days ARO | 1.13 | 54,240.00 |

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# 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 Polydyne Inc. a

corporation organized under the laws of the State of Delaware, or a partnership consisting of N/A or individual trading as N/A of

the City of N/A

Tax ID No.: 34-1810283

Address: 1 Chemical Plant Road

City: Riceboro State: GA Zip: 31323

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

**Please complete the information below.**

By _____ Date: 1/26/2026

*Authorized Representative - must sign by hand*

Officer Name and Title: Boyd Stanley, Sr. Vice-President

Business Telephone Number (800) 848-7659 Opt. 2 FAX: (912) 880-2078

E-mail Address: bids@polydyneinc.com

**City of Lubbock**
**ITB 26-19332-YB**
**Liquid Polymer for Sludge Handling for SEWRP**

| | | | | ****Alikhan Logistics, LLC** | | | **CarboNet Nanotechnologies US, Inc.** | | | **Polydyne, Inc.** | | | **Redeye Chem** | | | **Solenis, LLC** | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | **Location** | **Irving, TX** | | | **Midland, TX** | | | **Riceboro, GA** | | | **Hutto, TX** | | | **Wilmington, DE** | | |
| | | | **Total Cost** | **$85,920.00** | | | **$67,200.00** | | | **$54,240.00** | | | **$66,240.00** | | | **$61,440.00** | | |
| # | Items | Quantity (+/-) | Unit of Measure | Delivery Days ARO | Unit Cost | Extended Cost | Delivery Days ARO | Unit Cost | Extended Cost | Delivery Days ARO | Unit Cost | Extended Cost | Delivery Days ARO | Unit Cost | Extended Cost | Delivery Days ARO | Unit Cost | Extended Cost |
| #0-1 | Liquid Polymer - Per Specifications. | 48000 | LBS | 14 | 1.79 | 85,920.00 | 14 | 1.40 | 67,200.00 | 7-14 Days ARO | 1.13 | 54,240.00 | 10-12 days | 1.38 | 66,240.00 | 7 | 1.28 | 61,440.00 |

***Non-Responsive - Alikhan Logistics, LLC from Irving, TX**

**Purchasing and Contract Management**

**Project Summary**

**ITB 26-19332-YB**
**Liquid Polymer for Sludge Handling for SEWRP**

Notice was published in the Lubbock Avalanche Journal on January 11 & January 18, 2026.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from January 11 to January 28, 2026.
40 vendors downloaded the documents using Bonfire.com.
6 vendors were notified separately.
5 vendors submitted bids.

AI# 14198
Regular City Council Meeting
04/14/2026:

6. 13.

## Information

### Agenda Item

**Resolution - Water Utilities:** Consider a resolution authorizing the Mayor to execute Service Contract 19322, with Oliphint Enterprises, LLC, for Pest Control Services at the Southeast Water Reclamation Plant and the Northwest Water Reclamation Plant.

### Item Summary

Pest control services are needed for the Southeast Water Reclamation Plant (SEWRP) and the Northwest Water Reclamation Plant (NWRP). Services will include spraying for pests in all buildings, basements, walkways, stairways, fence lines, generators, pipe galleries, valve boxes, and backflow boxes located at both facilities.

An Invitation to Bid (ITB) was issued for these services at the SEWRP and the NWRP.

In response to ITB 26-19322-SR, the following bidders submitted total costs per year to provide pest control services to both Wastewater Treatment Plants.

| Vendor | Cost Per Year | Total Cost Over 5 Years |
|---|---|---|
| Oliphant Enterprises, LLC., Shallowater, Texas | $15,433.60 | $77,168.00 |
| 300 Exterminator Termite and Pest, El Paso, Texas | $19,580.00 | $97,900.00 |

Staff recommends the contract be awarded to the lowest bidder, Oliphant Enterprises, LLC., of Shallowater, Texas, for $77,168.00.

The term of the contract is for one year with the option to extend the contract for 4 additional 1-year periods.

### Fiscal Impact

Contract 19322 with Oliphint Enterprises, LLC, for $15,433.60 per year, is funded in the FY 2025-26 Wastewater Operating Budget.

### Staff/Board Recommending

Erik Rejino, Assistant City Manager
Walter "Buzz" Pishkur, Interim Director of Utilities

## Attachments

Resolution
Contract

Project Summary

# RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 19322 for Pest Control Services at the South East Water Reclamation Plant and the North West Water Reclamation Plant, by and between the City of Lubbock and Oliphint Enterprises, LLC, d/b/a Pest Pro of Shallowater, 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:**

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Serv Contract – Oliphint Enterprises, LLC
March 6, 2026

Docusign Envelope ID: 748AD2B9-DAF6-47A2-A52E-289E0AA41F76



# City of Lubbock
# Contract for
# Pest Control Services at the South East Water Reclamation Plant and the North West Water Reclamation Plant

**THIS CONTRACT** made and entered into this____day of_____, **2026**, by and between the City of Lubbock ("City"), and **Oliphint Enterprises, LLC dba Pest Pro.** ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for **Pest Control Services at the South East Water Reclamation Plant and the North West Water Reclamation Plant** 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 **Pest Control Services at the South East Water Reclamation Plant and the North West Water Reclamation Plant.**

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, **Pest Control Services at South East Water Reclamation Plant and the North West Water Reclamation Plant,** and more specifically referred to as **Items 1-1 through 2-12** on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contract shall be for a term of one (1) year, with the option of four (4), one-year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.

4. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

5. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

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B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

7. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

9. Insurance Requirements

**SECTION A.** Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.
**SECTION B.** The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
**SECTION C.** Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

**Commercial General Liability Requirements:** $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations.
Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

**Commercial Auto Liability:** $1,000,000 Combined Single Limit
(Any auto, including hired, and **Additional Insured required*
non-owned autos) **Waiver of Subrogation required*

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

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**Pollution Liability** $1M per Occurrence/$2M Aggregate

**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), Disease – Each Employee ($1M)- Disease – Policy Limit ($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:

Docusign Envelope ID: 748AD2B9-DAF6-47A2-A52E-289E0AA41F76

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

**SECTION D.** Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

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

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

14. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

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

16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services

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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.

Docusign Envelope ID: 748AD2B9-DAF6-47A2-A52E-289E0AA41F76

**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:

Signed by: Walter Pishkur 1B58B88CDD1C48F...

Walter Pishkur, Interim Water Utilities Director

APPROVED AS TO FORM:

Signed by: Mitch Satterwhite 643AA6378AB5437...

Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR

BY Signed by: A8D3851170C243E...

Authorized Representative

Robby Oliphint

Print Name

Robby oliphint

Address

P.O. Box 511, Shallowater, tax 79363

City, State, Zip Code

Docusign Envelope ID: 748AD2B9-DAF6-47A2-A52E-289E0AA41F76

# City of Lubbock, TX
# ITB 26-19322-SR
# Pest Control Services at the South East Water Reclamation Plant and the North West Water Reclamation Plant

## Specifications

### 1. GENERAL

The City of Lubbock is interested in selecting a vendor(s) offering the best value for pest control services at multiple locations up to 25 miles outside the city limits of the City of Lubbock. Pest control services shall be performed at facilities on a regularly scheduled basis as well as on an on-call/emergency basis. This contract may be further expanded to any City of Lubbock location to include any pest control services normally provided by the vendor so long as the price of such additional service is based on the same cost/profit formula as the listed items.

### 2. LOCATION – South East Water Reclamation Plant

| Item | Building | Approx SF** | Schedule | Areas Serviced |
|---|---|---|---|---|
| 1 | Maintenance warehouse | 5265 | Monthly | Entire Area. |
| 2 | Solids Handling Facility | 24977 | Monthly | Entire Area including upstairs office, upstairs landing, and all rooms |
| 3 | Maintenance Bldg. | 4840 | Monthly | Entire Area including downstairs offices and work areas, upstairs offices |
| 4 | Electrical Maintenance Bldg. | 5000 | Monthly | Entire area including offices, work areas, and doorways |
| 5 | Administration Buildings | 9645 | Monthly | Entire Area including bathrooms, offices, hallways, breakroom, conference room, breezeway, upstairs |
| 6 | Administration Buildings | 9645 | Quarterl | Pigeon Control quarterly on roof top as specified herein. |
| 7 | Lab Building | 6199 | Monthly | Entire Area including, offices, lab work areas, and loading dock, and gas tank storage area. Monthly spider treatment |
| 8 | Lab Building | 6199 | Quarterl | Pigeon Control quarterly on rooftop as specified herein |
| 9 | Digesters 6 & 7 | 3516 | Monthly | Entire Area including upstairs MCC room. Landing area, stairs and downstairs pump |
| 10 | Effluent Pump Station #1 | 4509 | Monthly | Entire Area including inside MCC room, and outside around pumps for spider and other pest |
| 11 | Headworks Bldg. | 19,964 | Monthly | Entire Area including upstairs MCC room. Fine Screen area, bathroom, grit area, Bleach Tank room, and downstairs |
| 12 | Headworks MCC Bldg. | 980 | Monthly | Entire Area |
| 13 | Lift Station #48 | 923 | Monthly | Entire Area. Including pad and inside of building |
| 14 | Plant 3 Filters | 7904 | Monthly | Entire area including upstairs area, stairs, stairwell, and downstairs pump |

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| | | | | |
|---|---|---|---|---|
| 15 | Plant 3 IV Complex | 2370 | Monthly | Entire including MCC room and disinfection room. |
| 16 | Effluent Pump Station #2 | 2687 | Monthly | Entire Area including inside MCC room, and outside around pumps for spider and other pest control. |
| 17 | Plant 3 Primaries | 1905 | Monthly | Entire Area including 2 catwalks and motor housing areas, stairs, stairwell |
| 18 | Plant 3 Secondaries | 994 | Monthly | Entire Area including 2 catwalks and motor housing areas, MCC room inside |
| 19 | Plant 3 Aeration Basins, Pipe Gallery | 43,293 | Monthly | Entire Area including basins, stairs, stairwell, and pipe gallery. |
| 20 | Plant 3 Blower Building | 1940 | Monthly | Entire Area. |
| 21 | Digesters 8 & 9 | 6511 | Monthly | Entire Area including basement. |
| 22 | Plant 4 Primaries | 7187 | Monthly | Entire Area including 3 catwalks and motor housing areas, 1 pad area, 2 stairs, stairwells, upstairs, and 2 basements. |
| 23 | Plant 4 MCC Building | 915 | Monthly | Entire Area. |
| 24 | Plant 4 Aeration Basins | 62,000 | Monthly | Piping and valves, all hatchway doors, and all walkways. |
| 25 | Ferric Chloride Complex | 1031 | Monthly | Entire Area including inside building and tank |
| 26 | Plant 4 Blower Building | 5735 | Monthly | Entire Area including blower room and MCC room. |
| 27 | Plant 4 Secondaries | 14,215 | Monthly | Entire Area including 3 catwalks and motor housing areas, 1 pad area, 2 stairs, stairwells, upstairs of main building, and 2 basements. |
| 28 | Intermediate Lift Station | 1945 | Monthly | Entire Area including MCC room and deck. |
| 29 | Plant 4 UV | 2100 | Monthly | Entire Area including MCC room and disinfection room. |
| 30 | Plant 4 Filters | 6032 | Monthly | Entire area including upstairs area, stairs, stairwell, and downstairs pump |
| 31 | Chlorine Buildings | 4595 | Monthly | Entire area including, cylinder room, injector room, MCC room. |
| 32 | De-chlorination Facility Located at 8823 E | 900 | Quarterl | Entire area. |
| 33 | Ground storage tank and pumps located behind the | 7,000 | Quarterly | Entire area, building and pump area. |
| 34 | Backflow Boxes | 20 | Quarterl | 7 Boxes around the plant. |
| 35 | NW side of the SEWRP (Plant 4) | 140,000 | Annually | Along front fence and inside plant 4 for prairie dogs. |

**Square footage is for the entire building and does not reflect the actual areas serviced.

Docusign Envelope ID: 748AD2B9-DAF6-47A2-A52E-289E0AA41F76

3. **LOCATION – Northwest Water Reclamation Plant**

| Item | Building | Approx SF** | Schedule | Areas Serviced |
|---|---|---|---|---|
| 1 | Main electrical building and generator | 1,000 | Monthly | Around generator and inside building |
| 2 | Raw water pump station | 1,257 | Monthly | Entire area around piping and valves |
| 3 | Odor Control facility | 3,273 | Monthly | Entire area |
| 4 | Primary treatment unit (Headworks) | 7,900 | Monthly | Entire area including around walls, equipment upstairs, downstairs, around MAUs, landings, and roll-off area. |
| 5 | Headworks MCC Build. | 948 | Monthly | Inside building |
| 6 | EQ flow basin | 30,276 | Monthly | Entire area around tank, stairs, upper walkways, and hatches or manhole |
| 7 | CLBR facility | 18,516 | Monthly | Entire area around equipment, stairs, and |
| 8 | Administration and MBR Bldg. | 14,300 | Monthly | Entire area including first floor, pipe gallery, second floor, around MBRs, all rooms, around ac units outside, and |
| 9 | UV area | 4,370 | Monthly | Entire area including steps, pumps, hatches, and non- pot tank |
| 10 | UV MCC Bldg. | 249 | Monthly | Inside building |
| 11 | Blower room and MCC | 2,240 | Monthly | Inside both sections of the building |
| 12 | Backflow boxes | 20 | Quarterl | 4 Boxes around plant |

**Square footage is for the entire building and does not reflect the actual areas serviced.

**4. MINIMUM REQUIREMENTS**

Services shall include treatment for the entire area in all facilities of all types of pests and rodents such as rats, mice and all insects including all spiders through a prescribed and approved method of extermination.

**5. SCOPE OF SERVICES**

5.1 The successful vendor will perform Pest Control Services in and around the City of Lubbock locations as specified on a monthly or quarterly schedule or on an as needed basis. There shall be no charge for preliminary site investigations or problem analyses.

5.2 Exterior rodent bait stations are to be placed on the outside of each building approximately 50 to 75 feet apart. The bait stations are needed to be secured to the ground and be in a tamperproof bait station. Monthly and regular maintenance cost must be included in the unit cost. Services to be on an as-needed basis and upon request.

5.3 Interior Rodent Multiple Catch Trap are to prevent rodents from being exterminated in inaccessible places. The successful vendor will provide an adequate number of multiple catch traps throughout the entire building. Regular maintenance cost must be included in the unit cost. Services to be on an as-needed basis and upon request.

Docusign Envelope ID: 748AD2B9-DAF6-47A2-A52E-289E0AA41F76

5.4 The successful vendor shall be responsible for furnishing all professional services, labor, materials, tools, equipment, supplies, permits, insurance, fees, etc., in order to carry out the provisions for these specifications in the most modern and professional manner.

5.5 The successful vendor will have restricted access to some parts of the buildings and areas, however, generally, access to the routinely serviced buildings and areas shall be Monday through Friday, 8:00 A.M. – 5:00 P.M. excluding weekends and holidays. The Contact Person, or his designated representative, must approve all requests for access to any building or area regardless of what day or what time is requested.

5.6 The successful vendor will meet requirements of the United States Environmental Protection Agency and the Texas Department of Agriculture in all aspects of services and performed by a licensed certified commercial applicator.

5.7 Only Environmental Protection Agency (EPA) and Texas Department of Agriculture (TDA) approved non- flammable, non-injurious products may be used for work under this contract. All materials used under this contract must be in compliance with the City, Federal and State regulations and specifically approved for areas in which they are to be used.

5.8 Vendor must supply the Material Safety Data Sheets for the pesticides used in the spraying process with bid submittal. Bids without MSDS Sheets will be considered incomplete and may be grounds for bidder disqualification.

5.9 The word "CONTROL" is defined as the periodic eradication of existing infestation within practical limits.

5.10 The control of pests will include the prevention of re-infestation, as well as any existing infestation. Each spraying service visit must be thorough.

5.11 The successful Contractor will control the entire area in all facilities of all types of pests and rodents such as rats, mice and all insects including all spiders through a prescribed and approved method of extermination. Insects to be controlled shall include, but not limited to troublesome insect pests such as flies, roaches, ants, fire ants, crickets, fleas, flies and silverfish. Ant and roach bait stations must be available on an as-needed basis at no additional cost to the City.

5.12 Metal traps and glue boards may be used whenever practical to prevent rodents from being exterminated in inaccessible places. Glue boards and traps must be available on an as-needed basis. Each service technician needs to have these items available at the time of the monthly service.

5.13 The contract will cover all initial inspections and treatment at each location monthly (or as noted on list), and shall be subject to re-application with no additional fee, as necessary to achieve and maintain satisfactory results. If the City inspects a facility and finds an infestation, a re-application of service to the facility will be completed within two (2) working days.

5.14 The Contractor shall supply between scheduled visits glue boards, roach bait stations, fly bait in summer, and pyrethrin spray.

5.15 All rodent bait must be in receptacles so the public cannot come in contact with the materials used.

Docusign Envelope ID: 748AD2B9-DAF6-47A2-A52E-289E0AA41F76

Receptacles will not be placed readily accessible to the public. Approved bait boxes shall be used in all food areas in lieu of glue boards. In addition to normal treatment, if an infestation is present, additional bombing during periods when the facility is closed may be necessary. This procedure is to be conducted by the contractor if the circumstances require this approach. Also, if flies or ants are present in a food area, the facility should be provided an approved product for control of these pests.

5.16 Special care shall be used to reduce the possibility of accidents to humans and domestic animals.

5.17 The Successful Vendor shall enter, inspect and treat (as necessary) all of the designated buildings.

5.18 The Contractor shall submit monthly pest management reports to the Contact Person. The reports shall cover existing conditions contributing to the pest activity as well as recommendations.

## 6. SPECIFICATIONS

6.1 The Contractor shall perform all work according to these specifications.

6.2 The contract shall execute in accordance the Hazard Communication Program attached hereto as part of this bid.

6.3 Preventative Methods (non-chemical):

a) Building inspection: The Contractor will inspect inside and outside the facility, around the dumpsters, all crawl areas (with the exception of crawl areas which have been identified as containing asbestos material), around all points of possible entry and drop ceilings, looking for pest entry points.

b) Reporting deficiencies: The Contractor will report any structural or sanitation deficiencies to the Contact Person.

c) Correction of deficiencies: The Contractor will recommend methods of denying access or habitat to pests, to the Contact Person, i.e. watching vendors delivering food supplies, eliminating storage of unnecessary boxes and paper products, fixing water leaks, sanitation improvements or other things which could harbor pests. Identification of termite infestation.

6.4 Preventative Methods (chemical):

Reporting procedures: The Contractor will give a twenty-four (24) hour notice to the Contact Person prior to using chemicals to control pests.

a) The Contractor will post a notification in each building as to times and days of services are provided.

b) Any chemical at a location.

c) Areas to treat with chemicals: All accessible crawl areas, which need chemical treatment to control pests. The Contractor will check with the Contact Person to ensure that a crawl space does not contain asbestos material before they enter a crawl space.

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d) All rodent holes will be chemically treated, deep enough to insure it is out of the reach of the public and domestic animals.

e) Chemical treatment, of spaces in drop ceilings and kitchen areas where infestation is found,

f) When to treat with chemicals: The Contractor will treat with chemicals when all other methods of control have proven ineffective.

g) The Contractor will use the LEAST toxic chemicals to control pests. Other approved chemicals will be used only if the least toxic chemicals prove to be ineffective in

h) The Contractor will communicate with the Contact Person to insure areas to be chemically treated are unoccupied until the treated area is safe to re-occupy.

i) The Contractor will not use chemicals, which appear on the Texas Agriculture Department's Restricted Use List, now or in the future.

6.5 Training and Qualifications:

a) Bidder will furnish a current and valid copy of Texas State Applicators License with their bid submittal. In the event that the license expires during the term of the contract, it will be the contractor's responsibility to provide the owner with a copy of the updated license within fifteen (15) days of renewal. Failure to provide said copy shall be grounds for termination of the contract.

b) The bidder shall supply a minimum of three (3) commercial account references with their bid submittal. All references shall be companies with whom the bidder has provided service in the past three (3) years. References supplied shall include at least one (1) office complex of at least 80,000 square feet.

c) The Contractor and all technicians servicing the City of Lubbock will be knowledgeable of the Hazard Communication Program.

d) The Contractor will familiarize the contact person with Hazard Communication Programs during services.

e) All service technicians must be current and have a valid license by the Texas Department of Agriculture.

6.6 Follow-up Procedures: The Contractor will follow-up at no charge to the City, within fourteen (14) working days of treatment in an infested area(s) to insure eggs that have hatched will be eliminated.

6.7 An additional follow-up will be done if the first follow-up proves to be unsuccessful in controlling pests. (RESTRICTED USE Chemicals will be used).

6.8 Supplementary Chemical Applications: The Contact Person must approve any supplemental chemical applications at its location(s).

6.9 Contractor Contact: The contractor and or contractor appointee shall be accessible via cell phone, pager or any other means of communication during regular business hours. Those numbers shall be furnished to the City of Lubbock Contact and any appointed city Agent(s).

Docusign Envelope ID: 748AD2B9-DAF6-47A2-A52E-289E0AA41F76

6.10 Emergency Contact: Contractor shall provide the City with the name and emergency phone number of Contractor's representative responsible for handling service requests during and after normal business hours and updating the purchasing department if information is changed.

6.11 All non- emergency service treatments are to be completed within seventy-two (72) hours of request at no additional expense to the City of Lubbock. Emergency service treatments are to be completed in four (24) hours of request at no additional cost to the City. The City of Lubbock will determine what constitutes an emergency.

Docusign Envelope ID: 748AD2B9-DAF6-47A2-A52E-289E0AA41F76

# WRITTEN HAZARD COMMUNICATION PROGRAM

## TABLE OF CONTENTS


I. POLICY STATEMENT REGARDING HAZARD COMMUNICATION

II. HAZARD COMMUNICATION IMPLEMENTATION PLAN

- A. Workplace Chemical List
- B. Safety Data Sheets (SDS)
- C. Container Labeling
- D. Employee Training
- E. Other Implementation Procedures

III. TRAINING OUTLINE

- A. Hazard Communication
- B. Hazardous Chemical Identification
- C. Safety Data Sheets (SDS)
- D. Container Labeling
- E. Personal Protective Equipment
- F. Responding to an Emergency

Appendix A - Workplace Chemical List
Appendix B - Letter Requesting SDS
Appendix C - Hazard Communication Training for Contractors/Seasonal/ Temporary Workers
Appendix D - Contractor acknowledgment of Hazard Communication
Appendix E - Chemical Spill Plan

Docusign Envelope ID: 748AD2B9-DAF6-47A2-A52E-289E0AA41F76

# I. POLICY STATEMENT REGARDING HAZARD COMMUNICATION

In the normal course of serving the citizens of Lubbock, employees of the City of Lubbock are routinely asked to use hazardous materials. Providing a safe work environment for City of Lubbock employees is an organizational priority. In order to ensure safe handling of hazardous materials, it is the policy of the City of Lubbock to communicate to our employees and contractors the hazards of those materials, and the precautions they must take to protect themselves, via our comprehensive Hazard Communication Program. The Hazard Communication Program will include information about:

Workplace Chemical List
Safety Data Sheet (SDS)
Container Labeling
Employee Training
Other Implementation Procedures

Each department of the City of Lubbock will designate an employee as their Hazard Communications Coordinator. That employee may be someone already selected to be the department Safety Coordinator. The Hazard Communications/Safety Coordinator will ensure that the Hazard Communication Implementation Plan, found in Section II of this document, is implemented in their department. It is the responsibility of every City of Lubbock employee to follow all established safety policies and procedures, and to notify supervisory personnel of unsafe work conditions.

Hazard Communication is the law! The success of the City of Lubbock's written Hazard Communication Program depends on the commitment of management and employees to understand, and implement the program in each department.

# II. HAZARD COMMUNICATION IMPLEMENTATION PLAN

The following plan describes how compliance with the Texas Hazard Communication Act (THCA) will be achieved in the City of Lubbock. The Hazard Communication Coordinator in each department, or his/her designee, will be responsible for implementing this plan in their work area.

## A. WORKPLACE CHEMICAL LIST

A workplace chemical list will be prepared for each department listing each hazardous chemical present in the work area that exceeds the quantity of 55 gallons or 500 pounds on any one day during the year. "Hazardous Chemical" means any element, chemical compound or mixture of elements and/or compounds which is a physical hazard or health hazard as defined by the OSHA standard in 29 CFR Section 1910.1200 (3) or (d). This list will include:

1. Date the list was prepared.
2. Signature of the individual who prepared the list.
3. Chemical name(s). (*name as it appears on the label and SDS*)
4. Location where the chemical(s) is/are stored.

*(Note: Appendix A is provided as a template for your workplace chemical list.)*

The workplace chemical list will be updated, immediately upon receipt of a new chemical that exceeds the 55 gallons/500-pound threshold, and by December 31st of each year. The

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workplace chemical list will be made readily accessible and available to all employees or a verified employee representative during the work shift in which it is requested. Each department will maintain all workplace chemical lists for at least 30 years.

## B. SAFETY DATA SHEETS (SDS)

Each department shall obtain, and maintain on file, a SDS for every hazardous chemical in their work area. SDS's will be readily available for review during each work shift by all employees or a verified employee representative. Employees will be trained on how to access the SDS's.
All missing SDS's will be requested in writing from the manufacturer or distributor. Any hazardous chemical not having a corresponding SDS will be removed from service until the SDS is received.

*(Note: Appendix B is a sample letter that you may use to request SDS's from manufacturers and suppliers.)*

All SDS's will be reviewed annually. For each SDS in excess of 2 years old, the manufacturer will be contacted to determine if the information is the most current and up-to-date for that chemical. Any updated SDS's received from the supplier will be inserted in the SDS book and the old SDS discarded.

## C. CONTAINER LABELING

All hazardous materials must be labeled. The manufacturer's label must not be intentionally removed, defaced or covered up. Where labels are unintentionally damaged, or where the chemical is transferred to a portable container, a new label will be immediately attached to the container that lists the following information:

1. The chemical name (as it appears on the SDS).
2. Physical and health hazards, and target organs.
3. Manufacturer's name and address.

No employee shall be asked to work with a hazardous chemical from an unlabeled container except from a portable container intended for the immediate use of the employee who fills the container.

The Hazard Communication Coordinator must inform employees who work around unlabeled pipes the following information regarding potentially hazardous substances contained in the piping:00

1. The hazardous substance in the pipe.
2. Potential hazards.
3. Safety precautions to be taken.

. City Policy: All compressed gases including air compressors, must be labeled with the words: **Caution: Compressed Gas**.

## D. EMPLOYEE TRAINING

All Contractor employees will be trained in Hazard Communication. In accordance with City policy, employees who are routinely exposed to hazardous chemicals while performing their job duties must receive annual Hazard Communication refresher training. The training will include, at a minimum, the following:

1. Information on interpreting labels.
2. Information on interpreting SDS's.

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3. The relationship between labels and SDS's.
4. The location of hazardous chemicals in their work areas.
5. The acute and chronic health effects of hazardous chemicals in their work areas.
6. Safe handling of hazardous chemicals in their work areas.
7. Proper use of personal protective equipment (P.P.E.)
8. First aid treatment to be used with respect to the hazardous chemicals in their work area.
9. General safety instructions on handling, clean-up procedures, and disposal of hazardous chemicals.

This training will be provided to each employee before they begin working in an area that contains hazardous chemicals. Additional training will be provided to employees when:

1. They are new or newly assigned to that work area.
2. The potential for exposure to hazardous chemicals changes.
3. When new chemicals are brought into the work area.

## E. OTHER IMPLEMENTATION PROCEDURES

1. Reporting Fatalities and Injuries

According to the City Safety and Loss Prevention Manual, upon sustaining an on-the-job injury, including those resulting from chemical exposure, the employee or supervisor must report the injury to the Safety department immediately. A Personal Injury Investigative Report must be completed and submitted to Safety within 24 hours of the accident or injury. The City of Lubbock Risk Manager will be responsible for reporting to the Texas Department of Health within 48 hours of occurrence, in accordance with the THCA, all employee accidents involving chemical exposure or asphyxiation that is fatal to one or more employees, or results in the hospitalization of 5 or more employees. That report shall include the circumstances of the accident, the number of fatalities, and the extent of any injuries.

2. Employee Rights

The Contractor is responsible for informing the employees of their department the rights afforded to them by the Texas Hazard Communication Act (THCA). All employees have a "right to know", according to law, about chemical hazards in the workplace. Those rights include:

1. Access to a workplace chemical list.
2. Access to a SDS for all hazardous chemicals in the workplace.
3. A right to be trained about chemical and physical hazards in the workplace, including the possibility for accidental exposures, and measures they can take to protect themselves from those hazards.
4. A right to appropriate personal protective equipment (P.P.E.)
5. A right not to be discriminated against, disciplined, or discharged for filing a complaint or participating in an investigation of potential violations of the THCA.
6. An employee may not waive their rights under the THCA.
7. Special arrangements must be made by the Hazard Communication Coordinator to interpret Hazard Communication information to those individuals who, because of illiteracy or language barrier, are unable to access those materials.

3. Contractor Employee Hazard Communication

Docusign Envelope ID: 748AD2B9-DAF6-47A2-A52E-289E0AA41F76

All contractors must agree to comply with all requirements of the Texas Hazard Communication Act (THCA) and the OSHA Hazard Communication Standard while on City of Lubbock property. The Contractor and/or Placement Agency will provide basic Hazard Communication training to their employees according to the requirements of the law. Contractors will be responsible for informing their employees of hazardous materials present in their work areas, training of their employees, and furnishing all required personal protective equipment.

**Any employee supervised by a City of Lubbock employee, even if they are referred and/or paid by an agency or contractor, must be provided training before they begin work.**

The Hazard Communication Coordinator for the department in which the contractor employees are assigned will be responsible for providing Hazard Communication training specific to the hazards associated with working in that department. All training must be documented and recorded according to this Implementation Plan.

*(Note: Appendix C is an outline that may be used as an abbreviated training guide for training contractor/ seasonal/ temporary employees placed with the City through an Agency.)*

All contractors will be informed of the hazardous chemicals present in the buildings in which they work. They will be shown the storage location and given access to the SDS's and workplace chemical lists for that department. The Hazard Communication Coordinator will obtain from the contractor a signed document acknowledging these items were communicated to the contractor representative.

*(Note: Appendix D is a form that may be used for Contractor Hazard Communication Acknowledgment.)*

All contractors who bring hazardous chemicals on to City of Lubbock property must provide a SDS for each chemical and an inventory of all chemicals brought on site. These documents must be accessible to the Hazard Communications Coordinator and City of Lubbock employees.

4. Personal Protection Equipment (P.P.E.)

Personal protective equipment shall be provided by departments and used by employees if the potential for occupational exposure remains after instituting engineering and work practice controls, or if such controls are not feasible.

The Hazard Communication Coordinator for each department is responsible for acquiring and making available to employees, P.P.E. appropriate for the hazards in that workplace. The P.P.E. must be kept in good condition, stored in a sanitary fashion, and inspected regularly for functionality.

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**City of Lubbock**
**ITB 26-19322-SR**
**Pest Control Services at South East Water Reclamation Plant**
**and the North West Water Reclamation Plant**
**Bid Form**

| | | | | | | Oliphirt Enterprises, LLC dba Pest Pro |
|---|---|---|---|---|---|---|
| | | | **Location** | | | **Shallowater, TX** |
| | | | **Total** | | | **$15,433.60** |
| # | Item Description | Sq. Ft. | Areas Serviced | Months | Unit Price | Total Cost |
| 1 | South East Water Reclamation Plant | | | | | |
| #1-1 | Maintenance Warehouse | 5262 | Entire Area | 12 | 29.92 | 359.04 |
| #1-2 | Solids Handling Facility | 24,977 | Entire Area including upstairs office, upstairs landing, and all rooms | 12 | 29.92 | 359.04 |
| #1-3 | Maintenance Building | 4840 | Entire Area including downstairs offices and work areas upstairs offices. | 12 | 29.92 | 359.04 |
| #1-4 | Electrical Maintenance Building | 5000 | Entire area including offices, work areas, and doorways. | 12 | 29.92 | 359.04 |
| #1-5 | Administration Buildings | 9645 | Entire Area including bathrooms, offices, hallways, breakroom, conference room, breezeway, upstairs area and stairway. Monthly rodent control is also required in this building. | 12 | 29.92 | 359.04 |
| #1-6 | Administration Buildings | 9645 | Pigeon Control quarterly on roof top as specified herein. | 4 | 38.00 | 152.00 |
| #1-7 | Lab Building | 6199 | Entire Area including, offices, lab work areas, and loading dock, and | 12 | 29.92 | 359.04 |
| #1-8 | Lab Building | 6199 | Pigeon Control quarterly on rooftop as specified herein. | 4 | 38.00 | 152.00 |
| #1-9 | Digesters 6 & 7 | 3516 | Entire Area including upstairs MCC room. Landing area, stairs and downstairs pump room. | 12 | 29.92 | 359.04 |
| #1-10 | Effluent Pump Station #1 | 4509 | Entire Area including inside MCC room, and outside around pumps for spider and other pest control. | 12 | 29.92 | 359.04 |
| #1-11 | Headworks Building | 19964 | Entire Area including upstairs MCC room. Fine Screen area, bathroom, grit area, Bleach Tank room, and downstairs pumping station. Monthly rodent control is also required in this building. | 12 | 29.92 | 359.04 |
| #1-12 | Headworks MCC Building | 980 | Entire Area | 12 | 29.92 | 359.04 |
| #1-13 | Lift Station #48 | 923 | Entire Area. Including pad and inside of building. | 12 | 29.92 | 359.04 |
| #1-14 | Plant 3 Filters | 7904 | Entire area including upstairs area, stairs, stairwell, and downstairs pump room. | 12 | 29.92 | 359.04 |
| #1-15 | Plant 3 IV Complex | 2370 | Entire including MCC room and disinfection room. | 12 | 29.92 | 359.04 |
| #1-16 | Effluent Pump Station #2 | 2687 | Entire Area including inside MCC room, and outside around pumps for spider and other pest control. | 12 | 29.92 | 359.04 |
| #1-17 | Plant 3 Primaries | 1905 | Entire Area including 2 catwalks and motor housing areas, stairs, stairwell, and pump basement. | 12 | 29.92 | 359.04 |
| #1-18 | Plant 3 Secondaries | 994 | Entire Area including 2 catwalks and motor housing areas, MCC room inside and out. | 12 | 29.92 | 359.04 |
| #1-19 | Plant 3 Aeration Basins, Pipe Gallery | 43293 | Entire Area including basins, stairs, stairwell, and pipe gallery. | 12 | 29.92 | 359.04 |
| #1-20 | Plant 3 Blower Building | 1940 | Entire Area. | 12 | 29.92 | 359.04 |
| #1-21 | Digesters 8 & 9 | 6511 | Entire Area including basement. | 12 | 29.92 | 359.04 |
| #1-22 | Plant 4 Primaries | 7187 | Entire Area including 3 catwalks and motor housing areas, 1 pad area, 2 stairs, stairwells, upstairs, and 2 basements. | 12 | 29.92 | 359.04 |
| #1-23 | Plant 4 MCC Building | 915 | Entire Area. | 12 | 29.92 | 359.04 |
| #1-24 | Plant 4 Aeration Basins | 62000 | Piping and valves, all hatchway doors, and all walkways. | 12 | 29.92 | 359.04 |
| #1-25 | Ferric Chloride Complex | 1031 | Entire Area including inside building and tank area. | 12 | 29.92 | 359.04 |
| #1-26 | Plant 4 Blower Building | 5735 | Entire Area including blower room and MCC room. | 12 | 29.92 | 359.04 |
| #1-27 | Plant 4 Secondaries | 14215 | Entire Area including 3 catwalks and motor housing areas, 1 pad are | 12 | 29.92 | 359.04 |
| #1-28 | Intermediate Lift Station | 1945 | Entire Area including MCC room and deck. | 12 | 29.92 | 359.04 |
| #1-29 | Plant 4 UV | 2100 | Entire Area including MCC room and disinfection room. | 12 | 29.92 | 359.04 |
| #1-30 | Plant 4 Filters | 6032 | Entire area including upstairs area, stairs, stairwell and downstairs pump room. | 12 | 29.92 | 359.04 |
| #1-31 | Chlorine Buildings | 4595 | Entire area including, cylinder room, injector room, MCC room, scrubber/tank room, and storage room. | 12 | 29.92 | 359.04 |
| #1-32 | De-Chlorination Facility Located at 8823 | 7000 | Entire area. | 4 | 38.00 | 152.00 |
| #1-33 | Ground storage tank and pumps located | 7000 | Entire area, building and pump area. | 4 | 38.00 | 152.00 |
| #1-34 | Backflow Boxes | 20 | 7 Boxes around the plant. | 4 | 38.00 | 152.00 |
| #1-35 | NW side of the SEWRP (Plant 4) | 140000 | Along front fence and inside plant 4 for prairie dogs. | 1 | 160.00 | 160.00 |
| 2 | North West Water Reclamation Plant | | | | | |
| #2-1 | Main electrical building and generator | 1000 | Around generator and inside building | 12 | 29.92 | 359.04 |
| #2-2 | Raw water pump station | 1257 | Entire area around piping and valves | 12 | 29.92 | 359.04 |
| #2-3 | Odor Control Facility | 3273 | Entire area | 12 | 29.92 | 359.04 |
| #2-4 | Primary Treatment Unit (Headworks) | 7900 | Entire area including around walls, equipment upstairs, downstairs, around MAUs, landings, and roll-off area. | 12 | 29.92 | 359.04 |
| #2-5 | Headworks MCC Building | 948 | Inside building | 12 | 29.92 | 359.04 |
| #2-6 | EQ Flow Basin | 30276 | Entire area around tank, stairs, upper walkways, and hatches or manhole covers | 12 | 29.92 | 359.04 |

Docusign Envelope ID: 748AD2B9-DAF6-47A2-A52E-289E0AA41F76

**City of Lubbock**
**ITB 26-19322-SR**
**Pest Control Services at South East Water Reclamation Plant**
**and the North West Water Reclamation Plant**
**Bid Form**

| | | | | | | |
|---|---|---|---|---|---|---|
| #2-7 | CLBR Facility | 18516 | Entire area around equipment, stairs, and pumps. | 12 | 29.92 | 359.04 |
| #2-8 | Administration and MBR Building. | 14300 | Entire area including first floor, pipe gallery, second floor, around MBRs, all rooms, around ac units outside, and chemical storage area Monthly rodent control is also required in this building. | 12 | 29.92 | 359.04 |
| #2-9 | UV area | 4370 | Entire area including steps, pumps, hatches, and non- pot tank. | 12 | 29.92 | 359.04 |
| #2-10 | UV MCC Building | 249 | Inside Building | 12 | 29.92 | 359.04 |
| #2-11 | Blower Room and MCC | 2240 | Inside both sections of the building. | 12 | 29.92 | 359.04 |
| #2-12 | Backflow Boxes | 20 | 4 Boxes Around Plant | 4 | 38.00 | 152.00 |

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# City of Lubbock, TX
## Purchasing and Contract Management
## Vendor Acknowledgement Form

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**
Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

**Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.**

**The City of Lubbock is seeking a contract for with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.**

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net _____calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Docusign Envelope ID: 748AD2B9-DAF6-47A2-A52E-289E0AA41F76

**Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.**

YES ✔ NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

## ADDENDA

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No. #1 ITB25 - 190007 - SR Date 08/13/2025
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.

Docusign Envelope ID: 748AD2B9-DAF6-47A2-A52E-289E0AA41F76

## 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.

Docusign Envelope ID: 748AD2B9-DAF6-47A2-A52E-289E0AA41F76

## 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”.

Docusign Envelope ID: 748AD2B9-DAF6-47A2-A52E-289E0AA41F76

# 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 Pest Pro/ Robby D. Oliphint a corporation organized under the laws of the State of Texas, or a partnership consisting of OliphintEnterprises,LLC or individual trading as Pest Pro of the City of Lubbock

Tax ID No.: 87-1143517, ST#3-20795-2764-7

Address: P.O. Box 511

City: Shallowater, Tx 79363 State: Texas Zip: 79363

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

**Please complete the information below.**

By _____ Date: 1/31/26

*Authorized Representative - must sign by hand*

Officer Name and Title: Robby Oliphint owner

Business Telephone Number 806-777-1333 FAX: _____

E-mail Address: oliphintrob@gmail.com

**Purchasing and Contract Management**

**Publication and Solicitation Summary**

**26-19322-SR – Pest Control Services at the Southeast Water Reclamation Plant and the Northwest Water Reclamation Plant**

- A public notice was published in the *Lubbock Avalanche-Journal* on January 18, 2026 and January 25, 2026.
- The notice was also posted on the Purchasing Department's website under "Bid Opportunities."
- The solicitation was listed on Bonfire.com from January 18, 2026 through February 11, 2026.
- A total of 22 vendors downloaded the documents via Bonfire.com.
- An additional 5 vendors were notified directly.
- Two (2) vendors submitted formal bids proposals.

AI# 14224
Regular City Council Meeting 6. 14.
04/14/2026:

## Information

### Agenda Item

**Resolution - Water Utilities:** Consider a resolution authorizing the Mayor to execute Purchase Order 23106179, with Diamond D Irrigation and Ag. LLC., for pivot irrigation systems at the Lubbock Land Application Site and the Hancock Land Application Site.

### Item Summary

As part of the City's wastewater treatment and reuse process, the City irrigates crops through center pivot irrigation systems. The three existing center pivot irrigation systems that serve the City-owned agricultural properties have reached the end of useful life. Structural wear, declining water application uniformity, and increasing maintenance costs have made continued repair no longer cost-effective.

Center pivot irrigation systems are a requirement of the City's wastewater permit authorized by the Texas Commission on Environmental Quality (TCEQ).

An Invitation to Bid (ITB) was issued for center pivot irrigation systems to be used for land application site treated wastewater.

Bidders were required to submit a price per pivot, inclusive of all labor, equipment, and materials necessary to:

- Dismantle and remove the existing pivot to a designated area
- Deliver a new center pivot irrigation system
- Install the complete system and place it into full operational condition

In response to ITB 26-19345-YB, responses were received from the following vendors:

| Vendor | Total Cost of (3) Center Pivots |
|---|---|
| Diamond D Irrigation and Ag. LLC, Wilson, Texas | $341,980.40 |
| South Plains Valley Irrigation, Inc., Lubbock, Texas | $368,575.88 |

Staff recommends approval of Purchase Order 19345 to the lowest bidder, Diamond Irrigation and Ag, LLC, of Wilson, Texas, for $341,980.40.

### Fiscal Impact

Purchase Order 23106179, for $341,980.40, is funded in Capital Improvement Project 92925, Center Pivot Replacement.

**Staff/Board Recommending**

Erik Rejino, Assistant City Manager
Walter "Buzz" Pishkur, Interim Director of Utilities

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**Attachments**

Resolution
Purchase Order
Bid Tabulation
Budget Detail
CIP 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, Purchase Order 23106179, as per ITB 26-19345-YB, for the purchase of Pivot Irrigation Systems for the City of Lubbock Land Application Site, by and between the City of Lubbock and Diamond D Irrigation and Ag, LLC of Wilson, 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 23106179 – Diamond D Irrigation and Ag, LLC
2.13.26

City of Lubbock TEXAS

# PURCHASE ORDER

Page - 1
Date - 2/12/2026
Order Number 23106179 000 OP
Branch/Plant 6415

TO: DIAMOND D IRRIGATION AND AG, LLC
620 US HWY 87
WILSON TX 79381

SHIP TO: CITY OF LUBBOCK
LAND APPLICATION SITE
4602 ECR 6700
1/2 MILE EAST OF LOOP 289 ON 19TH STR
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 2/12/2026 Freight .
Requested 4/30/2026 Taken By Y BUSBY
Delivery PER S MITCHELL REQ 64293 ITB 26-19345-YB

If you have any questions contact Shelia Mitchell: SMitchell@mylubbock.us Phone 806-767-3150

| Description/Supplier Item | Ordered | Unit Cost | UM | Extension | Request Date |
|---|---|---|---|---|---|
| Center Pivots | 1.000 | 107,481.3500 | EA | 107,481.35 | 4/30/2026 |
| Center Pivots | 1.000 | 104,566.5200 | EA | 104,566.52 | 4/30/2026 |
| Center Pivots | 1.000 | 129,932.5300 | EA | 129,932.53 | 4/30/2026 |
| | | | | Total Order | |
| Terms NET 10 DAYS | | | | 341,980.40 | |

This purchase order encumbers funds in the amount of $341,980.40 awarded to Diamond D Irrigation and AG, LLC of Wilson, TX, on _____, 2026. The following is incorporated into and made part of this purchase order by Diamond D Irrigation and AG, LLC of Wilson, TX and ITB 26-19345-YB.

Resolution #_____

CITY OF LUBBOCK:

_____
Mark McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

City of Lubbock TEXAS

# PURCHASE ORDER

Page - 1
Date - 2/12/2026
Order Number 23106179 000 OP
Branch/Plant 6415

TO: DIAMOND D IRRIGATION AND AG, LLC
620 US HWY 87
WILSON TX 79381

SHIP TO: CITY OF LUBBOCK
LAND APPLICATION SITE
4602 ECR 6700
1/2 MILE EAST OF LOOP 289 ON 19TH STR
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 | 2/12/2026 | Freight | . |
| Requested | 4/30/2026 | Taken By | Y BUSBY |
| Delivery | PER S MITCHELL REQ 64293 | ITB 26-19345-YB | |

**INSURANCE REQUIRED:**

**Commercial General Liability:**

$1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations.

Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

**Automobile Liability:**
$1M occurrence is needed.

**Workers Compensation and Employer Liability:**

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

**Additional Policies:** N/A

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

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

**City of Lubbock**
**ITB 26-19345-YB**
**Pivot Irrigation System for Land Application**
**Bid Tab**

| # | Items | Quantity (+/-) | Unit of Measure | Diamond D Irrigation and Ag, LLC<br>Location<br>Total Cost<br>Wilson, TX<br>$341,980.40<br>Delivery Days ARO | Unit Cost | Extended Cost | **South Plains Valley Irrigation, Inc.<br>Lubbock, TX<br>$ 368,575.88<br>Delivery Days ARO | Unit Cost | Extended Cost |
|---|---|---|---|---|---|---|---|---|---|
| #0-1 | Purchase, Delivery, and Installation of a 1,253 Foot Pivot Irrigation System (to Replace No. L6), Including New Flow Meter, Located at the Lubbock Land Application Site, Including Dismantling Existing System and Moving to a Location Outside the Circle - Per Specifications. | 1 | LS | 30 | 107,481.35 | 107,481.35 | 30 | 114,182.06 | 114,182.06 |
| #0-2 | Purchase, Delivery, and Installation of a 1,219 Foot Pivot Irrigation System (to Replace No. L9) , Including New Flow Meter, Located at the Lubbock Land Application Site, Including Dismantling Existing System and Moving to a Location Outside the Circle - Per Specifications. | 1 | LS | 30 | 104,566.52 | 104,566.52 | 30 | 112,751.47 | 112,751.47 |
| #0-3 | Purchase, Delivery, and Installation of a 1,544 Foot Pivot Irrigation System (to Replace No. Lot L19) , Including New Flow Meter, Located at the Lubbock Land Application Site, Including Dismantling Existing System and Moving to a Location Outside the Circle - Per Specifications. | 1 | LS | 30 | 129,932.53 | 129,932.53 | 30 | 141,642.35 | 141,642.35 |

**** Massey Irrigation, Inc. - Non Responsive**
**** South Plains Valley Irrigation, Inc. - Non Responsive**

**City of Lubbock, TX**
**Capital Project**
**Project Cost Detail**
**April 14, 2026**

| | |
|---|---|
| Capital Project Number: | 92925 |
| Capital Project Name: | Center Pivot Replacement |

| | | **Budget** |
|---|---|---|
| *Encumbered/Expended* | | |
| Advertising | $ | 174 |
| *Agenda Item, April 14, 2026* | | |
| *Diamond D Irrigation* | | 341,980 |
| ***Encumbered/Expended To Date*** | | 342,154 |
| *Estimated Costs for Remaining Appropriation* | | |
| Installation | | 57,846 |
| ***Remaining Appropriation*** | | 57,846 |
| **Total Appropriation** | $ | 400,000 |



# CIP 92925 Center Pivot Replacement

Replacement Infrastructure

Project Manager: Miguel Cantu - Wastewater

## Project Scope

This expense is for the purchase, installation and replacement of three (3) center pivots systems located on the Lubbock Land Application site, which have been in operation since 1988, 1991, and 1992.

## Project Justification

The center pivot systems will replace three (3) units that have been in operation since 1988, 1991, and 1992 on the Lubbock Land Application site. Periodically, the center pivot systems reach their useful life and must be replaced. These systems are used on a daily basis at the Lubbock Land Application site. The use of these systems are regulated by the Texas Commission on Environmental Quality in accordance with the City's wastewater permit.

## Project Highlights

Growth and Development
Redevelopment

## Project History

- FY 2025-26 $400,000 appr. by Ord. 2025-O0112

## Project Dates

Bid dates October, 2025
Installation dates: December, 2025 - February, 2026 in accordance with the weather
Estimated completion date: March, 2026

## Project Location

Lubbock Land Application Site

## Project Appropriations

| | Appropriation to Date | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget | 2030 - 31 Budget | 2031 - 32 Budget |
|---|---|---|---|---|---|---|---|
| **Installation** | $400,000 | $0 | $0 | $0 | $0 | $0 | $0 |
| TOTAL | **$400,000** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |

## Project Funding

| | Funding to Date | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget | 2030 - 31 Budget | 2031 - 32 Budget |
|---|---|---|---|---|---|---|---|
| **Water/Wastewater Fund Cash** | $400,000 | $0 | $0 | $0 | $0 | $0 | $0 |
| TOTAL | **$400,000** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |

## Operating Budget Impacts

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

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**Purchasing and Contract Management**

**Project Summary**

**ITB 26-19345-YB**
**Pivot Irrigation System for**
**Land Application**

Notice was published in the Lubbock Avalanche Journal on December 31 & January 07, 2026.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from December 31 to January 27, 2026.
27 vendors downloaded the documents using Bonfire.com.
5 vendors were notified separately.
2 vendors submitted bids.

AI# 14171
Regular City Council Meeting 6. 15.
04/14/2026:

## Information

### Agenda Item

**Resolution - Water Utilities:** Consider a resolution authorizing the Mayor to execute Contract 19282 with Ferguson Waterworks, for solid-state ultrasonic water meters, and Contract 19562 with Metron Farnier, LLC., for advanced fire hydrant meters.

### Item Summary

Staff issued a Request for Proposal (RFQ) for solid-state ultrasonic water meters that provide more accurate readings, and for advanced fire hydrant meters that provide remote monitoring capabilities.

**Ultrasonic Water Metering Technology**

Transitioning away from the current use of Positive Displacement (PF) flow meters to Ultrasonic Meters will provide the following benefits:

- Sustained Accuracy – Ultrasonic meters maintain 98% accuracy throughout their entire 20-year lifespan because there are no physical components to degrade;
- Low-Flow Precision – Ultrasonic meters can register first drop flows as low as 0.04 gallons per minute, capturing revenue that mechanical meters often miss; and,
- Reduced Maintenance –The absence of moving parts eliminates the need for periodic repairs and reduces the risk of failure from grit, sand, or water hammer.

**Advance Fire Hydrant Water Meters**

Transitioning to Advanced Fire Hydrant Meters containing smart technology with cellular radio communication modules for hydrant water services, will provide the following benefits:

- Sustained Accuracy — Meter flow rates and meter reading;
- Asset Management — Real-time visibility of equipment; and,
- Reduce work load — Eliminate personnel field activities and office work.

In response to RFP 36-19282-MA, proposals were received from the following vendors for Ultrasonic Meters.

**Ultrasonic Meters**

| Vendor | Amount |
|---|---|
| Master Meter, Inc., Mansfield, Texas | $374,950.00 |
| Zenner USA Inc., Addison, Texas | $429,510.44 |

| | |
|---|---|
| Ferguson Enterprises, LLC, Newport News, Virginia | $446,560.25 |
| Badger Meter, Inc., Milwaukee, Wisconsin | $460,125.00 |
| Core & Main LP, St. Louis, Missouri | $511,887.99 |
| Mueller Systems, LLC, Atlanta, Georgia | $557,033.43 |

The RFP was issued with 5 evaluation criteria addressed by the requirements and questions answered by the respondents. The criteria included the following: 30 points for Experience, 30 points for Products, 20 points for Service, 15 points for Pricing and 5 points for Team. The maximum point value is 100 points. The following ranking was obtained.

| Vendor | Points |
|---|---|
| Ferguson Enterprises, LLC, Newport News, Virginia | 90.40 |
| Core & Main LP, St. Louis, Missouri | 84.53 |
| Badger Meter, Inc., Milwaukee, Wisconsin | 83.87 |
| Master Meter, Inc., Mansfield, Texas | 82.00 |
| Zenner USA Inc., Addison, Texas | 69.27 |
| Mueller Systems, LLC, Atlanta, Georgia | 68.93 |

Staff recommends award of Contract 19282, for Ultrsonic Water Meters to the highest ranked proposal, Ferguson Enterprises LLC, of Newport News, Virginia, with the best and final offer of $446,560.25.
Ferguson Enterprises LLC demonstrated superior product quality, strong local service, and a well justified overall solution.

In response to RFP 36-19282-MA, proposals were received from the following vendors for Advanced Fire Hydrant Meters.

**Fire Hydrant Meters**

| Vendor | Amount |
|---|---|
| Zenner USA, Inc., Addison, Texas | $153,968.00 |
| Master Meter, Inc., Mansfield, Texas | $207,764.00 |
| Badger Meter, Inc., Milwaukee, Wisconsin | $239,470.20 |
| Metron Farnier, LLC, Louisville, Colorado | $260,400.00 |
| Core & Main LP, St. Louis, Missouri | $403,665.00 |

The RFP was issued with 5 evaluation criteria addressed by the requirements and questions answered by the respondents. The criteria included the following: 30 points for Experience, 30 points for Products, 20 points for Service, 15 points for Pricing and 5 points for Team. The maximum point value is 100 points. The following ranking was obtained.

| Vendor | Points |
|---|---|
| Metron Farnier, LLC, Louisville, Colorado | 87.90 |
| Badger Meter, Inc., Milwaukee, Wisconsin | 87.60 |
| Core & Main LP, St. Louis, Missouri | 79.70 |
| Zenner USA, Inc., Addison, Texas | 78.00 |
| Master Meter, Inc., Mansfield, Texas | 78.00 |

Staff recommends awarding Contract 19562, for Advanced Fire Hydrant Meters, to the highest ranked proposal, Metron Farnier, LLC of Louisville, Colorado, with the best and final offer of $260,400.00.
Metron Farnier demonstrated superior product quality, additional no-cost services, and a well-justified overall solution.

Both contracts will be for a term of one year, with the option of four, one-year extensions, with the date of term beginning on formal approval.

**Fiscal Impact**

Contract 19282 for $446,560.25 and Contract 19562 for $153,968.00, are funded in Capital Improvement Project Number 92748, New Water Meter Sets and Meter Replacements program.

**Staff/Board Recommending**

Erik Rejino, Assistant City Manager
Walter "Buzz" Pishkur, Interim Director of Utilities

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**Attachments**

Resolution
Contract - 19562
Resolution
Contract - 19282
CIP 92748 - 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. 19562 for Ultrasonic, AMI, and Fire Hydrant Meters, by and between the City of Lubbock and Metron Farnier, LLC., of Louisville, Colorado, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

**Passed by the City Council on _____.**

_____
**MARK W. MCBRAYER, MAYOR**

**ATTEST:**

_____
Courtney Paz, City Secretary

**APPROVED AS TO CONTENT:**

_____
Erik Rejino, Assistant City Manager

**APPROVED AS TO FORM:**

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Serv Contract – Metron Farnier, LLC
March 12, 2026

Docusign Envelope ID: 19D87F3F-C4E2-44EA-B8FE-E51ACCE84C23

Contract 19562

**City of Lubbock, TX**
**RFP 26-19282-MA Ultrasonic Meters and AMI Meters & Fire Hydrant Meters**

**Agreement**

This Service Agreement (this "Agreement") is entered into as of the ___day of _____**2026** ("Effective Date") by and between Metron Farnier, LLC (the Contractor), and the City of Lubbock (the "City").

**RECITALS**

**WHEREAS**, the City issued Request for Proposals RFP 26-19282-MA for Ultrasonic Meters, AMI Meters, and Fire Hydrant Meters; and

**WHEREAS**, the proposal submitted by the Contractor has been selected as the proposal that best meets the needs of the City for these services; and

**WHEREAS**, the Contractor desires to perform as an independent contractor to provide Ultrasonic Meters, AMI Meters, and Fire Hydrant Meters in accordance with the terms and conditions set forth 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.

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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 choose 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.

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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

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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.

Docusign Envelope ID: 19D87F3F-C4E2-44EA-B8FE-E51ACCE84C23

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

2.20 Indemnify. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

**-----INTENTIONALLY LEFT BLANK-----**

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**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

_____

Mark McBrayer, Mayor

ATTEST:

_____

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Signed by:
1B58B88CDD1C48F...

Walter "Buzz" Pishkur, Interim Utilities Director

APPROVED AS TO FORM

Signed by:
Matt Wade
D3E0A0C092EE46C...

Matt Wade,City Attorney

CONTRACTOR
Metron Farnier, LLC

BY: Signed by:
2472E07064F94D6...

Authorized Representative

Brad Aquino CFO

Print Name/Title

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# City of Lubbock, TX
# RFP 26-19282-MA
## Ultrasonic Meters Products & Services
## & Fire Hydrant Meters

## GENERAL REQUIREMENTS

### 1. INTENT

In 2019, the City of Lubbock Water Utilities (City) implemented an advanced water metering infrastructure (AMI). Currently, the City has over 102,000 metering connections and the City limits is approximately 143 square miles with anticipated future population growth averaging nearly 3% annually. The new ultrasonic meters have shall be tested by the manufacturer and are fully compatible with existing Itron AMI infrastructure technology and includes connectors, cables, and configuration required to interface seamlessly with Oracle Field Service and Customer Cloud Service.

The City is issuing a request for proposals (RFP), to contract with the vendor to procure ultrasonic water meters. The initiative aims to ensure the effective management and distribution of water resources within the City, aligning with the mission to provide essential services to the community. The City is looking to upgrade the current positive displacement water meter to ultrasonic. The will include Qualified vendors are invited to submit comprehensive proposals that demonstrate their capability to supply these specialized water metering technologies. The procurement is comprehensive meter installs and replacement project, with an integration requirement with existing municipal water infrastructure.

The proposed water metering equipment shall include advanced utility tools that will help achieve these objectives:

- Optimize revenue and improve water accountability through sustained long-term meter accuracy, improved low flow capture performance, and metering analysis.
- Provide timely and accurate usage information that can be used to improve customer service, support transparent billing, and reduce adjustments on water bills with the option to educate customers on their usage behaviors, which proactively address customer-side issues.
- Become more proactive in managing the distribution system through gains in operational efficiency, reduced emergency calls and truck rolls, and more by utilizing solid advanced metering network.
- Reduce installation time and maintenance complexity by having integrated components for meter reading, elimination multiple devices, cables, retrofitted radio endpoints with wired connections or plumbing modifications in the meter pit.
- Minimize the total cost of ownership, including labor maintenance cost by using a reliable product, documented performance quality, anchored by a strong product warranty and various resources.

| **Ultrasonic Meters** | | |
|---|---|---|
| **Meter Size** | **Quantity** | **Basis of Specification** |
| 1” | 675 quarterly | Stainless Steel Ultrasonic Water Meter |
| 2” | 100 quarterly | Stainless Steel Ultrasonic Water Meter |
| 3” | 50 quarterly | Stainless Steel Ultrasonic Water Meter |
| 4” | 50 annually | Stainless Steel Ultrasonic Water Meter |
| 6” | 5 annually | Stainless Steel Ultrasonic Water Meter |

Docusign Envelope ID: 19D87F3F-C4E2-44EA-B8FE-E51ACCE84C23

| | | |
|---|---|---|
| 8” | 5 annually | Stainless Steel Ultrasonic Water Meter |
| 10” | 2 annually | Stainless Steel Ultrasonic Water Meter |

| **Fire Hydrant Meter with Cellular Advanced Metering Technology** | |
|---|---|
| Quantity | Product Description |
| 200 | 3" Fire Hydrant Meter with couplings |
| 200 | Cellular Service - Automated Meter Reading |
| 1 | Meter Data Management Software (i.e. meter data, consistency) |
| 1 | Software System Training (i.e. up to 5 days) |
| 1 | Integration into Oracle Customer (CCS) Billing System |
| 1 | Global Positioning System (GPS) |

**Scope of Work**

- On an annual bases we replace and install new meter sets with integrated radio, antenna, which offers easy installation for our water personnel, reduced labor costs, reduced ongoing maintenance and a lower potential for tampering.
- Include an experience project manager to lead all activities related to the project communications, network, equipment, purchase orders, delivery, operation and other key processes through purchasing, deliverables and services.
- Offer meter training for all utility personnel

**Vendor Qualifications and Experience**

Solution Provider Technical Experience

The proposed solution provider must have at least 20 years of experience water metering manufacturing.

**Solution Provider Qualifications**

The proposed solution provider should have longevity for water metering or similar for their meter manufacturing and testing facilities.

**System References**

Proposers shall include at least three utility references for the same size or larger, who deployed the proposed solution in the past five years. Must include reference name total quantity of meters, date of project, percentage of reads over the past 6 months, contact name and contact e-mail address, and contact telephone number.

**Technical Specifications**

Meter Specification

All water meters must use ultrasonic, solid state measuring technology with no moving parts to ensure accuracy over the lifetime of the meter. The meter should be resistant to wear and impurities in the water. Additionally, the meters must have a maximum pressure rating of 250 psi to meet the performance requirements in high–pressure environments. All sensors and electronics should be designed so that they are fully protected against internal and external penetration of fluid. The meters should be hermetically and vacuum-sealed to prevent humidity from entering the electronics and avoid condensation forming between the glass and LCD screen. Meters shall be delivered in airtight packaging to reduce the potential of bacteria forming after factory testing.

Meters must be made available in either composite or stainless-steel housings that incorporate design features that help prevent cross-threading during installation. There needs to be a brass or bronze inlet and outlet on the meter body.

Docusign Envelope ID: 19D87F3F-C4E2-44EA-B8FE-E51ACCE84C23

For composite bodied meters, the meter housing and measuring tube must be constructed of durable, environmentally friendly, lead-free thermoplastic polyphenylene sulfide reinforced with fiberglass. The composite meters must offer exceptional mechanical strength, elevated temperature resistance, chemical resistance, electrical insulation and flame resistance.

Meter Battery

The battery must last fifteen to twenty years to minimize maintenance visits and ensure the ingress protection (IP) class as the battery should not need to be replaced. The meter will provide a low battery warning on the display in accordance with AWWA C715 operating guidelines and will be transmitted as an alert to the system at least six months in advance of expiration.

Meter Flow and Validation

Maximum permissible error should fall in accordance with AWWA C715-18 operating guidelines +-1.5% in normal flow range and +- 3% for low flow ranges, +/- 5% for extended low flow ranges. Starting flows on 5/8" meters will start measuring as low as 0.01 gallons per minute (GPM).

All meters should have the ability to log a total of historic volumes, by flow rate, to validate flows and serve as a tool for meter right sizing and understanding how much low flow was captured at various flow rates.

Meter Approvals, Certifications and Standards and Ratings

The meter should be approved according to Drinking Water Standards and certified to NSF/ANSI 61.

The meter should fully comply with AWWA C715-18 guidelines.

The meter must be able to be fully submerged and IP tested.

The manufacturing and testing process should be highly automated and only use materials approved for drinking water. Meters should be disinfected before shipment and hygienically controlled through frequent audits from external, accredited laboratories.

The meter should document high reusability and low environmental impact, including recycling measures.

All radio communication should comply with relevant FCC rules, including Part 15 which governs the operation of radio frequency devices.

Responders must supply annual failure rate of all produced meters, in writing, from the manufacturer.

Meter Production Verification and Calibration Quality

Proposers must provide documented failure rates for the meter as part of their submission. The failure rates should also be provided on the manufacturer's official letterhead. This documentation is essential to evaluate the equipment's reliability, durability and long-term operation. The Utility will use these failure rates as part of the evaluation criteria to assess the long-term viability and maintenance costs associated with the proposed system, ensuring that only high-quality and dependable components are selected for the project.

Meter Radio Frequency Communications Module

The meter must be rated, and submersible suited for installation in flooded meter pits or vaults.

The proposed meters should be capable of both AMI and AMR communication modes, operating within the unlicensed MHz frequency band for mobile drive by operation and operating on the licensed frequency band to provide wide

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ranging radio coverage and signal propagation.

Meter Data Logging
The proposed meter must be able to store consumption data in its onboard nonvolatile memory, easily retrievable using a wirelessly connected handheld device. Data logs will provide 90 days of daily readings, and an alert/info codes triggered such as leak, burst, dry pipe, reverse flow, tamper, overflow and battery capacity. Logged hourly and daily usage data should be available for analysis on either the mobile device or on the headend system using the meter data management software (MDM) interface.

Meter Data Options
To support custom configurations changes for leak, and burst trigger thresholds or changing of the meter's transmission interval, the proposed meter should allow over the air reprogramming. Firmware updates should also be permissible over the network without having to gain physical access to the meter. Reprogramming capabilities should allow for batch commands over groups of meters.

The standard meter transmission interval (i.e. when data packets are uploaded from each meter to the head end server, will occur daily two to three times per day and consist of hourly read values).

The proposed meter shall be capable of delivering near real time, customer-side events such as:

Leak: Continuous flow for the past 24 hours

Reverse Flow: Indicating water is running in the opposite direction of normal flow. Reverse flow should be logged in a separate internal register.

Tamper: Indication that electronics or meter has been compromised.

Meter Register
The proposed meter should include an easily readable LCD screen including nine-digit resolution, unit of measure, billable digits for reference, all active alert codes (i.e. leak, reverse, tamper, low battery) radio off, visual flow indicator and flow rate. Display resolution shall be configurable upon order an d may be changed after shipment. Display resolution will have no effect on digits provided for billing; however, billing digits are referenced on the display. Meter serial number will be barcoded and numerically visible on the register face, as well as meter size, identification, NSF compliance, production year, and maximum operating pressure.

Meter Installation
The proposed meter may be installed at any angle and position with no minimum straight pipe requirements to meet applicable AWWA accuracy standards. The meter should allow an external antenna to be mounted when required for weak signal mitigation.

When the meter is installed, the use of a mobile device and native software application should confirm that the meter's signal is being received by one or more data collectors and verify the signal strength to determine whether the installation is acceptable before leaving the installation site.

Meter Operation –Maximum Pressure
The proposed meter should be able to operate accurately under a maximum pressure of 250 PSI for meter sizes 1" and smaller and 300 PSI for meter sizes to 1.5 "to 10".

No Guarantee of Volume, Usage or Compensation. Any awarded Contract is subject to appropriations and the continuing availability of funds.

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335 Centennial Pkwy, Ste C | Louisville, CO 80027
303.449.8833 | metron-us.com

March 11, 2025

Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock

**RE: Best and Final Offer (BAFO) — RFP 26-19282-MA Hydrant Meters**

Dear Ms. Alvarez,

Thank you for the opportunity to submit our Best and Final Offer in response to your request dated March 9, 2025. Metron is pleased to present the following revised pricing for RFP 26-19282-MA.

After careful review of our initial proposal, we are happy to offer the following price reductions to enhance the value of our Hydrant metering offer:

- Hydrant Meter Unit Price: Reduced by $50.00 per unit (Revised unit price: **$1,250.00**)
- GPS Unit Price (optional): Reduced by $50.00 per unit (Revised unit price: **$350.00**)

All other terms, conditions, and specifications set forth in our original proposal remain unchanged. Metron remains fully committed to delivering a best-in-class Hydrant meter and AMI system solution that meets the City's operational needs and long-term goals. Please also note that this price includes unlimited software access and unlimited training/support.

We appreciate the City of Lubbock's consideration of our proposal and remain confident in our ability to provide exceptional products and service. Should you have any questions or require additional information, please do not hesitate to contact me directly.

Sincerely,



**Matt Kosorok**
Metron Farnier, LLC
Phone: 720.670.4849
Email: mkosorok@metronfarnier.com

Docusign Envelope ID: 19D87F3F-C4E2-44EA-B8FE-E51ACCE84C23

| Fire Hydrant Meter with Cellular Advanced Metering Technology Price Proposal | | | | | | | |
|---|---|---|---|---|---|---|---|
| Success: All values provided | Bid | #3-1 | 3" Fire Hydrant Meter with couplings | 200 | $ 1,250.00 | $ 250,000.00 | Includes 3-years of prepaid cellular connectivity |
| Success: All values provided | Bid | #3-2 | Cellular Service - Automated Meter Reading | 200 | $ 0.00 | $ 0.00 | Included in bundle pricing |
| Success: All values provided | Bid | #3-3 | Meter Data Management Software (i.e. meter data, consistency) | 1 | $ 0.00 | $ 0.00 | Included in bundle pricing |
| Success: All values provided | Bid | #3-4 | Software System Training (i.e. up to 5 days) | 1 | $ 0.00 | $ 0.00 | Included in bundle pricing |
| Success: All values provided | Bid | #3-5 | Integration into Oracle Customer (CCS) Billing System | 1 | $ 0.00 | $ 0.00 | Included in bundle pricing |
| Success: All values provided | Bid | #3-6 | Global Positioning System (GPS) | 1 | $ 350.00 | $ 350.00 | OPTIONAL- Includes 3 years of GPS connectivity |
| Basket Total | | | | | | $ 250,350.00 | |
| Grand Total | | | | | | $ 250,350.00 | |
| | | | | Cellular connectivity not to exceed $7.50 annually per meter starting year 4 | | | |
| | | | | GPS connectivity not to exceed $35 annually per meter starting year 4 | | | |

Docusign Envelope ID: 19D87F3F-C4E2-44EA-B8FE-E51ACCE84C23

# 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):

| | |
|---|---|
| Liability Insurance | |
| **Commercial General Liability**<br>(To include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).) | $1,000,000 per Occurrence /<br>$2,000,000 Aggregate<br>**Additional Insured required*<br>**Waiver of Subrogation required* |
| Automobile Liability Insurance | |
| **Commercial Auto Liability**<br>(Any auto, including hired, and non-owned autos) | $1,000,000 Combined Single Limit<br>**Additional Insured required*<br>**Waiver of Subrogation required* |
| Workers' Compensation Insurance | |
| **Workers' Compensation**<br>**Employer's Liability** | Statutory Limit<br>$1,000,000 per Occurrence<br>$1,000,000 Disease – Each Employee<br>$1,000,000 Disease – Policy Limit<br>**Waiver of Subrogation required* |
| Cyber Liability | $1,000,000 Occurrence /<br>$2,000,000 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.

Docusign Envelope ID: 19D87F3F-C4E2-44EA-B8FE-E51ACCE84C23

**IMPORTANT: POLICY ENDORSEMENTS**

The Contractor will provide certificates of insurances and endorsements required by this Agreement providing evidence that the insurance required herein is in full force and effect.

**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;

c. Provide for notice to the City at the address shown below by 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.

# 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. 19282 for Ultrasonic Meters, AMI Meters and Fire Hydrant Meters, by and between the City of Lubbock and Ferguson Enterprises, LLC dba Ferguson Waterworks of Newport News, VA, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

**Passed by the City Council on _____.**

_____
**MARK W. MCBRAYER, MAYOR**

**ATTEST:**

_____
Courtney Paz, City Secretary

**APPROVED AS TO CONTENT:**

_____
Erik Rejino, Assistant City Manager

**APPROVED AS TO FORM:**

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Serv Contract – Ferguson Enterprises, LLC.
March 9, 2026

Docusign Envelope ID: 15D3FAD8-618B-4AE1-BE0F-838B29DD22D3

Contract 19282

**City of Lubbock, TX**
**RFP 26-19282-MA Ultrasonic Meters and AMI Meters & Fire Hydrant Meters**

**Agreement**

This Service Agreement (this "Agreement") is entered into as of the ___day of _____**2026** ("Effective Date") by and between Ferguson Enterprises, LLC dba Ferguson Waterworks **(**the Contractor), and the City of Lubbock (the "City").

**RECITALS**

**WHEREAS**, the City issued Request for Proposals RFP 26-19282-MA for Ultrasonic Meters, AMI Meters, and Fire Hydrant Meters; and

**WHEREAS**, the proposal submitted by the Contractor has been selected as the proposal that best meets the needs of the City for these services; and

**WHEREAS**, the Contractor desires to perform as an independent contractor to provide Ultrasonic Meters, AMI Meters, and Fire Hydrant Meters in accordance with the terms and conditions set forth in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Proposal including 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.

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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 choose 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.

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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

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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.

Docusign Envelope ID: 15D3FAD8-618B-4AE1-BE0F-838B29DD22D3

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

2.20 Indemnify. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

**-----INTENTIONALLY LEFT BLANK-----**

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**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

_____

Mark McBrayer, Mayor

ATTEST:

_____

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Signed by:
1B58B88CDD1C48F...

Walter "Buzz" Pishkur, Interim Utilities Director

APPROVED AS TO FORM

Signed by:
D3F0A0C092EE46C...

Matt Wade, City Attorney

CONTRACTOR
Ferguson Enterprises, LLC dba Ferguson Waterworks

BY: Signed by:
55393C13988D4C5...

Authorized Representative

Zeb Wright Sales Manager

Print Name/Title

Docusign Envelope ID: 15D3FAD8-618B-4AE1-BE0F-838B29DD22D3



# City of Lubbock, TX
# RFP 26-19282-MA
## Ultrasonic Meters Products & Services
## & Fire Hydrant Meters

## GENERAL REQUIREMENTS

### 1. INTENT

In 2019, the City of Lubbock Water Utilities (City) implemented an advanced water metering infrastructure (AMI). Currently, the City has over 102,000 metering connections and the City limits is approximately 143 square miles with anticipated future population growth averaging nearly 3% annually. The new ultrasonic meters have shall be tested by the manufacturer and are fully compatible with existing Itron AMI infrastructure technology and includes connectors, cables, and configuration required to interface seamlessly with Oracle Field Service and Customer Cloud Service.

The City is issuing a request for proposals (RFP), to contract with the vendor to procure ultrasonic water meters. The initiative aims to ensure the effective management and distribution of water resources within the City, aligning with the mission to provide essential services to the community. The City is looking to upgrade the current positive displacement water meter to ultrasonic. The will include Qualified vendors are invited to submit comprehensive proposals that demonstrate their capability to supply these specialized water metering technologies. The procurement is comprehensive meter installs and replacement project, with an integration requirement with existing municipal water infrastructure.

The proposed water metering equipment shall include advanced utility tools that will help achieve these objectives:

- Optimize revenue and improve water accountability through sustained long-term meter accuracy, improved low flow capture performance, and metering analysis.
- Provide timely and accurate usage information that can be used to improve customer service, support transparent billing, and reduce adjustments on water bills with the option to educate customers on their usage behaviors, which proactively address customer-side issues.
- Become more proactive in managing the distribution system through gains in operational efficiency, reduced emergency calls and truck rolls, and more by utilizing solid advanced metering network.
- Reduce installation time and maintenance complexity by having integrated components for meter reading, elimination multiple devices, cables, retrofitted radio endpoints with wired connections or plumbing modifications in the meter pit.
- Minimize the total cost of ownership, including labor maintenance cost by using a reliable product, documented performance quality, anchored by a strong product warranty and various resources.

| **Ultrasonic Meters** | | |
|---|---|---|
| **Meter Size** | **Quantity** | **Basis of Specification** |
| 1” | 675 quarterly | Stainless Steel Ultrasonic Water Meter |
| 2” | 100 quarterly | Stainless Steel Ultrasonic Water Meter |
| 3” | 50 quarterly | Stainless Steel Ultrasonic Water Meter |
| 4” | 50 annually | Stainless Steel Ultrasonic Water Meter |
| 6” | 5 annually | Stainless Steel Ultrasonic Water Meter |

Docusign Envelope ID: 15D3FAD8-618B-4AE1-BE0F-838B29DD22D3

| | | |
|---|---|---|
| 8” | 5 annually | Stainless Steel Ultrasonic Water Meter |
| 10” | 2 annually | Stainless Steel Ultrasonic Water Meter |

| **Fire Hydrant Meter with Cellular Advanced Metering Technology** | |
|---|---|
| Quantity | Product Description |
| 200 | 3" Fire Hydrant Meter with couplings |
| 200 | Cellular Service - Automated Meter Reading |
| 1 | Meter Data Management Software (i.e. meter data, consistency) |
| 1 | Software System Training (i.e. up to 5 days) |
| 1 | Integration into Oracle Customer (CCS) Billing System |
| 1 | Global Positioning System (GPS) |

**Scope of Work**

- On an annual bases we replace and install new meter sets with integrated radio, antenna, which offers easy installation for our water personnel, reduced labor costs, reduced ongoing maintenance and a lower potential for tampering.
- Include an experience project manager to lead all activities related to the project communications, network, equipment, purchase orders, delivery, operation and other key processes through purchasing, deliverables and services.
- Offer meter training for all utility personnel

**Vendor Qualifications and Experience**

Solution Provider Technical Experience

The proposed solution provider must have at least 20 years of experience water metering manufacturing.

**Solution Provider Qualifications**

The proposed solution provider should have longevity for water metering or similar for their meter manufacturing and testing facilities.

**System References**

Proposers shall include at least three utility references for the same size or larger, who deployed the proposed solution in the past five years. Must include reference name total quantity of meters, date of project, percentage of reads over the past 6 months, contact name and contact e-mail address, and contact telephone number.

**Technical Specifications**

Meter Specification

All water meters must use ultrasonic, solid state measuring technology with no moving parts to ensure accuracy over the lifetime of the meter. The meter should be resistant to wear and impurities in the water. Additionally, the meters must have a maximum pressure rating of 250 psi to meet the performance requirements in high–pressure environments. All sensors and electronics should be designed so that they are fully protected against internal and external penetration of fluid. The meters should be hermetically and vacuum-sealed to prevent humidity from entering the electronics and avoid condensation forming between the glass and LCD screen. Meters shall be delivered in airtight packaging to reduce the potential of bacteria forming after factory testing.

Meters must be made available in either composite or stainless-steel housings that incorporate design features that help prevent cross-threading during installation. There needs to be a brass or bronze inlet and outlet on the meter body.

Docusign Envelope ID: 15D3FAD8-618B-4AE1-BE0F-838B29DD22D3

For composite bodied meters, the meter housing and measuring tube must be constructed of durable, environmentally friendly, lead-free thermoplastic polyphenylene sulfide reinforced with fiberglass. The composite meters must offer exceptional mechanical strength, elevated temperature resistance, chemical resistance, electrical insulation and flame resistance.

Meter Battery

The battery must last fifteen to twenty years to minimize maintenance visits and ensure the ingress protection (IP) class as the battery should not need to be replaced. The meter will provide a low battery warning on the display in accordance with AWWA C715 operating guidelines and will be transmitted as an alert to the system at least six months in advance of expiration.

Meter Flow and Validation

Maximum permissible error should fall in accordance with AWWA C715-18 operating guidelines +-1.5% in normal flow range and +- 3% for low flow ranges, +/- 5% for extended low flow ranges. Starting flows on 5/8" meters will start measuring as low as 0.01 gallons per minute (GPM).

All meters should have the ability to log a total of historic volumes, by flow rate, to validate flows and serve as a tool for meter right sizing and understanding how much low flow was captured at various flow rates.

Meter Approvals, Certifications and Standards and Ratings

The meter should be approved according to Drinking Water Standards and certified to NSF/ANSI 61.

The meter should fully comply with AWWA C715-18 guidelines.

The meter must be able to be fully submerged and IP tested.

The manufacturing and testing process should be highly automated and only use materials approved for drinking water. Meters should be disinfected before shipment and hygienically controlled through frequent audits from external, accredited laboratories.

The meter should document high reusability and low environmental impact, including recycling measures.

All radio communication should comply with relevant FCC rules, including Part 15 which governs the operation of radio frequency devices.

Responders must supply annual failure rate of all produced meters, in writing, from the manufacturer.

Meter Production Verification and Calibration Quality

Proposers must provide documented failure rates for the meter as part of their submission. The failure rates should also be provided on the manufacturer's official letterhead. This documentation is essential to evaluate the equipment's reliability, durability and long-term operation. The Utility will use these failure rates as part of the evaluation criteria to assess the long-term viability and maintenance costs associated with the proposed system, ensuring that only high-quality and dependable components are selected for the project.

Meter Radio Frequency Communications Module

The meter must be rated, and submersible suited for installation in flooded meter pits or vaults.

The proposed meters should be capable of both AMI and AMR communication modes, operating within the unlicensed MHz frequency band for mobile drive by operation and operating on the licensed frequency band to provide wide

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ranging radio coverage and signal propagation.

Meter Data Logging
The proposed meter must be able to store consumption data in its onboard nonvolatile memory, easily retrievable using a wirelessly connected handheld device. Data logs will provide 90 days of daily readings, and an alert/info codes triggered such as leak, burst, dry pipe, reverse flow, tamper, overflow and battery capacity. Logged hourly and daily usage data should be available for analysis on either the mobile device or on the headend system using the meter data management software (MDM) interface.

Meter Data Options
To support custom configurations changes for leak, and burst trigger thresholds or changing of the meter's transmission interval, the proposed meter should allow over the air reprogramming. Firmware updates should also be permissible over the network without having to gain physical access to the meter. Reprogramming capabilities should allow for batch commands over groups of meters.

The standard meter transmission interval (i.e. when data packets are uploaded from each meter to the head end server, will occur daily two to three times per day and consist of hourly read values).

The proposed meter shall be capable of delivering near real time, customer-side events such as:

Leak: Continuous flow for the past 24 hours

Reverse Flow: Indicating water is running in the opposite direction of normal flow. Reverse flow should be logged in a separate internal register.

Tamper: Indication that electronics or meter has been compromised.

Meter Register
The proposed meter should include an easily readable LCD screen including nine-digit resolution, unit of measure, billable digits for reference, all active alert codes (i.e. leak, reverse, tamper, low battery) radio off, visual flow indicator and flow rate. Display resolution shall be configurable upon order an d may be changed after shipment. Display resolution will have no effect on digits provided for billing; however, billing digits are referenced on the display. Meter serial number will be barcoded and numerically visible on the register face, as well as meter size, identification, NSF compliance, production year, and maximum operating pressure.

Meter Installation
The proposed meter may be installed at any angle and position with no minimum straight pipe requirements to meet applicable AWWA accuracy standards. The meter should allow an external antenna to be mounted when required for weak signal mitigation.

When the meter is installed, the use of a mobile device and native software application should confirm that the meter's signal is being received by one or more data collectors and verify the signal strength to determine whether the installation is acceptable before leaving the installation site.

Meter Operation –Maximum Pressure
The proposed meter should be able to operate accurately under a maximum pressure of 250 PSI for meter sizes 1" and smaller and 300 PSI for meter sizes to 1.5 "to 10".

No Guarantee of Volume, Usage or Compensation. Any awarded Contract is subject to appropriations and the continuing availability of funds.

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FERGUSON WATERWORKS

# City of Lubbock, TX

## Best and Final Offer

**Due:**
March 11, 2026

**Prepared By:**
**David Rhone**
Utility Solutions Specialist
**Ferguson Waterworks | Intelligent Utility Solutions**
E: David.Rhone1@Ferguson.com
P: (682) 789-3698



Docusign Envelope ID: 15D3FAD8-618B-4AE1-BE0F-838B29DD22D3

March 11, 2026

Ferguson Enterprises, LLC
dba Ferguson Waterworks
751 Lakefront Commons
Newport News, VA 23606

City of Lubbock
Attn: Marta Alvarez
1314 Avenue K, 9th Floor
Lubbock, TX 79401

Dear City of Lubbock Project Stakeholders,

Thank you for the opportunity to submit the Best and Final Offer regarding RFP 26-19282- MA Ultrasonic Meters, Products and Services. No team is as uniquely positioned to provide the Utility with continuous, localized support as Ferguson. We are the only performance distributor that has made a multimillion-dollar investment in a dedicated Intelligent Utility Solutions (IUS) group to ensure your success. **Our team has carefully reviewed the attached and revised Primary Responses Workbook, and the contents provided in our proposal due on January 22, 2026, are true, accurate, and complete with descriptions of our offering.** Ferguson and our partners meet and exceed the minimum qualifications and requirements**,** and we're excited to showcase our offering for the City of Lubbock, TX.

Sincerely,

**Zeb Wright**
Sales Manager – Intelligent Utility Solutions
Ferguson Waterworks
E: Zeb.Wright@Ferguson.com
P: 214-690-3604

Docusign Envelope ID: 15D3FAD8-618B-4AE1-BE0F-838B29DD22D3

## Ultrasonic Meters Price Proposal

| | | | | | | |
|---|---|---|---|---|---|---|
| Success: All values provided | Bid | #1-1 | 1" Meter Size - 675 Quarterly | 675 | $ 228.00 | $ 153,900.00 |
| Success: All values provided | Bid | #1-2 | 1 1/2 Meter Size - 50 Quarterly | 50 | $ 590.00 | $ 29,500.00 |
| Success: All values provided | Bid | #1-3 | 2" Meter Size - 100 Quarterly | 100 | $ 737.00 | $ 73,700.00 |
| Success: All values provided | Bid | #1-4 | 3" Meter Size - 50 Quarterly | 50 | $ 1,158.00 | $ 57,900.00 |
| Success: All values provided | Bid | #1-5 | 4" Meter Size - 50 Annually | 50 | $ 1,358.50 | $ 67,925.00 |
| Success: All values provided | Bid | #1-6 | 6" Meter Size - 5 Annually | 5 | $ 3,734.00 | $ 18,670.00 |
| Success: All values provided | Bid | #1-7 | 8" Meter Size - 2 Annually | 5 | $ 5,543.25 | $ 27,716.25 |
| Success: All values provided | Bid | #1-8 | 10" Meter Size - 2 Annually | 2 | $ 6,587.00 | $ 13,174.00 |
| Basket Total | | | | | | $ 442,485.25 |

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# 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):

| | |
|---|---|
| Liability Insurance | |
| **Commercial General Liability**<br>(To include Products – Completion/OP,<br>Personal and Advertising Injury,<br>Contractual Liability, Fire Damage (any one fire),<br>and Medical Expenses (any one person).) | $1,000,000 per Occurrence /<br>$2,000,000 Aggregate<br>**Additional Insured required*<br>**Waiver of Subrogation required* |
| Automobile Liability Insurance | |
| **Commercial Auto Liability**<br>(Any auto, including hired, and<br>non-owned autos) | $1,000,000 Combined Single Limit<br>**Additional Insured required*<br>**Waiver of Subrogation required* |
| Workers' Compensation Insurance | |
| **Workers' Compensation**<br>**Employer's Liability** | Statutory Limit<br>$1,000,000 per Occurrence<br>$1,000,000 Disease – Each Employee<br>$1,000,000 Disease – Policy Limit<br>**Waiver of Subrogation required* |
| Professional Liability | $1,000,000 Occurrence /<br>$2,000,000 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.

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**IMPORTANT: POLICY ENDORSEMENTS**

The Contractor will provide certificates of insurances and endorsements required by this Agreement providing evidence that the insurance required herein is in full force and effect.

**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;

c. Provide for notice to the City at the address shown below by mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

**NOTICES**

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

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

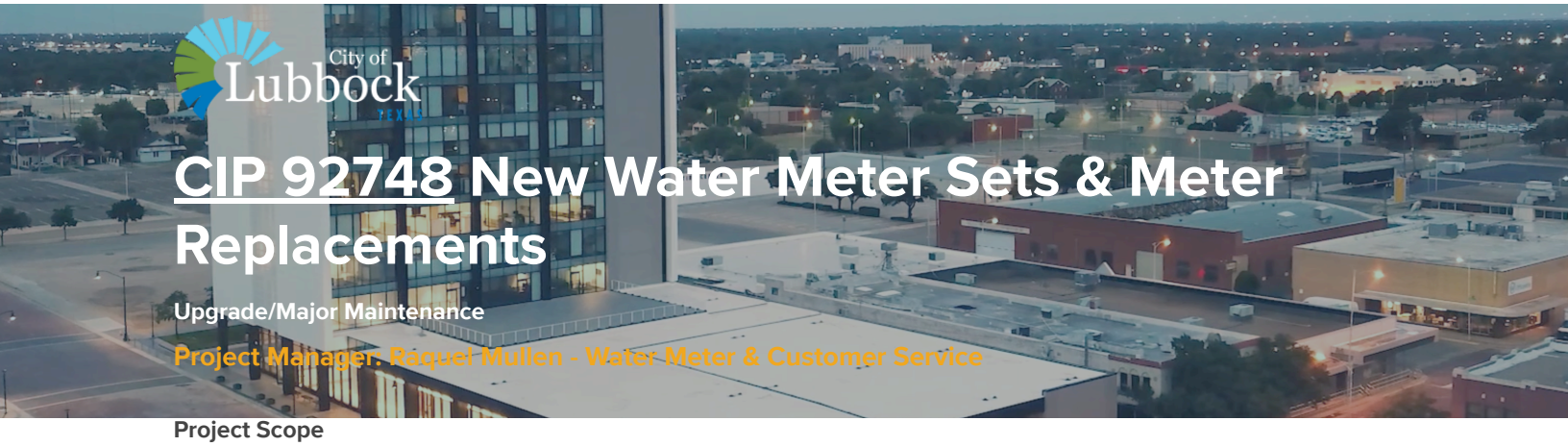
Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock
1314Avenue K, 9th Floor
Lubbock, Texas 79401

Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

**City of Lubbock, TX**
**Capital Project**
**Project Cost Detail**
**March 24, 2026**

| | |
|---|---|
| Capital Project Number: | 92748 |
| Capital Project Name: | New Water Meter Sets and Meter Replacements |

| | 92748 Budget |
|---|---|
| *Encumbered/Expended* | |
| Original Master Meter, Inc. Contract (AMI Meters) | 2,389,451 |
| Itron, Inc. (AMI Connected Grid Routers and Endpoints) | 1,640,237 |
| Premier Waterworks (Fire Hydrant Meters) | 47,485 |
| Ratliff Utilities of Waxahachie, TX | 249,063 |
| Blue Sky Plumbing of Lorenzo, Texas | 543,773 |
| Blue Sky Plumbing of Lorenzo, Texas (amendment) | 56,525 |
| | |
| *Agenda Item March 24,2026* | |
| Metron Farnier AMI Fire Hydrant Meters | 260,400 |
| Ferguson Waterworks Ultrasonic Water Meters | 446,561 |
| Itron, Inc AMI Endpoints | 1,318,200 |
| ***Encumbered To Date*** | 6,951,695 |
| | |
| *Estimated Costs for Remaining Appropriation* | |
| Future Water Meters Sets and Replacements | 1,000,000 |
| Future Cellular Advanced Metering Infrastructure | 2,750,000 |
| Future Advanced Metering Infrastructure Fire Hydrant Meters | 600,000 |
| Blue Sky Plumbing of Lorenzo, Texas | 400,000 |
| ***Remaining Appropriation*** | 818,580 |
| | |
| **Total Appropriation** | 12,520,275 |



# CIP 92748 New Water Meter Sets & Meter Replacements

**Upgrade/Major Maintenance**

**Project Manager: Raquel Mullen - Water Meter & Customer Service**

## Project Scope

This project consists of the acquisition and installation of new meter equipment, existing meter equipment replacement, cellular communication devices, and subcontractor services related to changing out the remaining analog meters to Advanced Metering Infrastructure (AMI). The main equipment components included in this project are the AMI compatible brass meter and communication device module that collects the data from the meter to be sent remotely to the connected grid router. AMI is an integrated system of advanced meters, communications networks, and data management systems that enable two-way communication between the utility and the customer's meter device. AMI allows City personnel remote access for each metered connection in the water distribution system and supplies information such as consumption, potential leakage, potential tampering, and backflow events continuously. Cellular devices and other AMI equipment must be installed in the growing areas of new developments and annexations of the city to perpetuate the AMI system. The AMI contractor returned 5% of the water meters for the Water Utility to replace the analog meters with AMI compatibility. Although city water technicians have changed out 1,540 of the analog meters there were 2,300 meters that needed to be replaced. To expedite the conversion of the remaining meters, a subcontractor was awarded a contract to complete the remaining analog meters. The subcontractor has completed 2,238 analog meter changeouts which leaves 57 remaining to be completed within 12 months. The water system AMI includes brass meters, communication device modules, and connected grid routers (CGR). Water meters measure the volume of water used. The endpoint communication device module collects the water use volume read and transfers the data from the meter to the CGR every 60 minutes; then, continues to the head-end system. CGRs are components of the field area network, which provides distribution automation and remote workforce automation that pushes metering read data to the head-end system. The head-end system is hardware, and software, that receives the stream of meter data brought back to the utility through the AMI.

The water only territory needs a self-sustaining AMI system. The past annual growth rate was 2%. New development is sporadic which is not conducive for connected grid routers which are impractical and not cost effective. City staff obtained a new product, cellular communication device, that will streamline operations and customer billing. In this effort, the remaining funds are sufficient for the upcoming year, and no additional funds will be requested for this fiscal year.

## Project Justification

This project is an installation and maintenance program for our water infrastructure. Installing and maintaining water Advanced Metering Infrastructure (AMI) equipment is critical to generating the revenue necessary to operate. This includes both new and existing equipment replacements. AMI equipment is more expensive than the previous analog meters and there is additional equipment associated with the meter. As new residential and commercial development continues to expand, new equipment needs to be installed at all premises that request the City's water service. The customer making the request pays for the new meter and associated components. Revenues generated from new installations cover the cost and the City's staff time. Existing equipment replacements occur at current premises and new developments. The replacements are due to damage or malfunction of equipment.

## Project Highlights

**Council Priorities Addressed:**
Growth and Redevelopment

## Project History

- FY 2021-22 $1,800,000 appr. by Ord. 2021-O0126
- FY 2021-22 $720,275 appr. by BCR 2022-14
- FY 2022-23 $2,750,000 appr. by Ord. 2022-O0136
- FY 2023-24 $2,300,000 appr. by Ord. 2023-O0108
- FY 2024-25 $2,415,000 appr. by Ord. 2024-O0128
- FY 2025-26 $2,535,000 appr. by Ord. 2025-O0112

## Project Dates

The work for this on-going contractor to complete the remaining advanced metering infrastructure is as follows:
Bid Date: 01/17/2023
Award Date: 03/22/2023
Project Start Date: 05/09/2023
Project End Date: 05/09/2027

## Project Location

Citywide

## Project Appropriations

| | Appropriation to Date | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget | 2030 - 31 Budget | 2031 - 32 Budget |
|---|---|---|---|---|---|---|---|
| **Construction** | $12,520,275 | $2,660,000 | $2,795,000 | $2,935,000 | $3,060,000 | $3,185,000 | $0 |
| **TOTAL** | **$12,520,275** | **$2,660,000** | **$2,795,000** | **$2,935,000** | **$3,060,000** | **$3,185,000** | **$0** |

## Project Funding

| | Funding to Date | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget | 2030 - 31 Budget | 2031 - 32 Budget |
|---|---|---|---|---|---|---|---|
| **Water/Wastewater Fund Cash** | $12,520,275 | $2,660,000 | $2,795,000 | $2,935,000 | $3,060,000 | $3,185,000 | $0 |
| **TOTAL** | **$12,520,275** | **$2,660,000** | **$2,795,000** | **$2,935,000** | **$3,060,000** | **$3,185,000** | **$0** |

## Operating Budget Impacts

| | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget | 2030 - 31 Budget |
|---|---|---|---|---|---|
| **Consumable Supplies** | $719,340 | $796,320 | $873,300 | $950,280 | $1,027,260 |
| **TOTAL** | **$719,340** | **$796,320** | **$873,300** | **$950,280** | **$1,027,260** |

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AI# 14200
Regular City Council Meeting 6. 16.
04/14/2026:

## Information

### Agenda Item

**Ordinance 1st Reading - Public Works Traffic Operations**: Consider an ordinance amending Section 20.05.102 of the City of Lubbock Code of Ordinances, with regard to the establishment of speed limits, to change the speed limits on the Loop 88 Main Lanes and Frontage Roads; Indiana Avenue, from 114th Street to 135th Street; and Quaker Avenue from 102nd Street to 140th Street.

### Item Summary

The Traffic Management Department utilizes the Federal Highway Administration's USLIMITS2 System to assist in speed limit designs. This engineering tool considers many factors, such as roadway design speeds, crash rates, speed studies, and the number of adjacent approaches to develop an appropriate speed limit recommendation for roadway segments.

1. Quaker Avenue was analyzed in segments from 102nd Street to 140th Street, as well as the entire corridor, to obtain the speed limit recommendation in this agenda item, a change from 50 mph to 45 mph.
2. Indiana Avenue was analyzed in segments from 114th Street to 135th Street, as well as the entire corridor, to obtain the speed limit recommendation in this agenda item, a change from 50 mph to 45 mph.
3. Loop 88 main lane and frontage road speed limit recommendations are based on the Engineering Design speed, 65 mph for main lanes and 50 mph for frontage roads.

These recommendations were presented and approved at the Citizens Traffic Commission on March 17, 2026.

### Fiscal Impact

None

### Staff/Board Recommending

Erik Rejino, Assistant City Manager
David Bragg, P.E., Division Director of Public Works
Citizens Traffic Commission

## Attachments

Ordinance Amendment
Summary of Proposed Changes
Map of Proposed Changes

**ORDINANCE NO._____**

AN ORDINANCE AMENDING SECTION 20.05.102 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO THE ESTABLISHMENT OF SPEED LIMITS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interests of the health, safety and welfare of the citizens of the City of Lubbock to make the following amendment to Section 20.05.102 of the Code of Ordinances of the City of Lubbock, Texas in order to reflect a recent speed limit change; NOW THEREFORE:

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

SECTION 1. Section 20.05.102, Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 20.05.102. Limits on specific Streets, Highways, etc., and portions thereof.

Pursuant to the provisions of Section 20.05.101, speed limits for specific streets, roads, highways and other vehicle ways and portions thereof within the city limits shall be as follows:

| Line Item | Lubbock Street Name (TxDOT Name) | Travel Direction | Speed Limit Description | Speed |
|---|---|---|---|---|
| 1. | East 4th Street (FM 40) | West Only | From the Easternmost City Limits to 60 ft. West of Linden Ave. | 50 |
| 2. | East 4th Street (FM 40) | West Only | From 60 ft. West of Linden Ave. to 0.2 mi. East of Idalou Road (US 62) | 55 |
| 3. | East 4th Street (FM 40) | East Only | From 0.2 mi. East of Idalou Road to the Easternmost City Limits | 50 |
| 4. | East 4th Street (FM 40) | East & West | From 0.2 mi. East of Idalou Road (US 62) to Idalou Road (US 62) | 40 |
| 5. | 4th Street (FM 2255) | East & West | From Elgin Ave. to 0.1 mi East of Toledo Ave. | 50 |
| 6. | 4th Street (FM 2255) | East & West | From 0.1 mi East of Toledo Ave. to 200 ft. West of Homestead Ave. | 45 |
| 7. | 4th Street (FM 2255) | East & West | From 200 ft. West of Homestead Ave. to 486 ft. East of Quincy Ave. | 50 |
| 8. | 4th Street (FM 2255) | East & West | From 486 ft. East of Quincy to 0.292 mi. East of Inler Ave (FM 179) | 60 |
| 9. | 4th Street (FM 2255) | East & West | From 0.292 mi. East of Inler Ave (FM 179) to 0.3 mi. East of Research Blvd. (Spur 309) | 55 |
| 10. | 4th Street (FM 2255) | East & West | From 0.3 mi. East of Research Blvd. (Spur 309) to Research Blvd. (Spur 309) | 50 |
| 11. | East 19th Street | East & West | From the Easternmost City Limits to East Loop 289 | 35 |
| 12. | East 19th Street | East & West | From East Loop 289 to Guava Ave. | 40 |
| 13. | East 19th Street (US 62, SH 114) | West Only | From M. L. King, Jr. Blvd. to Canyon Lake Drive | 45 |
| 14. | East 19th Street (US 62, SH 114) | West Only | From Canyon Lake Drive to 80 ft. West of Birch Ave. | 50 |

| Line Item | Lubbock Street Name (TxDOT Name) | Travel Direction | Speed Limit Description | Speed |
|---|---|---|---|---|
| 15. | East 19th Street (US 62, SH 114) | West Only | From 80 ft. West of Birch Ave. to Avenue A | 35 |
| 16. | East 19th Street (US 62, SH 114) | East Only | From Avenue A to Weber Drive | 35 |
| 17. | East 19th Street (US 62, SH 114) | East Only | From Weber Drive to M. L. King, Jr. Blvd. | 50 |
| 18. | East 19th Street (US 62, SH 114) | East & West | From Avenue A to Canton Ave. | 35 |
| 19. | East 19th Street (US 62, SH 114) | East & West | From Canton Ave. to Memphis Ave. | 40 |
| 20. | 19th Street (SH 114) | East & West | From Memphis Ave. to West Loop 289 | 45 |
| 21. | 19th Street (SH 114) | East & West | From West Loop 289 to Juneau Ave. | 50 |
| 22. | 19th Street (SH 114) | East & West | From Juneau Ave. to Yuma Ave. | 55 |
| 23. | 19th Street (SH 114) | East & West | From Yuma Ave. to the Westernmost City Limits | 60 |
| 24. | 21st Street | East & West | From Joliet Ave. to Louisville Ave. | 20 |
| 25. | East 34th Street | East & West | From M L King, Jr. Blvd. to Avenue A | 40 |
| 26. | 34th Street | East & West | From Avenue A to Interstate 27 | 40 |
| 27. | 34th Street | East & West | From Interstate 27 to Slide Road | 35 |
| 28. | 34th Street | East & West | From Marsha Sharp Freeway (US 62/82) to Elkhart Ave. | 35 |
| 29. | 34th Street | East & West | From Elkhart Ave. to Iola Ave. | 40 |
| 30. | 34th Street | East & West | From Iola Ave. to the Westernmost City Limits | 45 |
| 31. | East 50th Street (FM 835) | West Only | From the Easternmost City Limits to East Loop 289 | 60 |
| 32. | East 50th Street (FM 835) | West Only | From East Loop 289 to 0.15 mi. East of Guava Ave. | 55 |
| 33. | East 50th Street (FM 835) | East Only | From 0.15 mi. East of Guava Ave. to the Easternmost City Limits | 55 |
| 34. | East 50th Street (FM 835) | East & West | From 0.15 mi. East of Guava Ave. to Avenue A | 45 |
| 35. | East 50th Street (FM 835) | East & West | From Avenue A to Interstate 27 | 40 |
| 36. | 50th Street | East & West | From Interstate 27 to Frankford Ave. | 40 |
| 37. | 50th Street | East & West | From Milwaukee Ave. to Upland Ave. | 45 |
| 38. | 50th Street | East & West | From Upland Ave. to Westernmost City Limits | 50 |
| 39. | 66th Street | East & West | From Iola Ave. to Marsha Sharp Freeway (US 62/82) | 35 |
| 40. | 66th Street | East & West | From Upland Ave. to Westernmost City Limits | 45 |
| 41. | East 82nd Street | East & West | From M. L. King, Jr. Blvd. to Elm Ave. | 50 |
| 42. | East 82nd Street | East & West | From Elm Ave. to Ash Ave. | 40 |
| 43. | 82nd Street | East & West | From Ash Ave. to Ave. P | 40 |
| 44. | 82nd Street | East & West | From Ave. P to Westernmost City Limits | 45 |
| 45. | 98th Street | East & West | From the Easternmost City Limits to Nashville Ave. | 45 |
| 46. | 98th Street | East & West | From Nashville Ave. to Savannah Ave. | 40 |
| 47. | 98th Street | East & West | From Savannah Ave. to Alcove Ave. | 45 |
| 48. | 114th Street | East & West | From Easternmost City Limits to Frankford Ave. | 45 |
| 49. | 114th Street | East & West | From Frankford Ave. to Upland Ave. | 50 |
| 50. | Loop 88 Main Lanes | East & West | Easternmost City Limits to Chicago Ave. | 65 |

| Line Item | Lubbock Street Name (TxDOT Name) | Travel Direction | Speed Limit Description | Speed |
|---|---|---|---|---|
| 51. | Loop 88 Frontage Road | East & West | Easternmost City Limits to Chicago Ave. | 50 |
| 52. | 130th Street (FM 1585) | East & West | Chicago Ave. to 0.322 mi. West of Frankford Ave. | 60 |
| 53. | 130th Street (FM 1585) | East & West | From 0.322 mi. West of Frankford Ave to the Westernmost City Limits | 65 |
| 54. | 146th Street | East & West | From Indiana Ave. to Quaker Ave. | 45 |
| 55. | Alcove Avenue | North & South | From the Northernmost City Limits to 36th St. | 55 |
| 56. | Alcove Avenue | North & South | From Marsha Sharp Freeway. to 98th St. | 40 |
| 57. | Alcove Avenue | North & South | From 98th St. to the Southernmost City Limits | 55 |
| 58. | Avenue A | North & South | From Marsha Sharp Freeway (US 82) to 51st St. | 40 |
| 59. | Avenue A South Drive | North & South | From 51st St. to 61st St. | 50 |
| 60. | Avenue A South Drive | North & South | From 61st St. to Interstate 27 | 45 |
| 61. | Avenue P | North & South | From 82nd St. to the Southernmost City Limits | 40 |
| 62. | Avenue Q North Drive (Spur 326) | South Only | From North Interstate 27 to 90 ft. South of Grinnell St. | 50 |
| 63. | Avenue Q North Drive (Spur 326) | South Only | From 90 ft. South of Grinnell St. to 0.16 mi. South of Erskine St. | 45 |
| 64. | Avenue Q North Drive (Spur 326) | South Only | From 0.16 mi. South of Erskine St. to Clovis Road (US 84) | 55 |
| 65. | Avenue Q North Drive (Spur 326) | North Only | From Clovis Road (US 84) to 230 ft. North of 1st St. | 45 |
| 66. | Avenue Q North Drive (Spur 326) | North Only | From 230 ft. North of 1st St. to 0.12 mi. South of Erskine St. | 55 |
| 67. | Avenue Q North Drive (Spur 326) | North Only | From 0.12 mi. South of Erskine St. to North Interstate 27 | 45 |
| 68. | Avenue Q (US 84) | North & South | From Clovis Road (US 84) to 23rd St. | 35 |
| 69. | Avenue Q (US 84) | North & South | From 23rd St. to 50th St. | 45 |
| 70. | Avenue Q South Drive (US 84) | Southeast & Northwest | From 50th St. to 54th St. | 40 |
| 71. | Avenue Q South Drive (US 84) | Southeast & Northwest | From 54th St. to 58th St. | 45 |
| 72. | Avenue Q South Drive (US 84) Main Lanes | Southeast & Northwest | From 58th St. to 0.257 mi. Southeast of 58th St. | 50 |
| 73. | Avenue Q South Drive (US 84) Main Lanes | Southeast & Northwest | From 0.257 mi. Southeast of 58th St. to Interstate 27 | 55 |
| 74. | Avenue Q South Drive/Slaton Hwy (US 84) Frontage Rd | Northwest | From 200 ft. Southwest of Ash Ave. to 58th St. | 45 |
| 75. | Avenue Q South Drive/Slaton Hwy (US 84) Frontage Rd | Southeast | From 58th St. to 600 ft. Southeast of Ash Ave. | 45 |
| 76. | East Broadway | East & West | From Idalou Road (US 62) to Avenue A | 45 |
| 77. | Buddy Holly Avenue | North & South | From North Interstate 27 to Marsha Sharp Freeway (US 82) | 40 |
| 78. | Clovis Road (US 84) | Southeast & Northwest | From Avenue Q to Avenue S | 35 |
| 79. | Clovis Road (US 84) | Southeast & Northwest | From Avenue S to North Vernon Ave. | 40 |

| Line Item | Lubbock Street Name (TxDOT Name) | Travel Direction | Speed Limit Description | Speed |
|---|---|---|---|---|
| 80. | Clovis Road (US 84) | Southeast & Northwest | From North Vernon Ave. to Erskine Ave. | 45 |
| 81. | Clovis Road (US 84) | Southeast & Northwest | From Erskine St. to North Loop 289 | 50 |
| 82. | Clovis Road (US 84) | Southeast & Northwest | From North Loop 289 to the City Limits, 0.271 mi. West of North Quaker Ave. | 60 |
| 83. | Clovis Road Frontage Road | Southeast & Northwest | From North Loop 289 to the City Limits, 0.271 mi. West of North Quaker Ave. | 35 |
| 84. | Clovis Road (US 84) | Southeast & Northwest | From 712 ft. East of North Slide Road to the Westernmost City Limits | 75 |
| 85. | Clovis Road Frontage Road | Southeast & Northwest | From 712 ft. East of North Slide Road to the Westernmost City Limits | 50 |
| 86. | East Erskine Street | North & South | From North M. L. King, Jr. Blvd. to East Loop 289 | 45 |
| 87. | Erskine Street | East & West | From North Ash Ave. to North Interstate 27 | 35 |
| 88. | Erskine Street | East & West | From North Interstate 27 to North Avenue Q Drive (Spur 326) | 45 |
| 89. | Erskine Street | East & West | From North Avenue Q Drive (Spur 326) to North University Ave. (FM 1264) | 50 |
| 90. | Erskine Street | East & West | From N. Indiana Ave. to North Texas Tech Parkway | 45 |
| 91. | Erskine Street | East & West | From North Indiana Ave. to 100 ft. West of North Knoxville Ave. | 40 |
| 92. | Erskine Street | East & West | From North Loop 289 to North Juneau Ave. | 45 |
| 93. | Erskine Street | East & West | From North Juneau Ave. to Westernmost City Limits | 40 |
| 94. | North Frankford Avenue (FM 2528) | North & South | From the Northernmost City Limits to Princeton St. | 60 |
| 95. | North Frankford Avenue (FM 2528) | North & South | From Princeton St. to Cornell St. | 55 |
| 96. | North Frankford Avenue (FM 2528) | North & South | From Cornell St. to 3rd St. | 50 |
| 97. | Frankford Avenue (FM 2528) | North & South | From 3rd St. to West Loop 289 | 45 |
| 98. | Frankford Avenue | North & South | From West Loop 289 to 34th St. | 40 |
| 99. | Frankford Avenue | North & South | 34th St. to 360 ft. South of 41st St. | 35 |
| 100. | Frankford Avenue | North & South | From 50th St. to 122nd St. | 45 |
| 101. | Frankford Avenue | North & South | From 122nd St. to the Southernmost City Limits | 55 |
| 102. | Idalou Road (US 62/82, SH114) | Southwest Only | From the Easternmost City Limits to 100 ft. Northeast of East Dartmouth Ave. | 65 |
| 103. | Idalou Road (US 62/82, SH114) | Southwest Only | From 100 ft. Northeast of East Dartmouth Ave. to 300 ft. Northeast of East Baylor Ave. | 60 |
| 104. | Idalou Road (US 62/82, SH114) | Southwest Only | From 300 ft. Northeast of East Baylor Ave. to East 3rd St. | 55 |
| 105. | Idalou Road (US 62, SH114) | Southwest Only | From E 3rd St. to 0.128 mi. Southwest of East Broadway | 40 |
| 106. | Idalou Road (US 62, SH114) | Southwest Only | From 0.128 mi. Southwest of East Broadway to M. L. King, Jr. Blvd. | 45 |
| 107. | Idalou Road (US 62, SH114) | Northeast Only | From M. L. King, Jr. Blvd. to 100 ft. Northeast of Spruce Ave. | 50 |

| Line Item | Lubbock Street Name (TxDOT Name) | Travel Direction | Speed Limit Description | Speed |
|---|---|---|---|---|
| 108. | Idalou Road (US 62, SH114) | Northeast Only | From 100 ft. Northeast of Spruce Ave. to 0.128 mi. Southwest of East Broadway | 45 |
| 109. | Idalou Road (US 62, SH114) | Northeast Only | From 0.128 mi. Southwest of East Broadway to 128 ft. Northeast of East 4th St. (FM 40) | 40 |
| 110. | Idalou Road (US 62, SH114) | Northeast Only | From 128 ft. Northeast of East 4th St. (FM 40) to 0.42 mi. Southwest of Parkway Drive overpass | 45 |
| 111. | Idalou Road (US 62, SH114) | Northeast Only | From 0.42 mi. Southwest of the Parkway Drive overpass to 200 ft. Northeast of East Baylor Ave. | 55 |
| 112. | Idalou Road (US 62/82, SH114) | Northeast Only | From 200 ft. Northeast of East Baylor Ave. to 100 ft. Northeast of East Dartmouth Ave. | 60 |
| 113. | Idalou Road (US 62/82, SH114) | Northeast Only | From 100 ft. Northeast of East Dartmouth Ave. to the Easternmost City Limits | 65 |
| 114. | Idalou Road North Frontage Road | Southwest Only | From North Niter St. to East Colgate St. | 40 |
| 115. | Idalou Road North Frontage Road | Southwest Only | From East Colgate St. to Loop 289 | 50 |
| 116. | Idalou Road North Frontage Road | Southwest Only | From Loop 289 to Parkway Drive | 50 |
| 117. | Idalou Road South Frontage Road | Northeast Only | From East 2nd St. to 190 ft. Northeast of East Colgate St. | 45 |
| 118. | Idalou Road South Frontage Road | Northeast Only | From 190 ft. Northeast of East Colgate St. to 133 ft. Northeast of North Niter Ave. | 40 |
| 119. | Idalou Road South Frontage Road | Northeast Only | From 133 ft. Northeast of North Niter Ave. to 1.0 mi. Southwest of the Easternmost City Limits | 35 |
| 120. | North Indiana Avenue | North & South | From Clovis Road (US 84) to 1st St. | 45 |
| 121. | Indiana Avenue | North & South | From 1st St. to 4th St. (FM 2255) | 45 |
| 122. | Indiana Avenue | North & South | From 19th St. (SH 62) to South Loop 289 | 40 |
| 123. | Indiana Avenue | North & South | From South Loop 289 to 135th St. | 45 |
| 124. | Indiana Avenue | North & South | From 135th St. to the Southernmost City Limits | 50 |
| 125. | Inler Avenue (FM 179) | North & South | From the Northernmost City Limits to 0.664 mi. North of 34th St. | 50 |
| 126. | Inler Avenue (FM 179) | North & South | From 0.664 mi. North of 34th St. to the Southernmost City Limits | 60 |
| 127. | Interstate 27 Main Lanes | North & South | From the Northernmost City Limits to the South City Limits | 65 |
| 128. | Interstate 27 Frontage Road | South Only | From the Northernmost City Limits to 554 ft. South of Country Club Drive | 55 |
| 129. | Interstate 27 Frontage Road | South Only | From 554 ft. South of Country Club Drive to Marsha Sharp Freeway (US 82) | 50 |
| 130. | Interstate 27 Frontage Road | South Only | From 13th St. to 550 ft. South of 19th St. (US 62) | 45 |
| 131. | Interstate 27 Frontage Road | South Only | From 550 ft. South of 19th St. (US 62) to 170 ft. North of 32nd St. | 50 |
| 132. | Interstate 27 Frontage Road | South Only | From 170 ft. North of 32nd St. to 211 ft. South of 66th St. | 45 |
| 133. | Interstate 27 Frontage Road | South Only | From 211 ft. South of 66th St. to 77th St. | 55 |

| Line Item | Lubbock Street Name (TxDOT Name) | Travel Direction | Speed Limit Description | Speed |
|---|---|---|---|---|
| 134. | Interstate 27 Frontage Road | South Only | From 77th St. to the Southernmost City Limits | 45 |
| 135. | Interstate 27 Frontage Road | North Only | From the Southernmost City Limits to 77th St. | 45 |
| 136. | Interstate 27 Frontage Road | North Only | From 77th St. to 211 ft. South of 66th St. | 50 |
| 137. | Interstate 27 Frontage Road | North Only | From 211 ft. South of 66th St. to 550 ft. South of 19th St. (US 62) | 45 |
| 138. | Interstate 27 Frontage Road | North Only | From 550 ft. South of 19th St. (US 62) to 13th St. | 40 |
| 139. | Interstate 27 Frontage Road | North Only | From Marsha Sharp Freeway (US 82) to 554 ft. South of Country Club Dr. | 50 |
| 140. | Interstate 27 Frontage Road | North Only | From 554 ft. South of Country Club Drive to the Northernmost City Limits | 55 |
| 141. | East Kent Street (FM 2641) | East & West | From the Easternmost City Limits to North Holly Ave. | 55 |
| 142. | Kent Street | East & West | From Mesa Road to North University Ave. (FM 1264) | 45 |
| 143. | Loop 289 Main Lanes | All directions | All main lanes | 65 |
| 144. | Loop 289 Frontage Road | Counter-Clockwise | From Idalou Road (US 62/82) to 0.23 mi. Northwest of Idalou Road (US 62/82) | 45 |
| 145. | Loop 289 Frontage Road | Counter-Clockwise | From 0.0230 mi. Northwest of Idalou Road (US 62/82) to Municipal Drive | 50 |
| 146. | Loop 289 Frontage Road | Counter-Clockwise | From Municipal Drive to M. L. King, Jr. Blvd. | 40 |
| 147. | Loop 289 Frontage Road | Counter-Clockwise | From M. L. King, Jr. Blvd. to North Avenue N | 50 |
| 148. | Loop 289 Frontage Road | Counter-Clockwise | From North Avenue N to the Santa Fe Railway overpass and thru the turnaround | 40 |
| 149. | Loop 289 Frontage Road | Counter-Clockwise | From Santa Fe Railway overpass to 1.818 mi. West of the Santa Fe Railway overpass | 50 |
| 150. | Loop 289 Frontage Road | Counter-Clockwise | From 1.818 mi. West of the Santa Fe Railroad overpass West 0.2 mi. to Landmark Lane | 45 |
| 151. | Loop 289 Frontage Road | Counter-Clockwise | From Clovis Road (US 84) Southwesterly a distance of 0.3 mi. | 45 |
| 152. | Loop 289 Frontage Road | Counter-Clockwise | From 0.3 mi. Southwest of Clovis Road (US 84) Southwest 0.495 mi. | 55 |
| 153. | Loop 289 Frontage Road | Counter-Clockwise | From 0.795 mi. Southwest of Clovis Road (US 84 to North Quaker Ave. | 45 |
| 154. | Loop 289 Frontage Road | Counter-Clockwise | From North Quaker Ave. to 0.2 mi. Southwest of North Quaker Ave. | 45 |
| 155. | Loop 289 Frontage Road | Counter-Clockwise | From 0.2 mi. Southwest of North Quaker Ave. Southwesterly to 0.261 mi. Northeast of 4th St. (FM 2255) | 55 |
| 156. | Loop 289 Frontage Road | Counter-Clockwise | From 0.261 mi. Northeast of 4th St. (FM 2255) to 4th St. (FM 2255) | 45 |
| 157. | Loop 289 Frontage Road | Counter-Clockwise | From 4th St. (FM 2255) to 0.25 mi. Southwest of 4th St. (FM 2255) | 45 |
| 158. | Loop 289 Frontage Road | Counter-Clockwise | From 0.25 mi. Southwest of 4th St. (FM 2255) Southwesterly a distance of 0.923 mi. | 55 |

| Line Item | Lubbock Street Name (TxDOT Name) | Travel Direction | Speed Limit Description | Speed |
|---|---|---|---|---|
| 159. | Loop 289 Frontage Road | Counter-Clockwise | From 1.173 mi. Southwest of 4th St. (FM 2255) to 19th St. (SH 114) | 45 |
| 160. | Loop 289 Frontage Road | Counter-Clockwise | From 19th St. (SH 114) to 0.35 mi. South of 19th St. (SH 114) | 40 |
| 161. | Loop 289 Frontage Road | Counter-Clockwise | From 0.35 mi. South of 19th St. (SH 114) South a distance of 0.515 mi. | 55 |
| 162. | Loop 289 Frontage Road | Counter-Clockwise | From 0.865 mi. South of 19th St. (SH 114) to 34th St. | 45 |
| 163. | Loop 289 Frontage Road | Counter-Clockwise | From 34th St. to the Marsha Sharp Freeway (US 62/82) | 45 |
| 164. | Loop 289 Frontage Road | Counter-Clockwise | From the Marsha Sharp Freeway (US 62/82) to 50th St. | 45 |
| 165. | Loop 289 Frontage Road | Counter-Clockwise | From 50th St. to 0.35 mi. East of University Ave. | 50 |
| 166. | Loop 289 Frontage Road | Counter-Clockwise | From 0.35 mi. East of University Ave. to 0.060 mi. North of East 4th St. (FM 40) | 55 |
| 167. | Loop 289 Frontage Road | Counter-Clockwise | From 0.060 mi. North of East 4th St. (FM 40) to Idalou Road (US 62/82) | 50 |
| 168. | Loop 289 Frontage Road | West to North | Loop 289 Frontage Rd Exit to Northbound Interstate 27 Frontage Rd | 55 |
| 169. | Loop 289 Frontage Road | North to East | From US 87 Frontage Rd Exit to Eastbound Loop 289 Frontage Rd | 40 |
| 170. | Loop 289 Frontage Road | South Only | From 0.2 mi. SE of Loop 289 Frontage Exit to Southbound US 87 Frontage Rd | 40 |
| 171. | Loop 289 Frontage Road | East to South | From Loop 289 Frontage Rd exit to US 87 | 55 |
| 172. | Loop 289 Frontage Road | South to West | From Southbound Interstate 27 Frontage Rd Exit to Westbound South Loop 289 Frontage Rd | 40 |
| 173. | Loop 289 Frontage Road | Clockwise | From Idalou Road (US 62/82) to 0.06 mi. North of East 4th St. (FM 40) | 50 |
| 174. | Loop 289 Frontage Road | Clockwise | From 0.06 mi. North of East 4th St. to 0.35 mi. East of University Ave. | 55 |
| 175. | Loop 289 Frontage Road | Clockwise | From 0.35 mi. East of University Ave. to 50th St. | 50 |
| 176. | Loop 289 Frontage Road | Clockwise | From 50th St. to the Marsha Sharp Freeway (US 62/82) | 45 |
| 177. | Loop 289 Frontage Road | Clockwise | From the Marsha Sharp Freeway (US 62/82) to 34th St. | 45 |
| 178. | Loop 289 Frontage Road | Clockwise | From 34th St. Northerly a distance of 0.29 mi. | 45 |
| 179. | Loop 289 Frontage Road | Clockwise | From 0.29 mi. North of 34th St. Northerly a distance of 0.466 mi. | 55 |
| 180. | Loop 289 Frontage Road | Clockwise | From 0.756 mi. North of 34th St. to 19th St. (SH 114) | 45 |
| 181. | Loop 289 Frontage Road | Clockwise | From 19th St. (SH 114) to 0.25 mi. Northeast of 19th St. (SH 114) | 45 |
| 182. | Loop 289 Frontage Road | Clockwise | From 0.25 mi. Northeast of 19th St. (SH 114) Northeasterly a distance of 0.996 mi. | 55 |
| 183. | Loop 289 Frontage Road | Clockwise | From 1.216 mi. Northeast of 19th St. (SH 114) to 4th St. (FM 2255) | 45 |
| 184. | Loop 289 Frontage Road | Clockwise | From 4th St. (FM 2255) Northeasterly a distance of 0.167 mi. | 45 |

| Line Item | Lubbock Street Name (TxDOT Name) | Travel Direction | Speed Limit Description | Speed |
|---|---|---|---|---|
| 185. | Loop 289 Frontage Road | Clockwise | From 0.167 mi. Northeast of 4th St. (FM 2255) Northeasterly to 0.334 mi. Southwest of North Quaker Ave. | 55 |
| 186. | Loop 289 Frontage Road | Clockwise | From 0.334 mi. Southwest of North Quaker Ave. to North Quaker Ave. | 45 |
| 187. | Loop 289 Frontage Road | Clockwise | From North Quaker Ave. Northeasterly a distance of 0.2 mi. | 45 |
| 188. | Loop 289 Frontage Road | Clockwise | From 0.2 mi. Northeast of North Quaker Ave. Northeasterly a distance of 0.530 mi. | 55 |
| 189. | Loop 289 Frontage Road | Clockwise | From 0.73 mi. Northeast of North Quaker Ave. to Clovis Road (US 84) | 45 |
| 190. | Loop 289 Frontage Road | Clockwise | From Landmark Lane to 0.25 mi. East of Landmark Lane | 45 |
| 191. | Loop 289 Frontage Road | Clockwise | From 0.25 mi. East of Landmark Lane East 1.6 mi. to 385 ft. West of North Avenue S | 50 |
| 192. | Loop 289 Frontage Road | Clockwise | From 385 ft. West of North Avenue S Easterly to the Santa Fe Railway overpass thru the Turnaround | 35 |
| 193. | Loop 289 Frontage Road | Clockwise | From the Santa Fe Railway overpass Easterly to North Avenue N | 40 |
| 194. | Loop 289 Frontage Road | Clockwise | From North Avenue N East to North Interstate 27 | 50 |
| 195. | Loop 289 Frontage Road | Clockwise | From North Interstate 27 to North Globe Ave. | 40 |
| 196. | Loop 289 Frontage Road | Clockwise | From North Globe Ave. Southeasterly a distance of 2.306 mi. | 50 |
| 197. | Loop 289 Frontage Road | Clockwise | From 2.306 mi. Southeasterly from North Globe Ave. to Idalou Road (US 62/82) | 45 |
| 198. | Marsha Sharp Freeway (US 82) Main Lanes | East & West | From Parkway Drive Bridge (East Side) to 500 ft. East of Interstate 27 | 55 |
| 199. | Marsha Sharp Freeway (US 82) Main Lanes | East & West | From 500 ft. East of Interstate 27 to Alcove Ave. | 65 |
| 200. | Marsha Sharp Freeway (US 82) Frontage Road | West Only | From 0.32 mi East of Interstate 27 to Buddy Holly Ave | 45 |
| 201. | Marsha Sharp Freeway (US 82) Frontage Road | East Only | From Buddy Holly Ave to 0.4 mi. East of Interstate 27 | 45 |
| 202. | Marsha Sharp Freeway (US 82) Frontage Road | East & West | From Buddy Holly Ave to Avenue L | 45 |
| 203. | Marsha Sharp Freeway (US 82) Frontage Road | West Only | From Avenue L to University Ave | 45 |
| 204. | Marsha Sharp Freeway (US 82) Frontage Road | West Only | From University Ave to Detroit Ave | 50 |
| 205. | Marsha Sharp Freeway (US 82) Frontage Road | East Only | From South of Drive of Champions to Avenue L | 45 |
| 206. | Marsha Sharp Freeway (US 62/82) Frontage Road | Southwest Only | From Southbound Exit Ramp/Texas Tech Parkway to Orlando Ave. | 45 |
| 207. | Marsha Sharp Freeway (US 62/82) Frontage Road | Northeast Only | From Northbound Exit Ramp/Texas Tech Parkway to on ramp northeast of Texas Tech Parkway | 45 |
| 208. | Marsha Sharp Freeway (US 62/82) Frontage Road | Southwest Only | From 19th St. (SH 114) to Chicago Ave. | 45 |

| Line Item | Lubbock Street Name (TxDOT Name) | Travel Direction | Speed Limit Description | Speed |
|---|---|---|---|---|
| 209. | Marsha Sharp Freeway (US 62/82) Frontage Road | Northeast Only | From Chicago Ave to 19th St. (SH 114) | 45 |
| 210. | Marsha Sharp Freeway (US 62/82) Frontage Road | Southwest Only | From Chicago Ave. to 0.5 mi. West of West Loop 289 | 50 |
| 211. | Marsha Sharp Freeway (US 62/82) Frontage Road | Northeast Only | From 0.5 mi. West of West Loop 289 to Chicago Ave. | 50 |
| 212. | Marsha Sharp Freeway (US 62/82) Frontage Road | Southwest Only | From 500 ft. East of Milwaukee to Marsha Sharp Freeway (US 62/82) Main Lanes | 50 |
| 213. | Marsha Sharp Freeway (US 62/82) Frontage Road | Northeast Only | Alcove Avenue to 500 ft. East of Milwaukee Avenue | 50 |
| 214. | North M. L. King, Jr. Blvd/(LIA Terminal Access) | South & East Only (Counter-Clockwise) | From a point even with the Southern edge of the LIA terminal building to East Bluefield St. | 40 |
| 215. | North M. L. King, Jr. Blvd/(LIA Terminal Access) | West & South Only (Counter-Clockwise) | From a point even with the Eastern edge of the LIA terminal to a point even with the Southern edge of the LIA terminal building | 20 |
| 216. | North M. L. King, Jr. Blvd/(LIA Terminal Access) | North & West Only (Counter-Clockwise) | From East Bluefield St. North & West 2755 feet to a point even with the Eastern edge of the LIA terminal building | 40 |
| 217. | North M. L. King, Jr. Blvd | North & South | From East Bluefield St. to East Ursuline St. | 50 |
| 218. | North M. L. King, Jr. Blvd | North & South | From East Ursuline St. to North Loop 289 | 45 |
| 219. | North M. L. King, Jr. Blvd | North & South | From North Loop 289 to East 2nd St. | 40 |
| 220. | M. L. King, Jr. Blvd | South Only | From East 2nd St. to East 6th St. | 35 |
| 221. | M. L. King, Jr. Blvd | North Only | From East 2nd St. to East 6th St. | 40 |
| 222. | M. L. King, Jr. Blvd | North & South | From East 6th St. to East 49th St. | 40 |
| 223. | M. L. King, Jr. Blvd | South Only | From East 49th St. to 370 ft. South of East 50th St. | 40 |
| 224. | M. L. King, Jr. Blvd | North Only | From East 49th St. to 370 ft. South of East 50th St. | 50 |
| 225. | M. L. King, Jr. Blvd | North & South | From 370 ft. South of East 50th St. to Slaton Road (US 84) | 50 |
| 226. | M. L. King, Jr. Blvd | North & South | From East Slaton Road (US 84) to the Southernmost City Limits | 45 |
| 227. | North Milwaukee Avenue | North & South | From the Northernmost City Limits to Erskine St. | 45 |
| 228. | North Milwaukee Avenue | North & South | From Erskine St. to 1st St. | 45 |
| 229. | Milwaukee Avenue | North & South | From 1st St. to 82nd St. | 45 |
| 230. | Milwaukee Avenue | North & South | From 82nd St. to 114th St. | 50 |
| 231. | Milwaukee Avenue | North & South | From 114th St. to the Southernmost City Limits | 45 |
| 232. | Municipal Drive | Northeast & Southwest | From North Guava Ave. to Northeast Loop 289 | 45 |
| 233. | Municipal Drive | Northeast & Southwest | From Northeast Loop 289 to Interstate 27 | 35 |
| 234. | Parkway Drive Entrance (US 82) | West Only | From Idalou Road (US 62/82) to Parkway Drive (US 82) | 50 |
| 235. | Parkway Drive Exit Ramp (US 82) | East Only | From Parkway Drive (US 82) to Idalou Road (US 62/82) | 50 |
| 236. | Parkway Drive (US 82) | East & West | From Idalou Road (US 62/82) to North Guava Ave. | 55 |

| Line Item | Lubbock Street Name (TxDOT Name) | Travel Direction | Speed Limit Description | Speed |
|---|---|---|---|---|
| 237. | Parkway Drive (US 82) | Northeast & Southwest | From North Guava Ave. to 500 ft. West of Oak Ave. | 45 |
| 238. | Parkway Drive (US 82) | Northeast & Southwest | From 500 ft. West of Oak Ave. to Parkway Drive Bridge (East Side) | 55 |
| 239. | North Quaker Avenue | North & South | From the Northernmost City Limits to 300 ft. South of Kemper St. | 50 |
| 240. | North Quaker Avenue | North & South | From 300 ft. South of Kemper St. to North Loop 289 | 35 |
| 241. | North Quaker Avenue | North & South | From Texas Tech Parkway South a distance of 0.147 mi. | 35 |
| 242. | North Quaker Avenue/Quaker Avenue | North & South | From 0.147 mi. South of Texas Tech Parkway to 4th St. (FM 2255) | 50 |
| 243. | Quaker Avenue | North & South | From 4th St. (FM 2255) to 19th St. (SH 114) | 45 |
| 244. | Quaker Avenue | North & South | From 19th St. to Marsha Sharp Freeway (US 62/82) | 35 |
| 245. | Quaker Avenue | North & South | From Marsha Sharp Freeway (US 62/82) to 61st St. | 40 |
| 246. | Quaker Avenue | North & South | From 61st St. to South Loop 289 | 35 |
| 247. | Quaker Avenue | North & South | From South Loop 289 to 76th St. | 40 |
| 248. | Quaker Avenue | North & South | From 76th St. to 93rd St. | 45 |
| 249. | Quaker Avenue | North & South | From 93rd St. to 102nd St. | 40 |
| 250. | Quaker Avenue | North & South | From 102nd St. to 140th St. | 45 |
| 251. | Quaker Avenue | North & South | From 140th St. to the Southernmost City Limits | 50 |
| 252. | East Regis Street (FM 2641) | East & West | From North Holly Ave. to M. L. King, Jr. Blvd. | 55 |
| 253. | East Regis Street (FM 2641) | West Only | From M. L. King, Jr. Blvd. to 0.727 mi. East of Interstate 27 | 55 |
| 254. | East Regis Street (FM 2641) | East Only | From M. L. King, Jr. Blvd. to 0.727 mi. East of Interstate 27 | 45 |
| 255. | East Regis Street (FM 2641) | East & West | From 0.527 mi. West of M. L. King, Jr. Blvd. to 0.2 mi. East of Interstate 27 | 55 |
| 256. | Regis Street (FM 2641) | East & West | From 0.2 mi. East of Interstate 27 to 0.155 mi. West of Interstate 27 | 45 |
| 257. | Regis Street (FM 2641) | East & West | From 0.155 mi. West of Interstate 27 to the Westernmost City Limits | 55 |
| 258. | Research Boulevard (Spur 309) | North & South | From 4th St. (FM 2255) South a distance of 0.2 mi. | 50 |
| 259. | Research Boulevard (Spur 309) | North & South | From 0.2 mi. South of 4th St. (FM 2255) South a distance of 0.6 mi. | 55 |
| 260. | Research Boulevard (Spur 309) | North & South | From 0.8 mi. South of 4th St. (FM 2255) to 19th St. (SH 114) | 50 |
| 261. | Research Boulevard | North & South | From 19th St. (SH 114) to the Southernmost City Limits | 50 |
| 262. | East Slaton Road (US 84) Main Lanes | East & West | From Interstate 27 to 0.32 mi. Southeast of Loop 289 | 55 |
| 263. | East Slaton Road (US 84) | Northeast Only | From 0.32 mi. Southeast of Loop 289 Southeasterly a distance of 1.22 mi. | 60 |
| 264. | East Slaton Road (US 84) | Southeast & Northwest | From 1.54 mi. Southeast of Loop 289 to the Southeasternmost City Limits | 65 |

| Line Item | Lubbock Street Name (TxDOT Name) | Travel Direction | Speed Limit Description | Speed |
|---|---|---|---|---|
| 265. | North Slide Road | North & South | From Clovis Road (US 84) to Marshall St. | 50 |
| 266. | North Slide Road | North & South | From Marshall St. to North Loop 289 | 40 |
| 267. | Slide Road | North & South | From North Loop 289 to 70th St. | 40 |
| 268. | Slide Road | North & South | From 70th St. to 114th St. | 45 |
| 269. | Slide Road | North & South | From 114th St. to 660 ft. South of 130th St. (FM 1585) | 50 |
| 270. | Slide Road | North & South | From 660 ft. South of 130th St. (FM 1585) to the Southernmost City Limits | 65 |
| 271. | Southeast Drive | Southeast Only | From M. L. King, Jr. Blvd. to 0.09 mi. Southeast of M. L. King, Jr. Blvd. | 40 |
| 272. | Southeast Drive | Southeast Only | From 0.09 mi. Southeast of M. L. King, Jr. Blvd. to East 38th St. | 45 |
| 273. | Southeast Drive | Southeast Only | From East 38th St. to 114 ft. Northwest of East 46th St. | 55 |
| 274. | Southeast Drive | Southeast Only | From 114 ft. Northwest of East 46th St. to East 50th St. (FM 835) | 50 |
| 275. | Southeast Drive | Northwest Only | From East 50th St. (FM 835) to East 47th St. | 50 |
| 276. | Southeast Drive | Northwest Only | From East 47th St. to 0.1 mi Northwest of East 38th St. | 55 |
| 277. | Southeast Drive | Northwest Only | From 0.1 mi Northwest of East 38th St. to 200 ft. Southeast of M. L. King, Jr. Blvd. | 50 |
| 278. | Southeast Drive | Northwest Only | From 200 ft. Southeast of M. L. King, Jr. Blvd. to ML King, Jr. Blvd. | 40 |
| 279. | Southeast Drive (Spur 331) | Southeast & Northwest | From East 50th St. (FM 835) Southeast a distance of 0.104 mi. | 55 |
| 280. | Southeast Drive (Spur 331) | Southeast & Northwest | From 0.104 mi. Southeast of East 50th St. (FM 835) to 0.22 mi. Southeast of Southeast Loop 289 | 60 |
| 281. | Southeast Drive (Spur 331) | Southeast & Northwest | From 0.22 mi. Southeast of Southeast Loop 289 to the Southeasternmost City Limits | 65 |
| 282. | Spur 327 Main Lanes | East & West | From Loop 289 to Marsha Sharp Freeway (US 62/82) | 60 |
| 283. | Spur 327 Frontage Road | West Only | From the Southbound West Loop 289 Frontage Road to 0.19 mi East of Milwaukee Ave. | 50 |
| 284. | Spur 327 Frontage Road | West Only | From 0.19 mi East of Milwaukee Ave. to 0.13 mi. West of Milwaukee Ave. | 55 |
| 285. | Spur 327 Frontage Road | East Only | From Marsha Sharp Freeway (US 62/82) to 0.15 mi. East of Milwaukee Ave. | 55 |
| 286. | Spur 327 Frontage Road | East Only | From 0.15 mi. East of Milwaukee Ave. to Eastbound South Loop 289 | 50 |
| 287. | North Texas Tech Parkway | North & South | From Erskine St. to 0.261 mi. North of 4th St. (FM 2255) | 45 |
| 288. | Texas Tech Parkway | North & South | From 0.261 mi. North of 4th St. (FM 2255) to 4th St. (FM 2255) | 45 |
| 289. | Texas Tech Parkway | North & South | From 4th St. (FM 2255) to Marsha Sharp Freeway (US 82) | 40 |
| 290. | North University Avenue (FM 1264) | North & South | From the Northernmost City Limits to 0.2 mi. North of North Loop 289 | 55 |

| Line Item | Lubbock Street Name (TxDOT Name) | Travel Direction | Speed Limit Description | Speed |
|---|---|---|---|---|
| 291. | North University Avenue (FM 1264) | North & South | From 0.2 mi. North of North Loop 289 to Queens St. | 45 |
| 292. | North University Avenue (FM 1264) | South Only | From Queens St. to 0.2 mi. North of Clovis Road (US 84) | 50 |
| 293. | North University Avenue (FM 1264) | South Only | From 0.2 mi. North of Clovis Road (US 84) to Clovis Road (US 84) | 40 |
| 294. | North University Avenue (FM 1264 | North Only | From Clovis Road (US 84) to Erskine St. | 35 |
| 295. | North University Avenue (FM 1264) | North Only | From Erskine St. North a distance of 0.2 mi. | 45 |
| 296. | North University Avenue (FM 1264) | North & South | From 0.2 mi. North of Erskine St. to Queens St. | 50 |
| 297. | North University Avenue | North & South | From Clovis Road (US 84) to 1st St. | 35 |
| 298. | University Avenue | North & South | From 1st St. to Marsha Sharp Freeway (US 82) | 35 |
| 299. | University Avenue | North & South | From 19th St. (US 62) to South Loop 289 | 40 |
| 300. | University Avenue | North & South | From South Loop 289 to the City Limits 660 ft. South of 114th St. | 45 |
| 301. | University Avenue | North & South | From the City Limits at 130th St. (FM 1585) to the Southernmost City Limit. | 45 |
| 302. | Upland Avenue | North & South | From Northernmost City Limits to 66th St. | 50 |
| 303. | Upland Avenue | North & South | From 66th St. to 82nd St. | 45 |
| 304. | Upland Avenue | North & South | From 82nd St. to 114th St. | 50 |
| 305. | Upland Avenue | North & South | From 114th St. to the Southernmost City Limits | 55 |
| 306. | US 87 Main Lanes | North & South | From the City Limits, 350 ft. North of 98th St. to the Southernmost City Limits | 75 |
| 307. | US 87 Frontage Road | South Only | From the City Limits, 350 ft. North of 98th St. to the Southernmost City Limits | 45 |
| 308. | US 87 Frontage Road | North Only | From the City Limits, 350 ft. North of 98th St. to the Southernmost City Limits | 45 |

SECTION 2. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Lubbock, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

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

SECTION 4. Effective Date. This ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____2026.

Passed by the City Council on second reading on_____2026.

_____
MARK MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
David Bragg, P.E., Division Director of Public Works

APPROVED AS TO FORM:

_____
Matthew L. Wade, City Attorney

ccdocs II\ORD.speed limit 2026

# Agenda Item 14200
# Speed Limit Ordinance Amendment
*Summary of changes*

**Loop 88 Main Lanes (Item 50)**
- New roadway replaces the first segment of 130th Street (FM 1585).
- Increases speed limit to 65 mph (design speed).
- Limits match new construction (Easternmost City Limits to Chicago Avenue).

**Loop 88 Frontage Road (Item 51)**
- New roadway replaces the second segment of 130th Street (FM 1585).
- Reduces speed limit to 50 mph (design speed).
- Limits match new construction (Easternmost City Limits to Chicago Avenue).

**130th Street (FM 1585) (Item 52)**
- Changes limit to begin at Chicago Avenue where SL 88 construction terminates.
- No change in speed limit (60 MPH).

**Indiana Avenue (Item 123)**
- Extends the limit from 114th Street to 135th Street.
- No change in speed limit (45 MPH).

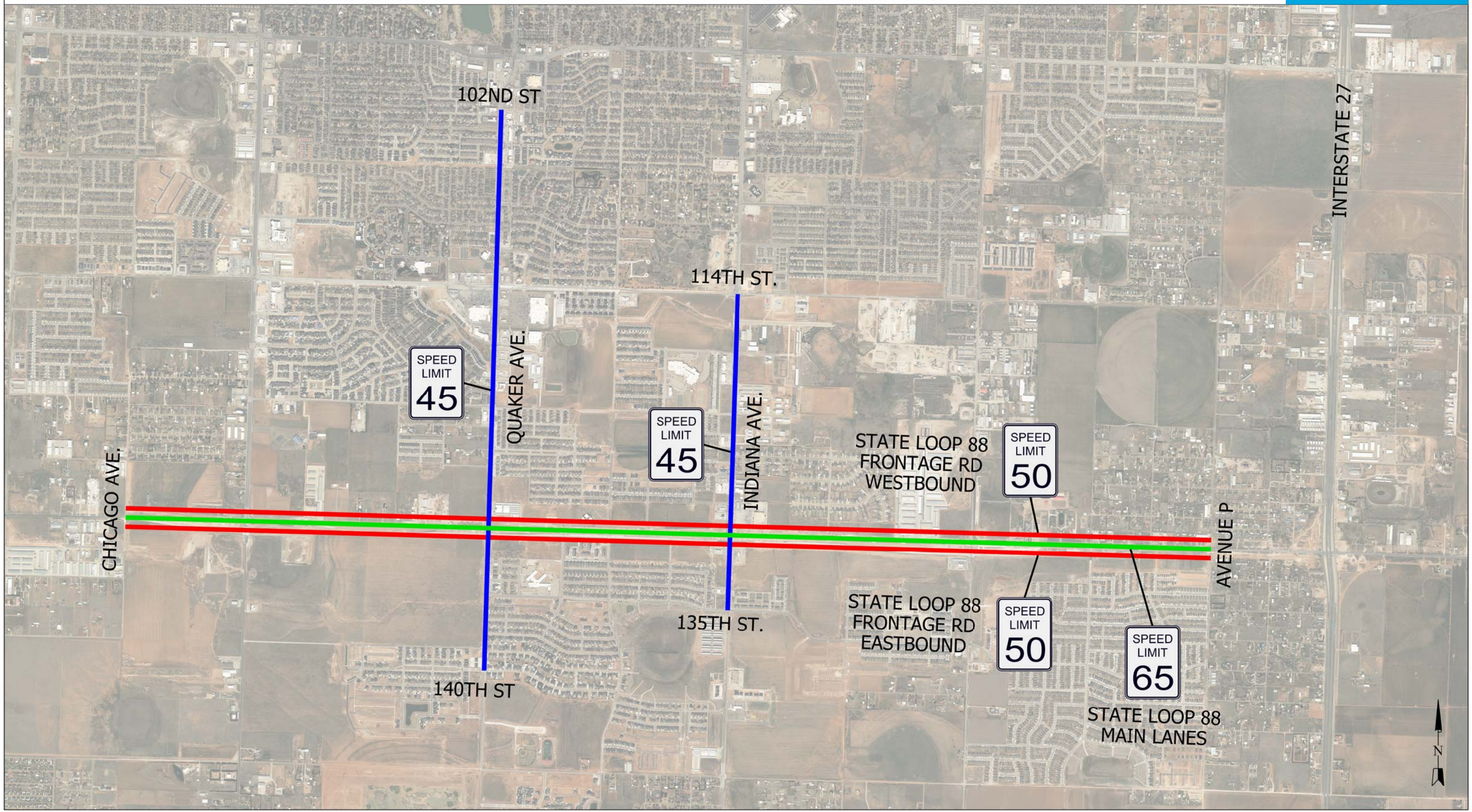
**Indiana Avenue (Item 124)**
- Shortens the limit from 114th Street to 135th Street.
- No change in speed limit (50 MPH).

**Quaker Avenue (Item 250)**
- Shortens the limit to end at 140th Street.
- Reduces speed limit from 50 MPH to 45 MPH.

**Quaker Avenue (Item 251)**
- Inserts new line item to shorten the limit to begin at 140th Street.
- No change in speed limit (50 MPH).

# SPEED LIMIT ORDINANCE AMENDMENT - APRIL 2026

City of Lubbock TEXAS
TRAFFIC



AI# 14194
Regular City Council Meeting 6. 17.
04/14/2026:

## Information

### Agenda Item

**Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute a Medicaid Administrative Claiming Services Agreement, Sole Source Contract 19484, and all related documents, by and between the City of Lubbock and JBI, Ltd., for services related to claim submission, compliance monitoring, and other services related to activities of the Lubbock Public Health Department, which may be eligible for Federal Financial Participation.

### Item Summary

Lubbock Public Health is requesting approval of a professional services contract with Justice Benefits, Inc. (JBI) to support participation in the Medicaid Administrative Claiming (MAC) program. Justice Benefits, Inc is the current contractor for these services and this is a new multi-year contract for the same services. MAC is a federally authorized program that allows state-affiliated public health agencies like Lubbock Public Health to seek reimbursement for administrative activities that support the Medicaid program. Eligible activities include community outreach, care coordination, and connecting residents to medical and behavioral health services. This is work our staff already performs as part of routine public health operations. JBI will provide the technical expertise, cost allocation methodology, and claims management infrastructure needed to participate in the program compliantly and efficiently. Their fee is 15% of recovered funds, capped at $50,000 annually. Because compensation is tied directly to results, the City bears no upfront cost and no financial risk. The department anticipates recovering $120,000 per year. This contract is estimated to yield a net return of $102,000 per year.

### Fiscal Impact

The fee is 15% of recovered funds, capped at $50,000 annually. The estimated amount per year is $18,000 for 3 years. The total estimated amount is $54,000.

### Staff/Board Recommending

Bill Howerton, Deputy City Manager
Katherine Wells, Director of Public Health

## Attachments

Resolution
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, a Medicaid Administrative Claiming Services Agreement, Sole Source Contract 19484, for services related to claim submission, compliance monitoring, and other services related to activities of the Health Department which may be eligible for Federal Financial Participation, by and between the City of Lubbock and JBI, Ltd. and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Rachael Blansett, Assistant City Attorney

ccdocsII/RES.Sole Source 19484 – JBI, Ltd. MAC Svcs. Agmt.
3.19.26

Sole Source Contract 19484

# MEDICAID ADMINISTRATIVE CLAIMING SERVICES AGREEMENT

This Medicaid Administrative Claiming Services Agreement (the "Agreement"), Sole Source Contract 19484, is made and entered into by and between the City of Lubbock, acting by and through its Health Department (the "City") and JBI, Ltd. ("JBI"), a Texas limited partnership, by its general partner, Justice Benefits, Inc., for the purpose of services, training, compliance monitoring and support related to Medicaid Administrative Claiming ("MAC") activities.

## WITNESSETH

**WHEREAS**, many of the services provided by the City through its Health Department are funded directly by local and state funds when, in fact, some of those services are eligible for Federal Financial Participation (hereinafter "FFP"); and

**WHEREAS**, JBI has been identified as the only provider in Texas capable of delivering a fully integrated, end-to-end MAC claiming solution tailored to local health departments by combining proprietary software, specialized training, compliance monitoring, policy updates, and audit support; and

**WHEREAS**, JBI is willing and able to provide professional assistance to explore opportunities for new state funding, to review prospects for expansion of existing state funding opportunities, to review prospects for expansion of existing FFP, and to secure additional FFP as may be appropriate for the City; and

**NOW, THEREFORE**, for and in consideration of these mutual covenants and promises recorded herein, the parties hereto agree as follows:

## ARTICLE I
## SCOPE OF SERVICES

JBI agrees to perform the following services:

1.01 JBI will perform all services and activities as set forth on the Scope of Services, attached hereto as "Exhibit A" and incorporated herein.

1.02 JBI will assist the City with a MAC project plan, provide necessary training, and successfully prepare MAC claims for the City.

1.03 JBI will review the policies and procedures used by the City to identify such additional Federal, State, and other revenue sources, if any, as may be available to the City through participation in new programs or expansion of existing FFP. These efforts may include any of the following activities: advising the City of the reimbursement opportunity, preparing or enhancing the claim, preparing or assisting with submittal packages, preparing audit files, assisting the City with submittals, assisting the City should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities.

1.04 JBI will continually monitor for new funding opportunities. When a new federal or state reimbursement opportunity arises, JBI will notify the City of that opportunity, if applicable. JBI will strive to identify and optimize all federal and state reimbursement opportunities for the City.

## ARTICLE II
## RESPONSIBILITIES OF THE CITY

2.01 In order to assist in the performance of services by JBI, the City agrees to:

a. Designate a contract monitor who shall:

i. Be the person responsible for monitoring JBI's performance under the terms and conditions of this Agreement; and

ii. Authorize the fee percentage payable based upon properly submitted invoices and in accordance with the terms and limitations of Article IV of this Agreement.

b. Provide JBI with copies of or access to documents and databases that are necessary for the successful completion of the Scope of Services.

## ARTICLE III
## TERM AND TERMINATION

3.01 The term of this Agreement is one (1) year, commencing with the effective date of this Agreement.

3.02 Upon conclusion of the Initial Term, this Agreement may continue on the same terms and conditions by written mutual agreement of both parties for up to two (2) additional one-year terms.

3.03 The City may terminate this Agreement without cause at any time by providing written notice to JBI. Upon receipt of a termination notice, JBI shall discontinue all services pursuant to this Agreement. If the City terminates this Agreement as provided for in this section, no fees of any type, other than fees due and payable in connection with the final quarterly claim submitted for the quarter in which the effective date of termination occurs, shall thereafter be paid to JBI.

## ARTICLE IV
## COMPENSATION

4.01 For and in consideration of the services provided under this Agreement, and subject to the not-to-exceed limitations herein, City shall pay JBI a fifteen percent (15%) fee of all revenue amounts received and actually collected during the term as a direct result of MAC reimbursement services provided by JBI. The total amount of fee compensation payable shall not exceed $50,000.00 annually for the Initial Term and any Renewal Terms of this Agreement. The City is not responsible for any fees or costs incurred above or beyond the not-to-exceed amount and shall not be responsible for payment of any of JBI's expenses related to the provision of services under this Agreement.

4.02 Both parties recognize that delays in payment or reimbursement to the City by the Federal or State government may occur. JBI will be paid approved fee compensation within thirty (30) days, only after funds are received and actually collected by the City and an accurate invoice is delivered to the City by JBI.

4.03 In the event that any funds collected through the MAC reimbursement services provided by JBI are subsequently disallowed, the disallowed fees paid to JBI will be credited against any future payments, if applicable, or promptly repaid to the City.

## ARTICLE V
## CONFIDENTIALITY/HIPAA

5.01 JBI agrees that the confidentiality of the information obtained by JBI pursuant to this Agreement shall be strictly observed, as permitted by law, in any reporting, auditing, invoicing and evaluation. Further, it is the intent of the parties to comply with all provisions of the Health Insurance Portability and Accountability Act of 1996, now codified at Title XI, Part C of the Social Security Act and as it may be amended and all regulations promulgated thereunder ("HIPAA"), as these may change from time to time. JBI shall not, and shall require that its employees and agents, shall not, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the City in writing, any individually identifiable patient or medical record information regarding City of Lubbock Health Department patients, and JBI shall comply, and shall ensure that each of its employees and agents providing services under this Agreement complies, with all federal and state laws and regulations, and all HIPAA rules, regulations and policies of the City regarding the confidentiality of such information. This Agreement is being executed contemporaneously with a Business Associate Agreement between the City and JBI, included herein as "Exhibit B" to this Agreement. The parties agree that the Business Associate Agreement, included herein as "Exhibit B", shall be deemed a part of this Agreement for all purposes, including HIPAA compliance, effective as of the date of execution hereof.

## ARTICLE VI
## NOTIFICATION

6.01 Any notice, specifications, reports, or other written communications from JBI to the City shall be considered delivered when posted by certified mail. Any notice delivered by certified mail to JBI at the address on the first paragraph of this Agreement shall be considered delivered when posted.

A. Provider's address and numbers for the purposes of notice are:
Kelsey Frye,
Vice President
Justice Benefits, Inc.
1711 E. Belt Line Rd.
Coppell, TX 75019
Telephone: (972) 406-3707
Email: kfrye@jbi-ltd.com

B. City's address and numbers for the purposes of notice are:
Katherine Wells,
Director of Public Health
City of Lubbock
P.O. Box 2000
2015 50th Street
Lubbock, Texas, 79457
Telephone: (806) 775-2941

## ARTICLE VII
## COMPLIANCE AND STANDARDS

7.01 JBI represents and warrants that it is capable and willing to provide the services called for in the Agreement, and agrees to render the services in accordance with the applicable generally accepted industry standards. JBI shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations

relating to the services and JBI's performance to be rendered hereunder. JBI represents that JBI and its personnel are fully qualified to perform the services and provide the deliverables described in this Agreement.

## ARTICLE VIII
## MISCELLANEOUS PROVISIONS

8.01 **Authority**. The person(s) executing this Agreement on behalf of the parties, or representing themselves as executing this Agreement on behalf of a party, warrant and guarantee that each has been duly authorized by the appropriate party to execute this Agreement on behalf of the party and to validly and legally bind the party to all of its terms, performances, and provisions.

8.02 **Amendment**. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered, except in writing signed by the parties.

8.03 **Venue and Governing Law**. This Agreement is subject to all present and future valid laws, orders, rules and ordinances and/or regulations of the United States of America, the State of Texas and the parties, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute or claim arising under this Agreement shall be in a court of appropriate jurisdiction in Lubbock County, Texas exclusively.

8.04 **Entire Agreement**. This Agreement, together with Exhibits A and B, contains the entire agreement of the parties concerning the subject matter described herein and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter described herein. This Agreement supersedes any prior written or oral agreements between the parties concerning the subject matter described herein.

8.05 **Force Majeure**. In the event that either party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the party who has been so affected immediately agrees to give notice to the other party and agrees to do everything possible to resume performance.

8.06 **Indemnification**. JBI agrees to indemnify the City, its officers, employees and agents from any liability, action, claim or damage whatsoever, arising out of or in any way relating to this Agreement. JBI shall defend the City at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon JBI's acts, omissions or services. The provisions of this section shall survive the termination or expiration of this Agreement.

8.07 **Independent Contractor**. JBI and its agents, employees, and officers shall be considered an independent contractor, not an employee of the City, and not be entitled to any of the privileges of benefits of City employment. JBI shall be solely responsible for all expenses it incurs in providing services hereunder.

8.08 **Insurance**. JBI, at its expense, must maintain during the term of this Agreement, the following insurance:

| | |
|---|---|
| Liability Insurance | |
| **Commercial General Liability** | $1,000,000 per Occurrence / |
| (To include Products – Completion/OP, | $2,000,000 Aggregate |
| Personal and Advertising Injury, | **Additional Insured required* |
| Contractual Liability, Fire Damage (any one fire), | **Waiver of Subrogation required* |

and Medical Expenses (any one person).)

| | |
|---|---|
| Automobile Liability Insurance | |
| **Commercial Auto Liability** | $1,000,000 Combined Single Limit |
| (Any auto, including hired, and non-owned autos) | **Additional Insured required* |
| | **Waiver of Subrogation required* |
| Workers' Compensation Insurance | |
| **Workers' Compensation** | Statutory Limit |
| **Employer's Liability** | $1,000,000 per Occurrence |
| | $1,000,000 Disease – Each Employee |
| | $1,000,000 Disease – Policy Limit |
| | **Waiver of Subrogation required* |
| Professional Liability | $1,000,000 Occurrence / |
| | $2,000,000 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 A.M. Best rating of A- or better.

*Subcontractors must carry the same limits listed above.

8.09 **Access to Records, Books, and Documents**. In addition to any right of access arising by operation of law, the City and any of its duly authorized representatives, upon request, shall have access to and the right to examine any site where business is conducted or services are performed by JBI, and all records, which includes, but is not limited to financial, client and patient records, books, papers or documents related to this Agreement. Any fee payments made by the City to JBI pursuant to this Agreement are subject to re-evaluation and refund or withholding. The provisions of this section shall survive the termination or expiration of this Agreement.

8.10 **Non-Discrimination**. JBI agrees to comply with state and federal anti-discrimination laws and agrees to not engage in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, or religion of such persons.

8.11 **Assignment**. Neither this Agreement, nor any rights or obligations of monies due hereunder are assignable or transferable without City's prior written agreement.

8.12 **Severability**. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain valid, binding, and enforceable.

8.13 **Waiver**. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

8.14 **Public Information**. JBI understands and agrees that the City is subject to the Texas Public Information Act, Tex. Gov't. Code Ann. Chapter 552 et seq., as amended, and notwithstanding any provision in this Agreement to the contrary, this Agreement and the terms and conditions of this Agreement are not confidential information.

8.15 **No Third-Party Beneficiaries**. This Agreement is entered solely by and between and may be enforced only by and among the parties. Except as set forth above, this Agreement shall not be deemed to create any rights in or obligations to any third parties.

8.16 **No Personal Liability**. Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of the City.

8.17 **No Joint Enterprise**. This Agreement is not intended to, and shall not be construed to create any joint enterprise between or among the parties. JBI has no authority to bind or otherwise obligate the City orally, in writing or by any act or omission.

8.18 **State Law Contract Requirements**.

(i) Pursuant to Section 2271.002 of the Texas Government Code, JBI 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 this Agreement;

(ii) Pursuant to Section 2252.152 of the Texas Government Code, JBI certifies that it 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 2252.153;

(iii) Pursuant to Section 2274.002 of the Texas Government Code, JBI certifies that it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or that the verification required by this section does not apply to the Agreement; and

(iv) Pursuant to Section 2276.002 of the Texas Government Code, JBI certifies that it does not, and will not for the duration of the Agreement, boycott energy companies or that the verification required by this section does not apply to the Agreement.

8.19 **Debarment and Suspension**. JBI certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

8.20 **No Indemnification by City**. The parties expressly acknowledge that the City's authority to indemnify and/or hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision which purports to require indemnification by the City is invalid.

8.21 **Sovereign Immunity Acknowledged and Retained**. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY

INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITIES FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY OF LUBBOCK RETAINS ALL GOVERNMENTAL IMMUNITIES.

IN WITNESS WHEREOF, the undersigned parties execute this Agreement as of the date written below

EXECUTED THIS _____ DAY OF_____, 2026

City of Lubbock

_____
Mark McBrayer, Mayor

JBI, Ltd. by its general partner:
Justice Benefits, Inc., a Texas Corporation

By: _____
Kelsey Frye
Vice President
1711 E. Belt Line Road
Coppell, Texas 75019

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO FORM:

_____
Rachael Blansett, Assistant City Attorney

# JBI, LTD.

## Medicaid Administrative Claiming (MAC)

## City of Lubbock

## Scope of Services

JBI is a highly skilled Government Consulting Firm that specializes in Federal Revenue Maximization for local and state governments. JBI assists clients in successfully navigating the Federal funding reimbursement process. We focus on the red tape, so you can focus on your community!

## PROGRAM OVERVIEW

| | Medicaid Administrative Claiming (MAC) |
|---|---|
| Program Description | Medicaid Administrative Claiming (MAC) is a Federal Reimbursement program that reimburses costs for the time spent performing Medicaid promotion-related activities. |
| Reimbursable Activities | Medicaid Outreach<br>Medicaid Eligibility Determination<br>Referral, Coordination, and Monitoring of Medicaid Services<br>Medicaid Transportation and Translation<br>Medical Related Provider Relations<br>Program Planning, Development, and Interagency Coordination |
| Documentation | Random Moment Time Study through HHSC |

### The Objective

JBI understands the important role that local health departments play in their communities. A partnership with JBI allows your department the opportunity to access Federal Medicaid dollars that can be used to expand resources and support for the members of your community.

## PARTNERSHIP OVERVIEW

JBI provides comprehensive services to support and assist in maximizing federal funding opportunities. The comprehensive support provided ensures clients are optimizing their claims.

**JBI Comprehensive Support**

- Experienced Program Consultants
- Federal Funding Program Support
- Training
- Claim Compilation and Quality Assurance
- New Program Planning and Implementation

## Experienced Program Consultants

JBI has specialized in Federal Revenue Maximization for state and local departments for 26 years. As Program Consultants, JBI prides itself on the successful relationships that are built with clients. These relationships are built on the strong foundation of JBI's nationwide experience, program knowledge, dedication to support, and readiness to expand opportunities for our clients.

| Experienced Program Consultants | |
|---|---|
| Federal Program Experts | 26 Years of Experience<br>Service 5 Federal Regions |
| Monitor Federal Programs | New Funding Opportunities<br>Requirement Changes and Updates |
| Program Expansion | Established Partners for Multiple States and Departments<br>Identify Program and Department Connection Capabilities<br>Program Knowledge for Expansion Opportunities<br>Expansion Experience |
| Education | Increase Program Success Rate<br>Increase Staff Productivity and Success Rate |
| Comprehensive Support | Implementation Support<br>Program Support<br>Technology Software Solutions Support<br>Continued Support |

## Federal Funding Program Support

Your Health Department is eligible to receive federal reimbursements for the costs of the time spent performing Medicaid promotion-related activities.

JBI's team utilizes a successful project design that assists with each phase of claiming requirements. Each phase of the project plan ensures that the program is effectively and efficiently implemented, activated, and maintained.




| Project Plan Outline | |
|---|---|
| Phase I - Planning | Establish Contacts<br>Documentation Requirements<br>Prepare Training & Education Plan |
| Phase II - Implementation | Program Education<br>Training Plan Execution<br>Financial Document Review |
| Phase III - Go Live | Program Start<br>Compliance Documentation<br>Continuous Support Action Plan |

## Training

Proper training is the key to accuracy and success. HHSC provides required training for participating staff. JBI also provides detailed and focused training to ensure all participating staff have a thorough understanding of the Medicaid Administrative Claiming Program.

| Training | |
|---|---|
| Training Schedule | HHSC provides Time Study Training and Financials training. JBI keeps the health department up to date on training dates and times and ensures completion by all participating staff.<br>JBI provides a required Webinar training for all time study participants that must be completed annually.<br>JBI provides additional training as needed. |
| Training Topics | Program Training<br>Time Study System Training<br>Time Code Training<br>Director and Supervisor Training<br>Cost Report System Training<br>Data Report Training |
| Training Types | Onsite (JBI)<br>Live Webinar (HHSC)<br>Recorded Webinar (JBI) |
| Training Resources | JBI Trainer/ Support<br>Phone and Email Help Desk |

## Claim Compilation and Quality Assurance

Through JBI's years of experience working on federal and state programs, we understand the need for accurate, consistent, and well-documented reimbursement claims. JBI's financial team works closely with agency financial staff to prepare accurate MAC cost report claims. The financial support begins with review of documents and follows all the way through to claim submission and audits.

| Claim Compilation and Quality Assurance | |
|---|---|
| Claim Preparation | Assigned Financial Associate<br>Review Financial Documents<br>Identify Reimbursable Costs<br>Review Claim Results with Agency<br>Identify Areas of Significant Change/Enhancement |
| Financial Help Desk Support | Phone and Email Help Desk<br>JBI Financial Staff Support |
| Audit Support | Coordination of Documents<br>Advise on Audit Questions & Responses<br>Develop and Implement Continuous Improvement Plans, if needed |

## New Program Planning and Implementation

| MAC New Program Planning and Implementation | |
|---|---|
| Contractual Agreements | Contract with JBI<br>Contract with Texas Health and Human Services (HHSC) |
| Begin Phase I Planning | Establish Contacts<br>• Health Department and JBI Roles<br>• Health Department Staff<br>o Review Job Descriptions<br>o Determine Time Study Participants<br>Documentation Requirements<br>• Guidance and Submission of HHSC Contracts and Documents<br>Prepare Training & Education Plan |

# CONCLUSION

As a full-service consulting firm that specializes in Federal reimbursement programs, JBI is committed to providing the local health departments with customized support that is unmatched. MAC is a continuous quarterly program providing reimbursement for activities Health Department staff are already doing.

JBI will ensure all staff are properly trained on the systems and JBI is committed to training and answering questions directly from participating staff. In addition to our training, we have a dedicated toll-free number, an email help desk, and a webinar available to all participants.

We appreciate this opportunity and look forward to continue working with the City of Lubbock.

**Exhibit B**
**HIPAA Business Associate Privacy and Security Agreement ("Agreement")**
Business Associate Name: JBI, Ltd.
Covered Entity: City of Lubbock Department of Health

**RECITALS**

The purpose of this BAA is to comply with "Privacy and Security Requirements," which collectively include, the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160, 162, and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended; and TEX. BUSINESS COMMERCE CODE ANN. 521.001 et seq.

## I. Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:
(a) Business Associate. "Business Associate" ("BA") shall generally have the same meaning as the term "business associate" at 45 CFR 160.103.

(b) Covered Entity. "Covered Entity" ("CE") shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(d) Protected Health Information ("PHI"). "Protected Health Information" or PHI shall mean individually identifiable health information that is transmitted or maintained in any form or medium.

(e) Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103 and/or Texas state laws and regulations.

## II. Obligations and Activities of Business Associate

*CE wishes to disclose certain information to BA pursuant to the terms of the underlying service agreement(s) ("Underlying Agreement(s)"), and BA agrees to*:

(a) Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement;

(c) Without unreasonable delay, report to Covered Entity any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident. BA further agrees to provide CE with the following information regarding a Security Incident when it reports such Security Incident to CE: (1) a brief description of what happened, including the dates the Security Incident occurred and was discovered; (2) a reproduction of the PHI involved in the Security Incident; and (3) a description of whether and how the PHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI prior to disposal. For purposes of this reporting requirement the term "Security Incident" does not include inconsequential incidents that occur on

a frequent basis such as scans or "pings" that are not allowed past BA's firewall and that do not interfere with information system operations related to the PHI. If BA determines that it is infeasible to reproduce the PHI involved in the Security Incident, BA agrees to notify CE in writing of the conditions that make reproduction infeasible and any information BA has regarding the PHI involved.

BA agrees that CE will review all Security Incidents reported by BA and CE, in its sole discretion, will take steps in response, to the extent necessary or required by law including, but not limited to, (1) notifying the individual(s) whose PHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on CE's website, or through a combination of those methods, of the Security Incident; (2) providing the individual(s) whose PHI was involved in the Security Incident with credit monitoring and related services for a period of time to be determined by CE, at no cost to the individual(s); and (3) providing notice of the Security Incident to the Secretary of the United States Department of Health and Human Services ("HHS");

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the BA agree in writing to the same restrictions, conditions, and requirements that apply to the BA with respect to such information;

(e) Within ten (10) days of a request by CE for access to PHI about an individual, make available to CE such PHI for so long as such information is maintained. In the event any individual requests access to PHI directly from BA, BA shall within ten (10) days forward such request to CE. Any denials of access to the PHI requested shall be the responsibility of CE;

(f) Upon CE's request, promptly amend PHI or a record about the individual in a Designated Record Set that is in the custody or control of BA, so that CE may meet its amendment obligations under 45 C.F.R. § 164.526. If an individual submits a request for amendment to BA, BA shall within ten (10) days forward the request to CE;

(g) Within ten (10) days of notice by CE to BA that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, make available to CE such information as is in BA's possession and is required for CE to make the accounting required by 45 CFR 164.528. At a minimum, BA shall provide CE with the following information: (a) the date of the disclosure; (b) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to BA, BA shall, within five (5) days, forward such request to CE. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section;

(h) Comply with the requirements of Subpart E of 45 CFR Part 164 that apply to the CE in the performance of such obligation(s) to the extent the BA is to carry out one or more of CE's obligation(s) under Subpart E;

(i) Make its internal practices, books, and records available to the CE and to the Secretary for purposes of determining compliance with the HIPAA Rules;

(j) Comply with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral;

(k) Not, without written authorization from CE, perform marketing or fundraising on behalf of CE, or engage in the types of communications on behalf of CE that are excepted from the definition of marketing established at 45 C.F.R. § 164.501. If CE requests and authorizes BA to engage in these activities, BA shall comply with the applicable Provisions of the HITECH Act and the HIPAA Rules;

(l) Not directly or indirectly receive remuneration in exchange for an individual's PHI unless it is pursuant to specific written authorization by the individual or subject to an exception established in the HIPAA Rules; and

(m) To the extent BA is a Creditor as defined in the Federal Trade Commission's (FTC) Red Flag Rules (16 CFR Part 681), comply with the FTC Red Flag Rules with respect to its use and disclosure of PHI under this Agreement, including but not limited to a written program to prevent, detect, and mitigate identify theft.

## III. Permitted Uses and Disclosures by Business Associate

(a) BA may only use or disclose protected health information as necessary to provide Services to or on behalf of CE as provided in the Underlying Agreement(s) between CE and BA.

(b) BA may use or disclose protected health information as required by law.

(c) BA agrees to limit uses and disclosures and requests for protected health information to "limited data set" as that term is defined at 45 CFR 164.514(e)(2) or, if needed, to the minimum necessary as defined at 45 CFR 164.502(b) to accomplish the intended purpose of such use, disclosure, or request.

(d) BA may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by CE.

(e) BA may use PHI to provide data aggregation services to CE as permitted by 45 CFR 164.504(e)(2)(i)(B).

## IV. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) CE shall notify BA of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect BA's use or disclosure of protected health information.

(b) CE shall notify BA of any restriction on the use or disclosure of protected health information that CE has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect BA's use or disclosure of protected health information.

## V. Permissible Requests by Covered Entity

(a) CE shall not request BA to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by CE.

(b) CE may request BA to use or disclose PHI, if applicable and in accordance with the purpose of this Agreement or an agreement for services between CE and BA, for data aggregation.

## VI. Term and Termination

(a) **Term.** The Term of this Agreement shall be effective as of the Effective Date, and shall terminate when all PHI provided to BA by CE, or created or received by BA on behalf of CE, is destroyed or returned to CE or on the date CE terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) **Termination for Cause.** BA authorizes termination of this Agreement and the Underlying Agreement(s) if the CE reasonably determines that BA has violated a material term of this Agreement. Prior to termination, CE shall provide BA with written notice of the breach and give BA an opportunity to cure the breach. If BA fails to cure the breach within a reasonable time as determined and specified by CE it its sole discretion, CE may terminate this Agreement and the Underlying Agreement(s).

(c) **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BA shall return or destroy all protected health information that it maintains in any form and shall retain no copies of such information or, if return or destruction is not feasible, as determined by BA in BA's sole discretion, BA shall continue to extend the protections of this Agreement to such information and limit further use of the information to those purposes that make the return or destruction of the information not feasible.

(d) **Mitigation.** If BA violates this Agreement or the HIPAA Rules, BA agrees to mitigate any damage caused by such breach.

(e) **Survival.** The obligations of BA under this Section shall survive the termination of this Agreement.

## VII. General Terms

(a) **Regulatory References**. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) **Amendment**. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. Notwithstanding the foregoing, to the extent that any relevant provision of HIPAA or the HIPAA Rules is amended in a manner that changes the obligations of BA or CE provided for in this Agreement, such changes shall be deemed automatically to apply to and to be incorporated by reference into this Agreement. The Parties agree to amend this Agreement from time to time as necessary to reflect their agreement to such changes.

(c) **Severability**. The provisions of this Agreement shall be severable, and if a provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

(d) **No Third Party Beneficiaries**. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.

(e) **Entire Agreement**. This Agreement constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof.

(f) **Interpretation**. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

(g) **Notices**. Any notice required to be given pursuant to the terms and provisions of this BAA will be in writing and deemed to be given: (a) upon delivery in person, (b) three (3) days after the date deposited with or sent by U.S. Mail (first class, postage paid, return receipt requested), or (c) upon receipt by commercial delivery service, and addressed as follows, or to such address as CE may subsequently designate to BA in writing:

City of Lubbock, on behalf of its Health Department
2015 50th Street, Lubbock, Texas 79412
ATTN: Katherine Wells, Director of Public Health

Justice Benefits, Inc.
1711 E. Beltline Rd.
Coppell, TX 75019
ATTN: Kelsey Frye, Vice President

(h) **Inspection**. Upon written request, BA agrees to make available to CE and its duly authorized representatives during normal business hours BA's internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI received from, or created or received on behalf of, CE in a time and manner designated by CE for the purposes of CE determining compliance with the Privacy and Security Requirements. BA agrees to allow such access until the expiration of four (4) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. BA agrees to allow similar access to books, records, and documents related to contracts between CE and organizations related to or subcontracted by CE to whom BA provides confidential information, including, but not limited to, PHI received from, or created or received on behalf of, CE.

(i) **No Agency**. BA shall not be deemed to be the common law agent of CE.

(j) **Assignment**. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs (as applicable), legal representatives, successors, and permitted assigns. BA shall not have the right to assign or transfer its rights and obligations under this Agreement to any third party without prior written consent of CE.

(k) **Execution.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute but one agreement.

(l) **Compliance with Applicable State Law.** To the extent state law is not preempted by HIPAA, BA shall comply with the laws of the State of Texas protecting the access, use, disclosure and maintenance of PHI including without limitation requirements for reporting of a breach, breach notification to affected individuals and training of BA's work force. The District Court of Lubbock County, Texas shall be the exclusive forum for the determination of any disputes regarding or related to this Agreement or its performance and the parties irrevocably consent to the personal jurisdiction and venue in such court, provided that, if the District Court of Lubbock County lacks subject matter jurisdiction, exclusive jurisdiction and venue shall be in the court nearest to Lubbock, Texas which has subject matter jurisdiction over the controversy.

(m) **Audit.** BA shall notify CE's Privacy Officer if BA becomes the subject of a Department of Health and Human Services audit pursuant to 42 USC § 17940.

AI# 14218
Regular City Council Meeting 6. 18.
04/14/2026:

## Information

### Agenda Item

**Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Contract 19436, with JSM Airport Services, LLC, for Operations and Maintenance of the Baggage Handling System at Lubbock Preston Smith International Airport.

### Item Summary

Lubbock Preston Smith International Airport (LBB) issued a Request for Proposal (RFP) from experienced providers, to furnish all industry-skilled labor, materials, methods, expertise, supervision, resources, consumables, equipment, tools, accessories, apparatus, training, incidentals, parts management, warranty administration, and related services related to the baggage handling system. The contractor will be required to furnish and perform comprehensive Operation, Management, and Maintenance services for the LBB outbound common-use automated in-line baggage handling system, the inbound handling system, and the slope-plated carousel bag claim devices.

In response to RFP 26-19436-KM, the following contractors submitted proposals.

| Contractor | Amount |
|---|---|
| Oxford Airport Technical Services, Jamaica, New York | $358,908.00 |
| JSM Airport Services, LLC, Apopka, Florida | $378,995.00 |
| Symbrant Aviation Services, Inc., Farmingdale, New York | $456,000.00 |
| PBP Services, Franklin, Texas | $817,851.68 |
| WyCo Services, Covington, Louisiana | $888,747.63 |

The Evaluation Committee used the following criteria for all proposals received:

40 points — Fee Proposal;
30 points — Knowledge and Background;
20 points — Recent and Relevant Experience; and
10 points — Proposed Staffing and Support Staff.

The Evaluation Committee arrived at the following rankings.

| Contractor | Points |
|---|---|
| JSM Airport Services, LLC, Apopka, Florida | 97.00 |
| Oxford Airport Technical Services, Jamaica, New York | 78.00 |
| PBP Services, Franklin, Texas | 61.00 |
| Symbrant Aviation Services, Inc., Farmingdale, New York | 58.33 |
| WyCo Services, Covington, Louisiana | 45.00 |

The Evaluation Committee and the Airport Advisory Board recommend the contract award to the highest- ranking contractor, JSM Airport Services, LLC of Apopka, Florida, for $378,995.

The contract term will be for one (1) year with five (5) additional one-year periods.

**Fiscal Impact**

Contract 19436 for $378,995 per year, is funded in Airport Building Maintenance Professional Services 4615.8302.

**Staff/Board Recommending**

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

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**Attachments**

Resolution - JSM Airport Services, LLC

Contract 19436 JSM Airport Services, LLC

Project Summary RFP 26-19436-KM

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 19436 for Operations and Maintenance of Baggage Handling System, between the City of Lubbock and JSM Airport Services, LLC., of Apopka, Florida, 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, Chief Assistant City Attorney

ccdocs II/RES.Serv Contract – JSM Airport Services, LLC
March 27, 2026

Contract 19436

**City of Lubbock, TX**
**Operations and Maintenance of Baggage Handling System**

**Agreement**

This Service Agreement (this "Agreement") is entered into as of the **25** day of **August** **2026** ("Effective Date") by and between **JSM Airport Services, LLC** (the Contractor), and the City of Lubbock (the "City").

**RECITALS**

WHEREAS, the City has issued a Request for Proposals 26-19436-KM, Operations and Maintenance of Baggage Handling System 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 Operations and Maintenance of Baggage Handling System, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Price Proposal Sheet
4. Exhibit C – Insurance Requirements

**Scope of Work**

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall execute services as the named provider. The Contractor shall comply with all the applicable requirements set forth in Exhibit B and Exhibit C attached hereto.

**Article 1**

1.1 The contract shall be for a term of one (1) year, with the option of four (4), one (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. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

1.2 Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index

(CPI) or Product Price Index (PPI) as appropriate. Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period. If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

1.3 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.

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

1.5 This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

**Article 2 Miscellaneous**.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

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

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

2.11 The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract Insurance requirements document, this provision shall control.

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

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

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

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

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

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

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

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

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

2.20 Indemnify. The Contractor shall indemnify and save harmless the City of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

**-----INTENTIONALLY LEFT BLANK-----**

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

BY: _____

Mark McBrayer, Mayor

ATTEST:

_____

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Signed by:
Kelly Campbell
19D6CF7963CA481...

Kelly Campbell, Director of Lubbock Preston Smith International Airport

APPROVED AS TO FORM

Signed by:
Mitch Satterwhite
643AA6378AB5437...

Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR

Signed by:
Michael W Conner
E190A91CF36A49E...

Authorized Representative

Michael W Conner

Print Name

1321 Apopka Airport Rd, Unit 101

Address

Apopka, FL 32712-5967

City, State, Zip Code

**City of Lubbock, TX**
**RFP 26-19346-KM**
**Operations and Maintenance of Baggage Handling System**

# GENERAL REQUIREMENTS

## 1. INTENT

### GENERAL INFORMATION

**1.1.** Lubbock Preston Smith International Airport (Airport) hereby requests Proposals from interested, qualified, capable, and experienced providers to furnish all industry-skilled labor, materials, methods, expertise, supervision, resources, consumables, equipment, tools, accessories, apparatus, training, incidentals, parts management, warranty administration, and related services necessary to furnish and perform comprehensive Operation, Management, and Maintenance Services for the outbound common-use automated in-line baggage handling system, the inbound baggage handling system, and the slope-plate carousel bag claim devices. The purpose of this RFP is to solicit proposals from properly certified, qualified, and experienced providers in order to select a Proposer and negotiate and execute a contract to perform the BHS services described above to best meet the Airport's needs.

**1.2.** The selected Contractor shall be responsible for the safe, effective, and efficient transport and delivery of all outbound airline checked passenger baggage and related items introduced onto the BHS at the established outbound induction locations, while in-transit on the airport's automated outbound common use baggage handling system, through the TSA-mandated mini in-line and adjacent manual or out-of-gauge bag screening processes, up to final delivery at the appropriate airline baggage makeup carousels operating at the airport, to include manual transport of introduced bags as necessary. In addition, the successful Contractor will be responsible for the safe, effective, and efficient transport of all inbound airline baggage and related items delivered onto the Airport's inbound slope-plate carousel bag claim devices located at ticketing level bag claim.

**1.3.** In addition, the Contractor shall also be responsible for the overall preventative, predictive, and corrective and repair maintenance (scheduled and unscheduled) of all systems and components of the BHS, to include all associated mechanical, electrical, electronic, software and programmable logic systems and components, on a twenty-four hours a day, seven days per week (24/7) basis, as provided for herein. The Contractor will furnish and perform comprehensive operation, management, and maintenance services, to include continuous monitoring and system management and operation, preventative, predictive, and corrective and repair maintenance, as well as software/programmable logic, parts management in coordination with the Airport, and warranty administration services for the Airport's inbound and outbound Baggage Handling System (BHS). The Contractor will furnish qualified supervisory and administrative support staff, industry-skilled BHS maintenance technicians and mechanics, and competent and capable system operating staff to satisfy the requirements of this scope of services.

**1.4.** The Contractor shall not be responsible for the operation, management, and/or maintenance of the security baggage screening equipment furnished by the Transportation Security Administration (TSA) and integrated into the BHS but will be responsible for intra-agency coordination and the related BHS system components that feed and accept bags and related items to and from the TSA security screening equipment.

## 2. SCOPE OF WORK

### 2.1. EQUIPMENT DESCRIPTION - BHS

2.1.1. The Inbound Baggage Handling System (BHS) at LBB consists of three (3) new slope plate claim carousels fed from independent conveyor sub systems from the ramp level below. The claim devices were manufactured and installed by Buemer and began operation mid-2020. Each claim unit has a rollup security door. Schematic illustration of the inbound BHS and bag claim devices is attached for reference purposes as Exhibits to this scope. The common use outbound BHS supports all airlines operating at LBB. The design consists of three ticket counter and a tie-in of the existing Southwest Airline ticket counter for a total of 4 input locations for baggage, each with their own roll up security door. Baggage will collect onto a single main line at the ramp level and be delivered to a two EDS machine mini-inline screening system. A light curtain will identify out of gage bags and send them down the SS2 line to a removal point prior to the EDS entrance and adjacent to the OS screening area. There are no OS baggage conveyors in the system. Cleared bags will collect on the CL1 line and pass through a sortation ATR to be sorted to one of two baggage makeup carousels via an HSD II. A schematic illustration of the outbound BHS is attached for reference purposes as Exhibit A-2 to this scope.

2.1.2. An HMI will be installed at the MCP for real time monitoring of the system.

### 2.2. RESPONSIBILITIES OF CONTRACTOR

2.2.1. The equipment covered under this contract has been maintained since original installation using similar requirements as this Scope of Work.

2.2.2. The Contractor shall be responsible for the operations and/or maintenance of the equipment and systems described herein to assure full conformance with the System Availability requirements defined herein.

2.2.3. The Contractor shall be responsible for meeting the Administrative, Quality Control, Operational and Maintenance requirements described herein.

2.2.4. The Contractor shall be responsible for procuring parts and supplies, maintaining adequate levels of spare parts, and providing inventory reporting as described herein.

2.2.5. The Contractor shall be responsible to develop and provide an end user training program, as described herein, for all equipment and systems.

2.2.6. The Contractor shall be responsible for the Additional Responsibilities as described herein.

2.2.7. The Contractor shall be responsible for providing the reports and deliverables as described herein.

## 2.3. ADMINISTRATIVE REQUIREMENTS

2.3.1. Minimum Staffing

a. The Contractor shall provide a sufficient number of well trained, qualified personnel to perform preventative maintenance, diagnose system/equipment problems, and make repairs as needed in order to ensure system availability. A designated 'lead' shall be "on-call" 24/7/365 and available to respond to emergencies at the request of the Airport, unless otherwise approved in advance by the Airport's Representative.

b. Contractor personnel must be able to respond to any system outage or other emergency situation within 10 minutes.

c. The Contractor shall provide a sufficient quantity of Jam Runners to clear bag jams at all times that the system is in operation; and transfer baggage tubs from ramp level up to airline ticket counters.

2.3.2. The Contractor's personnel shall maintain a clean and neat appearance at all times. The Contractor shall furnish appropriate uniforms, as approved by the Airport, to every employee. These uniforms shall be worn at all times while on duty and shall be kept clean and in good condition. All Contractor staff and subcontracted personnel shall demonstrate exceptional conduct at all times and shall be polite, courteous, and professional in their dealings with other airport entities and the general public. Profanity, dishonesty, and harassment of any type will not be tolerated and will be grounds for removal.

2.3.3. The Contractor's employees, agents and invitees shall obey all reasonable instructions and directions issued by the Airport concerning its operations and shall comply with the Airport's security, safety, operations, and fire protection procedures. Any tools, equipment, materials, or supplies that are carried into the secure areas of the Airport must be closely monitored at all times and kept out of reach of the public. Any fines for security violations levied against the Contractor by regulatory agencies, such as the FAA, TSA, etc., shall be the responsibility of the Contractor. Likewise, any fines levied against the Airport for security violations caused by the Contractor's personnel shall be paid immediately by the Contractor or deducted from the Contractor's monthly service fee.

2.3.4. The Contractor shall ensure that all employees and sub-contractors involved in providing services under this Agreement have adequate training and a thorough understanding of the systems described above.

2.3.5. High level exhibits are provided at the end of this document for reference only.

2.3.6. In the event the Airport, in its sole discretion, arranges for the availability and use of any OEM control hardware and software by the Contractor for the purposes of troubleshooting, or repair, such software, manuals and/or any related documents shall remain the Airport's property and may not be used for any purpose other than performance of the Scope of Services and may not be forwarded or copied without the written consent of the Airport and any other entity required by applicable law. In said event, the Contractor shall not violate any terms, conditions, obligations, or certification requirements, whether contractual, regulatory, or otherwise, associated with the availability and/or use of said software.

2.3.7. The Contractor shall provide and utilize a computerized maintenance management system (CMMS) at the start of this contract for the purpose of scheduling and generating work orders for all maintenance and repair activity performed for each piece of equipment covered

under this Contract. CMMS shall also be utilized to maintain a complete, current, and accurate accounting of all spare parts and associated costs.

The Contractor shall generate work orders for all service calls, bag jam clearing, vandalism, corrective maintenance repairs as applicable. Upon completion of work the Contractor shall be responsible for closing out the work order by inputting all relevant information data in the CMMS that relates to work performed by the Contractor.

This information data shall include the equipment number, name of Mechanic(s)/Electrical and/or Controls Technician, date of service, duration of work performance, specific repairs accomplished, part numbers, labor, date completed and any comments necessary to explain corrective action or work performed.

The Contractor shall provide the Preventive Maintenance tasks and intervals for each equipment type and a list of equipment for each type to the Authority in Excel format. The Contractor shall enter this data into the CMMS after which the CMMS will generate the Preventive Maintenance schedule. When equipment is added or removed or when equipment types are added or removed from the scope of this Contract the O&M Contractor shall provide the updated information to the Airport within five (5) business days after the change of scope.

The Contractor shall provide read-only access to the Contractor's CMMS for the Airport's Representative(s) in order to query data and run reports as needed.

2.3.8. All electronic data associated with services provided for the Agreement shall become property of the Airport. The CMMS software, which the Contractor utilizes for data storage/organization and report generation, shall have the capability to export data to the latest version of MS Excel or MS Access. At a minimum, Contractor shall provide a full export of all data to the Airport, in a format acceptable to the Airport, on a quarterly basis.

2.3.9. The Contractor covenants and agrees to carry out and perform its covenants, obligations, duties and responsibilities in such a manner so as to ensure the regular and continuous operations of the Airport and to minimize any effect upon, disruption to, interference with or interruption of:

a. The user airlines' and the TSA's use and operation of the BHS.
b. The user airlines' and TSA's activities related to or connected with the operation and use of the BHS, or
c. Any of the Airport's operations.

2.3.10. For any planned maintenance activity that has the potential to adversely impact normal airport operations, the Contractor shall submit to the Airport an "LBB Operations Impact Notice" at least forty-eight (48) hours in advance of the activity. The Contractor shall not proceed with any work for which an impact notice has been submitted without first receiving written approval of the impact notice from the Airport.

2.3.11. The Airport shall provide suitable office and storage space at no cost to the Contractor. This space shall be used by the Contractor exclusively for carrying out its responsibilities for this agreement. The Contractor agrees not to modify the space in any way without written consent by the Airport and, upon termination of this agreement, shall return the space in the same condition as when first occupied by the Contractor. The Airport reserves the right to

repossess any space at any time and for any reason. In such case, the Airport will endeavor to find other suitable space for the Contractor to utilize.

2.3.12. All OEM-specific tools or equipment or office furniture that is provided by the Airport, or for which the Airport has reimbursed the Contractor, shall remain or become permanent property of the Airport and shall be returned to the Airport upon termination of the agreement. An inventory listing of such tools, equipment, and office furniture shall be maintained by the Contractor and provided to the Airport upon request.

2.3.13. The Contractor shall adhere to all regulations imposed by the TSA, FAA, and the Airport regarding access to, parking near, and work within the terminal buildings and secure areas.

2.3.14. Any person employed by the Contractor, including its Sub-contractors and invitees, shall be required to undergo TSA screening of their person and property and present positive identification before entering the Security Identification Display Area (SIDA) of the Airport, or shall be escorted by properly trained and badged Contractor employees while in the SIDA. Positive identification shall be in the form of a security badge issued by the Airport. To obtain a security badge, the requester shall submit to a FBI fingerprint-based Criminal History Records Check (CHRC) and submit a completed and signed "Security Authorization Badge Application" to the Airport's Operations Office. Contractor will pay all associated fees related to security badge requirements.

2.3.15. All Contractor's vehicles entering the restricted area shall be required to display permanent markings with the Contractor's name. In addition, the Contractor's employees driving any motorized vehicle within the restricted area shall have completed the ramp driving training, passed the ramp driving test and have the ramp driving decal displayed on their SIDA badge. There will be no cost to the Contractor for operating vehicles on the ramp while performing services that are part of this Scope of Services.

2.3.16. The Contractor shall provide adequate communication devices for use by its employees in the performance of the required services. At a minimum, the Contract Manager and each supervisor shall be provided with a smart phone with texting, email and internet service. In addition, the Contractor shall provide portable radios for communication with each worker in the field. The Contractor's radios shall be compatible with the Authority's radio communications system.

2.3.17. The Contractor's on-site resources, including management, labor, vehicles, tools, equipment and Airport-provided operational space, shall be utilized by the Contractor solely for the purpose of performing the required services in this Scope of Work. For any other work that the Contractor engages at the Airport, it shall utilize separate resources and shall notify the Airport in writing of such engagement.

2.3.18. Contractor's vehicles shall be properly maintained and kept in good appearance at all times. All passenger vehicles shall be registered in the state of Texas with up-to-date registration decals and safety/emissions inspections. Vehicles will be kept clean and will not be allowed

to have noticeable body and/or paint damage, fluid leaks, cracked windshield or side glass, or mechanical problems of any nature. Golf carts or other motorized vehicles shall also be kept in good operating condition and appearance. Golf carts shall be equipped with a roof-top strobe and decaled with the Contractor's name/logo.

## 2.4. QUALITY CONTROL PROGRAM

2.4.1. The Contractor shall implement an industry standard quality control program. This program shall ensure the Contractor fulfills all the requirements of this Scope of Services. This program shall include, but is not be limited to, all elements of the quality control program described in the Proposal submitted by the Contractor in response to the Airport's solicitation for this Contract. A final written quality control program shall be provided by the Contractor to the Airport no later than thirty (30) days after Contract commencement date, for approval by the Airport.

2.4.2. The quality control program shall, at a minimum, include the following:

a. Responsibility for the day-to-day inspection and monitoring of all Contractor work performed to ensure compliance with Contract requirements.

b. A proactive management system based on using quality control inspections as a means of monitoring work performance to ensure services are being provided in accordance with the Contract documents. The Contractor shall have at least one (1) of the Contractor's key personnel perform a quality control inspection for each shift and submit a copy of this report to the Airport weekly.

c. Description of how inspections, scheduled and unscheduled, are to be conducted.

d. Documentation, such as inspection forms and corrective action forms, to record inspections and corrective action performed.

e. A comprehensive training program to ensure a knowledgeable and efficient work force.

2.4.3. At various times, either scheduled or unscheduled, the Airport may accompany the Contractor while an inspection is performed.

2.4.4. At all times during the Contract period, the Contractor shall provide no less than the level of quality described in this Scope of Services.

2.4.5. Each phase of the maintenance services rendered under this Contract is subject to Airport inspections, both during and after completion of work. The Airport's inspections are NOT a substitute for adequate and consistent quality control by the Contractor.

2.4.6. The Airport has the right, at all times, to inspect services performed, Contractor's workmanship and materials furnished/utilized in the performance of such services to the extent practicable. The Airport shall perform inspections, as it deems necessary, throughout the term of the Contract. However, inspections and/or walk-throughs shall be conducted in a manner that will not unduly interrupt/delay the Contractor's work.

2.4.7. The Airport has the right to arrange for a third party to conduct a condition assessment on the Maintained Equipment, to identify and analyze equipment failures.

2.4.8. If any of the services do not conform to Contract requirements, the Authority may require the Contractor to perform the services again in conformity with Contract requirements, at

no increase in cost. When defects in service cannot be corrected by performing the service again, the Airport may:

a. Require the Contractor to take the necessary action to ensure that future performance conforms to the Contract.
b. Reduce the monthly payment to reflect the reduced value of the services performed. The Airport shall make a determination as to an appropriate sum of money that will approximately equate to the reduced service.

2.4.9. If, after having been directed by the Airport to correct a deficiency, the Contractor fails to promptly perform the services again or fails to take the necessary action to ensure future performance is in conformity with Contract requirements, the Airport may:

a. Perform the services (by contract or otherwise) and charge the Contractor any cost incurred by the Airport directly related to the performance of such service.

b. Terminate the Contract for default.

## 2.5. BHS OPERATIONAL SERVICES

2.5.1. The Contractor shall operate and monitor the operational status of the BHS during all hours of operation. In doing so, the Contractor shall perform the tasks in the tables below as well as perform the supplier's and/or OEM's recommendations referenced in the equipment's O&M manuals. The tasks in the tables are separated into three group; 1) Daily Tasks, 2) Regularly Scheduled Non-Daily Tasks, and 3) Unscheduled Tasks. The Contractor shall also initiate and coordinate implementation of any backup/fallback procedures necessary to allow continued operations and interface directly with the user airlines and TSA as directed by the Airport.

Daily Tasks:

| | |
|---|---|
| **1** | Ensure that all previous day's "Daily Tasks" have been completed. |
| **2** | Ensure the BHS is ready for operation at least 45 minutes earlier than any ticket counter opening. |
| **3** | Verify that all communications links are running and operational (PLC). |
| **4** | Verify there are no devices in an alarm state or conditions that will prevent the BHS from starting and correct any conditions that may prevent system start-up. |
| **5** | Verify readiness to exercise/initiate any and all back-up or fallback modes or procedures at any time (e.g., redundant PLC's on-line, back-up diverters operational where available). |
| **6** | Monitor system for any visual and audible alerts and correct identified conditions. |
| **7** | Coordinate and communicate with user airlines and their operations and maintenance staff as needed (e.g., regarding any/all BHS operational decisions, initiation of fallback modes and procedures, changes in status, downtime, etc.). |
| **8** | Immediately clear baggage jams as they occur, ensure bags are aligned as required upstream of EDS machines and/or immediately clear any resulting jams and in the event of system outage, manually move baggage as required to maintain operations of the airlines. |
| **9** | In the event of a BHS failure, expeditiously remove any baggage remaining in the BHS and 1) transport unscreened bags to the TSA search room and 2) transport the screened bags to an airline retrieval location designated by the Airport. |
| **10** | Prepare System Health Reports (see reports section) on a daily basis, including weekend days and holidays, and store them electronically in a pdf format. The Contractor shall provide them to the Airport as requested. |

Regularly Scheduled, Non-Daily Tasks:

| | |
|---|---|
| **1** | Perform all scheduled PM tasks |
| **2** | Check spare parts inventory and initiate any required purchase requests. |
| **3** | Perform semi-annual spare parts audit |
| **4** | Attend meetings as scheduled by the Airport, TSA, and Airlines |

Unscheduled Tasks:

| | |
|---|---|
| **1** | Provide on-site support to third party controls support provider |
| **2** | During situations of high volume of "unknown" bags entering CBRA, provide transport of bags to CT80 or other screening location. |
| **3** | Coordinate and communicate with the Airport as required (e.g., regarding any/all BHS operational decisions, initiation of fallback modes and procedures, changes in status, downtime) |
| **4** | Initiate and coordinate contingency operations as needed |

2.5.2. During baggage system failures, the Contractor shall assist, as available, with contingency operations. Depending on when the failure occurs, the Contractor may need to initiate the contingency plan and provide the alternate means of moving bags to the screening area(s), as described in the contingency plan. Further, the Contractor shall provide a minimum of six (6) luggage carts to be used to move bags during contingency operations. Carts shall be equal to Magliner Commercial U-Boat with two handles. Carts shall be maintained in good condition at all times.

## 2.6. BHS MAINTENANCE SERVICES

2.6.1. The Contractor shall perform, at a minimum, all BHS maintenance services, in accordance with the Preventative Maintenance Task List attached hereto as Attachment 1 and the recommended service, inspection, and preventative maintenance plans recommended by the respective OEM as well as industry best practices. Any additional PM inspections or tasks that the Contractor determines are needed to maintain a high degree of equipment reliability shall also be included. For all tasks Contractor shall document the completion of the task as well as any deficiencies noted and corrections made.

2.6.2. For each of the BHS subsystems, the Contractor shall perform the following types of maintenance.

2.6.3. Routine and Preventative Maintenance – RM/PM activities are those activities required to keep the BHS operating at the prescribed levels of safety efficiency and reliability, which are performed on a regular basis at specified intervals. Scheduled maintenance activities shall, at minimum be performed as included in the maintenance plans provided by the BHS suppliers/OEMs. Preventative measures shall include cleaning BHS conveyor equipment as well as the surrounding area as required to keep equipment free from any trash, dirt and/or debris.

2.6.4. Non-Scheduled Maintenance - Corrective measures or repairs necessitated by an inspection, a failure, or unusual circumstances adversely affecting the normal BHS or carousel operation. Non-scheduled maintenance may be required as a result of unsatisfactorily conditions discovered during an inspection or because of an operational failure. Non-scheduled maintenance shall be performed on a priority basis as necessary to meet the specified performance criteria (e.g., system service availability).

2.6.5. Other Maintenance- Maintaining updated maintenance manuals, maintenance of testing equipment, maintenance of tools, equipment, and furniture.

2.6.6. The Contractor shall notify the Airport of all failure conditions that create a system outage during the operational period of the BHS, the estimated time of repair and the type of fallback procedure to be implemented during the BHS failure condition(s).

2.6.7. For problems related to the upper level or lower-level controls, the Contractor shall initiate trouble calls with the Airport’s third-party controls support provider and shall continue to provide assistance to the controls support provider until the problem is resolved. The Contractor shall immediately notify the Airport’s Representative of situations requiring third-party controls support and shall maintain accurate records of each trouble call from start to completion.

2.6.8. No Software or PLC code changes are allowed without written consent from the Airport. In the event that a software or PLC code change is required and has been authorized in written form by the Airport, the O&M Contractor shall track every software and PLC code change made to the BHS and its operating programs in a Change Log, including who, where and when changes were made. Previous revisions shall be archived by the Contractor for future use.

2.6.9. The Contractor shall advise the Airport's Representative, affected Airline representative(s) of any required make-up device re-assignments.

## 2.7. PARTS PROCUREMENT AND SPARE PARTS INVENTORIES

2.7.1. The Airport has an inventory of spare parts for use in operating and maintaining the systems. The spare parts inventory shall remain the property of the Airport but shall be used by the Contractor in maintaining the equipment and systems or by the OEM in fulfilling warranty period responsibilities. Parts will be stored in designated areas to be defined at a later date.

2.7.2. The Contractor shall maintain the spare parts inventory and all equipment, consumables and expendables required to meet the specified Performance Requirements and provide all aspects of inventory control including ordering, receiving, storage, cataloging, and auditing.

2.7.3. The Contractor shall purchase parts as needed for a specific purpose, or to maintain the parts inventory, and shall obtain spare parts reimbursements pursuant to any warranties. Prior to making any purchase that will exceed $3,000.00 the Contractor shall obtain the Airport's written approval. The Contractor shall accurately record all purchases made for spare parts and shall provide such records as requested by the Airport. Contractor will make every reasonable effort to asses and provide airport with an annual spare parts prioritized request list by the fourth quarter of every calendar year.

2.7.4. The Contractor shall utilize the computerized maintenance management system (CMMS) and inventory control program as described below to provide up-to-date information on spare parts usage, re-order dates, in stock replacement dates, routine and PM procedures performed for each component, and maintain and track all pertinent budget information regarding spare part usage and replacement. Parts shall be tracked in the system. The Contractor shall have the ability to prepare reports on the above information for submittal to the Authority.

2.7.5. In addition to the annual parts audit, the Contractor shall prepare and submit a monthly report generated from the Contractor's CMMS indicating all parts on hand.

2.7.6. For any new equipment warranty period, the Contractor shall be responsible for managing and tracking the utilization and replenishment of all spare parts utilized by the OEM to fulfill the OEM's warranty responsibilities.

## 2.8. ADDITIONAL CONTRACTOR RESPONSIBILITIES

2.8.1. The Contractor shall be responsible for the following additional responsibilities:

2.8.2. Keeping areas under and around baggage make-up devices and all conveyor equipment free of trash, lint, dirt and other debris.

2.8.3. Maintaining and repairing guard rail around make-up devices. This includes periodically inspecting and tightening all bolts/nuts, resetting anchor bolts as needed, and painting on at least an annual basis.

2.8.4. Baggage hygiene and equipment training - The Contractor shall develop, implement, manage and sustain user training programs to be provided to airline, ground support staff, and other authorized users of the equipment covered in this scope.

a. Contractor shall develop a comprehensive program to implement and sustain a baggage hygiene program for all users of the baggage handling system including but not limited to the airlines, TSA, and any other authorized users of the system. Program shall address how initial training will be managed and conducted, recurring training, how staff turnover is to be addressed, specific education tools used, specific airline/user compliance reporting and feedback, and incorporation of industry best-practices. Program shall also specifically address how baggage hygiene will be monitored and sustained during the term of this agreement.

b. Contractor shall also develop a written train-the-trainer program for familiarity training of all passenger boarding bridges and aircraft support equipment included in this contract including baggage lifts and slides, and potable water cabinets. Program shall address how initial training will be managed and conducted, recurring training, how staff turnover is to be addressed, specific education tools used, specific airline/user compliance reporting and feedback, and incorporation of industry best-practices. If airlines provide this training internal to their organization, proof of this training may be used to meet this requirement.

c. Contractor will investigate baggage delivery questions and issues raised by the Airport, Airlines, or TSA and report findings.

d. The Contractor shall provide tours of the systems as requested by the Airport.

## 2.9. REPORTS

2.9.1. The Contractor shall provide reports as required below or requested by the Airport:

a. Morning BHS Start-up Report - Contractor shall provide a Daily Morning Start Up report via email to the Airport's Representative and other stakeholders as required by the Airport. The Morning Start-Up Report shall detail any anomalies associated with the morning start-up of the baggage handling systems. It shall also indicate any deficiencies in the Contractor's morning staffing. This report shall be provided to the Airport's Representative via email.

b. Status Report - The Contractor shall develop and submit a daily report that lists all equipment failures and maintenance issues that occurred during the previous 24-hour period. The information provided shall include the date and time of the equipment outage, a description of the problem, a description of the repairs that were made or are planned, and the actual or estimated completion date and time. Status information will be updated daily as equipment is put back in service.

c. Preventative Maintenance Scheduled Deviation Report - Contractor shall develop and submit a monthly Preventive Maintenance Schedule Deviation Report that documents all PM's that were not completed on time as originally scheduled. For all outstanding work, the Contractor shall include a proposed schedule for re-accomplishment, and a complete explanation as to why work was unable to be performed. The Contractor shall submit the Schedule Deviation Report to the Airport no later than five (5) business days after the end of each month.

d. BHS Outage Event Report - For each unplanned (non-PM) BHS outage, the Contractor shall provide a report stating the cause, duration and other relevant information regarding the event. This report shall be provided via email to the Airport's Representative, affected Airlines and others as requested by the Airport within one (1) hour after the system operation has been restored. In addition, the Contractor shall develop and maintain a monthly summary report in MS Excel format, which summarizes all unplanned outages during the previous month. This report shall include the following information for each unplanned outage: (a) the date and time of notification, (b) the Contractor's response time, (c) the cause of the outage, (d) the specific section(s) of the system affected by the outage, and (e) the date and time the system was returned to service.

e. System Health Report and Trending - Upon request, the Contractor shall prepare a System Health Report to include: total bag volume per EDS and make-up device for a given time interval; ATR read rates for a given time interval, equipment malfunction information, and trend analysis.

f. Baggage Jam Reports - Baggage jam reports shall be provided by the Contractor on a daily basis, including weekends and holidays. This report shall detail the time of the jam, the particular system affected by the jam, the type of jam if identifiable (oversize, loose strap, etc.) and the airline.

g. Equipment Related Accidents/Injuries - Contractor shall provide a formal report of all accidents and/or injuries, which occur and involve the equipment covered by this Contract no later than two hours after the occurrence. This report shall be provided to the Airport's Representative via email and shall identify all parties involved, location, times and suspected cause of incident.

h. Vandalism, Abuse, and Unreported Damage Incidents - Upon discovery of any suspected vandalism, abuse, or unreported damage that involve the equipment covered by this Contract, the Contractor shall secure the equipment, contact Airport Operations and wait at the equipment until the Airport Police respond and prepare an Incident Report. The Contractor should also document the damage with supplemental photographs. As soon as practical, but no longer that 24-hours after discovery, the Contractor shall provide a report of the incident to the Airport's Representative via email. This report shall include electronic photographs of the damage along with a description of damage, Airport Police report number, probable cause and estimated cost or extent of damage.

i. Staffing Report - The Contractor shall provide a monthly staffing report. This report shall at minimum include the following information for each of the Contractor's on-site personnel, including subcontracted staff: (a) name, (b) position and shift, (c) badge number, (d) hire date, (e) termination date.

j. Spare Parts Inventory Reports - The Contractor shall provide the reports for spare parts as indicated in Section J.5 above.

k. Quality Control Inventory Reports - The Contractor shall provide weekly quality control inspection reports as indicated in the Quality Control section above.

l. CMMS Data Export – The Contractor shall provide quarterly CMMS data exports as indicated in the Administrative Requirements section above.

m. Other Reports – Other reports as proposed by the Contractor in its proposal or requested by the Airport.

## 2.10. CONTRACT PHASE OUT

2.10.1. Maintenance Inspection:

a. Beginning on or about thirty (30) business days prior to the Contract expiration/termination, the Airport and/or their technical representative will thoroughly inspect the condition of all equipment covered by this Contract to audit the level of maintenance and service work performed.

b. There shall be no outstanding corrective maintenance items and all preventive maintenance shall be up to date at the contract phase-out.

c. At the expiration/termination of the Contract the spare parts inventory shall be fully replenished to the agreed-upon inventory levels unless otherwise directed by the Airport.

d. All deficiencies found shall be corrected by the Contractor prior to the Contract expiration date. If deficiencies have not been corrected by the Contractor by that date the Airport will have the repairs performed by another vendor and the cost to perform the repairs shall be with-held from the Contractor's last payment.

e. The Contractor shall provide all necessary labor, equipment, materials and technical expertise required to assist the Airport in inspecting each Maintained System and sub-system. The Contractor shall thoroughly exercise all systems and equipment and shall demonstrate each feature and function.

2.10.2. Airport Provided Resources - Upon expiration/termination of the Contract, the Contractor shall return to the Airport, in good condition, all Airport provided resources, computer hardware, communication devices, documentation, drawings, System O&M Manuals, and the like loaned by the Airport according to an inventory of Airport provided equipment required under the Contract.

2.10.3. Security Devices - Upon expiration/termination of the Contract or discontinuance of employment of any of Contractor personnel working in the Airport, all airport keys, security badging and all other Airport identification shall be immediately surrendered to the Airport.

2.10.4. Records and Documentation - Upon Contract termination or the end of the Contract period all records and documentation, including, but not limited to, As-built/Record drawings, System O&M Manuals, Preventive Maintenance Schedules, Preventive Maintenance Records, CMMS Information, Equipment History Data and the like shall remain the sole property of the of the Airport.

## 2.11. CONTRACT TERM

2.11.1. 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. **Anticipated contract effective date is August 25, 2026 at 12:00AM Central time.**

**Exhibit B**

City of Lubbock
RFP 26-19436-KM
Operations and Maintenance of Baggage Handling System
Price Proposal Sheet
**BAFO**

| | | | | **JSM Airport Services, LLC** | |
|---|---|---|---|---|---|
| | | | **Location** | **Apopka, FL** | |
| | | | **Total** | **$377,352.00** | |
| # | Item Description | Quantity Required (+/-) | UOM | Unit Price | Total Cost |
| #1-1 | Provision of all services per specifications and general requirements | 1 | LS | $ 377,352.00 | $377,352.00 |

## INSURANCE REQUIREMENTS

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

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

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

| | |
|---|---|
| Liability Insurance | |
| **Commercial General Liability**<br>(To include Products – Completion/OP,<br>Personal and Advertising Injury,<br>Contractual Liability, Fire Damage (any one fire),<br>*required*<br>and Medical Expenses (any one person).) | $1,000,000 per Occurrence /<br>$2,000,000 Aggregate<br>**Additional Insured required*<br>**Waiver of Subrogation* |
| Automobile Liability Insurance | |
| **Commercial Auto Liability**<br>Limit<br>(Any auto, including hired, and<br>non-owned autos)<br>*required* | $1,000,000 Combined Single<br><br>**Additional Insured required*<br>**Waiver of Subrogation* |
| Workers' Compensation Insurance | |
| **Workers' Compensation**<br>**Employer's Liability**<br><br>Employee<br><br>Limit<br><br>*required* | Statutory Limit<br>$1,000,000 per Occurrence<br>$1,000,000 Disease – Each<br><br>$1,000,000 Disease – Policy<br><br>**Waiver of Subrogation* |

- The City of Lubbock (including its officials, employees and volunteers) shall be afforded **additional insured status on a primary and non-contributory basis on all liability policies** except professional liabilities and workers' comp.
- **Waivers of Subrogation are required for CGL, AL, and WC.**
- To Include Products of Completed Operations endorsement.
- Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.
- Carriers must meet a A.M. Best rating of A- or better.
- Subcontractors must carry the same limits 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 26-19436-KM**
**Operations and Maintenance of Baggage Handling System**

- A public notice was published in the *Lubbock Avalanche-Journal* on February 8, 2026, and February 15, 2026
- 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 February 6 through March 12, 2026.
- A total of 34 vendors downloaded the documents via Bonfire.com.
- An additional 11 vendors were notified directly.
- Five (5) vendors submitted formal proposals.

AI# 14190
Regular City Council Meeting 6. 19.
04/14/2026:

## Information

### Agenda Item

**Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute an Interlocal Agreement, Contract 19464, by and between the City of Lubbock and Dallas Area Rapid Transit, for a GoPass Subscription and License for a mobile ticketing application for Citibus.

### Item Summary

The Interlocal Agreement between the City of Lubbock/Citibus and the Dallas Area Rapid Transit (DART), a regional transportation authority, is for licensing of the GoPass mobile app. The GoPass application is an all-inclusive travel app that provides mobile ticketing and multimodal trip planning functions. The application supports the Mobility as a Service (MaaS) model by combining transportation services from public and private transportation providers through a unified gateway. The agreement will give Citibus and its passengers the full functionality of the GoPass app.

Interlocal Agreements between local governments and agencies of the state are allowed through the Texas Government Code, Chapter 791, the Interlocal Cooperation Act.

This agreement will begin on the date it is last executed by a Party and will remain effective for one year.

### Fiscal Impact

The Interlocal Agreement for a GoPass Subscription and License will cost $63,000 plus 2% of the revenue processed through the GoPass application for the one (1) year contract, which will be paid for through the Citibus Operating Budget. This has been included in the FY 2026 Citibus Budget, resulting in no additional cost to the City of Lubbock.

### Staff/Board Recommending

Bill Howerton, Deputy City Manager
Chris Mandrell, Citibus General Manager
Lubbock Public Transit Advisory Board

## Attachments

Resolution - ILA for GoPass - DART/City of Lubbock
Interlocal Agreement - 260320_DART-CitiBus ILA GoPass-v2

# 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 a Subscription and License Agreement, Contract 19464, by and between the City of Lubbock and Dallas Area Rapid Transit, and related documents, for the use of GoPass, a mobile ticketing application, by Citibus. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

**Passed by the City Council on** _____.

_____
**MARK W. MCBRAYER, MAYOR**

**ATTEST:**

_____
Courtney Paz, City Secretary

**APPROVED AS TO CONTENT:**

_____
Bill Howerton, Deputy City Manager

**APPROVED AS TO FORM:**

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract-Dallas Area Rapid Transit
February 5, 2026

## INTERLOCAL AGREEMENT FOR GOPASS SUBSCRIPTION AND LICENSE

This agreement ("Agreement") is between the City of Lubbock acting by and through CitiBus (CitiBus), located at (801 Texas Ave, Lubbock, TX 79401) and Dallas Area Rapid Transit ("DART"), a regional transportation authority created under Chapter 452 of the Texas Transportation Code, located at 1401 Pacific Avenue, Dallas TX 75202 (each herein referred to as a "Party" and collectively referred to as the "Parties"). The Agreement governs CitiBus's Use (defined below) of a certain mobile ticketing application, generally referred to as "GoPass®", limited as set forth herein.

**WHEREAS**, DART has a contractual relationship with Kuba ApS ("Kuba"). Kuba maintains, develops and hosts the System and provides support services as defined in the Service Level Agreement ("SLA"); and

**WHEREAS**, CitiBus desires, under the terms of this Agreement to access and utilize the System; and

**WHEREAS**, DART and CitiBus are authorized to enter into this Agreement pursuant to the authority of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act.

**NOW THEREFORE**, for and in consideration of the mutual covenants of the Parties set forth herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS.**

   a. "Acceptance", as used herein, means the act of an authorized representative of CitiBus who approves specific services, as partial or complete performance of this Agreement.

   b. "App" or "Application" means the customer facing aspects of the System.

   c. "Back Office" means the portion of the System which administers and supports the Application.

   d. "Confidential Information" means all information relating to the System, including the results of any testing performed under this Agreement. Confidential Information is made up of proprietary and trade secret information.

   e. "Correction," as used herein, means the elimination of a defect.

   f. "Documentation" means the System technical manuals, training materials, specifications or other documentation applicable to the System software provided to CitiBus by DART.

   g. "Licensor" means Kuba ApS. Kuba ApS may also be referred to as "Kuba" throughout this Agreement.

   h. "System" means the mobile ticketing application, the software, and the Back Office related to GoPass and any Upgrades made available hereunder to CitiBus by DART.

i. "Upgrades" means all updates, upgrades, bug fixes, error corrections, enhancements and any other modifications to the System and backup copies of the related software.

j. "Use" or "Using" means to download, install, activate, access, or otherwise use the System.

2. **ACCEPTANCE OF TERMS**. By signing this Agreement, CitiBus agrees to be bound by the terms of the Agreement. The undersigned signatories on behalf of CitiBus and DART represent he or she has signing authority. If the undersigned does not have such authority, CitiBus may not Use the System provided by DART in any way, it may not be installed or downloaded, and it must be returned to DART in accordance with the notice provision here within three (3) days of the date CitiBus received the software.

3. **LICENSE, CONDITIONS, AND OWNERSHIP**.

a. Subject to payment of the License Fees (defined below) set forth in Exhibit A, attached hereto and incorporated herein for all purposes, as well as compliance with this Agreement, DART grants CitiBus a limited, non-exclusive, non-sublicensable, and non-transferable license to Use the System as set forth herein and solely for CitiBus's internal operations, in accordance with the Documentation, and within CitiBus's existing service area. CitiBus is solely responsible for the consequences of CitiBus's Use including, without limitation, obtaining any, and all permits, licenses and other regulatory or other approvals required for such Use. CitiBus hereby accepts all responsibility for such Use at CitiBus's sole risk. The System software provided to CitiBus hereunder may contain open-source software, subject to separate license terms made available with the software or Documentation.

b. CitiBus' license is valid solely for the Term or period of time specified below in Section 14 hereof. CitiBus's right to Use the System software begins on the date the software is made available to CitiBus for download or installation and continues until the end of the Term set forth below, unless otherwise terminated earlier under this Agreement or otherwise.

c. CitiBus is solely responsible for: (a) selecting the appropriate software and equipment for use in CitiBus's operations; (b) properly installing and configuring any System software provided under this Agreement; (c) testing the Application to verify that, when used separately or as part of CitiBus's operations, the Application and the System software provided operate as intended and according to the Documentation; and (d) ensuring that the System and software provided meets CitiBus's requirements. CitiBus assumes all risks arising from its evaluation of the System, related software and Documentation.

d. The license granted hereunder is conditioned upon CitiBus's payment to DART when due of the then-current one-time and recurring fees (individually, a "Fee" and collectively "Fees") as well as any other applicable fees (all Fees dues hereunder, collectively "License Fees") for the license granted herein, as set forth in Exhibit A.

e. Upon termination of the SLA for the software provided, and in the absence of an alternate written agreement for maintenance services for the software, this Agreement will automatically terminate, DART and its Licensor shall have no further obligation to deliver maintenance services, and CitiBus shall have no further right to Use the

System in any way. DART shall provide CitiBus notice within 30 days prior to termination of the SLA. CitiBus acknowledges that its Use of any System software not permitted hereunder violates the terms of this Agreement and is deemed to infringe the rights of DART, Licensor, and any third parties with rights in and to the System.

f. DART and/or Licensor retain interests in all intellectual property rights in and to the System, including copies, improvements, enhancements, derivative works and modifications of the related software. CitiBus's right to use such software is limited to those expressly granted by this Agreement. No other rights with respect to the System or any related intellectual property rights (including logos or marks) are granted or implied. CitiBus hereby covenants that it will not challenge DART's or Kuba's rights to or ownership of the System (including derivatives and improvements), any DART, Kuba, or GoPass entity trade name, trademark, trade device, logo, symbol or code and the goodwill associated therewith, and related intellectual property rights, or directly or indirectly, assert any rights with respect to any of the foregoing inconsistent with DART's or Kuba's interests thereto or do or suffer to be done any other act or thing that might in any way impair the rights of DART or Kuba in and to any of the foregoing.

4. **INVOICES**. Invoices for License Fees shall be issued as provided in Exhibit A and payment is to be due thirty (30) days after the invoice date. All payments to DART shall be in U.S. dollars and in immediately available funds. Any failure to pay such invoices within ten (10) days of when due (subject to any legitimately disputed amount which may be temporarily withheld by CitiBus for no more than thirty (30) days shall entitle DART to terminate the license granted hereunder and all rights to the System software provided and any other rights addressed or granted herein.

5. **LIMITATIONS AND RESTRICTIONS**. CitiBus shall not and will not authorize a third party to:

a. transfer, sublicense, or assign CitiBus's rights under this license to any other person or entity, unless expressly authorized by DART and Kuba in advance in writing;

b. modify, adapt or create derivative works of the System software or Documentation;

c. reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the System;

d. make the functionality of the System or System software available to third parties, whether as an application service provider, or on a rental, service bureau, cloud service, hosted service, or other similar basis unless expressly authorized by DART and Kuba in advance in writing;

e. use System software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by DART and Kuba in advance in writing;

f. remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the System; or

g. take or permit any act that would in any way impair the rights of DART and Kuba in the

System.

6. **DART RESPONSIBILITIES.**

a. Communication. DART shall identify a project representative to coordinate all communication with CitiBus regarding this Agreement. CitiBus shall not communicate with DART's licensors with regard to this Agreement or with regard to changes or additional features of the System, unless expressly agreed to in advance by DART. Notwithstanding the foregoing, reference is made to Exhibit C, attached hereto and incorporated herein for all purposes, which is executed by Kuba and which sets out services to be provided to CitiBus by Kuba.

b. Tickets. DART shall incorporate or cause to be incorporated, CitiBus ticket types, pricing, logo and service marks into the App and make the CitiBus tickets available for sale to the public in the App. DART reserves the right to exclude any ticket type and shall provide notice of such exclusion to CitiBus.

c. Refunds. As part of resolving customer complaints, DART may make refunds to CitiBus customers. Refunds shall only be made by DART for tickets that have not been activated and where the refund amount is $15.00 or less. This amount may be changed by written agreement of the Parties and without the need to amend this Agreement. Any other refunds to CitiBus customers shall require the approval of CitiBus. Refunds by DART shall be processed electronically with CitiBus funds accessed through the Back Office.

d. Back Office. DART shall provide or cause to be provided to CitiBus a portal to a portion of the Back Office to access CitiBus data. CitiBus data shall be available in the Back Office for at least eighteen (18) months from the date of the transaction.

e. App Stores. DART shall be responsible for posting the App to the appropriate App stores and for keeping the App current, as DART determines to be necessary, at no charge to CitiBus.

f. DART will provide commercially reasonable efforts to: (a) cause the System to be delivered to CitiBus without disruption to functionality, and (b) to cooperatively resolve any issues either or both Parties may have with Kuba or each other.

7. **CitiBus RESPONSIBILITIES.**

a. Communication. CitiBus shall identify a project representative to coordinate all communication with DART regarding this Agreement.

b. Back Office. To the extent currently available, and as may be further available during the Term of this Agreement, CitiBus shall be responsible for modifying CitiBus's user interfaces that are available for sale in the App using tools available in the Back Office. It shall be CitiBus's responsibility to ensure that the data entered is accurate, either by direct data entry when available to CitiBus, or by consistent and diligent review when direct data entry is not available to CitiBus. DART assumes no responsibility for the accuracy of CitiBus's data.

c. Tickets. Until CitiBus has obtained direct access for data entry, CitiBus shall provide

information about the user interfaces (ticket type and price) that it desires to be made available through the App. CitiBus shall notify DART in writing of changes in such information.

8. **WARRANTY**.

Kuba warrants that the System provided under this Agreement will be free from defects in workmanship and will conform to requirements of this Agreement. CitiBus shall provide written notice to DART of any defect or nonconformance of the System to be addressed by Kuba. This notice shall state whether CitiBus requests or requires Correction of such defect or shall indicate that CitiBus does not require correction. If Kuba is required to correct or reperform, it shall be at no cost to CitiBus and Correction provided by Kuba shall be subject to the terms of this Agreement to the same extent as work initially performed.

The System does not include fail-safe control functionality and is not designed, manufactured, intended, nor authorized to be used to provide fail safe functionality and is not licensed for use in the operation of transportation navigation systems, transportation communication systems, traffic control facilities or electrical facilities or for any other use in which the failure of the System, System software or any component thereof could lead to death, personal injury, physical, environmental, property or financial damage. The System software is provided "as is" and DART and Kuba expressly disclaims all warranties, conditions or other terms, whether express, implied or statutory, including without limitation, warranties, conditions or other terms regarding merchantability, fitness for a particular purpose, design, condition, capacity, performance, title, and non-infringement. DART and Kuba does not warrant that the System or System software will operate uninterrupted or error-free or that all errors will be corrected. DART and Kuba does not warrant that the System or system software or any equipment, system or network on which the software is used will be free of vulnerability to intrusion or attack.

9. **LIMITATIONS AND EXCLUSIONS OF LIABILITY**. In no event will DART and Licensor be liable for the following, regardless of the theory of liability, or whether arising out of the Use or inability to Use the System, System software, contract, warranty, tort (including negligence), product liability or: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or (c) loss of revenue, profits, goodwill or anticipated sales or savings. DART and Licensor also disclaims any and all responsibility for costs that may be incurred by CitiBus resulting from downtime of the Payment Service Provider's services. Liability, if any, of DART, Licensor, its affiliates, officers, directors, employees, agents, suppliers, and licensors collectively, to CitiBus, whether based in warranty, contract, tort (including any level of negligence), or any other theory, if available at all, shall not exceed the License Fees paid by CitiBus to DART in the twelve (12) months preceding the claim. This limitation of liability is cumulative and not per incident. Nothing in this Agreement limits or excludes any liability that cannot be limited or excluded under applicable law. DART in no way intends to nor shall be deemed to herein or by performing hereunder to have waived any governmental immunity, defenses or limitations on liability available to DART under Texas or any other applicable law. CitiBus HEREBY ACKNOWLEDGES AND AGREES THAT THE TERMS AND PROVISIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE EXHIBITS AND THE PRICES AND OTHER CHARGES CONTEMPLATED HEREIN, ARE BASED UPON THE LIMITED WARRANTY, LIMITATIONS OF LIABILITY, DISCLAIMERS AND INDEMNIFICATION PROVISIONS SET FORTH HEREIN, AND THAT DART WOULD NOT HAVE ENTERED

INTO THIS AGREEMENT OR GRANTED CitiBus THE RIGHTS SET FORTH HEREIN IN THE ABSENCE OF ANY OF THESE PROTECTIONS AND PROVISIONS.

10. **UPGRADES AND ADDITIONAL COPIES OF SOFTWARE**.

Notwithstanding any other provision of this Agreement, CitiBus is not permitted to use Upgrades unless CitiBus, at the time of acquiring such Upgrade:

a. already holds a valid license for the original version of the relevant System software, is in compliance with such license, and has paid DART the applicable License Fee for the Upgrade;

b. limits CitiBus's Use of Upgrades or copies to Use on devices CitiBus owns or leases; and

c. unless otherwise provided in the Documentation, makes and uses additional copies solely for backup purposes, and which backup is limited to archiving for restoration purposes.

11. **TOKEN SHARING AGREEMENT.** The Token Sharing Agreement governing certain payment procedures and protocols, attached hereto as Exhibit B, and incorporated herein for all purposes, will simultaneously be executed by the Parties upon execution of this Agreement.

12. **SERVICE LEVEL AGREEMENT.** Terms for the Service Level Agreement ("SLA") are included in Exhibit C. DART and Kuba have certain responsibilities for performing troubleshooting activities and support for CitiBus as detailed in Exhibit C. Kuba is solely responsible for maintaining GoPass service availability and responsible for any penalties related to any deficiencies in SLA performance as set out in Exhibit C. Kuba is solely responsible for maintaining GoPass service availability and responsible for any penalties related to any deficiencies in SLA performance as set out in Exhibit C. Notwithstanding the foregoing, certain service incidents shall also be reported to DART as set out in Exhibit C.

13. **AUDIT**. During the Term hereof and for a period of three (3) years after its expiration or termination, CitiBus will take reasonable steps to maintain complete and accurate records of CitiBus's use of the System and System software sufficient to verify compliance with this Agreement. Within a reasonable period following a written request from DART, not more than once annually, CitiBus will certify accurate counts regarding CitiBus's Use of the System software. If the certified count discloses underpayment of License Fees, CitiBus will promptly pay such License Fees to DART, plus an interest rate of five percent (5%) per annum on unpaid sums.

14. **TERM AND TERMINATION**. This Agreement shall commence on the date it is last executed by a Party and shall remain effective for ONE (1) year thereafter ("Initial Term"), unless earlier terminated as set forth herein. Either Party may terminate this Agreement at any time by providing six (6) months advance written notice to the other Party. This Agreement will terminate at DART's discretion and upon written notice from DART if CitiBus breaches its terms, or if CitiBus fails to pay any portion of the License Fees as required herein and CitiBus fails to cure that breach or non- payment within sixty (60) days of written notice of breach or non-payment. Upon termination of this Agreement

and/or the license grant, CitiBus shall cease Use of the System and shall destroy all copies of System software in CitiBus's possession or control.

15. **TRANSFERABILITY**. This Agreement may not be assigned without the prior written consent of the other Party, which may be withheld for any reason. Notwithstanding the foregoing, either Party may transfer this Agreement, upon reasonable, and no less than thirty days, advance written notice to the other Party, to a wholly owned-subsidiary of the transferring Party; and DART may transfer this Agreement to a party approved by the DART Board of Directors.

    CitiBus may not transfer or assign these license rights to another person or entity without DART's advance written approval. Any attempted transfer or assignment in violation of the foregoing shall be void and of no effect.

16. **SURVIVAL**. Sections 3(f), 5, 8, 9, 10, 13, 15, 17,18, 19, 20, 21, 22, and 23 shall survive termination or expiration of this Agreement.

17. **CONFIDENTIALITY**. Subject to applicable statutory requirements, including any legal requirements under the Texas Public Information Act and any other applicable open records requirements, each Party shall keep such Confidential Information provided by the other confidential and shall not use the Confidential Information for the benefit of any third party or in violation of the terms of this Agreement. Except as required by applicable law, CitiBus shall not disclose such information to any other person or entity, except to employees who require access to such information in order to use the System as contemplated herein, and then only after obtaining an agreement from said employees to keep the Confidential Information confidential to the same extent as required herein. CitiBus may only use the Confidential Information as necessary to exercise the rights expressly granted hereunder. Subject to applicable law, including applicable records retention requirements, upon expiration or termination of this License, Each Party shall destroy all Confidential Information learned or received from the other and provide written certification of same signed by an officer of that Party. Except when disclosure is required by law each Party shall be responsible for ensuring that any third party receiving Confidential Information from such Party shall comply with the confidentiality and non-disclosure terms herein and shall be responsible for any breach thereof by any third party. Any breach of the provisions of this Section is a breach of this Agreement and may cause irreparable harm to the non-breaching Party who shall be entitled to receive injunctive or equitable relief, in addition to all other available legal remedies.

18. **RELEASE**. CitiBus hereby unconditionally and irrevocably releases and discharges DART AND LICENSOR AND THEIR EMPLOYEES, DIRECTORS, CONTRACTORS, SUPPLIERS, AND LICENSORS (collectively, the "DART Parties") from any and all loss, claim, damage or other liability associated with, arising from or related to CitiBus's evaluation, access, or Use of the System, System software or Documentation, and to the extent allowed by law, hereby agrees to indemnify, defend and hold DART and the DART Parties harmless against any such liability, including without limitation, any liability resulting from DART's negligence at any level.

19. **OTHER REMEDIES**. Nothing contained herein shall limit any remedies that either Party may have for default under this Agreement, nor relieve either Party of any of its obligations incurred prior or after to termination of this Agreement.

20. **GOVERNING LAW, JURISDICTION AND VENUE**. This Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement, will be governed, interpreted and construed in accordance with the laws of the State of Texas. Venue for any action brought in connection or related with this Agreement shall be only in Dallas County, Texas or the Federal District Court, Northern District of Texas, Dallas Division. By their signatures below, the Parties irrevocably submit themselves to exclusive jurisdiction as set forth herein.

21. **INTEGRATION AND SEVERABILITY**. If any portion of this Agreement is found to be void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect. Except as expressly stated or as expressly amended in a signed agreement, this Agreement constitutes the entire agreement between the Parties with respect to the license of the System to CitiBus and any other related matter and supersedes any conflicting or additional terms contained in any other agreement, any request for proposal or other proposal, purchase order or elsewhere, all of which terms are excluded.

22. **REPRESENTATION BY COUNSEL**. Each Party to this Agreement acknowledges that such Party has: (a) read this Agreement in its entirety; (b) had full opportunity to review this Agreement; and (c) been (or had the opportunity to be) represented by competent counsel in connection with this Agreement, the negotiation of the terms and conditions set forth in this Agreement and the transactions contemplated by this Agreement. Accordingly, the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. Any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting Party has no application and is expressly waived by CitiBus.

23. **REGISTERED TRADEMARKS.** CitiBus acknowledges that "DART", the DART logo and "GoPass" are trademarks or registered trademarks of DART and/or its affiliates in the U.S. and other countries. Third party trademarks mentioned are the property of their respective owners and no rights relative thereto are granted, unless specifically set forth herein.

24. **INDEPENDENT PARTIES.** The relationship described in this Agreement is contractual in nature between independent parties and is not to be construed to create a partnership, joint venture, joint enterprise or CitiBus relationship.

25. **NO THIRD PARTIES.** Nothing in this Agreement shall be construed to create any rights in a third party nor do the Parties intend to create any third-party beneficiaries.

26. **NOTICES.** Any notice required or permitted to be given by any Party to another shall be in writing and shall be deemed to have been duly given when sent by certified mail, return receipt requested, in a postage paid envelope addressed to the Party at the Party's address as set out below:

DART: Dallas Area Rapid Transit
1401 Pacific Avenue
Dallas, Texas 75202
Attention: President & Chief Executive Officer

CitiBus: CitiBus

801 Texas Ave
Lubbock, TX 79401
Attention: General Manager

27. **COUNTERPARTS.** This Agreement may be entered into in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement in multiple originals, effective as of the date last signed by a Party.

| **DALLAS AREA RAPID TRANSIT** | **CITIBUS** |
|---|---|
| **By:** _____ | **By:** _____ |
| **Nadine S. Lee**<br>**President & Chief Executive Officer** | **Mark McBrayer**<br>**Mayor, City of Lubbock** |
| **Date:** _____ | **Date:** _____ |

Exhibits to Agreement. Exhibits B and C to be executed simultaneously with this Agreement.

| | |
|---|---|
| Exhibit A | Pricing & Feature Scope |
| Exhibit B | Token Sharing Agreement |
| Exhibit C | Service Level Agreement |

**DART and CitiBus ILA Agreement**

**Exhibit A: Pricing & Feature Scope**

## GoPass Application Services - Delivery

**Overview:** Setup, implementation, licensing, hosting, support and maintenance of CitiBus instance within the GoPass application and all key features of the native GoPass application. One-time fees are to be incurred upon a payment milestone schedule in accordance with expected delivery dates for features. Operational fees and charges are to be paid on a recurring basis to commence on the date of signing of ILA between DART and CitiBus.

### Setup and Implementation Fees

**GoPass Tenant Application**
**-Setup and Implementation Fee** **Activation: $0**

### Contractor Transactional Fees

**Revenue Share Fee:** **2% of App Revenue**

Revenue Share is calculated and charged upon ticket purchases made in App and back office derived ticket purchases and issuances of passes.

### Operational Fees and Charges

**Hosting Fees** **Annual: $48,000**

Includes platform license, maintenance, hosting, support, and SLA fees. These rates are subject to an indefinite annual rate escalation of 3% per annum from date of this summary commencing from base rate in 2025.

**Credit Card Interchange Fees and Gateway Fees**: **3% Surcharge**

Credit card interchange fees and gateway fees will be incurred IF CitiBus allows DART to process transactions on behalf of CitiBus. If CitiBus elects to contract with Bank of America directly, these fees will be directly incurred by CitiBus.

### Optional Extension Years:

At the end of the Initial Term this Agreement will automatically renew for FOUR (4) additional one (1) year terms (each a “Renewal Term”) unless earlier terminated as set forth herein. The following fees will apply at the same rates as the base contract for optional extension years:

**Contractor Transactional Fees:** **2% of App Revenue**

**Hosting Fees:** **Annual: $48,000**

**Credit Card Interchange Fees and Gateway Fees:** **3% Surcharge**

Credit card interchange fees and gateway fees will be incurred IF CitiBus allows DART to process transactions on behalf of CitiBus. If CitiBus elects to contract with Bank of America directly, these fees will be directly incurred by CitiBus.

If CitiBus has elected for any Optional Features with recurring fees, these fees will also still apply during option year periods, should those optional years be elected.

## Standard Features Included

- Trip Planning – Live Journeys, Routes, Stops
- Buy Passes – Area & Ticket type Fare Structure
- GoPass Wallet
- Rider Service Alerts & Pop-up Messaging
- Affiliate Partner Program - Standard
- Events & Points of Interest – Standard
- Cash-to-Mobile
- GoPass Back Office

These features are included as Standard within CitiBus GoPass instance as described in the pricing summary sheet.

## Optional Features & On-Demand Work

### Requested Features

All optional features listed below were requested and acknowledged by CitiBus in the pricing summary sheet, and may be optionally activated at a time of CitiBus's choosing. We will pro-rate the first year's 'Annual' fees to align the ongoing billing sequence to the annual billing of mandatory licensing fees.

### Micro-transit Integration

| | |
|---|---|
| Activation Fee & Setup of Zones | **Activation: $0** |
| Maintenance Cost for Service Integration | **Annual: $15,000** |

The fee for activation and setup of zones assumes configuration of a standard on-demand solution with Spare, Via Transportation, or RideCo, utilizing the functionalities already available in the platform and without the need for any extra development. The price includes up to 50 hours of configuration work.

### Premium SLA Enhanced Support

**Activation: $0**
**Annual: $0**

**Options Subtotal: $15,000**
**Setup & Hosting Subtotal: $48,000**
**Revenue Share: 2%**
**Total: $63,000**

## Available Features

All optional features listed below are available to CitiBus and may be optionally activated at a time of CitiBus's choosing. We will pro-rate the first year's 'Annual' fees to align the ongoing billing sequence to the annual billing of mandatory licensing fees.

### Microtransit – Distance-Based Pricing

| | |
|---|---|
| One-time, Shared Development Fee | **Development: $20,000** |

### Paratransit Integration

| | |
|---|---|
| One-time, Shared Development Fee | **Development: $12,000** |
| Activation Fee & Setup of Zones | **Activation: $14,500** |
| Maintenance Cost for Service Integration | **Annual: $8,700** |

Currently available with RideCo. & Spare. Via is under consideration by existing partner agencies.

### Affilliate Partner Program – Self-Enrollment

| | |
|---|---|
| One-time, Shared Development Fee | **Development: $10,000** |
| | **Activation: $10,150** |
| | **Annual: $8,700** |

### Elerts See Say Something SDK Integration

| | |
|---|---|
| | **Activation: $5,000** |
| | **Annual: $2,400** |

### Trip Planner Website Tool Only

| | |
|---|---|
| | **Activation: $12,000** |
| | **Annual: $16,000** |

### Events w/ 3rd Party Ticket Sales

| | |
|---|---|
| One-time, Shared Development Fee | **Development: $10,000** |
| | **Activation: $0** |
| | **Annual: $10,750** |

### Genfare Barcode Integration

| | |
|---|---|
| | **Activation: $22,500** |
| | **Annual: $15,300** |

### Light OnDemand Integration

| | |
|---|---|
| | **Activation: $4,500** |
| | **Annual: $4,500** |

The Fee for Activation and Setup of Zones assumes configuration of a light-OnDemand solution with Circuit of similar service, utilizing the functionalities already available in the platform

**Ticketing Website Tool Only**

**Activation: $12,000**
**Annual: $16,000**

**Trip Planner + Ticketing Website Tools**

**Activation: $16,000**
**Annual: $24,000**

**Additional Language Translations**

**Activation: $$7,200**

**Vehicle Occupancy**

**Activation: $14,400**

**Extra GTFS, GBFS Feed**

**Activation: $3,600**

**Chatbot**

**Activation: $6,000**
**Annual: $13,200**

**Additional Work Fees on On-Demand Basis**

Should CitiBus require additional development in support of their objectives, this work can be obtained from Kuba with DART's permission and coordination at the following rates. These rates are subject to an indefinite annual rate escalation of 3% per annum from date of this agreement commencing from base rate in 2025:

**Vendor Hourly Rate**

**Hourly: $200**

Includes services such as: Testing, Program Management, Training Development, Project Management, Field Technician Services, Software and System Engineering, and Project Engineering.

**CitiBus ILA Agreement – Exhibit B – CitiBus Token Sharing Agreement**

This agreement ("Agreement") is between the City of Lubbock acting by and through CitiBus (CitiBus), located at 801 Texas Ave, Lubbock, TX 79401 and Dallas Area Rapid Transit ("DART"), a regional transportation authority created under Chapter 452 of the Texas Transportation Code, located at 1401 Pacific Street, Dallas TX 75202 (each referred to as a "Party" and collectively referred to as the "Parties"). The Agreement governs the CitiBus's public transportation provider, CitiBus, Use (defined below) of a certain mobile ticketing application, generally referred to as "GoPass®", limited as set forth herein

**WHEREAS**, the Parties have entered into an Interlocal Agreement dated simultaneously herewith to provide mobile ticketing services in order to allow CitiBus to access and utilize GoPass mobile ticketing products; and

**WHEREAS**, to facilitate payment processing, the Parties desire to enter into this Agreement regarding certain data sharing.

**NOW THEREFORE**, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

1.00 **DEFINITIONS**

1.01. "Token" means unique identification symbols that identify a credit card number of a User (defined below).

1.02. "Service Provider" means a third party engaged by DART or a contractor of DART to convert credit card numbers of Users to encrypted digital representations ("Tokens").

1.03. "User" means a customer of one of the Parties that purchases a product or services from that Party on the mobile ticketing platform.

1.04. "Kuba" means Kuba ApS,.

2.00 **SHARING OF TOKENS**

2.01. When a User registers itself with one of the Parties on the mobile ticketing platform the User registers a credit card. The credit card information will be sent to a service provider who will provide CitiBus with a Token to be used for future transactions with the User.

2.02. A Token may be shared between Parties or with Kuba or another contractor of DART.

2.03. The Parties will not receive any payment for sharing Tokens.

3.00 **RIGHTS IN DATA**

3.01. This Token Sharing Agreement ("Agreement") shall not be deemed in any way grant to any Party any property or other rights to any Token that was received or shared by that Party with the other Party or with a third party.

3.02. Upon termination of this Agreement, the Parties shall delete any and all Tokens and records of Tokens from storage and use and the Parties shall no longer be entitled to use such Tokens for any purpose.

## 4.00 TERM, WITHDRAWAL AND TERMINATION

This Agreement shall be effective as of the date last signed by a Party and shall remain effective for the duration of and be conterminous with the Interlocal Agreement between DART and CitiBus dated of even date herewith (the "ILA") governing the use of GoPass

## 5.00 MISCELLANEOUS PROVISIONS

5.01. Liability. It is understood and agreed between the Parties that each Party shall be responsible for its own acts of negligence in connection with this Agreement and neither Party shall be responsible to another Party for any negligent act or omission in connection with this Agreement. If injury, financial, or property damage results from the joint or concurrent negligence of any of the Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available, including governmental immunity. No provision herein shall be deemed a waiver of any defense by any Party.

5.02. Contractual Relationship. It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature between independent Parties and is not to be construed to create a partnership, joint venture, joint enterprise or CitiBus relationship between the Parties. No Party shall be liable for any debts incurred by the other Party in the conduct of such other Party's business or functions.

5.03. Assignment. This Agreement may not be assigned by any Party without the prior written consent of the other Party, which consent may be withheld in the sole discretion of the Party being asked to consent.

5.04. Amendments to Agreement. No modification, amendment, innovation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing, duly authorized and executed by the Parties hereto.

5.05. Severability. If any provision of this Agreement is held for any reason to be illegal, unenforceable or invalid, such holding will not affect the legality or validity of any of the other provisions herein. The illegal, unenforceable or invalid provision will be deemed stricken and deleted from this Agreement, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

5.06. Choice of Laws and Venue. This Agreement shall be governed by Texas law and exclusive venue shall be in Dallas County, Texas.

5.07. Counterparts. This Agreement may be executed in multiple counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

5.08. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement, shall survive termination.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement in multiple originals effective as of the date last signed by a Party.

| **DALLAS AREA RAPID TRANSIT** | **CITIBUS** |
|---|---|
| **By:** _____ | **By:** _____ |
| **Nadine S. Lee**<br>**President & Chief Executive Officer** | **Mark McBrayer**<br>**Mayor, City of Lubbock** |
| **Date:** _____ | **Date:** _____ |

**Contents**

1.00 PURPOSE ..... 18
2.00 SERVICE LEVELS ..... 18
3.00 HOSTED BACK END SERVICE AVAILABILITY ..... 18
3.1 SERVICE WINDOWS ..... 19
3.2 AVAILABILITY PENALTY ..... 19
4.00 INCIDENT MANAGEMENT ..... 20
4.1 INCIDENT REACTION TIMES ..... 22
4.2 END-USER CLIENT APP BUGS ..... 22
5.00 TECHNICAL SUPPORT ENQUIRIES ..... 23
6.00 REPORTING ..... 24
7.00 HOSTING ..... 24
8.00 CUSTOMER'S SECURITY OBLIGATIONS ..... 24

## 1.00 PURPOSE

This document represents a Service Level Agreement ("SLA") between a legal entity of the Kuba Group ("Kuba ApS"), Dallas Area Rapid Transit ("DART") and CitiBus for IT services required to support and sustain the System as provided to CitiBus.

DART and Kuba are collectively referred to as "Vendor" in this SLA.

Kuba is solely responsible for GoPass service availability and for any availability penalties in accordance with Table 4.

DART's responsibility under this SLA is limited to assistance in Technical Support and remediation of incidents reported to DART within DART business hours. Any and all other obligations and liabilities under this SLA are obligations of Kuba.

This Agreement remains in effect until superseded by a revised agreement mutually endorsed by Kuba, DART and CitiBus or terminated as set forth herein. This Agreement is coterminous with the Interlocal/Sublicensing Agreement (the "ILA") between DART and CitiBus dated of even date herewith.

## 2.00 SERVICE LEVELS

Kuba offers two (2) service levels as specified below. For the avoidance of doubt all times referred to in this SLA are cited as CST/CDT (US Central Standard Time/US Central Daylight Time), whichever one is applicable for CitiBus from time to time, unless otherwise specified.

*Table 1 Service Levels*

| Service Levels | Description |
|---|---|
| **Standard** | Access to Vendor's technical support services within Vendor's business hours. |
| **Premium** | Same as *Standard plus* additional access to server duty 24 hours a day, 7 days a week, 365 days a year in case of P1 Events* |

** As defined in Tables 5a to 5c below.*

CitiBus will be provided "Standard" service level. "Premium" service level han be procured at an extra cost as reflected in the price to CitiBus in the ILA.
Vendor's business hours are 09.00-17.00 Monday-Friday (CST/CDT), excluding US public holidays and Decembers 24 and December 31. Business days are Monday-Friday, excluding US public holidays and 12/24 and 12/31.

## 3.00 HOSTED BACK END SERVICE AVAILABILITY

Availability of the hosted services is measured on a quarterly basis, recognized as 1st quarter (January through March), 2nd quarter (April through June), 3rd quarter (July through September) and 4th quarter (October through December) of the calendar year.

*Table 2 Uptime*

| Service Level | Agreed Availability | Period |
|---|---|---|
| **Standard** | ≥ 99,50% | Per quarter |
| **Premium** | ≥ 99,90% | Per quarter |

*Availability Calculation*
Service Availability is measured in percentages and calculated as follows:

$$\textit{Service Availability (\%)} = \frac{\textit{Agreed Service Time} - \textit{Downtime}}{\textit{Agreed Service Time}} \times 100$$

**Agreed Service Time** herein means 24 hours a day, 7 days a week, 365 days a year. For example, 2nd quarter has an Agreed Service Time of 2,184 hours.

**Downtime** is defined as the percentage of time for which the hosted business critical service(s) is/are down. All types of breakdown/incidents, irrespective of reason, caused by payment providers, telecoms operators, telecoms companies, energy supply companies and any third party services are not considered as "Downtime" as defined herein. Service windows announced in accordance with the SLA are not considered Downtime. Any downtime caused by CitiBus that affects the software and the systems without Kuba's prior approval is not considered Downtime.

### 3.1 SERVICE WINDOWS

Service windows related to necessary system changes and maintenance will be made outside normal working hours as set forth in Table 3. Kuba reserves the right to extend the service windows for Premium level (01.00-05.00) if server/networks installations and system restructuring are required. A temporary extension of hours will not be considered downtime.

*Table 3 Service Windows*

| Service Level | Service Windows |
|---|---|
| **Standard** | 18.00 – 08.00 (Business Days) |
| | 22.00 – 06.00 (one day a week) |
| **Premium*** | 02.00 – 04.00 (one day a week) |

**For Premium level: All regular and extended service windows are notified by Kuba email. All regular service windows are notified one day in advance and extended service windows (01.00-05.00) are notified one week in advance*.

### 3.2 AVAILABILITY PENALTY

If system availability fails to comply with the applicable service level, CitiBus will be compensated by Kuba as set forth in Table 4. This compensation will appear in the monthly invoice to CitiBus.

*Table 4 Availability penalty*

| Service Level | Availability Penalty |
|---|---|
| **Standard** | "Compensation value": None |
| **Premium** | "Compensation value": 10% of the monthly fixed SLA Charge for each absolute percentage discrepancy (However, no more than 50% of the monthly SLA fee) |

Penalties cannot co-exist. Only the penalty with the highest compensation value will apply. The compensation value will be provided as a service credit.

## 4.00 INCIDENT MANAGEMENT

DART and Kuba will remedy reported incidents in accordance with the guidelines set forth in this SLA agreement.

**P1 incidents within DART business hours:** Within DART business hours, all P1 incidents must be reported to DART as set forth below:

email to GOPASS@dart.org
Phone to 214-907-3905

**P1 incidents outside DART business hours:** Outside DART business hours, all P1 incidents must be reported by phone as set forth below:

phone to +1-855-631-8909

**P2-P4 incidents (DART business hours only):** All P2-P4 incidents must be reported as set forth below:

email to GOPASS@dart.org Phone to 214-907-3905

Incidents are categorized in accordance with the following Tables 5a, 5b and 5c.

*Table 5a Incident severity definitions*

| Severity category | Description |
|---|---|
| **Critical** | • Complete loss of service or functionality with critical impact to business services, i.e. significant loss of revenue, customer service, production, corporate reputation or financial control |

| Severity category | Description |
|---|---|

| | |
|---|---|
| **High** | • Loss of service or functionality, which will degrade parts of the business services. Instability, large delays and periodic influences of the user experience. |
| **Normal** | • Service partly degraded or parts of the Customer's whole service not available. |

*Table 5a Incident severity definitions (continued)*

| Severity category | Description |
|---|---|
| **Low** | • Issues in a redundant element or incidents not critical for the business services. |

*Table 5b Incident impact definitions*

| Impact category | Description |
|---|---|
| **Extensive** | All end-users affected |
| **Significant** | A large number of end-users affected (more than 25% of end users) |
| **Limited** | A limited group of end-users affected (more than 5% and lower that 25% of end users) |
| **Local** | Very few or only one end-user affected |

*Table 5c Incident priority definitions*

| | Severity category | | | |
|---|---|---|---|---|
| **Impact category** | **Critical** | **High** | **Normal** | **Low** |
| **Extensive** | P1 | P1 | P2 | P4 |
| **Significant** | P1 | P2 | P3 | P4 |
| **Limited** | P2 | P3 | P3 | P4 |
| **Local** | P3 | P3 | P4 | P4 |

### 4.1 INCIDENT REACTION TIMES

Troubleshooting begins as stated in Table 6a and 6b:

*Table 6a Time specification for troubleshooting of incidents related to the hosted backend system*

| Incident category | Initiated troubleshooting |
|---|---|
| **P1** | Within 2 hours |
| **P2** | Within 4 business hours |
| **P3** | Within 2 business days |
| **P4** | Within 4 business days |

*Table 6b Time specification for troubleshooting of incidents related to the end-user client app*

| Incident category | Initiated troubleshooting |
|---|---|
| **P1** | Within 2 business hours |
| **P2** | Within 8 business hours |
| **P3** | Next (non-started) app release or max 90 calendar days unless otherwise agreed |
| **P4** | Will be monitored and recurring cases will be investigated in next (non-started) app release or within 180 calendar days unless otherwise are agreed |

### 4.2 END-USER CLIENT APP BUGS

Vendor is not obligated to fix bugs on devices not running the latest OS release or the two (2) latest, major releases. Nor is Vendor obligated to fix bugs for client apps not using the latest app version. Troubleshooting will take place within the timeframes stated in Table 6. The reaction time is calculated from the time the incident is reported by e-mail until the first reply has been made to the Customer by e-mail or phone.

*Table 7 Troubleshooting service level windows vs. incident categories*

| | | Severity Category | | | |
|---|---|---|---|---|---|
| **Service Level** | **System** | **Critical** | **High** | **Medium** | **Low** |
| **Standard** | **Backend system and end-user client app** | **Vendor Business Hours** | **Vendor Business Hours** | **Vendor Business Hours** | **Vendor Business Hours** |
| **Premium** | **Backend system and end-user client app** | 24 hours a day, 7 days a week, 365 days a year | Same as Standard | | |

## 5.00 TECHNICAL SUPPORT ENQUIRIES

In addition to reporting incidents and bugs as per above, CitiBus may make a number of cost-free support inquiries to DART (questions or requests for assistance per month), as set forth below.

Support inquiries shall be made by email to GOPASS@dart.org

*Table 8 Technical support enquiries*

| Service Level | Technical support inquiries |
|---|---|
| **Standard** | 4 support inquiries within business hours per month |
| **Premium** | 12 support inquiries within business hours per month |

Assistance over and above the amount in Table 8 will be invoiced in accordance with the support rates per initiated hour specified in Pricing Exhibit within the ILA. CitiBus will not be invoiced for any time spent unless CitiBus has been informed in advance.

## 6.00 REPORTING

For Premium level, CitiBus shall receive reports on a quarterly basis, recognized as 1st quarter, 2nd quarter, 3rd quarter and 4th quarter of the calendar year the following month.

The report is based on data from the internal monitoring systems and other internal data sources.

The report includes the following data:

6.1. Service availability

6.2. Overview of bug reports and inquiries processed in DART's service desk with open and closed status

If any P1 incidents occurs, an incident report will by request be created to CitiBus including affected services, root cause description and corrective actions.

## 7.00 HOSTING

To ensure all data is stored and processed in the US as well as to ensure a flexible and scalable solution for future growth, the backend services are located in Public Cloud environment at Amazon Web Service in USA.

Kuba may decide to use a variety of services from our Public cloud provider to accommodate the agreed uptime and security level and data protection.

Both Kuba's Production and Staging environment will be located at the public cloud environment. Other environments, e.g. test setup, may be located at Kuba's Public cloud environment in Europe. No person related data will be transferred to these environments. Only some maintenance and administration tools may be used from our Private cloud environment in EU.

## 8.00 LIMITATION AND EXCLUSIONS OF LIABILITY

Liability, if any, of DART and/or Kuba, and/or their affiliates, officers, directors, employees, agents, suppliers, to CitiBus, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed the License Fees paid by CitiBus to DART in the twelve (12) months preceding any such claim. This limitation of liability is cumulative and not per incident. Nothing in this Agreement limits or excludes any liability that cannot be limited or excluded under applicable law.

## 9.00 CUSTOMER'S SECURITY OBLIGATIONS

CitiBus's conduct may affect the operation of the systems. In order to guard against unauthorized access to the CitiBus's information and operation, services are protected by an access control function. This is predominately based on the use of a user ID and associated passwords where the passwords are known only by the user. A prerequisite for this protection to be effective is that, CitiBus contributes to maintaining its security protocols. All parties to include Kuba, DART and CitiBus undertake to inform one another of any irregularities of which they may become aware concerning data security, including any attempts to misuse or ascertained misuse of user ID and/or passwords.

CitiBus and DART are obliged to follow all third-party safety precautions and rules, preconditioned that the CitiBus is or should be familiar with the fact that third party components or services are used by the system. CitiBus is required to follow obligations under Texas and Federal law with respect to PII and sensitive personal information.

If the Customer's security obligations are not fulfilled, Kuba and DART's SLA obligations will become void.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement in multiple originals effective as of the date last signed by a Party.

**DALLAS AREA RAPID TRANSIT**

By: _____
**Nadine S. Lee**
**President & Chief Executive Officer**

Date: _____

**CITIBUS**

By: _____
**Mark McBrayer**
**Mayor, City of Lubbock**

Date: _____

**KUBA ApS**

By: _____

Date: _____

AI# 14205
Regular City Council Meeting 6. 20.
04/14/2026:

## Information

### Agenda Item

**Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Geary Law, PC, located at 601 Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

### Item Summary

Geary Law, PC is renovating their property at 601 Broadway, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the facade project includes the installation of two lit signs, one on the front and one on the back of the building.

The cost of the project is estimated to be $5,076, and the requested grant amount is $2,538. The Market Lubbock, Inc. Board of Directors approved this amount at their March 25, 2026 Board Meeting, and recommend approval by the City Council.

### Fiscal Impact

The total cost of the project is estimated to be $5,076, with $2,538 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

### Staff/Board Recommending

Bill Howerton, Deputy City Manager
Molly Ballesteros, Interim Business Development Director
Market Lubbock, Inc. Board of Directors

## Attachments

Resolution
MLI Resolution
Market Lubbock Support Documentation

**RESOLUTION**

**WHEREAS**, Market Lubbock Economic Development Corporation, also known as Market Lubbock, Inc., is a Texas Non-Profit Corporation incorporated by the City of Lubbock for the purpose of, in part, promoting, assisting and enhancing economic development within the City of Lubbock; and

**WHEREAS**, Market Lubbock, Inc., has developed a Downtown Grant Program that provides grants to offset expenses related to qualified improvements made to downtown properties that meet certain guidelines; and

**WHEREAS**, Geary Law, PC, located at 601 Broadway Avenue, applied for and qualified for a Downtown Façade Grant that was reviewed by the Board of Directors of Market Lubbock, Inc. who recommend to the City Council that this grant be approved; and

**WHEREAS**, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock, Inc., the City Council of the City of Lubbock (the "City Council"), as Market Lubbock, Inc.'s authorizing unit, has the authority to approve all programs and expenditures of Market Lubbock, Inc.; and

**WHEREAS**, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Market Lubbock, Inc., as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

**THAT** the Downtown Façade Grant program or expenditure of Market Lubbock, Inc., in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Geary Law, PC, located at 601 Broadway Avenue is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of Market Lubbock, Inc.

**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

ccdocs II/RES. Market Lubbock DT Façade Grant – Geary Law, PC
April 14, 2026

**RESOLUTION**

**WHEREAS**, Market Lubbock Economic Development Corporation, also known as Market Lubbock, Inc., is a Texas Non-Profit Corporation incorporated by the City of Lubbock for the purpose of, in part, promoting, assisting and enhancing economic development within the City of Lubbock; and

**WHEREAS**, Market Lubbock, Inc., has developed a Commercial Revitalization Grant Program that provides grants to offset expenses related to qualified improvements made to properties that meet certain guidelines; and

**WHEREAS**, CEV Group Holding Co., LLC, located at 1500 Broadway Avenue, applied for and qualified for a Commercial Revitalization Permittable Grant that was reviewed by the Board of Directors of Market Lubbock, Inc. who recommend to the City Council that this grant be approved; and

**WHEREAS**, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock, Inc., the City Council of the City of Lubbock (the "City Council"), as Market Lubbock, Inc.'s authorizing unit, has the authority to approve all programs and expenditures of Market Lubbock, Inc.; and

**WHEREAS**, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Market Lubbock, Inc., as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

**THAT** the Commercial Revitalization Permittable Grant program or expenditure of Market Lubbock, Inc., in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to CEV Group Holding Co., LLC, located at 1500 Broadway Avenue is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of Market Lubbock, Inc.

**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

ccdocs/RES. Market Lubbock DT Permittable Grant – CEV Group Holding Co., LLC
April 28, 2026

**RE 26-19**

**RESOLUTION APPROVING**
**601 BROADWAY STREET – GEARY LAW, PC**
**DOWNTOWN FAÇADE GRANT**

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, March 25, 2026, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

**WHEREAS**, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Geary Law, PC that is renovating their property at 601 Broadway Street, which is located in the Downtown TIF as designated by the City of Lubbock.

The scope of façade work includes installing two new signs, totaling $5,076 in expenses.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant Geary Law, PC a Downtown Façade Grant totaling $2,538 once proof of payment has been submitted.

**WHEREAS** The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Chris Chambers, and Seconded by Director, Dr. Lori Rice-Spearman,

**IT WAS RESOLVED** that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Geary Law, PC, 601 Broadway Street, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grants and Contracts offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Sydney Coleman, Secretary

# MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM




## 601 Broadway

## (Geary Law, PC)

**TOTAL FAÇADE SCOPE OF WORK = $5,076**

**FAÇADE GRANT = $2,538** (100% of $2,538 baseline)

***BASED ON THE POINTS MATRIX PROGRAM***

**Downtown Grant Program**
**Presented to MLI Board**
**March 25, 2026**

## Project 601 Broadway (Façade)

Geary Law, PC, is installing new signage at 601 Broadway, located in the Downtown TIF.

"Geary Law, PC was founded by Elizabeth Geary, a long-time Lubbock resident and downtown Lubbock business owner. Geary Law serves clients with their personal injury and commercial litigation and appellate needs. Elizabeth previously operated her law office in downtown in the Millsap Suites on Broadway and was a co-owner of Burklee Hill Vineyards. Geary Law plans to expand to include multiple new employment positions over the next three years, serving clients in Lubbock, as well as Texas and New Mexico. Elizabeth is also a Board Member and on the Executive Committee for the Lubbock Chamber of Commerce."

The façade scope of work will include new signage totaling $5,076 in expenses.

The Points Matrix Worksheet total equaled 100 points, equating to 100% of the baseline grant amount.

The MLI Board is being asked to consider a Downtown Façade Grant for Geary Law, PC totaling $2,538 at 601 Broadway.

MARKET LUBBOCK

# Downtown Grant Program - Application

*The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.*

**MLI CONTACT INFORMATION**

Jorge Quirino - Director of Downtown & Special Projects
Market Lubbock, Inc. (MLI)
1500 Broadway, Sixth Floor, Lubbock, TX 79401
Phone: 806.749.4500
Email: jorge@marketlubbock.org

| | |
|---|---|
| Date Initial Application Submitted | 02/25/26 |
| Projected Project Start Date | 03/23/26 |
| Project Property Address | 601 Broadway, Lubbock TX 79401 |
| Property LCAD R# | 111815 |

*MLI Use Only:*

| | |
|---|---|
| *Ownership address within Lubbock County* | ☑ |
| *Property owned or leased less than 18 months* | ☑ |
| **No delinquent property taxes* | ☑ |

**GENERAL INFORMATION**

| | | | |
|---|---|---|---|
| Company Name | Geary Law | Contact | Elizabeth Geary |
| Street Address | 2301 Broadway | Title | Partner/Owner |
| City, State, Zip | Lubbock, TX, 79401 | Phone | (806) 698-7050 |
| | | Email | elizabeth@geary.law |

**INFORMATION ABOUT THE PROJECT**

Grant Type: Permittable ☐ Façade ☑ Both ☐

Project Summary Scope

Two lit signs that will be “GEARY LAW” for the exterior of the building. One for the front and one for the side of the building.

| Summary of Expenses (detailed bids attached) | Projected | MLI Approved |
|---|---|---|
| FAÇADE | | |
| Signage | $5,076 | $2,538 |
| | $0 | $0 |
| | $0 | $0 |
| | $0 | $0 |
| | $0 | $0 |
| FAÇADE TOTAL | $5,076 | $2,538 |
| PERMITTABLE | | |
| | $0 | $0 |
| | $0 | $0 |
| | $0 | $0 |
| | $0 | $0 |
| | $0 | $0 |
| PERMITTABLE TOTAL | $0 | $0 |
| **GRAND TOTAL** | **$5,076** | **$2,538** |

***Final bids will be used to calculate the project cost and grant amount.***

| | | | |
|---|---|---|---|
| ***MATRIX POINTS*** | ***100*** | ***FAÇADE GRANT*** | ***$2,538*** |
| ***PERCENT*** | ***100%*** | ***PERMITTABLE GRANT*** | ***$0*** |
| | | ***TOTAL GRANT*** | ***$2,538*** |

**COMPANY BACKGROUND**

List any person or entity that has at least 5% ownership in the Applicant Company:

| Name | Percent | Name | Percent |
|---|---|---|---|
| Elizabeth Geary | 100 | | |
| | | | |

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes

Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No

Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency? No

Is the firm a non-profit entity? (Does the firm pay property tax and/or sales tax?) No

**PROPERTY OWNERSHIP**

*Does the grant applicant own the property? No

*If no, does the applicant have written owner approval of the scope of work? Yes

**DOCUMENTS REQUIRED FROM APPLICANT FOR FINAL GRANT APPLICATIION**

- Copies of City permits, if applicable (obtained after initial grant app) ☐
- Detailed/Itemized Bids ☐
- Before Pictures ☐
- Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐
- Architectural Renderings (if applicable) ☐
- Architectural Plans (if applicable) ☐

**POINTS MATRIX (These answers will be used by MLI to determine grant amounts.)**

**CURRENT PRIMARY USE (sf) (Choose One)**

- Parking Lot Surface ☐
- Parking Garage: Private ☐
- Parking Garage: Public ☐
- Storage/Vacant ☑
- Operating Business: Non-Profit ☐
- Operating Business: For-Profit ☐
- Residential: Market Rate ☐
- Residential: Affordable ☐

**FUTURE PRIMARY USE (sf) (Choose One)**

- Parking Lot Surface ☐
- Parking Garage: Private ☐
- Parking Garage: Public ☐
- Storage/Vacant ☐
- Operating Business: Non-Profit ☐
- Operating Business: For-Profit ☑
- Residential: Market Rate ☐
- Residential: Affordable ☐

**CURRENT SECONDARY USE (sf) (Choose One)**

- Not Applicable ☑
- Parking Lot Surface ☐
- Parking Garage: Private ☐
- Parking Garage: Public ☐
- Storage/Vacant ☐
- Operating Business: Non-Profit ☐
- Operating Business: For-Profit ☐
- Residential: Market Rate ☐
- Residential: Affordable ☐

**FUTURE SECONDARY USE (sf) (Choose One)**

- Not Applicable ☑
- Parking Lot Surface ☐
- Parking Garage: Private ☐
- Parking Garage: Public ☐
- Storage/Vacant ☐
- Operating Business: Non-Profit ☐
- Operating Business: For-Profit ☐
- Residential: Market Rate ☐
- Residential: Affordable ☐

**CAPITAL EXPENDITURES (Choose One)**

| | |
|---|---|
| Less than $100,000 | ☑ |
| $100,000 to $249,999 | ☐ |
| $250,000 to $499,999 | ☐ |
| $500,000 to $999,999 | ☐ |
| $1,000,000 to $2,499,999 | ☐ |
| $2,500,000 to $4,999,999 | ☐ |
| $5,000,000 or more | ☐ |

**NEW FTE JOBS TO DOWNTOWN (Choose One)**

| | |
|---|---|
| None | ☐ |
| 1 - 4 FTE Jobs | ☐ |
| 5 - 9 FTE Jobs | ☑ |
| 10 or more FTE Jobs | ☐ |

**ADDITIONAL APPLICANT RESPONSIBILITIES**

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☐

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

**Contact Brianna Brown, Business Development Director, City of Lubbock, bbrown@mylubbock.us , to determine:**

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

**Items Required at Successful Completion of Construction**

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): Per email

Date: 2/25/2026

# Points Matrix - Percent Calculation 601 Broadway

*Geary Law*

| ***Property Ownership*** | For Profit | | Non-Profit | | **Pts** | |
|---|---|---|---|---|---|---|
| Existing owner (>18 mos) | 15 | 0 | 5 | 0 | 0 | *Has owned the property longer than 18 months.* |
| New owner (≤18 mos) | 25 | 25 | 10 | 0 | 25 | *New owner wanting to make immediate improvements.* |
| Local (primary address County of Lubbock) | 25 | 25 | 10 | 0 | 25 | *Majority owner's primary residence is located in Lubbock County.* |
| Nonlocal (primary address outside County of Lubbock) | 15 | 0 | 5 | 0 | 0 | *Majority owner's primary residence is located outside Lubbock County.* |
| | | | | | **50** | |

***Property Primary Use (sf)***
***Choose 1***

| *Current:* | Storage or Vacant | | Operating Biz: NonProfit | | Operating Biz: Commercial | | Operating Biz: Headquarters | | Residential: Market Rate | | Residential: Affordable | | **Pts** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | *Future (Choose 1)* | | | | | | | | | | | | |
| Parking lot | 0 | 0 | 20 | 0 | 50 | 0 | 50 | 0 | 35 | 0 | 20 | 0 | 0 |
| Storage/vacant | 0 | 0 | 30 | 0 | 40 | 40 | 40 | 0 | 35 | 0 | 20 | 0 | 40 |
| Operating biz: NonProfit | 0 | 0 | 5 | 0 | 30 | 0 | 40 | 0 | 35 | 0 | 20 | 0 | 0 |
| Operating biz: Commercial | 0 | 0 | 0 | 0 | 20 | 0 | 30 | 0 | 20 | 0 | 5 | 0 | 0 |
| Operating biz: Headquarters | 0 | 0 | 0 | 0 | 40 | 0 | 10 | 0 | 20 | 0 | 5 | 0 | 0 |
| Residential: Market Rate | 0 | 0 | 0 | 0 | 10 | 0 | 10 | 0 | 10 | 0 | 0 | 0 | 0 |
| Residential: Affordable | 0 | 0 | 0 | 0 | 10 | 0 | 20 | 0 | 20 | 0 | 0 | 0 | 0 |
| | | | | | | | | | | | | | **40** |

***Property Secondary Use (sf)***
***Choose 1***

| *Current:* | Storage or Vacant | | Operating Biz: NonProfit | | Operating Biz: Commercial | | Operating Biz: Headquarters | | Residential: Market Rate | | Residential: Affordable | | **Pts** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | *Future (Choose 1)* | | | | | | | | | | | | |
| Parking lot | 0 | 0 | 20 | 0 | 50 | 0 | 50 | 0 | 35 | 0 | 20 | 0 | 0 |
| Storage/vacant | 0 | 0 | 30 | 0 | 40 | 0 | 40 | 0 | 35 | 0 | 20 | 0 | 0 |
| Operating biz: NonProfit | 0 | 0 | 5 | 0 | 30 | 0 | 40 | 0 | 35 | 0 | 20 | 0 | 0 |
| Operating biz: Commercial | 0 | 0 | 0 | 0 | 20 | 0 | 30 | 0 | 20 | 0 | 5 | 0 | 0 |
| Operating biz: Headquarters | 0 | 0 | 0 | 0 | 40 | 0 | 10 | 0 | 20 | 0 | 5 | 0 | 0 |
| Residential: Market Rate | 0 | 0 | 0 | 0 | 10 | 0 | 10 | 0 | 10 | 0 | 0 | 0 | 0 |
| Residential: Affordable | 0 | 0 | 0 | 0 | 10 | 0 | 20 | 0 | 20 | 0 | 0 | 0 | 0 |
| | | | | | | | | | | | | | **0** |

***Parking***

| *Current:* | Parking Lot: Surface | | Parking Garage: Private | | Parking Garage: Public | | **Points** |
|---|---|---|---|---|---|---|---|
| | *Future:* | | | | | | |
| Parking lot: Surface | 5 | 0 | 30 | 0 | 50 | 0 | 0 |
| Parking garage: Private | 0 | 0 | 10 | 0 | 30 | 0 | 0 |
| Parking garage: Public | 0 | 0 | 5 | 0 | 10 | 0 | 0 |
| | | | | | | | **0** |

***Capital Expenditures***

| | |
|---|---|
| <$100,000 (0 Points) | 0 |
| $100,000 - $249,999 (3 Points) | 0 |
| $250,000 - $499,999 (6 Points) | 0 |
| $500,000 - $999,999 (10 Points) | 0 |
| $1,000,000 - $2,499,999 (20 Points) | 0 |
| $2,500,000 - $4,999,999 (35 Points) | 0 |
| $5,000,000 or more (50 Points) | 0 |
| Cap Ex. Points | **0** |

***Total Points:***

| | |
|---|---|
| <50 | Not eligible |
| 50 to 74 | 50% of your project |
| 75 to 99 | 75% of your project |
| 100 to 124 | 100% of your project |
| 125 to 149 | 125% of your project |
| 150 or more | 150% of your project |

**GRAND TOTAL**
**100**

***Grant Payout Percentage***

| ***FTE Jobs New to Downtown*** | | FAÇADE | | PERMITTABLE | | TOTAL | |
|---|---|---|---|---|---|---|---|
| None (0 Points) | 0 | 50% | $1,269 | 50% | $0 | 50% | $1,269 |
| 1 - 4 Jobs (5 Points) | 0 | 75% | $1,904 | 75% | $0 | 75% | $1,904 |
| 5 - 9 Jobs (10 Points) | 10 | **100%** | **$2,538** | **100%** | **$0** | **100%** | **$2,538** |
| 10 or more Jobs (20 Points) | 0 | 125% | $3,173 | 125% | $0 | 125% | $3,173 |
| New Jobs Points | **10** | 150% | $3,807 | 150% | $0 | 150% | $3,807 |

Signs On The Go, Inc.
304 County Road 7200
Lubbock, TX 79404
signs@signsonthego.com
AR kaci@signsonthego.com

# Quote

**QUOTE** 121670
**Date** Feb 16, 2026

**QUOTE FOR**

GEARY LAW
TX

**SHIP TO**

GEARY BECK LAWFIRM
TX

| Phone | ✉E-Mail | Terms | PO No. | Sales Rep |
|---|---|---|---|---|
| (806) 698-7050 | elizabeth@gearybeck.com | COD | | |

| Job | Description | QTY | Price | Total |
|---|---|---|---|---|
| 1 | Install Sign Install - ;<br>**Description:**<br>ELECTRICAL SIGN INSTALLATION | 1 | $1,100.00 | $1,100.00 |
| 2 | Permit Sign Permit - ;<br>**Description:**<br>CITY OF LUBBOCK SIGN PERMIT | 1 | $250.00 | $250.00 |
| 3 | Channel Letter Lighted Block Letter - Height: 0 Ft 20 In Width: 0 Ft 15 In;<br>**Add-ons:**<br>Vinyl Added Face;<br>**Description:**<br>AWNING MOUNT CHANNEL LETTERS | 8 | $264.58 | $2,116.64 |
| 4 | Channel Letter ACM / Alumin Backing - Height: 0 Ft 26 In Width: 0 Ft 134 In;<br>**Add-ons:**<br>Base Mount W/Structure;<br>**Description:**<br>BLACK ACM BACKER WITH MOUNT FOR AWNING | 1 | $1,288.33 | $1,288.33 |

We Accept American Express, Visa, Mastercard & Discover

| | |
|---|---|
| **Subtotal:** | $4,754.97 |
| **Tax:** | $320.96 |
| **Total:** | $5,075.93 |
| **Down Payment:** | $0.00 |
| **Total Due:** | $5,075.93 |

**Contact:** Elizabeth Geary


GEARY LAW

AI# 14161
Regular City Council Meeting 6. 21.
04/14/2026:

## Information

### Agenda Item

**Resolution - Business Development:** Consider a resolution making findings that the Centerpointe Public Improvement District meets the requirements of Chapter 372 of the Texas Local Government Code; accepting the Centerpointe PID Petition, which covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded on the east by North Avenue U, on the south by Drake Street, on the west by North University, and on the north by Georgetown Street; and calling for a public hearing to receive public comment on the formation of a public improvement district in the area depicted and described.

### Item Summary

The City of Lubbock received a petition from property owners requesting that the City of Lubbock establish a Public Improvement District (PID) for the proposed Centerpointe Development area. The area covers approximately 79.91 acres. PID establishment can only be initiated by a petition of property owners meeting two tests outlined in the statute. The petition must be signed by:

(a) Owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment; and
(b) Record owners of property liable for assessment under the PID petition who:

1. Constitute more than 50% of all the record owners of property liable for assessment under the proposal; or
2. Own taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under the proposal.

The petition received by the City of Lubbock was signed by authorized agents of property owners of 100% of the total appraised value for the area and 100% of the total land area contained in the proposed PID. The petition has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Texas Local Government Code, and to be sufficient for consideration by the City of Lubbock.

The Centerpointe PID is a defined assessment area providing specific types of services for a given area. The purpose of the Centerpointe PID will be:

(i) acquisition, construction, or drainage facilities or improvements,

1. the design, construction, and maintenance of parks and green spaces, together with any ancillary structures, features or amenities such a playgrounds, splash pads, pool(s), athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; and

(ii) payment of costs associated with developing and financing the public improvements listed in subdivision (i) including costs of establishing, administering, and operating the District.

The owner of the property submitting the petition paid the application fee of $5,000, which should cover the cost of creating the PID, with any remaining money reimbursed to the developer. If the cost of creating the PID exceeds $5,000, the developer will reimburse the City for the remaining costs.

One of the statutory requirements for establishing the PID is that the City Council hold a public hearing regarding the advisability of creating the District. The resolution calls for the public hearing to be held on April 14, 2026. 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
Molly Ballesteros, Interim Business Development Director

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**Attachments**

Resolution
Exhibit 1
Exhibit 2

# RESOLUTION

**WHEREAS,** the City of Lubbock, Texas (the "City") is authorized pursuant to Chapter 372 of the Texas Local Government Code, as amended, (the "Act") to create a public improvement district within its boundaries;

**WHEREAS,** on or before March 2, 2026, a petition (the "Petition"), attached hereto and incorporated herein as *Exhibit 1*, requesting the establishment of the Centerpointe Public Improvement District (the "District") covering approximately 79.91 acres was submitted and filed with the City Secretary of the City by property owners meeting the requirements of the Act (collectively, the "Petitioners");

**WHEREAS**, in accordance with Texas Local Government Code, Section 372.005(b), the PID Petition contains signatures from (i) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment within the area described in the PID Petition; and (ii) the record owners that constitute more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the area depicted and described in the PID Petition; and

**WHEREAS**, the PID Petition has been examined and verified by City staff confirming that the requirements of the Act for requesting the creation of a public improvement district have been met; and

**WHEREAS**, pursuant to the PID Petition, the Petitioners propose that the public improvement district provide for (i) engineering, procurement, and construction of public improvements detailed in Section 2 of the PID Petition with an estimated cost of $365,925.95; (ii) costs associated with developing and maintaining the public improvements including costs of establishing, administering, and operating the Centerpointe PID; (iii) with the proposed being $0.17 cents per $100.00 in property valuation; and with all costs herein to be paid in full by the Centerpointe PID; and

**WHEREAS**, the City Council desires to accept the PID Petition and desires to schedule a public hearing to consider the formation of a public improvement district for the area depicted and described in "Exhibit 2"; **NOW THEREFORE,**

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

1. The Council finds that the PID Petition meets the requirements of the Act and, therefore, the Council hereby accepts the PID Petition as presented by the petitioner.

2. A public hearing is hereby scheduled at 2:00 p.m., May 12, 2026, 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 2.*

3. 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.

4. 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.Centerpointe PID petition
April 7, 2026

Drake/Edgewood, LLC
7703 La Salle Avenue
Lubbock, TX 79424
www.gmcdevelopments.com

Molly Ballesteros
Special Districts Manager
City of Lubbock
1314 Avenue K
Lubbock, TX 79401

Date 03/02/2026

RE: Centerpointe Public Improvement District

Dear Honorable Mayor and City Council,

Centerpointe is a 79.91-acre residential development within the city limits of the city of Lubbock, located approximately ½ mile North of Loop 289 on North University Avenue and Drake Street. It is bounded on the East by North Avenue U, on the South by Drake Street, on the West by North University, and on the North by Georgetown Street. We are proposing to create a Public Improvement District to maintain the public improvements for Centerpointe PID. The purpose of the PID is to maintain two green space common areas located in a utility easement along Drake Street from North University Avenue to North Avenue U and along North Avenue U from Drake Street to Georgetown Street. Phase 1 is 17.55 acres and includes 65 single family residence lots with an average home price of $240,000. Future development is 62.36 acres and will include approximately 375 single family homes with an average home price of $220,000.

To comply with the Public Improvement District Policies and Guidelines, we are providing information as required in Section III. Guidelines, b. Petition Requirements:

1. Drake/Edgewood, LLC has purchased 79.91 acres. The proposed Centerpointe Public Improvement District park/green space covers 7.424 acres located in a utility easement. The proposed boundaries are shown on the attached map. The purpose is to maintain two green space common areas in a utility easement with cost effective landscaping without irrigation, pedestrian lighting, decorative boulders, and similar improvements. The developer will invest the initial construction costs and keep the PID healthy and thriving before it will be deeded over to the city of Lubbock and the PID.
2. The estimated cost of the improvements is $365,925.95
3. This requirement is addressed in attached document #1
4. See section 5 of the Petition Document
5. If there is sufficient support to dissolve the Public Improvement District, certain requirements in addition to sufficient support must be met to dissolve the PID. Those requirements include arrangements to transfer ownership and maintenance of the City owned and PID maintained property. These arrangements are to be made by the (City Manager or designated representative with funds

available to the PID). (Drake/Edgewood, LLC will have been responsible for some maintenance before the PID is deeded over.)

6. The map of the area and description attached in documents #2 and #3.
7. The procedure for the nomination of a PID Advisory Board shall be consistent with the bylaws for Public Improvement Districts for the City of Lubbock. If a board is not established, then the operation of any PID actions will be managed by the City Manager or designee.
8. The benefits of the PID will be to encourage outdoor activity within the community, enhance property value, create landscaping enhancements that promote water conservation, promote safety, and enhance the community's visual image.
9. City owned land in the district will be Tract A. The description and survey are attached in document #4.
10. A general description of proposed public improvements: The design, construction and maintenance of parks to include sidewalks, lighting, and common green spaces.
11. The estimated total cost of the improvement is $365,925.95 and will be paid and constructed by the developer. The estimated cost of the maintenance is $47,294.19 per year and is to be paid for by the PID as soon as the funds are available.
12. The PID operating budget is attached in document #6.
13. Method of assessment will be based on the net taxable value of the affected properties and will be assessed at $0.17 cents per $100.00 valuation.
14. Document of liability insurance will be provided if requested by the City of Lubbock
15. The city will not be obligated to provide any funds to finance the proposed public improvements or maintain public improvements. All costs of the proposed public improvements will be paid by assessments of the property within the district and the developer.
16. This requirement is addressed in the attached spreadsheet documenting costs for establishing, maintaining, operating, and repairing the PID.

We have included all the information requested for the creation of the Centerpointe PID. Please let me know if you require any more information or have any questions.

X Julie McMahan

Julie McMahan
*Authorized Representative*
Drake/Edgewood, LLC

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO CENTERPOINTE PUBLIC IMPROVEMENT DISTRICT

THE STATE OF TEXAS §
§
CITY OF LUBBOCK §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LUBBOCK:

The undersigned petitioners (the "Petitioners"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), request that the City of Lubbock create a public improvement district (the "District") in the territory described in Exhibit A attached hereto (the "Land") within the City of Lubbock, Texas (the "City"), and in support of this petition the Petitioners would present the following:

Section 1. Standing of Petitioners. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current roll of the Lubbock Central Appraisal District, the Petitioners constitute: (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General nature of the proposed public improvements. The general nature of the proposed public improvements is: (i) acquisition, construction, or drainage facilities or improvements, (ii) the design, construction and maintenance of parks and greenspaces, together with any ancillary structures, features or amenities such as playgrounds, splash pads, pool(s), athletic facilities, permitter community fences, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located there in along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; and (iii) payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District.

Section 3. Estimated cost of the proposed public improvements and annual maintenance: $365,925.95 estimated for proposed public improvements as mentioned in section 2. The estimated annual cost for maintenance and services is $12,000, as further described in the Service and Assessment Plan attached hereto as Exhibit B and incorporated herein for all purposes.

Section 4. Boundaries. The proposed boundaries of the District are described in Exhibit A.

Section 5. Method of assessment. An assessment methodology has been prepared that will address (i) how the costs of the public improvements paid for with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to property on

the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

In assessing the maintenance of the public improvements, property will be classified based on the net taxable value of the property.

The assessment methodology will result in each parcel paying its fair share of the costs of maintaining the public improvements based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

The annual budget is subject to review by City of Lubbock staff and final approval by the City Council. The annual assessments may be adjusted as a result of the City of Lubbock staff review and City Council approval.

Section 6. Apportionment of Cost between the City and the District. The City will not be obligated to provide any funds to finance the proposed public improvements or maintain the public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the developer of the Land.

Section 7. Management of the District. The City will manage the District, or a partnership between the municipality or county and the private sector, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization, including a Public Facilities Corporation created by the City pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

Section 8. Advisory board. An advisory board may be established to develop and recommend an improvement plan to the City Council of the City (the "City Council").

The signers of this petition request the establishment of the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

PETITIONERS:

**IN WITNESS WHEREOF**, these presents are signed in Lubbock, Texas on this 13th day of March 2026.

**DECLARANT**: Drake/Edgewood, LLC

Julie McMahon
Signature

Julie McMahon
Print Name

Authorized Representative
Title

**THE STATE OF TEXAS** §
§
**COUNTY OF LUBBOCK** §

This instrument was acknowledged before on this 13th day of March, 2026 by the Julie McMahon Auth Rep. of said entity and in the capacity therein stated.

Dusti Carter
Notary Public Signature

DUSTI LYNN CARTER
Notary ID #10690157
My Commission Expires
April 23, 2026

PETITIONERS:

**IN WITNESS WHEREOF**, these presents are signed in Lubbock, Texas on this 13th day of March 20 24.

**DECLARANT**: WTLG Centerpointe LLC

Signature

Robert Wood

Print Name

mgr.

Title

**THE STATE OF TEXAS** §
§
**COUNTY OF LUBBOCK** §

This instrument was acknowledged before on this 13th day of March, 20 24 by the Robert Wood, manager of said entity and in the capacity therein stated.

Dusti Carter

Notary Public Signature

DUSTI LYNN CARTER
Notary ID #10690157
My Commission Expires
April 23, 2026

PETITIONERS:

**IN WITNESS WHEREOF**, these presents are signed in Lubbock, Texas on this 23rd day of March 2026..

**DECLARANT**: Bandanna, LLC

Signature

Jeremy Lee Frazier
Print Name

owner
Title

**THE STATE OF TEXAS** §
§
**COUNTY OF LUBBOCK** §

This instrument was acknowledged before on this 23rd day of March, 2026 by the Jeremy Lee Frazier, owner of said entity and in the capacity therein stated.

Alejandra Esparza
Notary Public Signature

ALEJANDRA ESPARZA
Notary Public, State of Texas
Notary ID# 133424463
My Commission Expires 11-01-2029

PETITIONERS:

**IN WITNESS WHEREOF**, these presents are signed in Lubbock, Texas on this 31st day of March 2026..

**DECLARANT**: Lennar Homes of Texas Land and Constructions LTD

Signature

Clifton Karam

Print Name

Vice President

Title

**THE STATE OF TEXAS** §
§
**COUNTY OF LUBBOCK** §

This instrument was acknowledged before on this 31st day of MARCH, 2026 by the VICE PRESIDENT, CLIFTON KARAM of said entity and in the capacity therein stated.

Notary Public Signature

MARK HARRISON
Notary Public, State of Texas
Comm. Expires 01-23-2030
Notary ID 135546356

**EXHIBIT A**

**DESCRIPTION OF**
# THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 11, BLOCK A, T.T. RR. CO. SURVEY, ABSTRACT NO. 86, LUBBOCK COUNTY, TEXAS

The South Half (S/2) of the Northwest Quarter (NW/4) of Section 11, Block A, T.T. RR. Co. Survey, Abstract Number 86, Lubbock County, Texas, and situated within a portion of that certain 156.677 acre tract of land conveyed to Shanghai Development Company, LLC., described in a Special Warranty Deed recorded in County Clerk's File Number 2020049663 of the Official Public Records of Lubbock County, Texas, said South Half (S/2) contains 79.91 acres of land, plus or minus, being further described by metes and bounds as follows:

**BEGINNING** at a point in west line of said 156.677 acre tract of land, for the northwest corner of this tract and having coordinates of Northing: 7,293,230.66 and Easting: 942,796.89 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence the northwest corner of said Section 11 bears N. 01° 17' 01" E. a distance of 1319.27 feet, said section corner having coordinates of Northing: 7,294,474.35 and Easting: 942,824.08 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

**THENCE** S. 88° 11' 24" E. a distance of 2648.92 feet to a point in the center quarter line of said Section 11 for the northeast corner of this tract;

**THENCE** S. 01° 43' 40" W. a distance of 1319.28 feet to the center quarter corner of said Section 11 and the southeast corner of said 156.677 acre tract and this tract, having coordinates of Northing: 7,291,828.62 and Easting: 945,404.13 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

**THENCE** N. 88° 11' 26" W. a distance of 2628.01 feet to a point for the southwest corner of said 156.677 acre tract and this tract;

**THENCE** N. 00° 49' 12" E. a distance of 1319.50 feet to **THE POINT OF BEGINNING**. Bearings are relative to the Texas Coordinate System of 1983 (2011), Texas North Central Zone. The convergence angle to true north is -01° 49' 52.25" and a combined scale factor of 0.99977380. Distances are at surface, in U.S. Survey feet. All corners are monumented with 1/2" iron rods with caps marked "AMD ENGINEERING", unless otherwise noted.

THIS DESCRIPTION WAS PREPARED FOR CONTRACT PURPOSES ONLY AND DOES NOT REPRESENT A SURVEY AS MADE UPON THE GROUND. THIS DESCRIPTION WAS PREPARED USING INFORMATION OBTAINED FROM PREVIOUS SURVEYS OF THE LAND HEREIN DESCRIBED.

6515 68th Street, Suite 300
Lubbock, Texas 79424

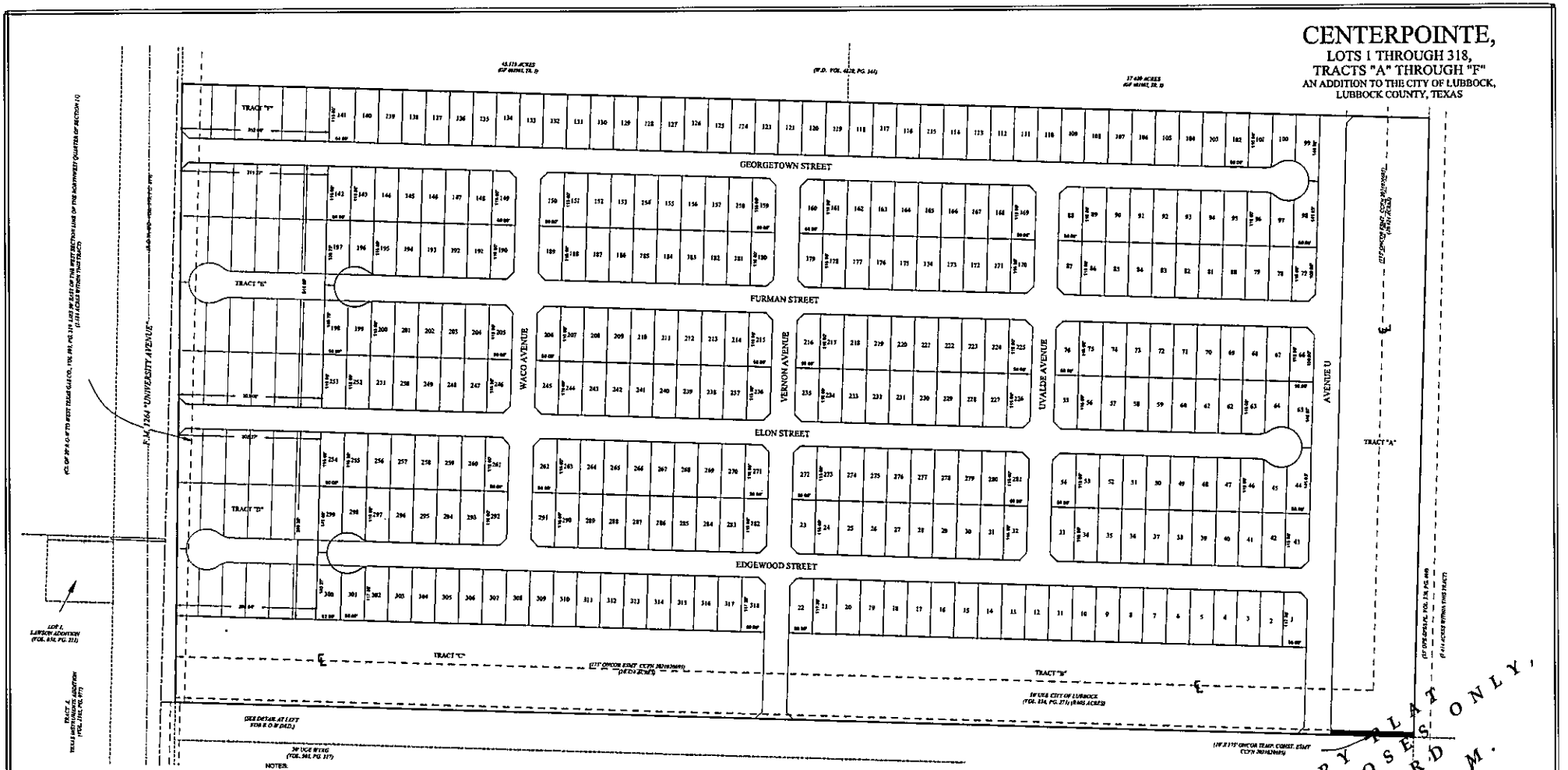
TBPE Reg. # F-9197
TBPELS Reg. #101785-00

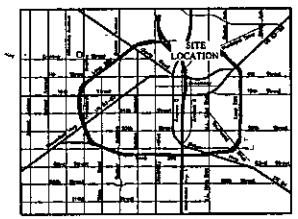
Office: (806) 771-5976
Fax: (806) 771-7625

# CENTERPOINTE,

## LOTS 1 THROUGH 318, TRACTS "A" THROUGH "E"

AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS




VICINITY MAP
NOT TO SCALE

NOTES:
SCALE 1" = 100'.

1. HEAVY LINES INDICATE PLAT LIMITS.
2. ALL STREETS, ALLEYS, AND EASEMENTS WITHIN PLAT LIMITS ARE HEREIN DEDICATED, UNLESS NOTED OTHERWISE.
3. NO BUILDING PERMIT SHALL BE ISSUED ON ANY SURVEY CERTIFICATE THAT IS NOT IN ACCORDANCE WITH AN APPROVED FINAL PLAT UNLESS AN EXCEPTION IS PROVIDED BY THE PLANNING AND ZONING COMMISSION POLICY OR BY THE LUBBOCK CODE OF ORDINANCES.
4. ALL UTILITY SERVICE SHALL BE IN ACCORDANCE WITH THE "UNDERGROUND UTILITIES POLICY" STATEMENT BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUBBOCK, TEXAS AND THE PROVISIONS OF SECTION 36.08.095 OF THE LUBBOCK CODE OF ORDINANCES.
5. ANY RELOCATION OR REVISION OF EXISTING FACILITIES SHALL BE THE SUBDIVIDER'S EXPENSE. COMPENSATION SHALL BE MADE PRIOR TO RECORDING OF THIS FINAL PLAT.
6. ALL EXISTING OR PROPOSED UTILITY SERVICES TO AND ON TRACTS INDICATED BY THIS PLAT SHALL BE CONTAINED IN THE PUBLIC RIGHT-OF-WAY AND PUBLIC OR PRIVATE UTILITY EASEMENTS. UTILITY SERVICE INSTALLATION REQUESTED AT A FUTURE DATE AND NOT WITHIN AN EASEMENT INDICATED BY THIS PLAT, SHALL BE WITHIN A PROPER UTILITY EASEMENT GRANTED BY THE OWNER OF SAID PROPERTY BY SEPARATE RECORDED INSTRUMENT PRIOR TO THE PROVISION OF SUCH SERVICE. SUCH EASEMENTS SHALL BE AT THE EXPENSE OF THE ENTITY REQUESTING SUCH INSTALLATION.
7. 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.
8. 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.
9. MINIMUM FLOOR ELEVATIONS SHALL CONFORM TO THE REQUIREMENTS OF THE LUBBOCK DRAINAGE CRITERIA MANUAL, AS ADOPTED BY ORDINANCE 10022, AS AMENDED, AND SECTION 25.09.191, SECTION 28.14.004 AND SECTION 30.03.073 OF THE LUBBOCK CODE OF ORDINANCES.
10. IN ORDER TO PREVENT DAMAGE TO PUBLIC AND PRIVATE UTILITIES AND TO MINIMIZE AND OR ELIMINATE INTERRUPTION OF UTILITY SERVICES, THE CITY OF LUBBOCK SOLID WASTE SERVICES DEPARTMENT REQUESTS THAT NO UTILITY RISERS, METER BASES, PEDESTALS, ETC., PUBLIC OR PRIVATE, BE PLACED IN THE CHAMFERED CORNERS OF ALLEY WAYS.

DRE = DRAINAGE EASEMENT.
L/PL = LUBBOCK POWER & LIGHT.
PAE = PEDESTRIAN ACCESS EASEMENT.
TPE = 6' X 8' (MINIMUM) TRANSFORMER PAD EASEMENT (HEREIN GRANTED TO SPEC), INDICATED BY SYMBOL
UUE = UNDERGROUND UTILITY EASEMENT.
R-O-W = RIGHT-OF-WAY.
SPOC = SOUTH PLAINS ELECTRIC CO
CM = CONTROLLING MONUMENT.
COFH = COUNTY CLERK'S FILE NUMBER.
PAED = PLAT AND DEDICATION NUMBER.
PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY.
ALL CORNERS MONUMENTED WITH 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING", UNLESS OTHERWISE SPECIFIED.
BEARINGS ARE GRID BEARINGS RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE. THE CONVERGENCE ANGLE TO TRUE NORTH IS -01°54'06". THE COMBINED SCALE FACTOR IS 0.99974186.
COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE.
DISTANCES AS SHOWN HEREON ARE AT SURFACE, IN U.S. SURVEY FEET.
THESE PLAT LIMITS CONTAIN 79.811 ACRES OF LAND.

FOR PRELIMINARY PLAT REVIEW PURPOSES ONLY, DO NOT RECORD 10/12/21 @ 9:00 A.M.


AMD
AMD Engineering, LLC
6515 49th Street, Suite 308
Lubbock, TX 79424
CIVIL ENGINEERING
LAND SURVEYING
Phone: 806-771-0478
Fax: 806-771-7634
TBPELS Reg. # 10078200
Accuracy - Efficiency - Integrity


PROPERTY OWNER:
ADDRESS:
PHONE:
JOB NUMBER: 20806


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**EXHIBIT B**

# CENTERPOINTE

## Proposed Revenue/Expense Worksheet

| | Proposed | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Construction Year | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | Totals |
| **VALUES** | 0 | 45 | 45 | 50 | 50 | 50 | 50 | 50 | 50 | 390 |
| Property Values* | - | 9,900,000 | 19,998,000 | 31,397,960 | 43,025,919 | 54,886,438 | 66,984,166 | 79,323,850 | 91,910,327 | $ 397,426,659 |
| Discounted Property Values | - | 9,405,000 | 18,998,100 | 29,828,062 | 40,874,623 | 52,142,116 | 63,634,958 | 75,357,657 | 87,314,810 | $ 377,555,326 |
| **FISCAL YEAR REVENUES** | **2026-27** | **2027-28** | **2028-29** | **2029-30** | **2030-31** | **2031-32** | **2032-33** | **2033-34** | **2034-35** | |
| Interest | | - | 140 | 785 | 130 | 35 | 532 | 1,651 | 3,427 | 6,698 |
| 0.17 Assessment @ $0.17 | | 15,989 | 32,297 | 50,708 | 69,487 | 88,642 | 108,179 | 128,108 | 148,435 | 641,844 |
| **Total Revenue** | **-** | **15,989** | **32,436** | **51,493** | **69,616** | **88,677** | **108,711** | **129,759** | **151,862** | **$ 648,542** |
| | **2026-27** | **2027-28** | **2028-29** | **2029-30** | **2030-31** | **2031-32** | **2032-33** | **2033-34** | **2034-35** | |
| **EXPENSE** | | | | | | | | | | |
| **Green Space 1** | | | | 24,357 | 25,088 | 25,840 | 26,615 | 27,414 | 28,236 | $ 157,551 |
| **Green Space 2** | | | | 24,357 | 25,088 | 25,840 | 26,615 | 27,414 | 28,236 | 157,551 |
| **Repairs** | | | | 1,500 | 1,545 | 1,591 | 1,639 | 1,688 | 1,739 | 9,703 |
| **Administrative Costs** | | 5,000 | 7,000 | 10,000 | 10,300 | 10,609 | 10,927 | 11,255 | 11,593 | 76,684 |
| **Annual Operation Costs** | | 7,000 | 7,000 | 10,000 | 10,300 | 10,609 | 10,927 | 11,255 | 11,593 | 78,684 |
| **Total Expenditures** | **-** | **12,000** | **14,000** | **70,214** | **72,320** | **74,490** | **76,725** | **79,026** | **81,397** | **480,172** |
| Cash Reserves | **-** | **3,989** | **22,425** | **3,704** | **1,000** | **15,187** | **47,173** | **97,906** | **168,370** | **168,370** |

*Property Value growth rate = 2% annually

**Expense growth rate =3% annually

**CITY OF LUBBOCK** §

**COUNTY OF LUBBOCK** §

**STATE OF TEXAS** §

## CERTIFICATION OF SUFFICIENT PETITION

I hereby certify, in the performance of the functions of my office, that the attached petition, from property owners requesting the City of Lubbock establish a Public Improvement District (PID) for the proposed Centerpointe development, has been verified and is sufficient. And, that Public Improvement Districts can only be initiated by a petition of property owners who meet a value test and an area test, pursuant to Texas Local Government Code, Sec. 372.005 (b). And, the statutory two test requirement was met: (1) petition is signed by the owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (March 11, 2026), in the area known as Centerpointe, as shown on the attached map; the petitioners own 100% of the area within the proposed Centerpointe PID; (2) petition must be signed by the record owners of property that constitute more than 50% of the number of record owners or the record owners of more than 50% of the area within the PID; the petitioners own 99.65% of the total area within the proposed Centerpointe PID area.

I further certify that I am the City Secretary of the City of Lubbock, that said documents appear of record in my office, I have legal custody of said record, and that I am a lawful possessor and keeper and have legal custody of the records in said office.

In witness whereof I have hereunto set my hand and affixed the official seal of said office the 2nd day of April, 2026.

(City Seal)

Courtney Paz
City Secretary
City of Lubbock
Lubbock County, State of Texas

City of Lubbock TEXAS

**Date:** March 30, 2026

**To:** Courtney Paz, City Secretary

**From:** Molly Ballesteros, Interim Business Development Director

**CC:** Bill Howerton, Deputy City Manager

**Re:** Centerpointe Public Improvement District Petition

Recently, the City of Lubbock received petitions from Property Owners requesting the City of Lubbock establish a Public Improvement District (PID) for the proposed Centerpointe development shown on the attached map. PID establishment can only be initiated by a petition of property owners who meet two tests outlined in the state statute.

The first test is that the petition is sufficient if signed by the owners of taxable real property representing more than 50 percent of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (March 11, 2026). Since the petitioners own 91 percent of the taxable real property value within the boundary, the petition passes the value test.

The second test is that the petition must be signed by the record owners of property that constitute more than 50 percent of the number of record owners or the record owners of more than 50 percent of the area within the PID. The petitioners own 99.65 percent of the total area within the proposed Centerpointe PID area so they pass the area test.

The notarized signature on the Centerpointe petitions were validated by a visual review and owners on the petitions were verified against the current tax roll received from Lubbock Central Appraisal District by the Business Development Department and reviewed by GIS and Data Services.

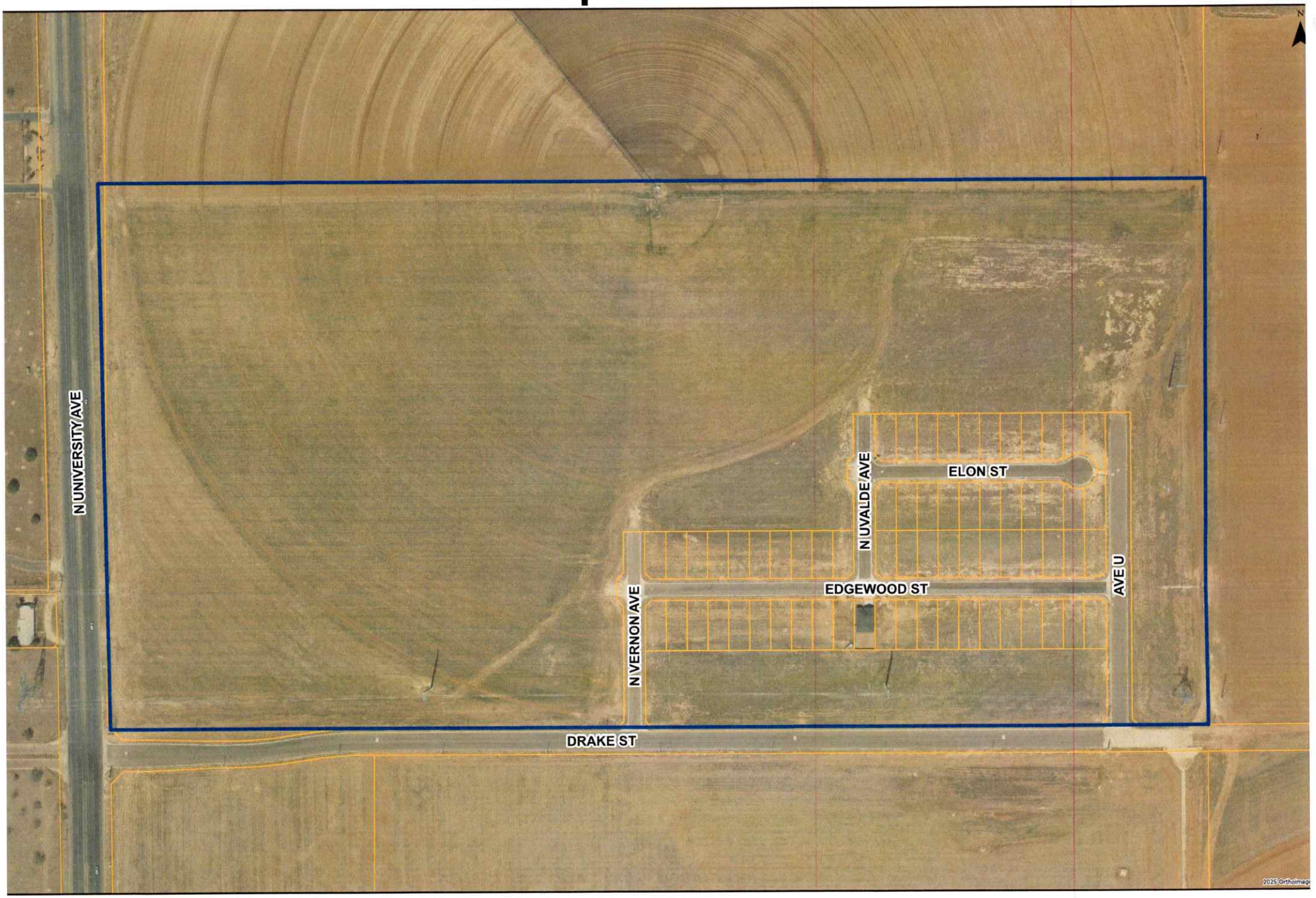
## Centerpointe PID Projected Assessment Roll

LCAD Roll 3/11/26

| Property ID | Tax Year | Owner Name | Owner Address | Legal Description | Taxable | Land Size Acres | Petition Received |
|---|---|---|---|---|---|---|---|
| R66579 | 2026 | WTLG CENTERPOINTE LLC | 8213 ALCOVE AVE LUBBOCK TX 79424 | BLK A SEC 11 AB 86 TR E1 ACS: 62.9809 | $188,943 | 62.9809 | Y |
| R351024 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE TR A | $20,397 | 4.6824 | Y |
| R350959 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 1 | $24,000 | 0.1464 | Y |
| R350960 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 2 | $24,000 | 0.1392 | Y |
| R350961 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 3 | $24,000 | 0.1392 | Y |
| R350962 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 4 | $24,000 | 0.1392 | Y |
| R350963 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 5 | $24,000 | 0.1392 | Y |
| R350964 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 6 | $24,000 | 0.1392 | Y |
| R351001 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 43 | $24,000 | 0.1328 | Y |
| R351000 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 42 | $24,000 | 0.1320 | Y |
| R350999 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 41 | $24,000 | 0.1320 | Y |
| R350998 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 40 | $24,000 | 0.1320 | Y |
| R350997 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 39 | $24,000 | 0.1320 | Y |
| R350996 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 38 | $24,000 | 0.1320 | Y |
| R350995 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 37 | $24,000 | 0.1320 | Y |
| R350994 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 36 | $24,000 | 0.1320 | Y |
| R350993 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 35 | $24,000 | 0.1320 | Y |
| R350992 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 34 | $24,000 | 0.1320 | Y |
| R350991 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 33 | $24,000 | 0.1294 | Y |
| R351003 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 45 | $24,000 | 0.1176 | Y |
| R351004 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 46 | $24,000 | 0.1316 | Y |
| R351005 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 47 | $24,000 | 0.1320 | Y |
| R351006 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 48 | $24,000 | 0.1320 | Y |
| R351007 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 49 | $24,000 | 0.1320 | Y |
| R351008 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 50 | $24,000 | 0.1320 | Y |
| R351009 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 51 | $24,000 | 0.1320 | Y |
| R351010 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 52 | $24,000 | 0.1320 | Y |
| R351011 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 53 | $24,000 | 0.1320 | Y |
| R351012 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 54 | $24,000 | 0.1294 | Y |
| R351002 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 44 | $24,000 | 0.1438 | Y |
| R351023 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 65 | $24,000 | 0.1431 | Y |
| R351022 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 64 | $24,000 | 0.1176 | Y |
| R351021 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 63 | $24,000 | 0.1316 | Y |
| R351020 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 62 | $24,000 | 0.1320 | Y |
| R351019 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 61 | $24,000 | 0.1320 | Y |
| R351018 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 60 | $24,000 | 0.1320 | Y |
| R351017 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 59 | $24,000 | 0.1320 | Y |
| R351016 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 58 | $24,000 | 0.1320 | Y |
| R351015 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 57 | $24,000 | 0.1320 | Y |
| R351014 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 56 | $24,000 | 0.1320 | Y |
| R351013 | 2026 | DRAKE/EDGEWOOD LLC | 7703 LASALLE AVE LUBBOCK TX 79424 | CENTERPOINTE L 55 | $24,000 | 0.1294 | Y |
| R350979 | 2026 | LENNAR HOMES OF TEXAS LAND & CONST LTD | 100 NE LOOP 410 STE 1155 SAN ANTONIO TX 78216 | CENTERPOINTE L 21 | $75,274 | 0.1392 | Y |
| R350980 | 2026 | LENNAR HOMES OF TEXAS LAND & CONST LTD | 100 NE LOOP 410 STE 1155 SAN ANTONIO TX 78216 | CENTERPOINTE L 22 | $92,026 | 0.1366 | Y |
| R350990 | 2026 | LENNAR HOMES OF TEXAS LAND & CONST LTD | 100 NE LOOP 410 STE 1155 SAN ANTONIO TX 78216 | CENTERPOINTE L 32 | $101,314 | 0.1294 | Y |
| R350989 | 2026 | LENNAR HOMES OF TEXAS LAND & CONST LTD | 100 NE LOOP 410 STE 1155 SAN ANTONIO TX 78216 | CENTERPOINTE L 31 | $106,669 | 0.1320 | Y |
| R350988 | 2026 | LENNAR HOMES OF TEXAS LAND & CONST LTD | 100 NE LOOP 410 STE 1155 SAN ANTONIO TX 78216 | CENTERPOINTE L 30 | $268,520 | 0.1320 | Y |
| R350987 | 2026 | LENNAR HOMES OF TEXAS LAND & CONST LTD | 100 NE LOOP 410 STE 1155 SAN ANTONIO TX 78216 | CENTERPOINTE L 29 | $250,753 | 0.1320 | Y |
| R350986 | 2026 | LENNAR HOMES OF TEXAS LAND & CONST LTD | 100 NE LOOP 410 STE 1155 SAN ANTONIO TX 78216 | CENTERPOINTE L 28 | $296,102 | 0.1320 | Y |
| R350985 | 2026 | LENNAR HOMES OF TEXAS LAND & CONST LTD | 100 NE LOOP 410 STE 1155 SAN ANTONIO TX 78216 | CENTERPOINTE L 27 | $268,520 | 0.1320 | Y |
| R350984 | 2026 | LENNAR HOMES OF TEXAS LAND & CONST LTD | 100 NE LOOP 410 STE 1155 SAN ANTONIO TX 78216 | CENTERPOINTE L 26 | $250,753 | 0.1320 | Y |
| R350983 | 2026 | LENNAR HOMES OF TEXAS LAND & CONST LTD | 100 NE LOOP 410 STE 1155 SAN ANTONIO TX 78216 | CENTERPOINTE L 25 | $268,520 | 0.1320 | Y |
| R350982 | 2026 | LENNAR HOMES OF TEXAS LAND & CONST LTD | 100 NE LOOP 410 STE 1155 SAN ANTONIO TX 78216 | CENTERPOINTE L 24 | $296,102 | 0.1320 | Y |
| R350965 | 2026 | LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD | 100 NE LOOP 410 STE 1155 SAN ANTONIO TX 78216 | CENTERPOINTE L 7 | $24,000 | 0.1392 | Y |
| R350966 | 2026 | LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD | 100 NE LOOP 410 STE 1155 SAN ANTONIO TX 78216 | CENTERPOINTE L 8 | $24,000 | 0.1392 | Y |
| R350967 | 2026 | LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD | 100 NE LOOP 410 STE 1155 SAN ANTONIO TX 78216 | CENTERPOINTE L 9 | $24,000 | 0.1392 | Y |
| R350968 | 2026 | LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD | 100 NE LOOP 410 STE 1155 SAN ANTONIO TX 78216 | CENTERPOINTE L 10 | $24,000 | 0.1392 | Y |
| R350969 | 2026 | LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD | 100 NE LOOP 410 STE 1155 SAN ANTONIO TX 78216 | CENTERPOINTE L 11 | $24,000 | 0.1392 | Y |
| R350972 | 2026 | LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD | 100 NE LOOP 410 STE 1155 SAN ANTONIO TX 78216 | CENTERPOINTE L 14 | $24,000 | 0.1392 | Y |
| R350973 | 2026 | LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD | 100 NE LOOP 410 STE 1155 SAN ANTONIO TX 78216 | CENTERPOINTE L 15 | $24,000 | 0.1392 | Y |
| R350974 | 2026 | LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD | 100 NE LOOP 410 STE 1155 SAN ANTONIO TX 78216 | CENTERPOINTE L 16 | $24,000 | 0.1392 | Y |
| R350975 | 2026 | LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD | 100 NE LOOP 410 STE 1155 SAN ANTONIO TX 78216 | CENTERPOINTE L 17 | $24,000 | 0.1392 | Y |
| R350976 | 2026 | LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD | 100 NE LOOP 410 STE 1155 SAN ANTONIO TX 78216 | CENTERPOINTE L 18 | $24,000 | 0.1392 | Y |
| R350977 | 2026 | LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD | 100 NE LOOP 410 STE 1155 SAN ANTONIO TX 78216 | CENTERPOINTE L 19 | $24,000 | 0.1392 | Y |
| R350978 | 2026 | LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD | 100 NE LOOP 410 STE 1155 SAN ANTONIO TX 78216 | CENTERPOINTE L 20 | $44,667 | 0.1392 | Y |
| R350970 | 2026 | BANDANNA LLC | JEREMY FRAZIER 2204 91ST ST LUBBOCK TX 79423 | CENTERPOINTE L 12 | $254,909 | 0.1392 | Y |
| R350971 | 2026 | LONDON, SHERIDAN | 2125 EDGEWOOD ST LUBBOCK TX 79415 | CENTERPOINTE L 13 | $178,858 | 0.1392 | |
| R350981 | 2026 | BLACKMON BROOKE A & RAYMOND TARANGO III | 2142 EDGEWOOD ST LUBBOCK TX 79415 | CENTERPOINTE L 23 | $218,845 | 0.1294 | |

| | | | Petition RCVD Value | Petitions RCVD Acres | Petitioners of Property Owners |
|---|---|---|---|---|---|
| Totals | $4,381,172 | 76.3874 | | | |
| **Petitions Received** | **$3,983,469** | **76.1188** | **91%** | **99.65%** | **67%** |
| Petitions Not Received | $397,703 | 0.2686 | 9% | 0.35% | 33% |

# Centerpointe 2026 PID




City of Lubbock TEXAS

Public Improvement District

Parcels

0 200 400 600 800 Feet

Council District

AI# 14217

**Regular City Council Meeting** **6. 22.**

**04/14/2026:**

## Information

### Agenda Item

**Resolution - Parks and Recreation:** Consider a resolution ratifying the procurement of emergency repair services related to the dock and boat slips located at the Sam Wahl Recreational Area at Lake Alan Henry and authorizing the Mayor to execute Public Works Contract 19564, by and between the City of Lubbock and Dependable Docks, LLC.

### Item Summary

On March 11, 2026, high winds and gusts dislodged the dock and boat slips at Lake Alan Henry, resulting in significant damage throughout the structure. The damage includes portions of the anchoring system, metal framing, structural components, connection points, and surface.

The Parks and Recreation Department responded promptly by closing access to the dock and installing barricades and signage to ensure public safety and prevent further use. Staff subsequently contacted Dependable Docks, LLC, a vendor with prior experience servicing this dock, to obtain a quote for immediate repairs in order to mitigate further deterioration.

An upfront payment of $41,000.40 was required to initiate procurement of custom parts, metal fabrication, galvanization, and associated labor. The remaining balance of $80,829.36 for installation and labor will be due upon completion of the project.

Emergency repairs will take place in April and May of 2026. Upon completion of these repairs, the dock is expected to be structurally stabilized and should require only minimal maintenance, with little to no major repairs anticipated in the foreseeable future.

Staff recommends ratification of a Public Works Contract 19564 for materials and services provided by Dependable Docks, LLC of Lago Vista, Texas, in the total amount of $121,829.76.

### Fiscal Impact

Public Works Contract 19564, with Dependable Docks, LLC, in the amount of $121,829.76, is funded in Capital Improvement Project 92567, Dock and Bridge Replacement.

**Staff/Board Recommending**

Brooke Witcher, Assistant City Manager
Colby VanGundy, Director of Parks and Recreation

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**Attachments**

Resolution
Contract 19564
Budget Detail
CIP 92567 Project Detail

## RESOLUTION

**WHEREAS**, the City of Lubbock, Texas, pursuant to the constitution and laws of the State of Texas, including, but not limited to, Article 11 Section 5 of the Texas Constitution as a home rule city, and in accordance with the Lubbock City Charter, has the authority to purchase and expend public funds for the benefit of the public health, safety, morals, or general welfare of the citizens of the City of Lubbock; and

**WHEREAS**, the City of Lubbock owns and operates water-based recreational access to Lake Alan Henry, known as the Sam Wahl Recreational Area, which includes a courtesy dock and boat slips; and

**WHEREAS**, on March 11, 2026, high winds and gusts caused the dock and boat slips to become dislodged, resulting in significant damage throughout the entire dock structure; and

**WHEREAS**, the Parks and Recreation Department determined that immediate repairs are necessary to ensure public safety and also mitigate further deterioration of the structure in its current condition; and

**WHEREAS**, it is necessary for the City of Lubbock to immediately procure services to repair the anchoring system and structural components of the dock and boat slips; and

**WHEREAS**, as a municipality and political subdivision of the State of Texas, the City of Lubbock is required to follow the competitive bidding requirements of Chapter 252 of the Texas Local Government Code for expenditures of over $100,000.00; and

**WHEREAS**, Section 252.022(a)(2) of the Texas Local Government Code exempts from competitive bidding requirements a "procurement necessary to preserve or protect the public health or safety of the municipality's residents"; and

**WHEREAS**, Section 252.022(a)(3) of the Texas Local Government Code exempts from competitive bidding requirements a "procurement necessary because of unforeseen damage to public machinery, equipment, or other property"; and

**WHEREAS**, the City Council of the City of Lubbock believes that immediately procuring the services to repair the anchoring system and structural components of the dock and boat slips located in the Sam Wahl Recreational Area of Lake Alan Henry is necessary to preserve and protect the public health, safety and welfare of the Citizens of Lubbock and appropriate to prevent further unforeseen damage to public property; and

**WHEREAS**, the City Council of the City of Lubbock has determined, upon review and consideration of the circumstances, that this procurement is exempt from the competitive bidding requirements in Chapter 252 of the Texas Local Government Code;

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

SECTION 1. The recitals and findings outlined above are approved, adopted and incorporated herein as though set forth fully herein.

SECTION 2. The procurement of emergency repair services by the City of Lubbock staff without following the competitive bidding requirements of Chapter 252 of the Texas Local Government Code is hereby approved and ratified by the City Council of the City of Lubbock pursuant to the exemptions in Sections 252.022(a)(2) and 252.022(a)(3) of the Texas Local Government Code.

SECTION 3. 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 19564, by and between the City of Lubbock and Dependable Docks, LLC, consistent with the terms of the proposal submittal attached hereto and incorporated herein, and all related documents.

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 Blansett
Rachael Blansett, Assistant City Attorney

Docusign Envelope ID: E83DAB1B-68CB-4915-9C6D-157F5B14EADD

# PROPOSAL FORM
# UNIT PRICE CONTRACT
# EMERGENCY REPAIR OF THE DOCK AND BOAT SLIPS AT LAKE ALAN HENRY

DATE: 4/7/2026

PROJECT: Public Works Contract, with Dependable Docks, LLC for the emergency repair of the dock and boat slips at Lake Alan Henry.

Dependable Docks, LLC (hereinafter called Contractor)

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

Ladies and Gentlemen:

The Contractor, in compliance with Contract No. 19564 for the emergency repair project—procured under the exemption provided by Texas Local Government Code §252.022(a)(2) for repairs necessary to preserve or protect the public health or safety—and having reviewed all related contract documents and the project site, and being familiar with all conditions affecting the work, including the availability of labor, materials, and equipment, hereby agrees to furnish all labor, materials, supplies, and services necessary to complete the project in accordance with the contract documents, within the time specified, and at the stated contract price.

Upon acceptance of this bid, the Contractor binds himself to execute the contract and all required bonds, using the forms provided, and to perform and complete the work within the time and for the prices stated in the contract documents.

Contractor 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 **60 consecutive calendar days** with **final completion** of the project within **90 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 **$25.00** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$25.00** 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.

Contractor understands and agrees that this proposal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Bidders.

The undersigned Contractor hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this proposal, , and he further agrees to commence work on 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.

Contractor is required, submit a payment or performance bond 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.

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

**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: 4/7/2026

Dan Gerte

Authorized Signature Dan Gerte

(Printed or Typed Name)

Dependable Docks, LLC

**PO Box 4849**
Address

**Lago Vista** , **Travis**
City, County

**Texas**, **78645**
State Zip Code

(Seal if Contractor is a Corporation)

ATTEST:

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

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

**74-2405587**

EMAIL:davidk@fuquay.com

**M/WBE** Firm:

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

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# PROPOSAL

Docusign Envelope ID: E83DAB1B-68CB-4915-9C6D-157F5B14EADD

Dependable Docks LLC

PO Box 4849
Lago Vista, TX 78645

# Quote

| Date | Quote # |
|---|---|
| 3/25/2026 | 18-0313 |

| Name / Address |
|---|
| Lake Allen Henry<br>Sam Wahl Recreation Area<br>Justiceburg, TX 79330 |

| Rep | Project |
|---|---|
| | |

| Description | Qty | Total |
|---|---|---|
| Mobilization of crew and crane barge to and from Justiceburg, TX | | 3,500.00 |
| Rebuild framework connections | | 51,500.00 |
| - Fish House walkway to dock connection, both sides | | |
| - Bridge connection on Approach Dock | | |
| Replace damaged 5th Wheel Unit at connection of Fish House Walkway and Dock B | | |
| Replace damaged 5th Wheel Unit at Dock A walkway connection | | |
| Replace damaged 5th Wheel Unit at Dock B walkway connection | | |
| Fabricate and Install (2) #11 Winches and Stands at dock end of Approach Dock | | |
| Reinforce dock at winch stand connections due to additional load | | |
| Repair and reinforce Bridge 5th Wheel Connections | | |
| Repair and reconnect slip finger | | |
| Move and reconnect dock sections in proper location | | |
| Manufacture and transport (10) 4100lb steel reinforced wedge anchors with stainless steel anchor loop | | |
| Install 5/8 stainless steel cable on (10) winches around courtesy docks | | |
| - 150' each on (2) winches on Approach Dock | | |
| - 250' each on (4) winches running towards shoreline | | |
| - 300' each on (4) winches running towards the main lake | | |
| Install (1) 4100lb wedge anchors on each winch/cable system | | |
| - Anchors to be set individually | | |
| Customer to provide equipment for unloading anchors and bringing to waterline of boat ramp | | |
| Labor included for items listed on contract based on information provided by customer at time of quote, scope of work or variation in conditions may account for additional costs | | |
| Timeline: | | |
| Fabrication of parts to begin within 2 days of contract acceptance | | |
| Parts expected to be fabricated and at the galvanizer in 10 days | | |
| Parts expected to be back from the galvanizer in 14 days | | |
| Crews expected to be on location within 5 days of parts back from galvanizer | | |
| Completion of project expected within 3 weeks of arrival on location | | |
| Shipping charges associated with purchased parts to customer | | 4,000.00 |
| Lodging/Per Diem $475/Day - $250 Lodging, $225 Per Diem for 3 Men 16 Days | 15 | 7,125.00 |

| | **Total** |
|---|---|

Docusign Envelope ID: E83DAB1B-68CB-4915-9C6D-157F5B14EADD

Dependable Docks LLC

PO Box 4849
Lago Vista, TX 78645

# Quote

| Date | Quote # |
|---|---|
| 3/25/2026 | 18-0313 |

| Name / Address |
|---|
| Lake Allen Henry<br>Sam Wahl Recreation Area<br>Justiceburg, TX 79330 |

| Rep | Project |
|---|---|
| | |

| Description | Qty | Total |
|---|---|---|
| 4100lb wedge anchors | 10 | 12,500.00 |
| 5/8 x 250' Stainless Cable | 4 | 4,890.00 |
| 5/8 x 300' Stainless Cable | 4 | 5,868.00 |
| 5/8 x 150' Stainless Cable | 2 | 1,466.00 |
| 5/8 Stainless Clamps | 30 | 540.00 |
| 5/8 Stainless Thimbles | 10 | 180.00 |
| 3/4 Stainless Shackles | 10 | 500.00 |
| 8' Wide 5th Wheel Hinge | 4 | 12,800.00 |
| #11 Galvanized Winch | 2 | 2,800.00 |
| #11 Winch Stand with Downspout | 2 | 2,400.00 |
| 2"x2"x1/4" Galvanized Angle | 10 | 2,250.00 |
| 1 1/2"x1 1/2" x 3/16" Galvanized Angle | 8 | 1,400.00 |
| Fasteners | 1 | 1,675.00 |
| Consumables | 1 | 1,500.00 |
| Cold Galvanizing Paint | 1 | 250.00 |
| Payment or Performance Bond | 1 | 4,685.76 |
| Sales Tax | | 0.00 |

**Total** $121,829.76

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## INSURANCE REQUIREMENTS

I, the undersigned Bidder certify that the insurance requirements contained in this bid document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

If the time requirement specified above is not met, the City has the right to reject this proposal and award the contract to another contractor. If you have any questions concerning these requirements, please contact the Director of Purchasing & Contract Management for the City of Lubbock at (806) 775-2572.

## SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.
Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.
I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

## TEXAS GOVERNMENT CODE SECTION 2252.152

The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

## TEXAS GOVERNMENT CODE SECTION 2271.002

Company hereby certifies the following:
1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

The following definitions apply to this state statute:
(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

Docusign Envelope ID: E83DAB1B-68CB-4915-9C6D-157F5B14EADD

**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.

## Contractor Acknowledgement

In compliance with this contract, the undersigned bidder agrees to comply with the following requirements:

- Insurance Requirements
- Suspension and Debarment Certification
- Texas Government Code §2252.152
- Texas Government Code §2271.002
- Texas Government Code §2274
- Prevailing Wage Requirements, including Davis-Bacon Act compliance when applicable

An individual authorized to bind the company must sign the section below. Failure to execute this portion may result in the proposal being rejected.

By signing below, the terms stated have been reviewed and approved.

**Company Name:** Dan Gerte

**Signed By:** Signed by: Dan Gerte 3CA692E7C2AE44E...

**Print Name and Title:** Dan Gerte Managing Member

**Date:** 4/7/2026

Docusign Envelope ID: E83DAB1B-68CB-4915-9C6D-157F5B14EADD

**City of Lubbock, TX**
**Capital Project**
**Project Cost Detail**
**April 14, 2026**

| | |
|---|---|
| Capital Project Number: | 92567 |
| Capital Project Name: | Dock and Bridge Replacement |

| *Encumbered/Expended* | **Budget** |
|---|---|
| MUDCO Inc. | $ 3,654 |
| MH Civil Contrustructors, Inc | 66,400 |
| EZ Dock of Texas, Inc | 381,295 |
| General Steel Warehouse | 734 |
| Road Runner Bridge | 144,626 |
| In-House Design | 660 |
| *Agenda Item, April 14, 2025* | |
| Dependable Docks, LLC | 121,830 |
| ***Encumbered/Expended To Date*** | 719,199 |
| *Estimated Costs for Remaining Appropriation* | |
| Dock and Bridget Repair/Replacement | 2,121 |
| ***Remaining Appropriation*** | 2,121 |
| **Total Appropriation** | $ 721,320 |

# CIP 92567 Dock and Bridge Replacement

Replacement Infrastructure

**Project Manager: Colby VanGundy - Parks and Recreation - Park Development**

## Project Scope

This project involves the replacement or repair of old, deteriorated bridges and docks throughout the park system. It also includes the construction of new docks and bridges on City lakes and paths.

## Project Justification

Fishing docks provide a designated area for a unique outdoor recreational activity that is popular with park users. Pedestrian bridges provide convenient accessible crossing over large bodies of water and drainage inlets.

## Project Highlights

Council Priorities Addressed:
Public Safety and Community Improvement - By replacing old, worn docks and bridges, staff is ensuring the safety of citizens using these amenities within the park system, while also providing the community with new, improved, and up-to-date equipment.

## Project History

- Prior to FY 2021-22 $300,550 had been appropriated
- FY 2021-22 $149,675 appr. by Ord. 2021-O0126
- FY 2021-22 $6,389 reduced by BCR#2022-15
- FY 2022-23 $376,618 appr. by Ord. 2022-O0136
- FY 2024-25 $99,134 reduced by BCR 2025-12

## Project Dates

Funding Date:10/01/2021
Bid Date-Construction:10/04/2021
Award Date for Bid-Construction:12/04/2021
EZ Docks added to park system in Canyon Lake System.

Small repair work on various docks and bridges in 2023-2024.

Large-scale repair work and anchoring project for LAH dock: May 2026
Project to be closed following this project.

## Project Location

City-Wide across multiple parks, including the Jim Bertram Canyon Lake system and Lake Alan Henry.

## Project Appropriations

| | Appropriation to Date | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget | 2030 - 31 Budget | 2031 - 32 Budget |
|---|---|---|---|---|---|---|---|
| **Construction** | $606,475 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Design** | $114,845 | $0 | $0 | $0 | $0 | $0 | $0 |
| **TOTAL** | **$721,320** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |

## Project Funding

| | Funding to Date | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget | 2030 - 31 Budget | 2031 - 32 Budget |
|---|---|---|---|---|---|---|---|
| **General Fund Cash** | $719,110 | $0 | $0 | $0 | $0 | $0 | $0 |
| **General Fund CO Bonds** | $2,210 | $0 | $0 | $0 | $0 | $0 | $0 |
| **TOTAL** | **$721,320** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |

## Operating Budget Impacts

| Description | 2026-27 | 2027-28 | 2028-29 | 2029-30 | 2030-31 | 2031-32 | Total |
|---|---|---|---|---|---|---|---|
| **No Impact Anticipated** | $0 | $0 | $0 | $0 | $0 | $0 | $0 |

| Description | 2026-27 | 2027-28 | 2028-29 | 2029-30 | 2030-31 | 2031-32 | Total |
|---|---|---|---|---|---|---|---|
| TOTAL | $0 | $0 | $0 | $0 | $0 | $0 | $0 |

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AI# 14216
Regular City Council Meeting 6. 23.
04/14/2026:

## Information

### Agenda Item

**Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute Contract 19483, with Leisure Pool and Spa Supply Inc., for the supply of water treatment chemicals for the three public splash pads.

### Item Summary

The Parks and Recreation Department operates 3 public splash pads that require routine chemical treatment to maintain safe and sanitary water conditions. These facilities are high-use amenities, particularly during the summer months, and must comply with state health and safety standards for water quality.

To ensure consistent operation and regulatory compliance, the department purchases water treatment chemicals including chlorine, muriatic acid, and other balancing agents. These chemicals are necessary to maintain proper disinfection levels, control pH, and prevent the growth of harmful bacteria.

This is an annual contract to supply water treatment chemicals for the splash pads.

In response to ITB 26-19483-YB, a sole bid was received and opened on March 18, 2026. It was as follows.

| Contractor | Bid Amount |
|---|---|
| Leisure Pool & Spa Supply, Inc. | $34,160 |

Staff recommends award to the sole bidder, Leisure Pool & Spa Supply Inc., of Syracuse, Indiana, for $34,160.

This contract will be for a term of one year, with the option of four (4) one-year extensions. 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 and funds available within the approved budget.

### Fiscal Impact

Contract 19483 with Leisure Pool and Spo Supply, Inc., for $34,160 is funded in the Parks and Recreation Operating Budget.

**Staff/Board Recommending**

Brooke Witcher, Assistant City Manager

---

**Attachments**

Resolution - Slash Pad Water Treatment Chemicals

Contract - ITB 26-19483

Bid Tab ITB 26-19483-YB

Project Summary - ITB 26-19483-YB

# RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 19483 for Splash Pad Water Treatment Chemicals, as per ITB 26-19483-YB, by and between the City of Lubbock and Leisure Pool & Spa Supply, Inc., and all related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Rachael Blansett
Rachael Blansett, Assistant City Attorney

Docusign Envelope ID: FAF81B0A-3BD0-4FE2-9867-0D61ABE7238E

Contract 19483

**City of Lubbock**
**Contract for**
**Splash Pad Chemicals**

THIS CONTRACT made and entered into this _____day of_____, 2026, by and between the City of Lubbock ("City"), and Leisure Pool & Spa Supply, Inc. ("Contractor"). City and Contractor may be referred to herein individually each as a "Party" or together as the "Parties."

**WITNESSETH**:

WHEREAS, the City of Lubbock duly advertised ITB 26-19483-YB for bids for Splash Pad Chemicals and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by the Contractor, the City authorized the execution of a contract in the name of the City of Lubbock with Contractor for the purchase and delivery of the specified Splash Pad Chemicals.

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 the City's Specifications and Contractor's bid, copies of which are attached hereto and made a part hereof, Contractor agrees to deliver to the City's requested delivery location, Splash Pad Chemicals, as more specifically described within Items 0-1 through 0-2 on the Bid Form submitted by the Contractor and the Specifications attached hereto.

2. This Contract shall be for an initial 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 thirty (30) days prior written notice to terminate the Contract.

3. 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. Contractor agrees to provide the specified Splash Pad Chemicals under the terms of this Contract on an as-needed basis.

4. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

   B) 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.

5. This Contract shall remain in effect until the first of the following occurs: the expiration date or termination by either Party with a thirty (30) day written notice. The City 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.

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6. Contractor shall at all times be an independent contractor and not an agent or representative of the City with regard to supplying any goods or performing any services pursuant to this Contract. 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.

7. 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.

8. The City reserves the right to exercise any right or remedy afforded 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.

9. This Contract is subject to all present and future laws, orders, rules and ordinances and/or regulations of the United States of America, the State of Texas, and any other regulatory body having jurisdiction. This Contract shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute or claim arising under this Contract shall be in a court of competent jurisdiction in Lubbock County, Texas, exclusively.

10. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this 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.

11. 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 Contractor 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.

12. 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.

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

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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.

14. The requirements of Subchapter J, Chapter 552 of the Texas Government Code may apply to this Contract and Contractor agrees that this Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

    To the extent Subchapter J, Chapter 552, Government Code applies to this Contract, 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.

15. State Law Contract Requirements:

    (i) Pursuant to Section 2271.002 of the Texas Government Code, Contractor 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 this Contract;

    (ii) Pursuant to Section 2252.152 of the Texas Government Code, Contractor certifies that it 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 2252.153;

    (iii) Pursuant to Section 2274.002 of the Texas Government Code, Contractor certifies that 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 that the verification required by this section does not apply to the Contract; and

    (iv) Pursuant to Section 2276.002 of the Texas Government Code, Contractor certifies that it does not, and will not for the duration of the Contract, boycott energy companies or that the verification required by this section does not apply to the Contract.

16. 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.

17. 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 Contract and/or the use or occupation of city-owned property. The indemnity obligation provided

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herein shall survive the expiration or termination of this Contract.

18. To the extent they do not conflict with the terms of this Contract, Invitation to Bid No. 26-19483-YB, including the listed Specifications of ITB 26-19483-YB, and the Contractor's Bid Form are incorporated as if stated verbatim herein. In the event of any conflict between the terms and requirements of this Contract and Invitation to Bid No. 26-19483-YB, the terms and requirements of this Contract shall control. In the event of any conflict between the terms and requirements of Invitation to Bid No. 26-19483-YB and the Contractor's Bid Form, the terms and requirements of Invitation to Bid No. 26-19483 shall control. The City and Contractor agree that any conflict in terms not resolved by the order of precedence set forth herein shall be resolved at the City's discretion.

**-----INTENTIONALLY LEFT BLANK-----**

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**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Mark W. McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Signed by:
Colby VanGundy
FE47A366145D4DD...

Colby VanGundy
Director of Parks and Recreation

APPROVED AS TO FORM:

Signed by:
RachaelBlansett
F333E6969DC0452...

Rachael Blansett
Assistant City Attorney

CONTRACTOR

DocuSigned by:
BY: Marcus Yoder
889EDD567D064FD...
Authorized Representative

Marcus A Yoder
Print Name

1405 N Indiana Ave
Address

Syracuse, IN. 46567
City, State, Zip Code

Docusign Envelope ID: FAF81B0A-3BD0-4FE2-9867-0D61ABE7238E

**City of Lubbock, TX**
**ITB 26-19483-YB**
**Splash Pad Chemicals**
**Specifications**

**Scope:**

The following is a breakdown of the necessary chemicals and the bid specifications for the splash pad season.

Chemicals:

Supplier must be able to supply

- 55-gallon drums of Liquid Chlorine (Sodium Hypochlorite 12.5-15%) throughout the splash pad season
- 30-gallon drums of Hydrochloric (Muriatic) Acid throughout the splash pad season

NOTE:

We estimate about 65 drums of Liquid chlorine during the duration of the season, April-October.

We estimate about 18 drums of hydrochloric acid during the duration of the season, April-October.

Shipping and handling costs need to be factored in on the bid price per drum.

The drums will need to be delivered to designated delivery location, upon request from the Recreation Coordinator within five (5) business days of the order, unless an emergency has occurred. We can only accept deliveries **Monday-Friday between the hours of 7:00 a.m. and 2:00 p.m.**

**Delivery location**: 308 Municipal Drive, Lubbock, TX 79403

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# City of Lubbock, TX
## Purchasing and Contract Management
## Vendor Acknowledgement Form

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**
Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

**Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.**

**The City of Lubbock is seeking a contract for with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.**

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 2 %, net 15 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

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**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.

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**City of Lubbock**
**ITB 26-19483-YB**
**Splash Pad Chemicals**
**Bid Form**

| | | | | **Leisure Pool & Spa Supply Inc.** | |
|---|---|---|---|---|---|
| | | | **Location** | **Syracuse, IN** | |
| | | | **Total Cost** | **$34,160.00** | |
| # | Items | Quantity (+/-) | Unit of Measure | Unit Cost | Extended Cost |
| #0-1 | 55 GALLON DRUM of LIQUID CHLORINE (SODIUM HYPOCHLORITE 12.5%). BETWEEN APRIL THROUGH OCTOBER - PER SPECIFICATIONS. | 65 | EA | 416.00 | 27,040.00 |
| #0-2 | 30 GALLON HYDROCHLORIC ACID (MURIATIC ACID). BETWEEN APRIL THROUGH OCTOBER - PER SPECIFICATIONS. | 20 | EA | 356.00 | 7,120.00 |

Docusign Envelope ID: FAF81B0A-3BD0-4FE2-9867-0D61ABE7238E

# 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 Leisure Pool & Spa Supply, Inc. a corporation organized under the laws of the State of Indiana, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Tax ID No.: 26-3951227

Address: 1405 North Indiana Avenue

City: Syracuse State: IN. Zip: 46567

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

**Please complete the information below.**

By _____ Date: 3-18-26

*Authorized Representative - must sign by hand*

Officer Name and Title: Marcus A Yoder, CEO/President

Business Telephone Number 574-457-4532 FAX: 574-457-4576

E-mail Address: myoder@leisurepoolinc.com

**City of Lubbock**
**ITB 26-19483-YB**
**Splash Pad Chemicals**
**Bid Tab**

| | | | | Leisure Pool & Spa Supply Inc. | |
|---|---|---|---|---|---|
| | | | **Location** | **Syracuse, IN** | |
| | | | **Total Cost** | **$34,160.00** | |
| # | Items | Quantity (+/-) | Unit of Measure | Unit Cost | Extended Cost |
| #0-1 | 55 GALLON DRUM of LIQUID CHLORINE (SODIUM HYPOCHLORITE 12.5%). BETWEEN APRIL THROUGH OCTOBER - PER SPECIFICATIONS. | 65 | EA | 416.00 | 27,040.00 |
| #0-2 | 30 GALLON HYDROCHLORIC ACID (MURIATIC ACID). BETWEEN APRIL THROUGH OCTOBER - PER SPECIFICATIONS. | 20 | EA | 356.00 | 7,120.00 |

**Purchasing and Contract Management**

**Project Summary**

**ITB 26-19483-YB**
**Splash Pad Chemicals**

Notice was published in the Lubbock Avalanche Journal on March 01 & March 08, 2026.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from March 01 to March 18, 2026.
20 vendors downloaded the documents using Bonfire.com.
4 vendors were notified separately.
1 vendor submitted bid.

AI# 14176

**Regular City Council Meeting** **6. 24.**

**04/14/2026:**

## Information

### Agenda Item

**Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 10029305, under GSA Contract 47QTCA19D00CF, and related documents, with Kahua, Inc., for a Project Management Information System.

### Item Summary

This purchase is a three-year agreement for construction project management software to support the coordination and oversight of City construction and capital projects. The system will improve project tracking, documentation, and reporting while increasing transparency and operational efficiency.

The Engineering Department currently manages a significant number of capital and construction projects requiring coordination, documentation, and reporting across multiple teams. The Kahua construction project management software is already being successfully utilized by staff to manage project schedules, documentation, and communication.

This purchase will continue and expand the use of the platform to further centralize project information, improve collaboration between departments, and provide greater visibility into project timelines and progress. Continued use of this system will support more efficient project delivery and enhance transparency and reporting for City leadership and Council.

This is a sole source purchase as Kahua, Inc. is the exclusive developer, owner, and licensor of the Kahua platform.

### Fiscal Impact

Purchase Order for $293,250, is funded in the Engineering Capital Improvements Projects and Design Department Budget & Information Technology Software as a Service Operating Budget.

### Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Jennifer Frescaz, Chief Information Officer

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**Attachments**

Resolution - Kahua
PO - Kahua

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Purchase Order Contract No. 10029305 under GSA Contract 47QTCA19D00CF, by and between the City of Lubbock and Kahua, Inc., for the Project Management Information System and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

**Passed by the City Council on** _____.

_____
**MARK W. MCBRAYER, MAYOR**

**ATTEST:**

_____
Courtney Paz, City Secretary

**APPROVED AS TO CONTENT:**

_____
Brooke Witcher, Assistant City Manager

**APPROVED AS TO FORM:**

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.PO – Kahua, Inc.
April 2, 2026

City of Lubbock TEXAS

# PURCHASE ORDER

Page - 1
Date - 3/10/2026
Order Number 10029305 000 OP
Branch/Plant 4545

TO: KAHUA, INC.
10000 AVALON BLVD., SUITE 600
ALPHARETTA GA 30009

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

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

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

Ordered 3/10/2026 Freight
Requested 4/10/2026 Taken By S RIVERA
Delivery Per J Zhine / Req # 64377 GSA 47QTCA19D00CF PUR 19550

If you have any questions, please contact Jay Zhine: jzhine@mylubbock.us 806-775-2366

| Description/Supplier Item | Ordered | Unit Cost | UM | Extension | Request Date |
|---|---|---|---|---|---|
| PMIS | 1.000 | 97,750.0000 | EA | 97,750.00 | 1/12/2026 |
| Year 1 1/12/2026-1/11/2027 | | | | | |
| PMIS | 1.000 | 97,750.0000 | EA | 97,750.00 | 1/12/2027 |
| Year 2 1/12/2027-1/11/2028 | | | | | |
| PMIS | 1.000 | 97,750.0000 | EA | 97,750.00 | 1/12/2028 |
| Year 3 1/12/2028-1/11/2029 | | | | | |

Total Order 293,250.00

Terms NET 30

This purchase order encumbers funds in the amount of $293,250.00 awarded to Kahua, Inc. of Alpharetta, GA, on March 24, 2026. The following is incorporated into and made part of this purchase order by reference: Quote dated January 12, 2026, from Kahua, Inc. of Alpharetta, GA, and Sole Source.

Resolution #_____

CITY OF LUBBOCK:

_____
Mark McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

**INSURANCE REQUIRED:**

| | |
|---|---|
| **Commercial General Liability:**<br>$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.<br><br>Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person). | **Additional Policies:**<br>Cyber Liability: $1,000,000 per claim.<br>Technology Errors and Omissions Liability: $1,000,000 per claim. |
| *The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp. *Waivers of Subrogation are required for CGL, AL, and WC. *To Include Products of Completed Operations endorsement. *Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment. *Carriers must meet an A.M. Best rating of A- or better. *Subcontractors must carry same limits as listed above. | |

Rev. 3/2022

# PURCHASE ORDER
# TERMS AND CONDITIONS
# STANDARD TERMS AND CONDITIONS

**Seller and Buyer agree as follows:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller 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.

10000 Avalon Boulevard, Suite 600
Alpharetta, Georgia 30009

| | | | |
|---|---|---|---|
| **Company Name:** | City of Lubbock | **Term:** | 3 Years |
| **Contact Name:** | Marta Alvarez | **Effective Date:** | February 1, 2026 |
| **Contact Information:** | malvarez@mylubbock.us | **End Date:** | January 31, 2029 |
| **Address:** | 1625 13th St, Lubbock, Texas | | |

## Overview

**Software License (Commercial Network)**

| Item | Description | Users | QTY | Annual License Subscription | Term Start | Term End | Total |
|---|---|---|---|---|---|---|---|
| 1 | Kahua Unlimited Domain License Year 1 | *Unlimited* | 1.00 | $97,750 | 2/1/2026 | 1/31/2027 | $97,750 |
| 2 | Kahua Unlimited Domain License Year 2 | *Unlimited* | 1.00 | $97,750 | 2/1/2027 | 1/31/2028 | $97,750 |
| 3 | Kahua Unlimited Domain License Year 3 | *Unlimited* | 1.00 | $97,750 | 2/1/2028 | 1/31/2029 | $97,750 |

**Licensed Kahua Apps**

| | | |
|---|---|---|
| Standard Platform | Capital Planning | Snapshot |
| Portfolio Manager | Cashflow Forecasting | Datastore |
| Sources of Funds | Milestones | Document Management |
| | | Cost Management |

**Annual Subscription Fee:** $97,750
**(See GSA Schedule 70 Pricing below)**

**PAYMENT TERMS:**

| | | |
|---|---|---|
| Year 1 | **Due Upon Execution** | $97,750 |
| Year 2 | **Due February 1, 2027** | $97,750 |
| Year 3 | **Due February 1, 2028** | $97,750 |

**Notes:**

- All pricing shown is valid through April 30, 2026, and requires written execution of this Contract Form by this date.
- The unlimited user pricing is based on an Annual Construction Volume ("ACV") up to $80 Million Dollars.
- Kahua will not charge for non-material overages in Customer's ACV. However, if net new program approvals lead to substantial ACV changes, City of Lubbock and Kahua will work in good faith to determine if additional fees are merited.
- Unlimited licensing model allows for as many internal and external licensed users as necessary for the completion of City of Lubbock programs.
- License Fees due net 30 upon execution.
- Sales tax, if applicable, to be applied upon invoice

10000 Avalon Boulevard, Suite 600
Alpharetta, Georgia 30009

City of Lubbock

Customer Signature:_____

Printed Name:_____

Title: Mayor

Date: _____

Kahua Inc.

Kahua Signature:_____

Printed Name:_____

Title:_____

Date:_____

10000 Avalon Boulevard, Suite 600
Alpharetta, Georgia 30009

## GSA Schedule 70 Pricing Detail

Kahua GSA Contract: 47QTCA19D00CF

| Manufacture Name | MFR Part NO | Product Name | Product Desciprtion | Total Price |
|---|---|---|---|---|
| Kahua | KSL 1-99 | Kahua Standard License | Kahua Standard License 1-99 | $63,282.00 |
| Kahua | KAECM 1- 99 | Kahua AEC Cost Management | Kahua AEC Cost Management Suite 1-9 | $9,529.00 |
| Kahua | KD 1-99 | Kahua Datastore | Kahua Datastore 1-99 | $1,954.66 |
| Kahua | KS 1-100 | Kahua Snapshot | Kahua Snapshot | $3,904.43 |
| Kahua | KPM 1-99 | Kahua Program Management | Kahua Program Management 1-99 | $9,773.30 |
| Kahua | KCFF 1-99 | Kahua Cash Flow Forecasting | Kahua Cash Flow Forecasting 1-99 | $9,773.30 |
| Kahua | KCP1-99 | Kahua Capital Planning | Kahua Capital Planning 1-99 | $9,773.30 |
| Kahua | KSF 0-50 | Kahua Sources of Funds | Kahua Sources of Funds 0-50 | $14,855.42 |
| | | Total GSA Schedule 70 List Pricing (Annual Cost) | | $122,845.41 |
| | | | 20+% - City of Lubbock Discount | ($25,095.41) |
| | | | | $97,750.00 |

AI# 14189

**Regular City Council Meeting** **6. 25.**
**04/14/2026:**

## Information

### Agenda Item

**Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33002101, with SHI Government Solutions, for Cloud Platform.

### Item Summary

This purchase replaces the City's existing enterprise virtualization software, in preparation for the expiration of the current agreement. It aligns with the hardware investment approved by the City Council on March 24, 2026.

By transitioning to a modern, cost-effective solution, the City avoids a known cost increase of at least $547,000 under the existing platform, while improving system reliability and sustainability. The new solution also provides long-term price stability, protecting the City from significant future cost increases.

The purchase from SHI Government solutions is made available through the OMNIA Partners Contract # 2024056-02 for Technology Solutions, Products and Services. In accordance with Texas Local Government Code Chapter 271.083 and Texas Government Code Chapter 791.025, purchases made through OMNIA Partners Contracts meet all competitive procurement requirements.

### Fiscal Impact

The total amount of $2,078,213.13 represents a 5-year agreement funded in the Information Technology Operating Budget.

An initial payment of $250,000.00 is due on June 1, 2026. Subsequent annual payments of $457,053.29 will be due on October 1, 2027, followed by payments of $457,053.28 due on October 1, 2028, October 1, 2029, and October 1, 2030. All future payments will be budgeted in the respective fiscal years.

### Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Jennifer Frescaz, Chief Information Officer

## Attachments

Resolution _SHI PO 33002101
14189_SHI_Government_Solutions_PO_33002101 (U)

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Purchase Order Contract No. 33002101, by and between the City of Lubbock and SHI Government Solutions, Inc., for Cloud Platform and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

**Passed by the City Council on _____.**

_____
**MARK W. MCBRAYER, MAYOR**

**ATTEST:**

_____
Courtney Paz, City Secretary

**APPROVED AS TO CONTENT:**

Brooke Witcher
_____
Brooke Witcher, Assistant City Manager

**APPROVED AS TO FORM:**

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.PurchaseOrd- SHI Government Solutions, Inc.
March 27, 2026

City of Lubbock TEXAS

# PURCHASE ORDER

Page - 1
Date - 3/26/2026
Order Number 33002101 000 OP
Branch/Plant 3410

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

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

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

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

| | | | | |
|---|---|---|---|---|
| Ordered | 3/26/2026 | Freight | . | |
| Requested | 5/1/2026 | Taken By | | S RIVERA |
| Delivery | Per J Zhine / Req # 64490 | | Q# 27224840/OMNIA #2024056-02 | PUR 19599 |

If you have any questions, please contact Jay Zhine: jzhine@mylubbock.us 806-775-2366

| Description/Supplier Item | Ordered | Unit Cost | UM | Extension | Request Date |
|---|---|---|---|---|---|
| Cloud Platform | 1.000 | 2,078,213.13 | EA | 2,078,213.13 | 6/1/2026 |

Terms NET DUE ON RECEIPT

Total Order 2,078,213.13

This purchase order encumbers funds in the amount of $2,078,213.13 awarded to SHI Government Solutions, Inc. of Austin, TX on April 14, 2026. The following is incorporated into and made part of this purchase order by reference: Quote dated February 27, 2026, from SHI Government Solutions, Inc. of Austin, TX, and OMNIA Contract #2024056-02.

Resolution #_____

CITY OF LUBBOCK:

_____
Mark McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

**INSURANCE REQUIRED:**

| **Commercial General Liability:** | **Additional Policies:** |
|---|---|
| $1,000,000 occurrence / $2,000,000 aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations.<br><br>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). | Cyber Liability: $1,000,000 per claim.<br><br>Technology Errors and Omissions Liability: $1,000,000 per claim. |
| *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

Pricing Proposal
Quotation #: 27224840
Created On: 2/27/2026
Valid Until: 5/27/2026

## TX-City of Lubbock

**Izak Davis**
P.O. BOX 2000
ATTN: ACCOUNTS PAYABLE
LUBBOCK, TX 79457
United States
Phone: 8067752366
Fax:
Email: idavis@mylubbock.us

## Client Solutions Manager

**Jonathan Gaudet**
3828 Pecana Trail
Austin, TX 78749
Phone: (800) 870-6079 Option 2
Fax: 512-732-0232
Email: Jonathan_Gaudet@shi.com

All Prices are in US Dollar (USD)

| | Product | Qty | Your Price | Total |
|---|---|---|---|---|
| 1 | Cloud Platform Pro Software Subscriptions + Services<br>Nutanix - Part#:<br>Contract Name: OMNIA Partners IT Solutions, Products & Services<br>Contract #: 2024056-02<br>**Note:** See SHI Q# 27279155 For Complete Details | 1 | $2,078,213.13 | $2,078,213.13 |
| | | | Total | $2,078,213.13 |

**Additional Comments**

**Please remit payment to Nutanix Financial:**

**Nutanix Financial Services**
**1740 Technology Drive Suite 150**
**San Jose, CA 95110**

**City of Lubbock, TX commits to:**

**(i) the original license capacity,**

**(ii) the license renewal term is for 60 months,**

**(iii) the associated renewal order is paid upfront in one order, unless alternative payment structure is agreed upon in advance**

**(iv) the associated purchase order is submitted by the City of Lubbock, TX, to the Nutanix authorized reseller before April 28th, 2031.**

**City of Lubbock's subscriptions for the software and services specified in the quote are governed exclusively by the terms of the Nutanix License and Services Agreement, published at https://www.nutanix.com/legal/eula (the 'NLSA').**

**All orders are subject to the terms and conditions in the Distribution Agreement signed by the parties on May 23rd, 2014**

**Renewal Guarantee ($USD) - RSW-NCP-PRO-PR (60 Months) - QTY 1216 (Core) - 5Yr Renewal Net Total NTE $2,439,457.59**

**Due to ongoing global component shortages affecting memory, storage, and other critical hardware, OEMs have implemented updated policies allowing for price adjustments up until the time of shipment. Accordingly, quoted prices and lead times are subject to change prior to shipment. We remain committed to keeping you informed of any changes and will communicate promptly as updates occur.**

**Nutanix has a no returns policy.**

**The following EULA applies to all Nutanix items on this quote:**

- **Your use of the software is subject to the Nutanix customer agreement at https://www.nutanix.com/legal/eula**

**1. By issuing a purchase order or acknowledging this quote, when applicable, Customer certifies that employees at each of their locations adhere to all applicable export and re-export control laws and regulations covering the distributed products purchased and/or received by the Customer.**
**2. By issuing a purchase order or acknowledging this quote, and when applicable, Customer understands that the commodities, software and/or technology ("Items") it purchases or receives under this quote may be subject to export, re-export, or other restrictions. Customer agrees to comply with all applicable laws and regulations relating to the export and re-export of such Items obtained by Customer.**

**Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096**

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

NUTANIX

**PAYMENT PLAN AGREEMENT**
**AGREEMENT NUMBER NFS-02327-0001**

| | |
|---|---|
| **Customer:** City of Lubbock | **Supplier:** SHI International Corp. |
| **Customer Address:** Citizens Tower, 1314 Avenue K<br>Lubbock, TX 79401 | **Supplier Address:** 290 Davidson Avenue<br>Somerset, New Jersey, 08873 |
| **PPA Number:** NFS-02327-0001 | **Order Number:** 27224840 |
| **PPA Date:** March 10, 2026 | **Order Date:** February 27, 2026 |

| **Product Description** | **Product Price** |
|---|---|
| Nutanix Product Solution: Pure Storage | $2,078,213.13 |
| Subtotal | $2,078,213.13 |
| Taxes | Not Included |
| **Total** | **$2,078,213.13** |

**Payment Schedule**

| **Payment Amount** | **Due Date** |
|---|---|
| $250,000.00 | 06/01/2026 |
| $457,053.29 | 10/01/2027 |
| $457,053.28 | 10/01/2028 |
| $457,053.28 | 10/01/2029 |
| $457,053.28 | 10/01/2030 |

Customer shall pay the Payment Amounts in accordance with the payment schedule above to an account as specified by Nutanix or Assignee ("Specified Account"). All amounts are USD.

0. AGREEMENT: This Payment Plan Agreement ("PPA") is entered into by Customer listed above ("Customer") and Nutanix, Inc. d/b/a Nutanix Financial Services ("Nutanix") for the acquisition of the Product from Supplier under the above-referenced "Order". Customer has requested, and Nutanix has agreed that, subject to the terms hereof, Nutanix will satisfy Customer's obligation to pay the Product Price to Supplier. In consideration thereof, Customer agrees to pay Nutanix the Payment Amounts set forth above on an installment basis. Customer agrees that the Product consists of all products and services specified in the Order, together with software upgrades, and updates received from support related to the Product ("Product"). For the purposes of this PPA, Customer certifies that the Product has been received by or provided to Customer and Customer irrevocably accepts the Product for all purposes and hereby waives any right to reject the Product for any purpose or any reason. The Order is subject to (i) an agreement between Customer and Supplier and/or (ii) an agreement between Customer and Nutanix, Inc. or its designee ("Licensor"), in each case governing the terms and conditions of Customer's use of and rights with respect to the Product (collectively, the "Product Agreements"). Customer retains its right against Supplier and Licensor (as applicable) under the Product Agreements to make any claims permitted thereunder. Except as provided under this PPA, such rights and Customer's remedies against Supplier and Licensor (as applicable) under the Product Agreements, including Supplier's and Licensor's warranty obligations (if any), shall not be affected. The terms of the Product Agreements shall not apply to (and are hereby expressly excluded from) the terms of this PPA, which terms exclusively govern the installment payment terms for the Product herein. The installment payment terms for the Product shall not be subject to the Product Agreements or any other agreement or purchase order between Customer and Supplier or Licensor, and shall be governed solely by the terms and conditions, representations and warranties contained in this PPA, which represents the entire agreement of the parties with respect to the installment payment terms for the Product.

1. PAYMENT SCHEDULE: Customer agrees to pay the Payment Amounts and other amounts payable set forth herein in accordance with this PPA to the Specified Account. If full payment of each Payment Amount and other amounts payable is not received on the applicable Due Date, Customer agrees to pay a late charge equal to 10% of the amount then due or the maximum amount allowed by law. Customer agrees to pay when due, or upon demand reimburse Nutanix for, all taxes, assessments, levies, imposts, duties and charges, of any kind or nature, imposed upon the Product or for its use or operation or upon this Agreement. Unless stated otherwise in this PPA, Payment Amounts exclude Taxes. Any amounts payable under the Product Agreements, which are not paid through this PPA, are payable by Customer pursuant to the Product Agreements. Customer's obligation to remit Payment Amounts [and applicable Taxes] paid through this PPA to Nutanix in accordance with this PPA is absolute, unconditional, non-cancellable, and independent, and shall not be subject to any credit memos, set-off, recoupment, claim or defense for any reason, including, but not limited to, any termination of or dispute arising under the Product Agreements or any related agreements, or performance of the Product, or any claim(s) against Supplier, Licensor, or Nutanix.

2. DEFAULT: Any of the following will constitute a "Default" under this PPA: (a) Customer fails to pay when due any sums due under this PPA and such failure continues for 10 days after written notice to Customer of such failure (such notice may consist of Nutanix's or Assignee's standard invoice or past due invoice); (b) Customer pays any sums due under this PPA to an account other than the Specified Account and such failure continues for 10 days after written notice to Customer of such failure; (c) Customer fails to perform any material obligation or breaches any representation in this PPA or Product Agreements or has made a false statement or misrepresentation to Licensor, Nutanix or Assignee (as defined below) and such failure continues for 10 days after written notice to Customer of such failure; (d) Customer no longer has the right to use any part of the Product as a result of a material breach of an agreement with Supplier, Licensor, and/or Nutanix or termination of Customer's right to use any part of the Product; (e) Customer has a material adverse change in its financial condition, ceases business, or becomes insolvent or is subject to bankruptcy, reorganization or insolvency proceedings and (f) Customer is listed in any sanctions-related list maintained by the Office of Foreign Assets Control of the U.S. Department of Treasury, its successor, or the U.S. Department of State.

3. REMEDIES: In the event of a Default that continues, Nutanix or its Assignee may: (i) require an amount equal to the sum of all amounts then due and owing, and the unpaid remaining Payment Amounts and other amounts specified in this PPA (discounted at a rate of 2% per annum) to become immediately due and payable, and (ii) pursue any other rights or remedies legally available. Customer agrees that any Default hereunder shall be deemed a material breach by Customer of the Product Agreements entitling Licensor to immediately terminate the same, with or without notice to Customer. Upon termination of the right to use a Product under the Product Agreements, Customer shall cease use and (if applicable) return the Product as directed by Licensor and promptly deliver to Licensor a certificate of non-use signed by an authorized signatory. Customer agrees that if Customer does not pay under the PPA, then pursuant to the Product Agreements, Supplier and/or Licensor (in its capacity as licensor and service provider) is not obliged to continue providing access to the Product or services that are a part of the Product. If Nutanix or its Assignee takes any action related to claims under the PPA, Customer shall pay, in addition to the amounts due above, all costs and expenses of such action including reasonable attorneys' fees. Failure or delay by Nutanix or its Assignee to exercise any right or remedy will not operate as a waiver thereof, or of any breach, and all remedies are cumulative and not exclusive.

4. ASSIGNMENT BY NUTANIX: Customer consents to the sale or assignment of all or a portion of Nutanix's rights in this PPA or in the Payment Amounts, including the right to exercise remedies under this PPA, to third parties (any such assignee, "Assignee"). Assignee will not assume any of Supplier's and/or Nutanix's rights or obligations under the Product Agreements. Customer shall pay all amounts due under the PPA and agrees that it shall not assert

against Assignee any claim, defense, or setoff that Customer may have against Supplier, Licensor, and/or Nutanix. Customer waives all rights to make any claims against Assignee for any loss, damage of the Product or breach of any warranty, express or implied with respect to the Product, including the Product and service performance, functionality, features, and warranties of merchantability and fitness for a particular purpose, if any, or any indirect, incidental or consequential damages or loss of business.

5. MISCELLANEOUS: Customer represents and warrants that (a) this PPA has been duly and validly authorized, executed and delivered by Customer, (b) this PPA is in full force and effect with respect to Customer, (c) this PPA constitutes the valid and binding obligation of Customer, enforceable against Customer in accordance with its terms (subject, however, to laws of general application affecting creditors' rights), (d) Customer is and shall be validly existing and in good standing under the laws of the state of its organization and that it has the power and capacity to enter into this PPA, and (e) Customer shall comply with all federal, state and local laws, regulations and rules applicable to Customer and relating to the ownership or operation of Customer's business, the Products and/or its essential use. Customer agrees that it will not assert that any terms in the Product Agreements or related agreement (including subsequent amendments or updated versions thereof) affect its payment obligation or Nutanix's rights under this PPA and Nutanix's or Licensor's rights in the Product. Any assignment or transfer of Customer's obligations under this PPA shall require Nutanix's or Assignee's prior written consent. A transfer shall be deemed to include a change in majority ownership of Customer. Until all sums due under this PPA have been paid, the Product remains subject to this PPA. Customer agrees, with respect to this PPA, to promptly execute and deliver any ancillary documents (including acceptance certificates, confirmation of delivery, proof of authorization, notices of assignment, and any agreement related to the Product and take further actions, such as registrations and filings, as Nutanix or Assignee may reasonably request. Customer agrees to provide Nutanix or Assignee copies of its financial statements or other financial information as Nutanix or Assignee may reasonably request. This PPA constitutes the entire agreement between Customer and Nutanix regarding the subject matter herein, and is separate from, and will supersede any inconsistent terms set forth in, the Product Agreements, any supply agreement, Customer purchase orders and all prior oral and written understandings. The terms of this PPA may be modified and supplemented only by a written instrument signed by Customer and Nutanix or Assignee. If any provision of this PPA is invalid, such invalidity will not affect the enforceability of the remaining terms of this PPA. Customer shall provide all notices, including bankruptcy or administrative notices, to Nutanix or Assignee. There shall be one original of this PPA and it shall be marked "Original" by Nutanix or Assignee. The parties agree that the Original of this PPA shall: 1) be a version which bears all parties' wet-ink, facsimile or electronic signature; 2) constitute the sole original authoritative version of this PPA and for purposes of perfection under the Uniform Commercial Code to the extent legally applicable. This PPA will be governed by the laws of New York. The Customer irrevocably consents to the exclusive jurisdiction of any state or federal court in the state of New York; provided, however nothing contained herein prohibits Nutanix and its Assignee from enforcing its rights in any other jurisdiction. Nutanix reserves the right to void this PPA in its sole discretion prior to satisfying Customer's obligation to pay the Product Price and shall have no liability to Customer or Assignee if: (i) Nutanix is not in receipt of a fully executed original of this PPA and any related exhibit, addendum or supplement, within thirty (30) days of the date hereof, (ii) there occurs a material change in the financial or operational performance of Customer or any guarantor or any event that would constitute a Default hereunder, (iii) Nutanix does not receive or obtain requisite approvals with respect to any due diligence items related to Customer, (iv) Nutanix and any required third parties do not achieve satisfactory completion of any regulatory compliance investigation or background review of Customer, any guarantors and their principal owners and key officers, or receive other information regarding Customer, and guarantors, and their affiliates, deemed necessary by Nutanix in its sole discretion, or (v) any event occurs that would in Nutanix's reasonable opinion make it illegal or commercially impractical to enter into the transaction, including without limitation, the comparable term swap rate increases by more than 15bps from the date hereof, disruption in financial markets, regulatory requirements or changes in applicable law, including tax laws. THE PARTIES KNOWINGLY AND VOLUNTARILY TO THIS PPA IRREVOCABLY WAIVE ANY AND ALL RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS PPA OR ANY TRANSACTION CONTEMPLATED BY THIS PPA. TIME IS OF THE ESSENCE WITH RESPECT TO THE OBLIGATIONS OF CUSTOMER UNDER THIS PPA.

ACCEPTED AND AGREED: By signing below, Customer and Nutanix certify that they have the authority to sign, have reviewed and do agree to all terms and conditions of this PPA. THIS PPA HAS BEEN DULY AUTHORIZED AND DULY EXECUTED BY THE PARTIES HERETO AND SHALL BE LEGALLY VALID AND BINDING UPON BOTH PARTIES AS OF THE PPA DATE SET FORTH ABOVE.

Customer: City of Lubbock

Customer By:

Customer Name:

Customer Title: Mayor

Nutanix: Nutanix, Inc. d/b/a Nutanix Financial Services

Nutanix By:

Nutanix Name:

Nutanix Title:

INCUMBENCY: The authorized signer ("Authorized Signer") of this Incumbency certifies to Nutanix that the Authorized Signer is an officer, manager, partner, member or other party with the power and authority to act on behalf of Customer and, in particular, with the power and authority to execute and deliver this Incumbency. Customer has taken such actions including, without limitation, the adoption of resolutions and the execution of consents, as may be necessary to authorize Customer to enter into and perform its obligations under this PPA and the Product Agreements. The person signing for Customer in the PPA has the official capacity with Customer as indicated opposite such person's name and is authorized and empowered to act on behalf of Customer and to execute and deliver on behalf of Customer the PPA and any other instruments and documents on behalf of Customer as may be deemed necessary or appropriate by such person to permit Customer to comply with and perform its obligations under the PPA. The signature opposite person's name above is the genuine signature of such person.

INCUMBENCY ACCEPTED AND AGREED: By signing below, Authorized Signer certifies that they have the authority to sign, have reviewed and do agree to all terms and conditions of this Incumbency. THIS INCUMBENCY HAS BEEN DULY AUTHORIZED AND DULY EXECUTED BY THE AUTHORIZED SIGNER HERETO AND SHALL BE LEGALLY VALID AND BINDING UPON CUSTOMER.

Customer: City of Lubbock

Authorized Signer By:

Authorized Signer Name:

Authorized Signer Title: City Secretary

*** Must be signed by an officer other than person above.

NUTANIX

**STATE AND LOCAL GOVERNMENT ADDENDUM TO PAYMENT PLAN AGREEMENT NUMBER NFS-02327-0001**

Customer and Nutanix hereby agree to amend the terms and conditions of the above referenced Payment Plan Agreement (the "Agreement") as follows. Capitalized terms in this Addendum (the "Addendum") dated March 10, 2026 (the "Addendum Date") are defined as in the Agreement, unless specifically stated otherwise.

1. LAW; VENUE: Notwithstanding anything in the Agreement to the contrary, the Agreement shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located. Customer and Nutanix or its Assignee consent to jurisdiction and venue in the state in which the Customer is located.

2. PAYMENT AMOUNTS: In addition to all provisions outlined in the PAYMENT SCHEDULE section of the Agreement, Customer and Nutanix or its Assignee intend that the obligation of Customer to pay Payment Amounts and other amounts due hereunder shall not in any way be construed to be a debt of Customer in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Customer, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or monies of Customer.

3. INDEMNIFICATION: In addition to all INDEMNIFICATION provisions outlined in the Agreement, to the extent Customer is or may be obligated to indemnify, defend or hold Nutanix or its Assignee harmless for certain events under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose.

4. NON-APPROPRIATION: If sufficient funds are not appropriated to make Payment Amounts under the Agreement, the Agreement shall terminate and Customer shall not be obligated to make Payment Amounts under the Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such an event (a "Non-Appropriation Event"), Customer shall, no later than the end of the fiscal period for which Payment Amounts have been appropriated, terminate use of the Product, return the Product to a location specified by Nutanix or its Assignee at Customer's sole expense, in retail re-saleable condition, full working order, and complete repair (Customer is solely responsible for removing any passwords, data, information, tags, or marks that may reside in or on the Product), and deliver to Nutanix or its Assignee documentation executed by Customer's duly-authorized officer certifying that Customer has complied with the aforementioned requirements, has ceased Customer's use of the Product, and has not retained the Product in any form. If Customer fails to perform the above requirements, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of Payment Amounts thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to perform the above requirements and for any other loss suffered by Nutanix or its Assignee as a result of Customer's failure to perform the above requirements as required. Customer shall notify Nutanix or its Assignee in writing within seven (7) days after the failure of the Customer to appropriate funds sufficient for the payment of the Payment Amounts, but failure to provide such notice shall not operate to extend or result in any liability to Customer. Except to the extent required by applicable law, if Customer does not exercise Customer's right to termination the Agreement under the Non-Appropriation section, as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

5. ASSIGNMENT: Notwithstanding anything in the Agreement to the contrary, Nutanix may sell, assign, or transfer this Agreement without notice to or consent from Customer, and Customer waives any right Customer may have to such notice or consent.

6. SECURITY INTEREST: Notwithstanding anything in the Agreement to the contrary, to the extent permitted by law, Customer grants Nutanix a security interest in the Product to secure all amounts Customer owes Nutanix under this Agreement and any supplements hereto. Customer authorizes Nutanix to ratify Nutanix's filing of any financing statement(s).

7. REMEDIES: Notwithstanding any other provision of the Agreement or this Addendum, in no event shall the remedies of Nutanix or its Assignee permit the acceleration of unpaid Payment Amounts and other sums payable hereunder beyond the current fiscal year of Customer.

8. ATTORNEY FEES: Notwithstanding any provision of the Agreement or this Addendum, in the event of any dispute or enforcement of rights under this Agreement, Customer agrees to pay, to the extent permitted by law and to the extent of legally available funds, Nutanix's reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee.

9. REPRESENTATIONS AND WARRANTIES OF CUSTOMER: Customer hereby represents and warrants to Nutanix or its Assignee that: (A) Customer's exact legal name is as set forth on the first page of the Agreement. Customer is a state, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and Treasury Regulations and Rulings related thereto, and if Customer is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. Customer shall comply at all times with all applicable requirements of the Code; (B) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Nutanix or its Assignee, is attached hereto), to execute and deliver the Agreement and Addendum and to carry out its obligations hereunder and thereunder. All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement. If required by applicable law, the meeting(s) of the governing body of the Customer at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings required by applicable law of the governing body of Customer relating to the authorization and delivery of the Agreement has been: (i) held within the geographic boundaries of the Customer; (ii) open to the public, allowing all people to attend; (iii) conducted in accordance with internal procedures of the governing body; and (iv) conducted in accordance with the charter of the Customer, if any, and the laws of the applicable jurisdiction; (C) the Product will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Customer's need for the Product is not expected to diminish during the term of the Agreement and the acquisition of all of the Product under the Agreement has been duly authorized by the governing body of Customer; (D) Customer has funds available and appropriated to pay the Payment Amounts until the end of its current appropriation period and to meet its other obligations for the current budget year and such funds have not been expended for other purposes. Customer intends to request funds to make Payment Amounts in each appropriation period, from now until the end of the term of the Agreement; (E) no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a Default or a Non-Appropriation Event exists at the date hereof with respect to the Agreement. As of the date hereof, no litigation is pending, or, to Customer's knowledge, threatened, against Customer in any court (i) seeking to restrain or enjoin the delivery of the Agreement or of other agreements similar to the Agreement; (ii) questioning the authority of Customer to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on the Agreement; (iii) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (iv) affecting the provisions made for the payment of or security for the Agreement.

10. ADDITIONAL PROVISIONS REQUIRED BY THE STATE OR LOCAL GOVERNMENT IN WHICH CUSTOMER IS LOCATED: [INTENTIONALLY OMITTED]

ACCEPTED AND AGREED: By signing below, Customer and Nutanix certify that they have the authority to sign, have reviewed and do agree to all terms and conditions of this Addendum and that this Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Amendment and any provision of the Agreement, the provision of this Addendum shall control. THIS ADDENDUM HAS BEEN DULY AUTHORIZED AND DULY EXECUTED BY THE PARTIES HERETO AND SHALL BE LEGALLY VALID AND BINDING UPON BOTH PARTIES AS OF THE ADDENDUM DATE SET FORTH IN THIS ADDENDUM.

Customer: City of Lubbock

Customer Signature: _____ Customer Name: _____ Customer Title: Mayor

Nutanix: Nutanix, Inc. d/b/a Nutanix Financial Services

Nutanix Signature: _____ Nutanix Name: _____ Nutanix Title: _____

CONFIDENTIAL

AI# 14223

**Regular City Council Meeting** **6. 26.**

**04/14/2026:**

## Information

### Agenda Item

**Resolution - Police:** Consider a resolution rejecting any and all bids received for the Uniforms for Police, per ITB 26-19182-YB, and that no contract be entered into pursuant to said invitation to bid.

### Item Summary

Given the limited vendor response, restrictive requirements, concerns with current vendor performance, lack of competitive pricing among remaining bidders, and the availability of alternative procurement methods, it is in the best interest of the Lubbock Police Department to reject all bids and reissue a revised Invitation to Bid or to pursue cooperative purchasing options.

This approach supports the Department's commitment to transparency, competition, and responsible stewardship of public funds.

### Fiscal Impact

None

### Staff/Board Recommending

Seth Herman, Chief of Police

## Attachments

Resolution

# RESOLUTION

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

THAT the City Council of the City of Lubbock hereby rejects any and all bids received for Uniforms for Police, pursuant to ITB 26-19182-YB and orders that no contract be entered into pursuant to said invitation to bid.

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, Assistant City Attorney

ccdocsII/RES.Rejection of Bids- ITB 26-19182-YB
sj:March 25, 2026

AI# 14235
Regular City Council Meeting 6. 27.
04/14/2026:

## Information

### Agenda Item

**Resolution - City Manager:** Consider a resolution suspending the effective date (April 21, 2026) of the proposed rate increase for Atmos Energy, approving the City's participation in the alliance of Atmos Texas Municipalities and retaining the law firm of Herrera Law & Associates to represent the City's interest in matters related to Atmos Energy's rate case before the City and Atmos Energy's application at the Railroad Commission of Texas; intervene in the proceedings at the Railroad Commission; and in appeals should such proceedings develop. A ninety-day suspension of the proposed rates will allow City staff and outside counsel to review and negotiate the requested rate increase.

### Item Summary

On or about February 20, 2026, Atmos Energy filed a rate case to increase the gas utility rates which increases the charge to customers within the City. Cities have original jurisdiction over such cases with final outcomes decided by the Texas Railroad Commission. Cities must either approve, deny, or suspend the filing within 30 days, or it is deemed to be approved, and the requested rates will go into effect. This item is to suspend the effective date for forty-five days to allow staff and outside counsel to review and negotiate the requested rate increase below.

The cost of gas to the Atmos Energy Corporation, West Texas Division for the proposed increased billing will be as follows:

| Rate Schedule | Current Customer Charge/Ccf | Proposed 2026 Interim Rate Adjustment/Ccf | Adjusted Charge/Ccf | Average Monthly Bill Increase |
|---|---|---|---|---|
| **Residential Gas Service (51.4 Ccf)** | $ 0.59685 | $ 0.12541 | $ 0.72226 | $ 6.45 |
| **Commercial Gas Service (339.8 Ccf)** | $ 0.38395 | $ 0.06794 | $ 0.45189 | $ 23.09 |

| | | | | |
|---|---|---|---|---|
| **Industrial Gas Service (5,338.5 Ccf)** | $ 0.25624 | $ 0.04105 | $ 0.29729 | $ 219.16 |
| **Transportation Gas Service (35,835.6 Ccf)** | $ 0.25624 | $ 0.04105 | $ 0.29729 | $ 1,471.1 |

**Fiscal Impact**

Expenses incurred through a rate case are recoverable.

**Staff/Board Recommending**

W. Jarrett Atkinson, City Manager

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**Attachments**

Resolution

**RESOLUTION NO._____**

**A RESOLUTION BY THE CITY OF LUBBOCK, TEXAS, ("CITY") RESPONDING TO THE APPLICATION OF ATMOS ENERGY CORPORATION – WEST TEXAS DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, on or about February 20, 2026, Atmos Energy Corporation – West Texas Division ("Atmos Energy") filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP"), which if approved, results in an increase in the monthly customer charges as follows:

| Rate Schedule | Current Customer Charge/Ccf | Proposed 2026 Interim Rate Adjustment/Ccf | Adjusted Charge/Ccf | Average Monthly Bill Increase |
|---|---|---|---|---|
| **Residential Gas Service (51.4 Ccf)** | $ 0.59685 | $ 0.12541 | $ 0.72226 | $ 6.45 |
| **Commercial Gas Service (339.8 Ccf)** | $ 0.38395 | $ 0.06794 | $ 0.45189 | $ 23.09 |
| **Industrial Gas Service (5,338.5 Ccf)** | $ 0.25624 | $ 0.04105 | $ 0.29729 | $ 219.16 |
| **Transportation Gas Service (35,835.6 Ccf)** | $ 0.25624 | $ 0.04105 | $ 0.29729 | $ 1,471.14 |

**WHEREAS**, Atmos Energy's application, if approved by the Railroad Commission, will result in a systemwide increase in Atmos Energy's revenue of about $30.57 million, of which the Cities of Amarillo, Channing, Dalhart, and Lubbock's portion is about $14.69 million.

**WHEREAS**, Atmos Energy proposed an effective date of April 21, 2026 for its proposed increase in rates; and

**WHEREAS,** the City has a special responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

**WHEREAS**, the application to increase rates by Atmos Energy is complex; and

**WHEREAS,** it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in Atmos Energy's

rate application are correctly done and are in conformity with section 104.301 of the Gas Utility Regulatory Act; and

**WHEREAS,** the effective date proposed by Atmos Energy is April 21, 2026, but a suspension by the City will mean that the rate increase cannot go into effect prior to June 5, 2026.

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

**Section 1.** That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

**Section 2.** The City suspends the requested effective date by Atmos Energy for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application.

**Section 3.** The City authorizes the law firm of Herrera Law & Associates, PLLC, to act on its behalf in connection with Atmos Energy's application to increase rates.

**Section 4.** To the extent Atmos Energy's application to increase rates under section 104.301 of the Gas Utility Regulatory Act ("GURA") is considered a ratemaking proceeding, Atmos Energy is ordered to reimburse the City's reasonable rate case expenses incurred in response to Atmos Energy's rate increase application within 30 days of receipt of invoices for such expenses to the extent allowed by law, or pursuant to agreement between Atmos and ATM.

**Section 5.** A copy of this resolution shall be sent to Mr. Phillip Littlejohn, Vice President, Rates & Regulatory Affairs, Atmos Energy Corporation, 6606 66th Street, Lubbock, Texas 79424; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4400 Medical Pkwy., Austin, Texas 78756.

**Section 6.** The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 7.** This resolution shall be effective immediately upon passage.

**Passed by the City Council on _____.**

_____

**MARK W. MCBRAYER, MAYOR**

**ATTEST:**

Courtney Paz, City Secretary

**APPROVED AS TO CONTENT:**

Joe Jimenez, Chief Financial Officer

**APPROVED AS TO FORM:**

Matt Wade, City Attorney

ccdocs II/RES.2026 Atmos Energy 2026-2025 GRIP
April 6, 2026

AI# 14153
Regular City Council Meeting 6. 28.
04/14/2026:

## Information

### Agenda Item

**Ordinance 2nd Reading - Planning (District 2):** Consider Ordinance No. 2026-O0039, for Zone Case 774-D, a request of UN2 Corporation, for a zone change from Light Industrial District (LI) to Heavy Commercial District (HC), at 1129 Southeast Loop 289, located north of Southeast Loop 289 and southwest of East Slaton Road, Plan-Ex No.1 Addition, Lot 6, City of Lubbock, Lubbock County, Texas.

### Item Summary

The City Council unanimously approved this ordinance on a 1st reading at the March 24th City Council meeting.

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 March 5, 2026, 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 774-D
Staff Report 774-D
Documentation 774-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 774-D; A ZONING CHANGE FROM LIGHT INDUSTRIAL DISTRICT (LI) TO HEAVY COMMERCIAL DISTRICT (HC), AT: 1129 SOUTHEAST LOOP 289, LOCATED NORTH OF SOUTHEAST LOOP 289 AND SOUTHWEST OF EAST SLATON ROAD, PLAN-EX NO.1 ADDITION, LOT 6, CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.**

**WHEREAS,** the 2040 Future Land Use Plan, adopted by the City Council in 2018, 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,** UN2 Corporation filed the necessary paperwork to request a zone change from Light Industrial District (LI) to Heavy Commercial District (HC), at 1129 Southeast Loop 289, located north of Southeast Loop 289 and southwest of East Slaton Road, Plan-Ex No.1 Addition, Lot 6, City of Lubbock, Lubbock County, Texas; and

**WHEREAS,** the proposed changes in zoning as hereinafter were presented to the Planning and Zoning Commission and, after conducting the requisite public hearing and considering the evidence presented, voted to recommend to the City Council that they approve the proposed change in zoning classification; and

**WHEREAS,** 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 Loc. Gov't 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 interested persons were provided an opportunity to speak on the proposed change; and after said hearing, 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; **NOW THEREFORE:**

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

**ZONE CASE NO. 774-D**

**SECTION 1.** 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 Light Industrial District (LI) to Heavy Commercial District (HC), at 1129 Southeast Loop 289, located north of Southeast Loop 289 and southwest of East Slaton Road, Plan-Ex No.1 Addition, Lot 6, City of Lubbock, Lubbock County, Texas.

**SECTION 2.** A 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.** 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.** 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

ccdocs II/ORD.2026.ZC774-D 1129 SE Loop 289
March 24, 2026

Planning Department
City of Lubbock

| Staff Report | Zone Case 774-D |
|---|---|
| City Council Meeting | March 24, 2026 |

**Applicant** UN2 Corporation

**Property Owner** UN2 Corporation

**Council District** 2

**Prior Board or Council Action**

- August 2, 1958, Ordinance No. 2544: The subject property was annexed into city limits and zoned Transition District (T).
- August 17, 1959, Ordinance No. 2883, Zone Case 0774: The subject property was rezoned from Transition District (T) to Light Manufacturing District (M-1).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from Light Manufacturing District (M-1) to Light Industrial District (LI) with the adoption of the Unified Development Code.
- March 5, 2026, Zone Case 774-D: The Planing and Zoning Commission recommended approval of a zone change from Light Industrial District (LI) to Heavy Commercial District (HC) by a vote of 8-0-0.

**Notification Summary**

- Notifications Sent: 9
- Received In Favor: 0
- Received In Opposition: 0

**Site Conditions and History**

The subject property was platted on February 17, 1995 as Plan-X No. 1 Addition, Lot 6, and is currently developed with a commercial building.

**Adjacent Property Development**

Properties to the north, south, east, and west are zoned Light Industrial District (LI) and are developed with light industrial and commercial properties or are vacant.

**Zoning Request and Analysis**

*Item Summary*

The subject property is addressed as 1129 Southeast Loop 289, located north of Southeast Loop 289 and southwest of Slaton Road, Plan-X No. 1 Addition, Lot 6. The applicant is requesting a zone change from Light Industrial District (LI) to Heavy Commercial District (HC).

**Current zoning:** **Light Industrial District (LI)**

**Requested zoning:** **Heavy Commercial District (HC)**

*Purpose Statements*
The purpose of the existing Light Industrial District (LI) is "…to provide for industrial uses (non-retail) that are less intensive than what can be accommodated into General Industrial and that may include office, warehousing, distribution, and light assembly of parts, materials, and equipment, with operations conducted primarily indoors without the creation of smoke, gas, odor, dust, soot, or other noxious elements."

The purpose 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 subject property fronts Southeast Loop 289, with additional access from East Slaton Road. The Master Thoroughfare Plan, 2018, designates Southeast Loop 289 as a Freeway, and East Slaton Road as a Minor Arterial street. Freeways are intended to move high volumes of automobile traffic at relatively high speeds over long distances. Arterial streets are continuous routes whose function is to serve high volume needs of local traffic and regional traffic.

*Compatibility with Surrounding Property*
The subject property is currently zoned as a light industrial property. The requested change to a more restrictive commercial designation remains compatible with the surrounding area due to a mix of light industrial and commercial-use properties within 400 feet of the subject property.

*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 Heavy Commercial District (HC) conforms to this designation.

*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 Heavy Commercial 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 774-D

**Allowable Uses:** Heavy Commercial District (HC)

**Transportation:** The property has points of access from Southeast Loop 289 and East Slaton Road.

| Thoroughfare | Existing | Per Thoroughfare Development Plan |
|---|---|---|
| Southeast Loop 289, Freeway, Complete | R.O.W 300 feet, eight-lane, divided, paved. | R.O.W 300 feet, eight-lane, divided, paved. |
| East Slaton Road, Minor Arterial, Complete | R.O.W. 110 feet, four-lane, divided, paved | R.O.W. 100 feet, four 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***

### Districts 2

3.1 **Zone Case 774-D**: UN2 Corporation, request for a zone change from Light Industrial District (LI) to Heavy Commercial District (HC), at:

- 1129 Southeast Loop 289, located north of Southeast Loop 289 and southwest of East Slaton Road, Plan-Ex No.1 Addition, Lot 6.

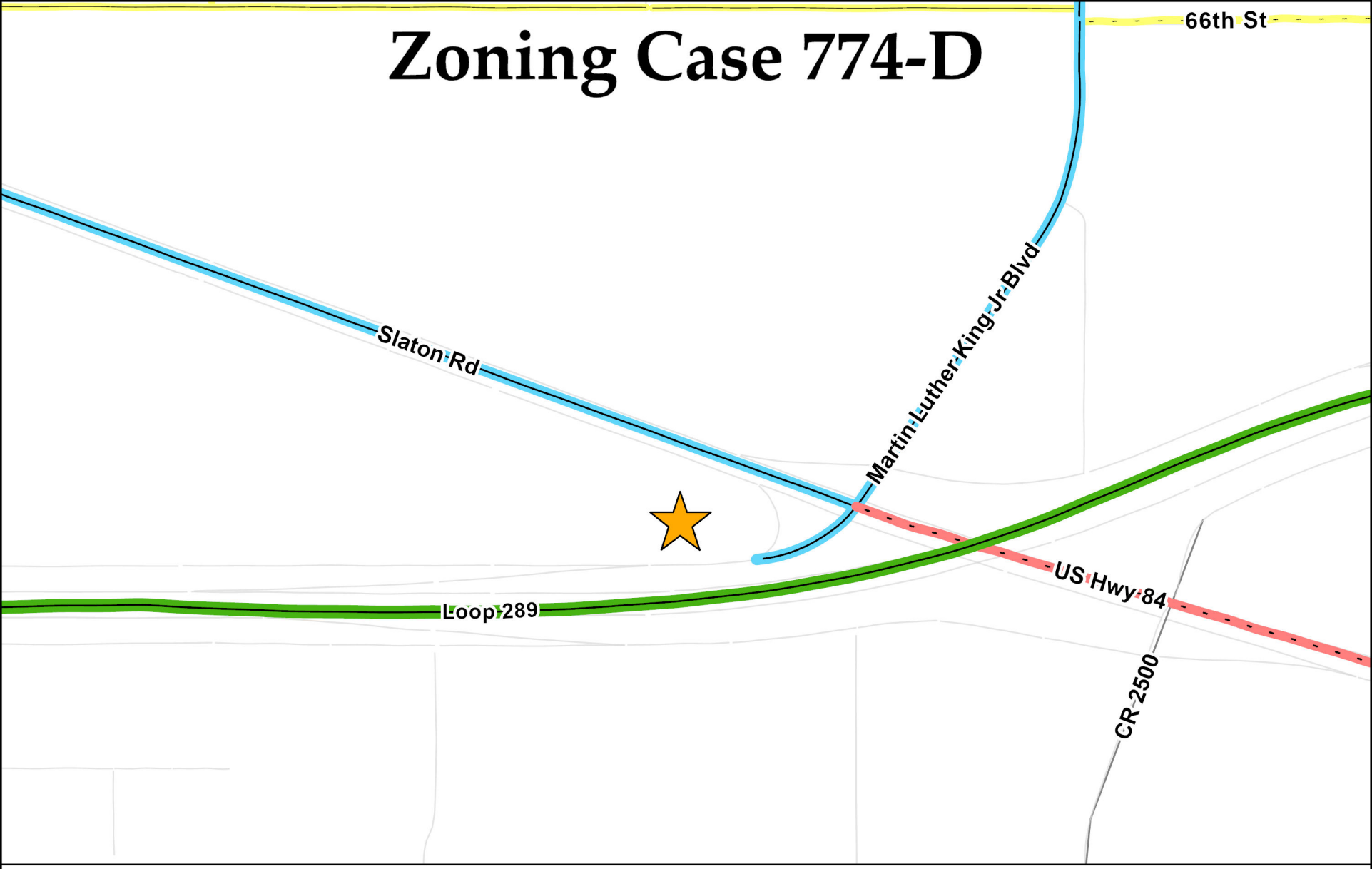
**PLANNER JAMIE MAGAR** gave a presentation and answered questions from the Commission. Staff has no objection to the request.

**APPLICANT SHYAM WAGLE**, 13510 Norfolk Avenue, advised he was available for questions from the Commission.

No one appeared to speak in favor or in opposition to the request.

In the matter of **Zone Case 774-D**, a motion was made by **ROBERT WOOD** and seconded by **TAREK REDWAN** to approve the request as presented. The Commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

# Zoning Case 774-D

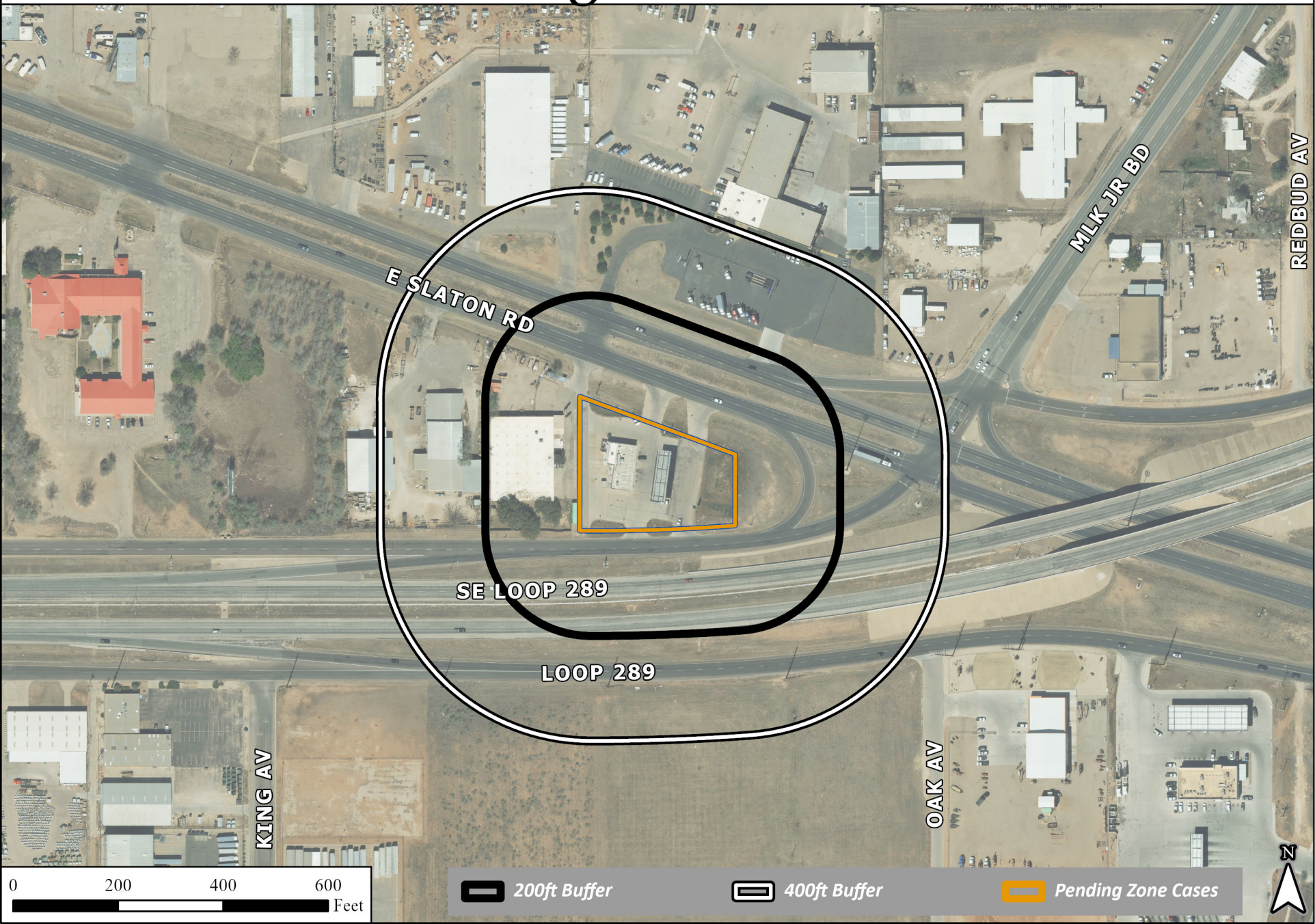


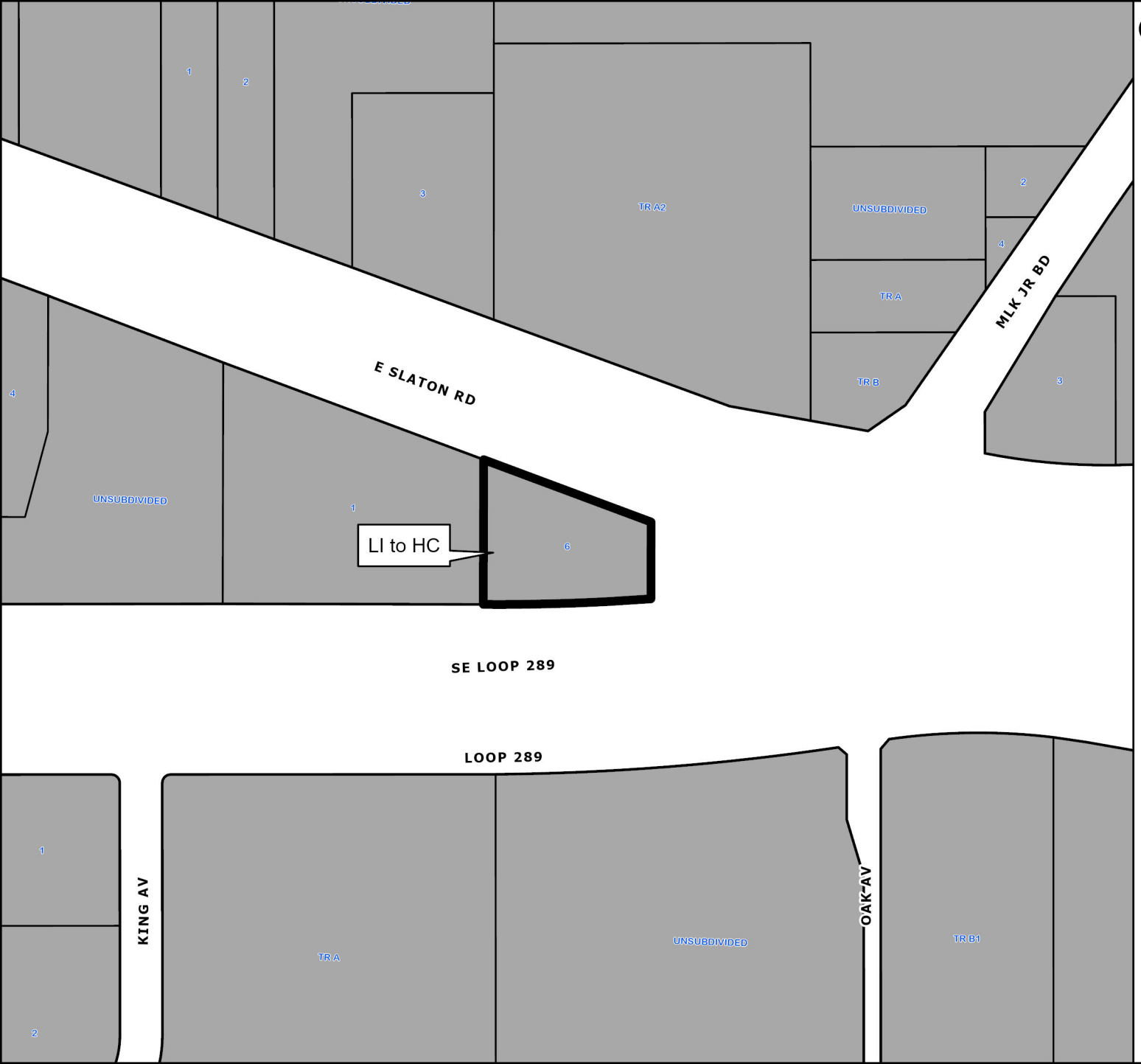

| Collector | Minor Arterial | Modified Arterial | Principal Arterial | Freeway |
|---|---|---|---|---|
| Completed | Completed | Partial | Completed | Completed |
| Partial | Partial | Future | Partial | Partial |
| Future | Future | | Future | Proposed Outer Loop |

N
W E
S

Date Exported: February 2026

# Zoning Case 774-D






# Current Zoning
# 774-D

## Zoning Districts

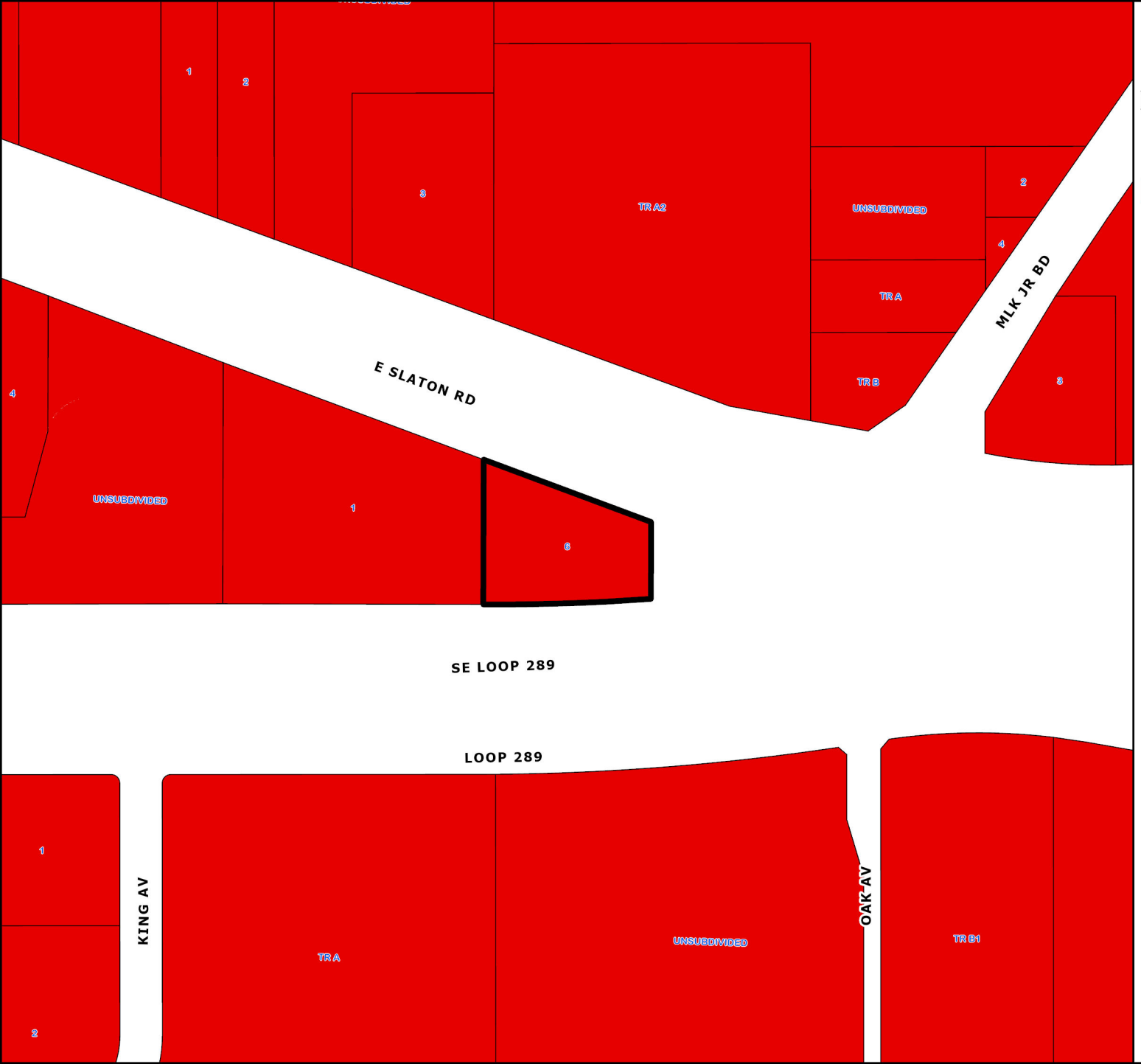
Light Industrial (LI)

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: February 2026




# Future Land Use Plan
## Case 774-D

**Commercial**

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: February 2026

# 774-D



View north. Subject property.



View south.




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: 1129 SE Loop 289, Lubbock, TX 79404

Lots/Tracts: _____

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: 1.23

Existing Land Use: _____ Existing Zoning: LI

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: _____

Name: _____

Address: _____ City: _____ State: _____

ZIP Code: _____ Telephone: _____ Email: _____

Applicant's Signature: _____

Date: _____ Printed Name: _____

## Owner Information

Firm Name: ~~Shyam Wagle~~ UN2 corporation

Owner: Shyam Wagle

Address: 13510 Norfolk Ave City: Lubbock State: TX

ZIP Code: _____ Telephone: 469-233-2910 Email: shyam-k-wagle@gmail.com

Property Owner's Signature: _____

Date: _____ Printed Name: _____

## Preparer Information

Preparer's Signature: [signature]

Date: 1/15/2016 Printed Name: SHYAM WAGLE

## 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.

AI# 14157
Regular City Council Meeting 6. 29.
04/14/2026:

## Information

### Agenda Item

**Ordinance 2nd Reading - Planning (District 3):** Consider Ordinance No. 2026-O0040, for Zone Case 3542, a request for zone changes in **City Council District 3** from Low Density Single-Family District (SF-2), High Density Residential District (HDR), Neighborhood Commercial District (NC), and Heavy Commercial (HC) to Office District (OF) and Auto-Urban Commercial District (AC), at **4321 Marsha Sharp Freeway**, Lots 1-2, Dyer Addition and Lot 4, Block 4, less the right-of-way, Jarrott Addition, **4302 22nd Place**, Lot 3, Block 4, John W Jarrott Addition, **4301 Marsha Sharp Freeway**, Lots 1, 2, and 5, Block 4, John W Jarrott Addition, **4110 22nd Place**, Lots 1-2, Block 6, John W Jarrott Addition, **4120 22nd Place**, Lot 4, Block 6, John W Jarrott Addition, **4122 22nd Place**, Lot 3, Block 6, John W Jarrott Addition, **4119 Marsha Sharp Freeway**, Lot 3, Cope Addition, **4115 Marsha Sharp Freeway**, Lot 2-A, Cope Addition, **4105 Marsha Sharp Freeway**, Lots 1-B-1 and 1-C, less the right-of-way, Cope Addition, **4105 19th Street**, Lot 5, less the right-of-way, Ashley Addition, **4009 19th Street**, Lots 1-A and 2, less the right-of-way, Ted Quan Addition, **4001 19th Street**, north part of Lot 3, Charles Addition, **1914 Nashville Avenue**, the south 171.6 feet of Lot 3, Charles Addition, **2006 Nashville Avenue**, Lot 1-B, Ted Quan Addition, **3901 19th Street**, Tract A, J O Smith Addition, **3723 19th Street**, Lot 6, less 381 square feet and the northwest part of Lot 5 and 645 square feet of closed 19th Street, Block 1, Murphy Place Addition, **3703 19th Street**, Lots 1-4 and Lot 5, less the northwest part, Block 1, Murphy Place Addition, **3704 20th Street**, Lots 7-14, Block 1, Murphy Place Addition, **3802 and 3804 21st Street**, Lots 5-8, Units 1-5, Building B, Block 2, Reeder Addition, **3801, 3809, and 3815 21st Street**, Lots 1-8, Block 1, Jim Floyd Addition, **4001 and 4003 21st Street**, Lots 1-2 and 759.375 square foot strip out of Block B, Section 15, Block 1, Agnew-Kendrick Addition, **3802 22nd Street**, Lots 10-14, Block 1, Jim Floyd Addition, **4002 22nd Street**, Lot 17, Block 1, Agnew-Kendrick Addition, **2107 Oxford Avenue and 4010 22nd Street**, Lots 9-16, Block 1, Agnew-Kendrick Addition, **2201 Oxford Avenue**, Tracts B-1 and C, Williams Addition, **4002 and 4014 22nd Place**, Tracts B-2 and A, Williams Addition, **4417 50th Street**, Lots 1-B and 1-C, Block 1, Sylvan Dell Heights Addition, and **4501 50th Street**, Lot 8-A, Block 8, Sylvan Dell Heights Addition.

### Item Summary

The City Council unanimously approved this ordinance on a 1st reading at the March 24th City Council meeting.

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 March 5, 2026, 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

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**Attachments**

Ordinance 3542-Part 1
Staff Report 3542 - Part 1
Documentation 3542 - Part 1

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 3542; A ZONING CHANGE FROM LOW DENSITY SINGLE-FAMILY DISTRICT (SF-2), HIGH DENSITY RESIDENTIAL DISTRICT (HDR), AND HEAVY COMMERCIAL (HC) TO OFFICE DISTRICT (OF) AND AUTO-URBAN COMMERCIAL DISTRICT (AC), AT: 4321 MARSHA SHARP FREEWAY, LOTS 1-2, DYER ADDITION AND LOT 4, BLOCK 4, LESS THE RIGHT-OF-WAY, JARROTT ADDITION, 4302 22ND PLACE, LOT 3, BLOCK 4, JOHN W JARROTT ADDITION, 4301 MARSHA SHARP FREEWAY, LOTS 1, 2, AND 5, BLOCK 4, JOHN W JARROTT ADDITION, 4110 22ND PLACE, LOTS 1-2, BLOCK 6, JOHN W JARROTT ADDITION, 4120 22ND PLACE, LOT 4, BLOCK 6, JOHN W JARROTT ADDITION, 4122 22ND PLACE, LOT 3, BLOCK 6, JOHN W JARROTT ADDITION, 4119 MARSHA SHARP FREEWAY, LOT 3, COPE ADDITION, 4115 MARSHA SHARP FREEWAY, LOT 2-A, COPE ADDITION, 4105 MARSHA SHARP FREEWAY, LOTS 1-B-1 AND 1-C, LESS THE RIGHT-OF-WAY, COPE ADDITION, 4105 19TH STREET, LOT 5, LESS THE RIGHT-OF-WAY, ASHLEY ADDITION, 4009 19TH STREET, LOTS 1-A AND 2, LESS THE RIGHT-OF-WAY, TED QUAN ADDITION, 4001 19TH STREET, NORTH PART OF LOT 3, CHARLES ADDITION, 1914 NASHVILLE AVENUE, THE SOUTH 171.6 FEET OF LOT 3, CHARLES ADDITION, 2006 NASHVILLE AVENUE, LOT 1-B, TED QUAN ADDITION, 3901 19TH STREET, TRACT A, J O SMITH ADDITION, 3723 19TH STREET, LOT 6, LESS 381 SQUARE FEET AND THE NORTHWEST PART OF LOT 5 AND 645 SQUARE FEET OF CLOSED 19TH STREET, BLOCK 1, MURPHY PLACE ADDITION, 3703 19TH STREET, LOTS 1-4 AND LOT 5, LESS THE NORTHWEST PART, BLOCK 1, MURPHY PLACE ADDITION, 3704 20TH STREET, LOTS 7-14, BLOCK 1, MURPHY PLACE ADDITION, 3802 AND 3804 21ST STREET, LOTS 5-8, UNITS 1-5, BUILDING B, BLOCK 2, REEDER ADDITION, 3801, 3809, AND 3815 21ST STREET, LOTS 1-8, BLOCK 1, JIM FLOYD ADDITION, 4001 AND 4003 21ST STREET, LOTS 1-2 AND 759.375 SQUARE FOOT STRIP OUT OF BLOCK B, SECTION 15, BLOCK 1, AGNEW-KENDRICK ADDITION, 3802 22ND STREET, LOTS 10-14, BLOCK 1, JIM FLOYD ADDITION, 4002 22ND STREET, LOT 17, BLOCK 1, AGNEW-KENDRICK ADDITION, 2107 OXFORD AVENUE AND 4010 22ND STREET, LOTS 9-16, BLOCK 1, AGNEW-KENDRICK ADDITION, 2201 OXFORD AVENUE, TRACTS B-1 AND C, WILLIAMS ADDITION, 4002 AND 4014 22ND PLACE, TRACTS B-2 AND A, WILLIAMS ADDITION, 4417 50TH STREET, LOTS 1-B AND 1-C, BLOCK 1, SYLVAN DELL HEIGHTS ADDITION, AND 4501 50TH STREET, LOT 8-A, BLOCK 8, SYLVAN DELL HEIGHTS ADDITION; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

**WHEREAS,** the 2040 Future Land Use Plan, adopted by the City Council in 2018, 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,** since being adopted, staff within the City Planning Department has determined that the current zoning of certain properties, when compared to existing development, are inconsistent with the Future Land Use Map and Future Land Use Plan and allowing these to continue in their current manner could allow for development patterns that would be inconsistent with the Future Land Use Map, goals of the Future Land Use Plan, and the Comprehensive Plan for the City of Lubbock; and

**WHEREAS,** an analysis of the City of Lubbock's was completed in October 2025 that identified properties throughout the City of Lubbock where the current zoning did not align with the existing land use, adjacent development, or Future Land Use Plan; and

**WHEREAS,** based on this analysis, the City Planning Department developed recommendations for rezoning certain properties into alignment with existing land use, adjacent development, and the Future Land Use Plan, to present to the Lubbock Planning and Zoning Commission and the City Council; and

**WHEREAS,** the proposed changes in zoning as hereinafter were presented to the Planning and Zoning Commission and, after conducting the requisite public hearing and considering the evidence presented, voted to recommend to the City Council approval of the proposed changes in zoning classification; 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,** 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 Loc. Gov't 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 interested persons were provided an opportunity to speak on the proposed change; and after said hearing, 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; **NOW THEREFORE:**

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

**ZONE CASE NO. 3542**

**SECTION 1.** 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 Low Density Single-Family District (SF-2), High Density Residential District (HDR), and Heavy Commercial (HC) to Office District (OF) and Auto-Urban Commercial District (AC), at: 4321 Marsha Sharp Freeway, Lots 1-2, Dyer Addition and Lot 4, Block 4, less the right-of-way, Jarrott Addition, 4302 22nd Place, Lot 3, Block 4, John W Jarrott Addition, 4301 Marsha Sharp Freeway, Lots 1, 2, and 5, Block 4, John W Jarrott Addition, 4110 22nd Place, Lots 1-2, Block 6, John W Jarrott Addition, 4120 22nd Place, Lot 4, Block 6, John W Jarrott Addition, 4122 22nd Place, Lot 3, Block 6, John W Jarrott Addition, 4119 Marsha Sharp Freeway, Lot 3, Cope Addition, 4115 Marsha Sharp Freeway, Lot 2-A, Cope Addition, 4105 Marsha Sharp Freeway, Lots 1-B-1 and 1-C, less the right-of-way, Cope Addition, 4105 19th Street, Lot 5, less the right-of-way, Ashley Addition, 4009 19th Street, Lots 1-A and 2, less the right-of-way, Ted Quan Addition, 4001 19th Street, north part of Lot 3, Charles Addition, 1914 Nashville Avenue, the south 171.6 feet of Lot 3, Charles Addition, 2006 Nashville Avenue, Lot 1-B, Ted Quan Addition, 3901 19th Street, Tract A, J O Smith Addition, 3723 19th Street, Lot 6, less 381 square feet and the northwest part of Lot 5 and 645 square feet of closed 19th Street, Block 1, Murphy Place Addition, 3703 19th Street, Lots 1-4 and Lot 5, less the northwest part, Block 1, Murphy Place Addition, 3704 20th Street, Lots 7-14, Block 1, Murphy Place Addition, 3802 and 3804 21st Street, Lots 5-8, Units 1-5, Building B, Block 2, Reeder Addition, 3801, 3809, and 3815 21st Street, Lots 1-8, Block 1, Jim Floyd Addition, 4001 and 4003 21st Street, Lots 1-2 and 759.375 square foot strip out of Block B, Section 15, Block 1, Agnew-Kendrick Addition, 3802 22nd Street, Lots 10-14, Block 1, Jim Floyd Addition, 4002 22nd Street, Lot 17, Block 1, Agnew-Kendrick Addition, 2107 Oxford Avenue and 4010 22nd Street, Lots 9-16, Block 1, Agnew-Kendrick Addition, 2201 Oxford Avenue, Tracts B-1 and C, Williams Addition, 4002 and 4014 22nd Place, Tracts B-2 and A, Williams Addition, 4417 50th Street, Lots 1-B and 1-C, Block 1, Sylvan Dell Heights Addition, and 4501 50th Street, Lot 8-A, Block 8, Sylvan Dell Heights Addition.

All properties identified herein are located within the municipal limits of the City of Lubbock, Lubbock County, Texas and the specific zoning changes are further identified in the zoning maps attached hereto as *Exhibit A*, which is hereby adopted and incorporated herein as though set forth fully herein.

**SECTION 2.** A 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.** 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.** 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

ccdocs II/ORD.2026.ZC3542 – Zoning Map Analysis Amendment – District 3
March 24, 2026

Planning Department
City of Lubbock

| Staff Report | Zone Case 3542 |
|---|---|
| City Council | March 24, 2026 |

**Applicant** City of Lubbock

**Council District** 3

**Notification Summary**
- Notifications Sent: 315
- Received In Favor: 2
- Received In Opposition: 2

**Prior Board Action**
- March 5, 2026, Zone Case 3542, The Planning and Zoning Commission recommended approval of a zone change from SF-2, HDR, and HC to OF and AC by a vote of 8-0-0.

**Zoning Request and Analysis**

*Item Summary*

Plan Lubbock 2040, the City's Comprehensive Plan, was adopted by the City Council in December 2018. Included in this Plan, is the Future Land Use Map and Future Land Use Plan, which utilized existing conditions, fiscal impact modeling, and community visioning, to provide guidance for Lubbock's future land development. Since then, it has been determined that the current zoning of certain properties, when compared to existing development, are inconsistent with the Future Land Use Map and Future Land Use Plan. Allowing these to continue in their current manner could allow for development patterns that would be inconsistent with the Future Land Use Map, goals of the Future Land Use Plan, and the Comprehensive Plan for the City of Lubbock.

Therefore, the Planning Department contracted with SAFEbuilt, LLC in September 2024 to conduct a Zoning Map Analysis, which was completed in October 2025. The Analysis examined and identified properties throughout the City of Lubbock where the current zoning did not align with the existing land use, adjacent development, or Future Land Use Plan, and made recommendations for rezoning to bring these properties into alignment.

This is the second case of a total of six separate zone cases with the recommended zone changes, grouping properties by City Council District. This month is District 3.

**Current zoning:** **Low Density Single-Family District (SF-2), High Density Residential District (HDR), and Heavy Commercial District (HC)**

**Recommended zoning:** **Office District (OF) and Auto-Urban Commercial District (AC)**

**Attachments**
A. Aerial Maps
B. Current Zoning Maps
C. Recommended Zoning Maps
D. Future Land Use Maps
E. Response Maps
F. Response Letters

**Staff Contacts**
Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

*Draft Planning and Zoning Commission Minutes*

**District 3**

3.4 **Zone Case 3542**: A request for zone changes in **City Council District 3** from Low Density Single-Family District (SF-2), High Density Residential District (HDR), Neighborhood Commercial District (NC), and Heavy Commercial (HC) to Office District (OF) and Auto-Urban Commercial District (AC), at:

- **4321 Marsha Sharp Freeway**, Lots 1-2, Dyer Addition and Lot 4, Block 4, less the right-of-way, Jarrott Addition, **4302 22nd Place**, Lot 3, Block 4, John W Jarrott Addition, **4301 Marsha Sharp Freeway**, Lots 1, 2, and 5, Block 4, John W Jarrott Addition, **4110 22nd Place**, Lots 1-2, Block 6, John W Jarrott Addition, **4120 22nd Place**, Lot 4, Block 6, John W Jarrott Addition, **4122 22nd Place**, Lot 3, Block 6, John W Jarrott Addition, **4119 Marsha Sharp Freeway**, Lot 3, Cope Addition, **4115 Marsha Sharp Freeway**, Lot 2-A, Cope Addition, **4105 Marsha Sharp Freeway**, Lots 1-B-1 and 1-C, less the right-of-way, Cope Addition, **4105 19th Street**, Lot 5, less the right-of-way, Ashley Addition, **4009 19th Street**, Lots 1-A and 2, less the right-of-way, Ted Quan Addition, **4001 19th Street**, north part of Lot 3, Charles Addition, **1914 Nashville Avenue**, the south 171.6 feet of Lot 3, Charles Addition, **2006 Nashville Avenue**, Lot 1-B, Ted Quan Addition, **3901 19th Street**, Tract A, J O Smith Addition, **3723 19th Street**, Lot 6, less 381 square feet and the northwest part of Lot 5 and 645 square feet of closed 19th Street, Block 1, Murphy Place Addition, **3703 19th Street**, Lots 1-4 and Lot 5, less the northwest part, Block 1, Murphy Place Addition, **3704 20th Street**, Lots 7-14, Block 1, Murphy Place Addition, **3802 and 3804 21st Street**, Lots 5-8, Units 1-5, Building B, Block 2, Reeder Addition, **3801, 3809, and 3815 21st Street**, Lots 1-8, Block 1, Jim Floyd Addition, **4001 and 4003 21st Street**, Lots 1-2 and 759.375 square foot strip out of Block B, Section 15, Block 1, Agnew-Kendrick Addition, **3802 22nd Street**, Lots 10-14, Block 1, Jim Floyd Addition, **4002 22nd Street**, Lot 17, Block 1, Agnew-Kendrick Addition, **2107 Oxford Avenue and 4010 22nd Street**, Lots 9-16, Block 1, Agnew-Kendrick Addition, **2201 Oxford Avenue**, Tracts B-1 and C, Williams Addition, **4002 and 4014 22nd Place**, Tracts B-2 and A, Williams Addition, **3821 22nd Street**, Lots 2-5 and the west 10.75 feet of Lot 1, Block 1, J H Webb Addition, **3801, 3805, and 3809 22nd Street**, the east 47 feet of Lot 1, Block 1, J H Webb Addition and Lots 1-6, Block 1, J R Brock Addition, **4417 50th Street**, Lots 1-B and 1-C, Block 1, Sylvan Dell Heights Addition, and **4501 50th Street**, Lot 8-A, Block 8, Sylvan Dell Heights Addition.

**DIRECTOR OF PLANNING KRISTEN SAGER** gave a presentation and answered questions from the Commission. This is a City initiated zone case, based on the recommendations from the Zoning Map Analysis, which was completed in the Fall of 2025.

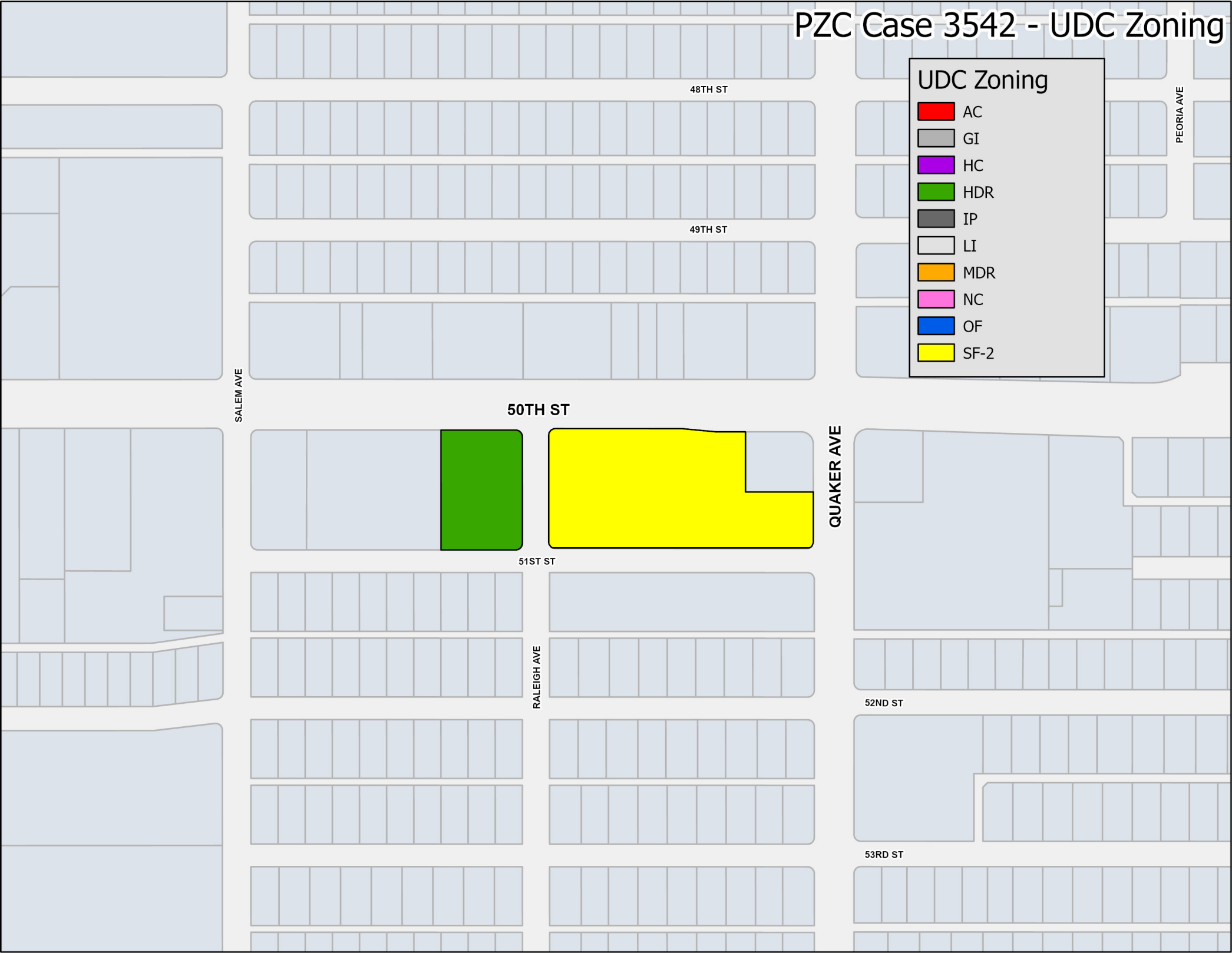
**OPPOSED DAVID FLEMING**, 2629 19th Street, advised he offices at 22nd Street and Memphis Avenue and he is opposed to the rezoning of his four properties which make up 10% of those being rezoned in this area. The one located at 3801 22nd Street, now zoned Neighborhood Commercial, was zoned to allow a pharmacy with a drive-thru. He wants to reserve the ability to have that same use at a later time. Additionally, there is no financial incentive to change the zoning. LCAD will increase the value for tax purposes and appraisers will say it is worth less money.

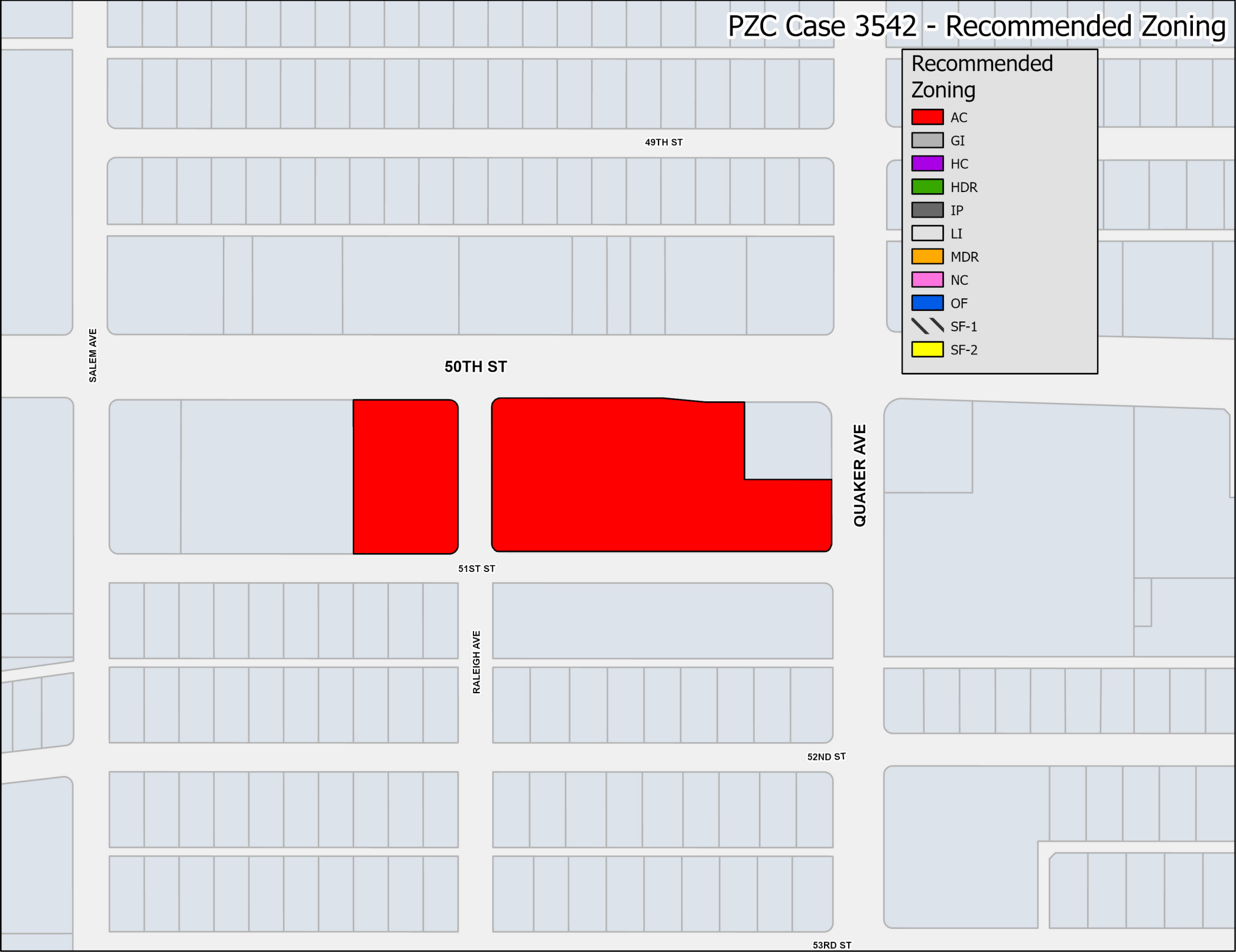
In the matter of **Zone Case 3542**, a motion was made by **ROBERT WOOD** and seconded by **TAREK REDWAN** to approve the request as presented with the exception of the properties located at 3801, 3805, 3809, and 3821 22nd Street. The Commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

In the matter of **Zone Case 3542**, a motion was made by **ROBERT WOOD** and seconded by **DREW GRAY** to approve the request as presented for the properties located at 3801, 3805, 3809, and 3821 22nd Street. The Commission voted 1 (in favor) to 7 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

**ROBERT WOOD** cast the one vote in favor.

The rezoning request for 3801, 3805, 3809, and 3821 22nd Street was DENIED.


PZC Case 3542 - UDC Zoning
UDC Zoning
AC
GI
HC
HDR
IP
LI
MDR
NC
OF
SF-2
48TH ST
49TH ST
50TH ST
51ST ST
52ND ST
53RD ST
SALEM AVE
RALEIGH AVE
QUAKER AVE
PEORIA AVE


PZC Case 3542 - Recommended Zoning
Recommended Zoning
AC
GI
HC
HDR
IP
LI
MDR
NC
OF
SF-1
SF-2
49TH ST
SALEM AVE
50TH ST
QUAKER AVE
51ST ST
RALEIGH AVE
52ND ST
53RD ST




# Future Land Use Plan
## Case 3542

- Commercial
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

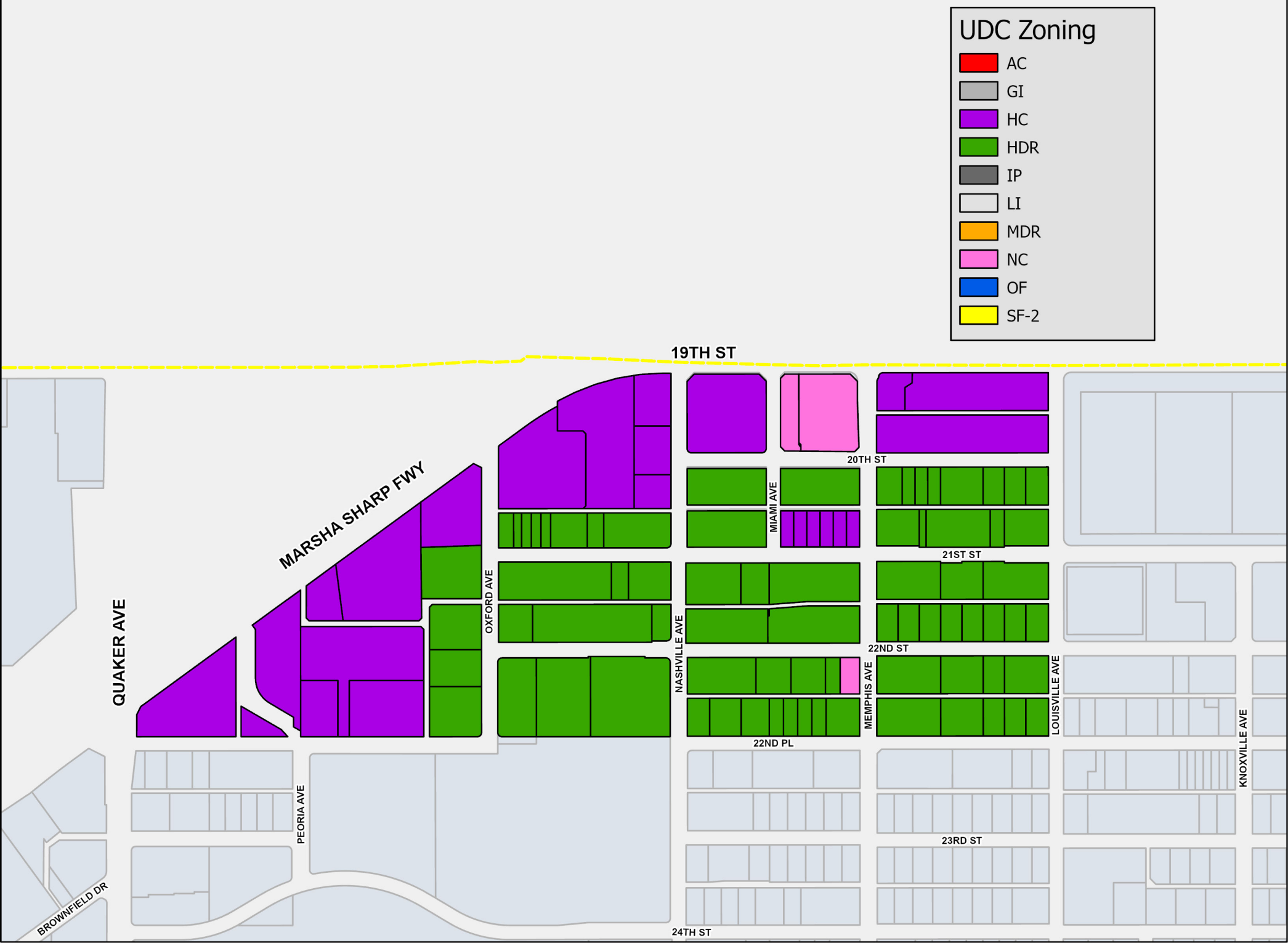
N

0 100 200 300 400 500
Feet

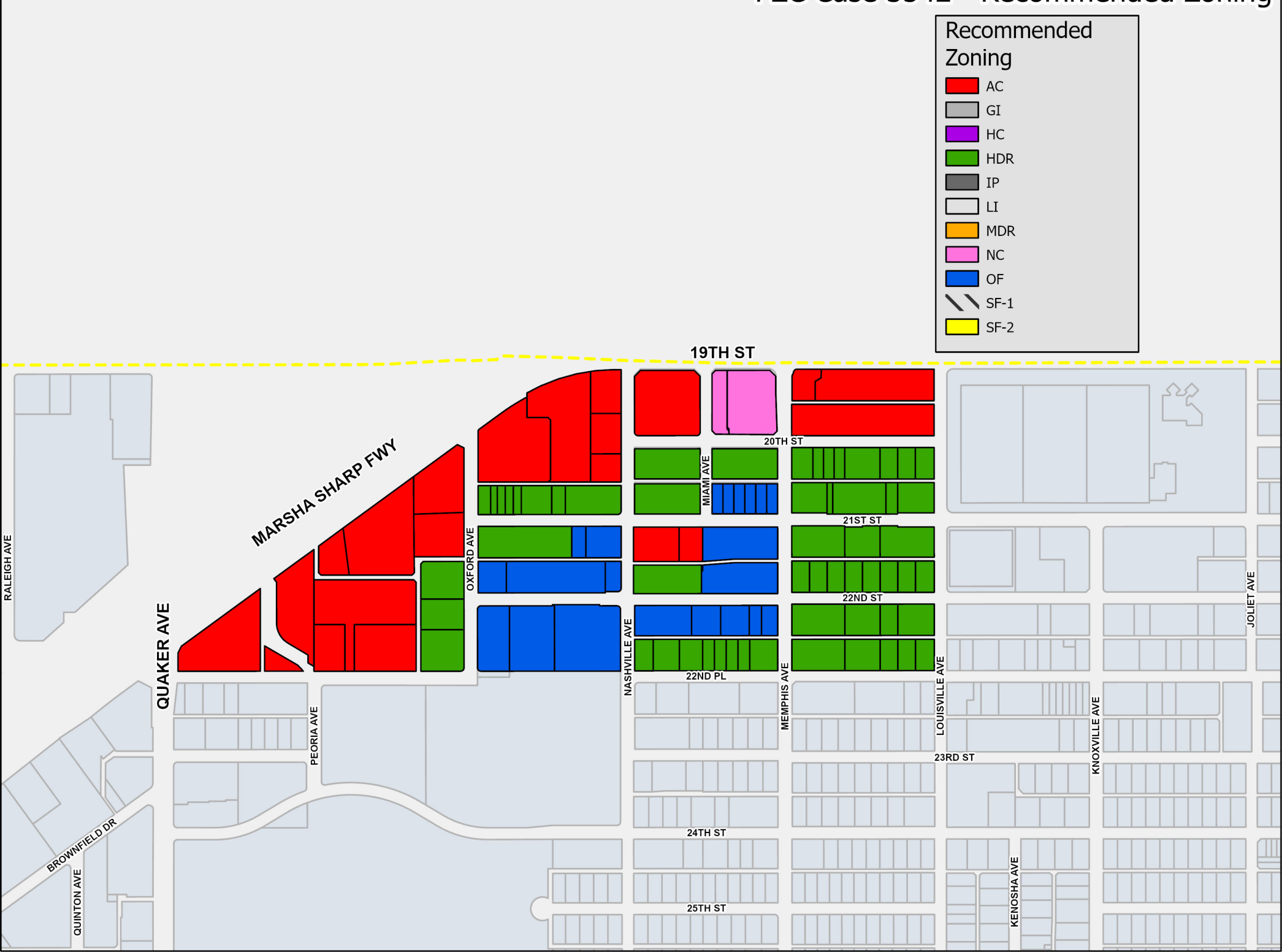
City of Lubbock TEXAS

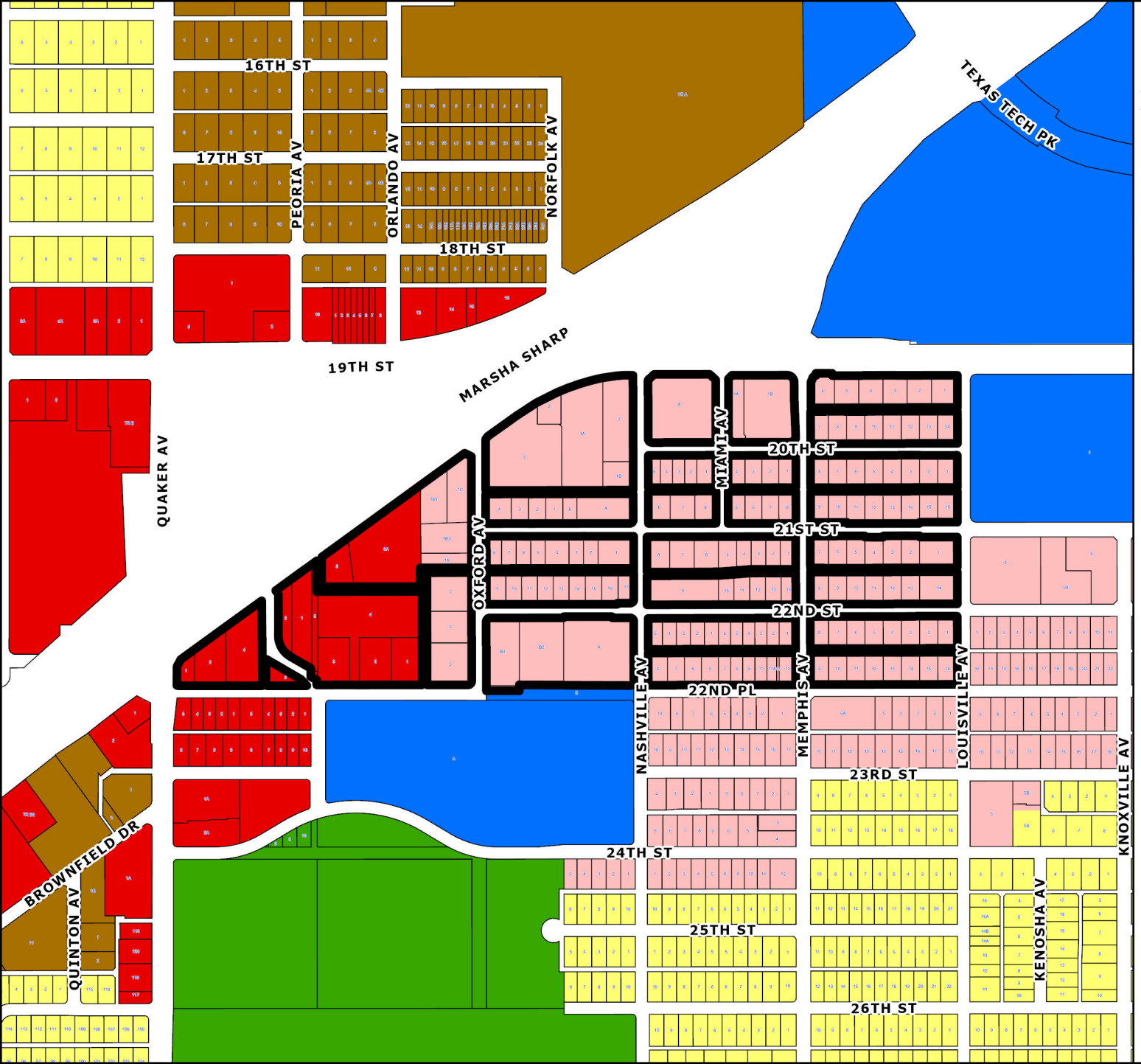
Date Exported: February 2026

# PZC Case 3542 - UDC Zoning



# PZC Case 3542 - Recommended Zoning






# Future Land Use Plan
## Case 3542

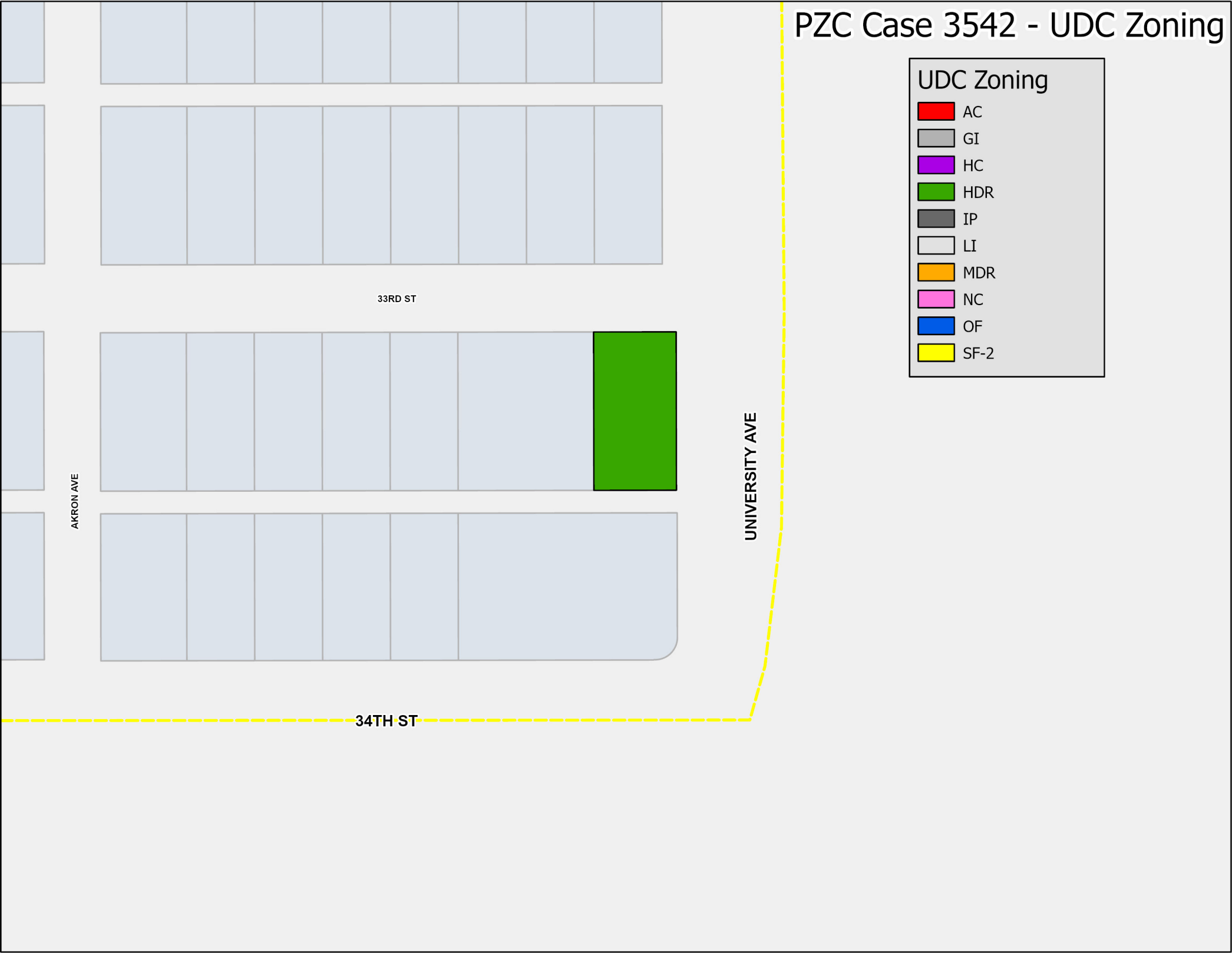
- Commercial
- Office
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential High Density

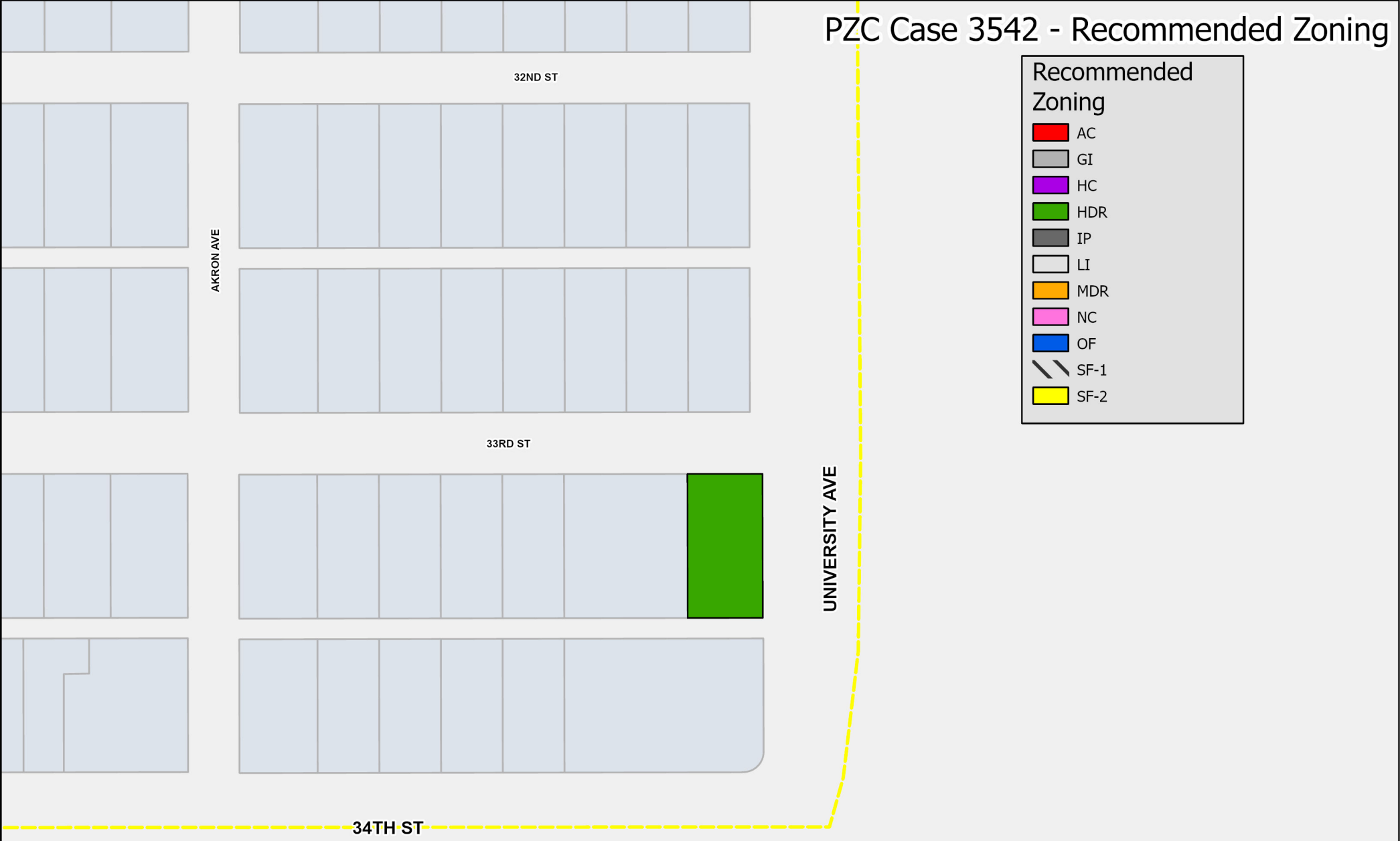
N

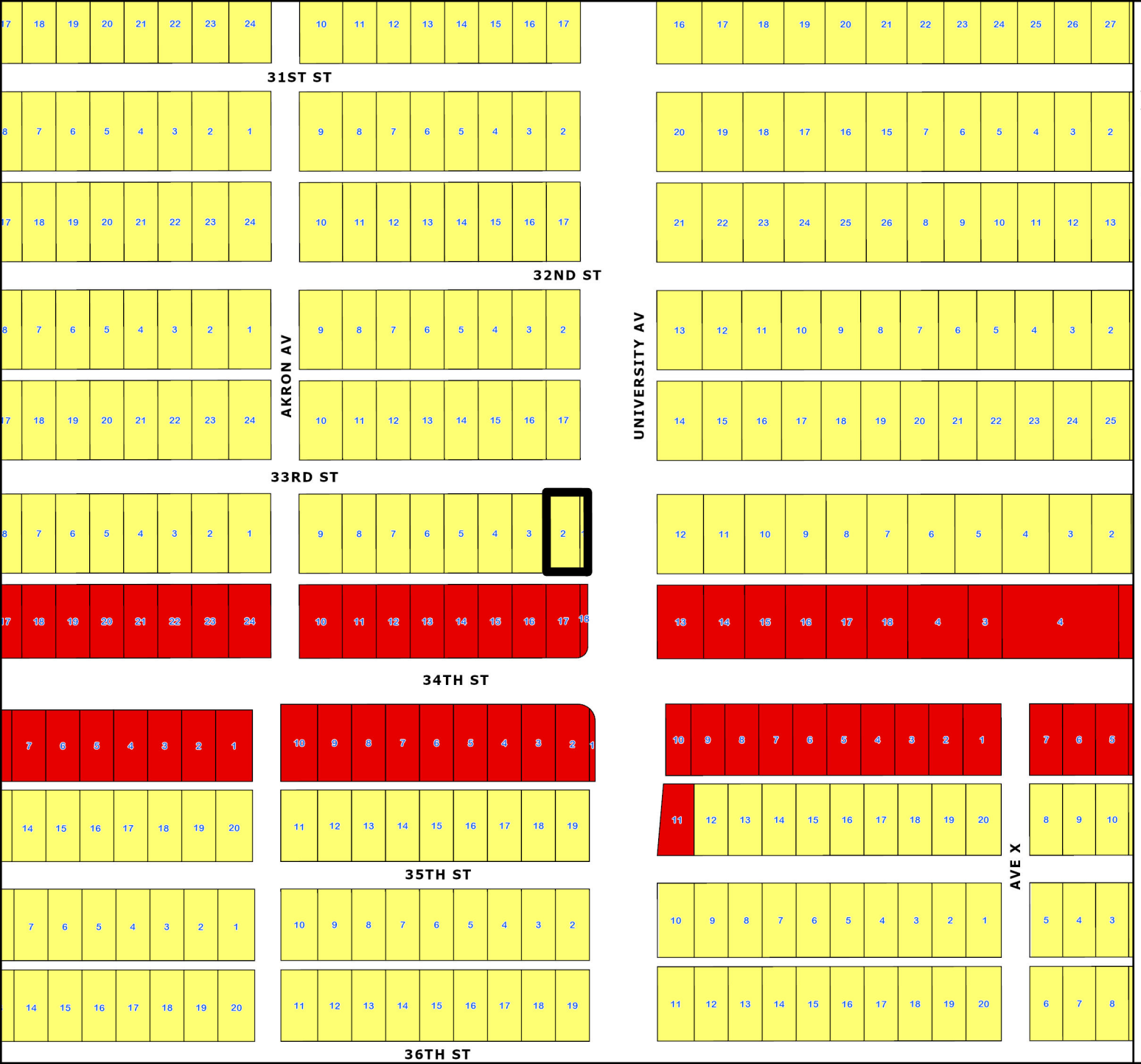
0 200 400 600 800 Feet

City of Lubbock TEXAS

Date Exported: February 2026


PZC Case 3542 - UDC Zoning
UDC Zoning
AC
GI
HC
HDR
IP
LI
MDR
NC
OF
SF-2
33RD ST
AKRON AVE
UNIVERSITY AVE
34TH ST


PZC Case 3542 - Recommended Zoning
Recommended Zoning
AC
GI
HC
HDR
IP
LI
MDR
NC
OF
SF-1
SF-2
32ND ST
AKRON AVE
33RD ST
UNIVERSITY AVE
34TH ST




# Future Land Use Plan
## Case 3542

**Commercial**

**Residential Low Density**

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: February 2026

# In Favor

- 4322 50th Street (R55789)
- Not part of Zone Change Request



# In Favor

- 3621 22nd Street (R117287)
- Not part of Zone Change Request



# Opposed

- 3705 22nd Street & 3601 22nd Place
- (R100958 & R49007)

- Not part of Zone Change Request



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.:** ***3542***

*In Favor* X

*Opposed* ____

**Reasons and/or Comments:**

Print Name _____

Signature: Sal Mazzamuto



Mr. Salvatore Mazzamuto
5907 93rd St
Lubbock, TX 79424

Address: _____

Address of Property Owned: 806-252-0921 - 4322-Foot

Phone Number: _____

Email: SALANDMARELINES@MSN.COM

Zone Case Number: **3542** R55789 Recipient 162 of 315

TOTOMAZZA INC
c/o SALVATORE MAZZAMUTO
5907 93RD ST
LUBBOCK TX 79424

RECEIVED
FEB 19 2026
BY:

## Kristen Sager

**From:** CityPlanning
**Sent:** Friday, February 27, 2026 1:54 PM
**To:** Kristen Sager
**Subject:** FW: P&Z Case 3542


**Kristen Sager, MPA, AICP**
Director of Planning
O: (806) 775-2109
ksager@mylubbock.us
1314 Avenue K
Lubbock, TX 79401


**From:** Mont McClendon <mont.mcclendon@mcdougal.com>
**Sent:** Friday, February 27, 2026 1:09 PM
**To:** CityPlanning <cityplanning@mylubbock.us>
**Subject:** P&Z Case 3542


**WARNING: This message was sent from outside the City of Lubbock's email system.**

**It could contain harmful attachments or links to harmful web pages.**


I represent 5 Star LBK Holdings, LLC. We received a notice of this case because we own property in the 3600 Block of 22nd Street.

We are in favor.

Mont McClendon


mont.mcclendon@mcdougal.com
General Counsel/COO

Phone: 806.793.0703 Fax: 806.577.4691

1500 Broadway, Suite 1500, Lubbock, TX 79401

This email is considered confidential and may contain information of an attorney-client privilege nature. If you are not the intended recipient, delete it and forget about it.

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.:** ***3542***

*In Favor* ____

*Opposed* /

**Reasons and/or Comments:**

Print Name Jesus Hidalgo

Signature: Jesus Hidalgo

Address: 3601 22nd Place, Lubbock, TX 79410

Address of Property Owned: 3601 22nd Place, Lubbock, TX 79410

Phone Number: 305-877-8066

Email: Jesusehidalgo@gmail.com

Zone Case Number: **3542** R100958

ISHB INVESTMENTS LLC
3601 22ND PL

LUBBOCK TX 79410

Recipient 79 of 315

RECEIVED
MAR 03 2026
BY:

AI# 14154
Regular City Council Meeting 6. 30.
04/14/2026:

## Information

### Agenda Item

**Ordinance 2nd Reading - Planning (District 4):** Consider Ordinance No. 2026-O0041 for Zone Case 3553, a request of Parkhill for Baxter Trusts, for a zone change from Low Density Single-Family District (SF-2), Medium Density Residential District (MDR), Neighborhood Commercial District (NC), and Auto-Urban Commercial District (AC) to Low Density Single-Family District (SF-2) and Auto-Urban Commercial District (AC), generally located west of Indiana Avenue and south of 114th Street, on 20.26 acres of unplatted land out of Block E-2, Section 22.

### Item Summary

The City Council unanimously approved this ordinance on a 1st reading at the March 24th City Council meeting.

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 March 5, 2026, and recommended approval of the request by a unanimous vote of 7-0-1.

### Fiscal Impact

None

### Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

## Attachments

Ordinance 3553
Staff Report 3553
Documentation 3553

**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 3553; A ZONING CHANGE FROM LOW DENSITY SINGLE-FAMILY DISTRICT (SF-2), MEDIUM DENSITY RESIDENTIAL DISTRICT (MDR), NEIGHBORHOOD COMMERCIAL DISTRICT (NC), AND AUTO-URBAN COMMERCIAL DISTRICT (AC) TO LOW DENSITY SINGLE-FAMILY DISTRICT (SF-2) AND AUTO-URBAN COMMERCIAL DISTRICT (AC), AT: GENERALLY LOCATED WEST OF INDIANA AVENUE AND SOUTH OF 114TH STREET, ON 20.26 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 22, CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.**

**WHEREAS,** the 2040 Future Land Use Plan, adopted by the City Council in 2018, 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,** Parkhill, for Baxter Trusts, filed the necessary paperwork to request a zone change from Low Density Single-Family District (SF-2), Medium Density Residential District (MDR), Neighborhood Commercial District (NC), and Auto-Urban Commercial District (AC) to Low Density Single-Family District (SF-2) and Auto-Urban Commercial District (AC), at: generally located west of Indiana Avenue and south of 114th Street, on 20.26 acres of unplatted land out of Block E-2, Section 22, City of Lubbock, Lubbock County, Texas; and

**WHEREAS,** the proposed changes in zoning as hereinafter were presented to the Planning and Zoning Commission and, after conducting the requisite public hearing and considering the evidence presented, voted to recommend to the City Council that they approve the proposed change in zoning classification; 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,** 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 Loc. Gov't 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 interested persons were provided an opportunity to speak on the proposed change; and after said hearing, 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; **NOW THEREFORE:**

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

**ZONE CASE NO. 3553**

**SECTION 1.** 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 Low Density Single-Family District (SF-2), Medium Density Residential District (MDR), Neighborhood Commercial District (NC), and Auto-Urban Commercial District (AC) to Low Density Single-Family District (SF-2) and Auto-Urban Commercial District (AC), at: Generally located west of Indiana Avenue and south of 114th Street, on 20.26 acres of unplatted land out of Block E-2, Section 22, City of Lubbock, Lubbock County, Texas.

METES AND BOUNDS DESCRIPTION: See attached *Exhibit A.*

**SECTION 2.** A 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.** 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.** 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

ccdocs II/ORD.2026.ZC 3553 Baxter 114th St
March 24, 2026

LEGEND:

CCFN: = County Clerk File Number
SDD = Street Dedication Deed
P&D = Plat and Dedication

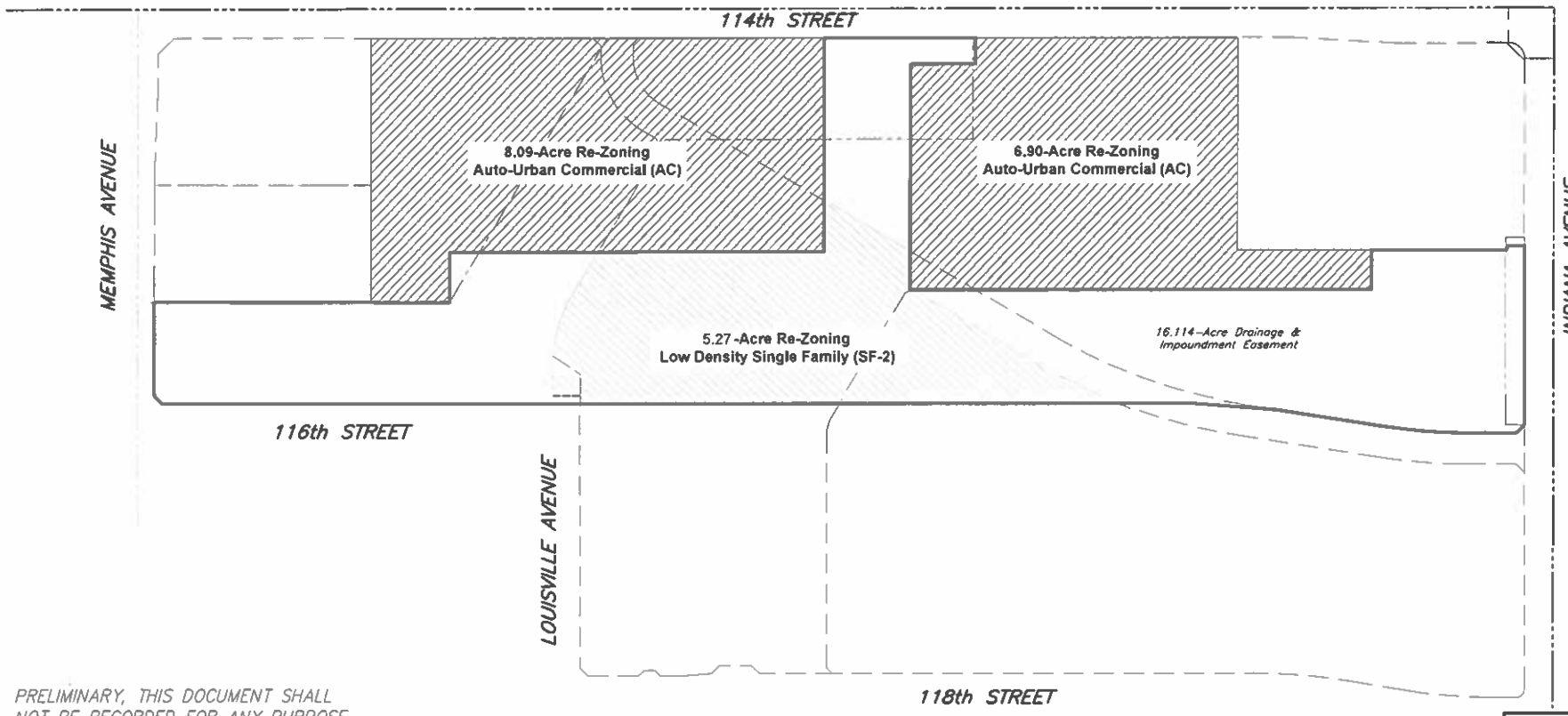
= Drainage and Impoundment Easement Line

= Tract Adjoiner/Lot Line

= Section Line

N

# A RE-ZONING EXHIBIT
# IN SECTION 22, BLOCK E-2
# L. A. PATILLO SURVEY, ABSTRACT NO. 744
# CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS




PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. RELEASED FOR REVIEW 12-12-2025.

0 200' 400'
Scale: 1" = 200'

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

# A 8.09-ACRE RE-ZONING TRACT
# IN SECTION 22, BLOCK E-2
# L. A. PATILLO SURVEY, ABSTRACT NO. 744
# CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

PARENT TRACTS: VOL. 1379, PG. 89, CCFN #2022027128, & CCFN #2021041419

LUBBOCK COUNTY, TEXAS.

LEGEND:

● = Set 1/2" iron rod with a plastic cap marked "PARKHILL RPLS 6889"

△ = Calculated Point

CCFN: = County Clerk File Number
SDD = Street Dedication Deed
P&D = Plat and Dedication

= Re-Zoning Boundary Line

= Tract Adjoiner/Lot Line

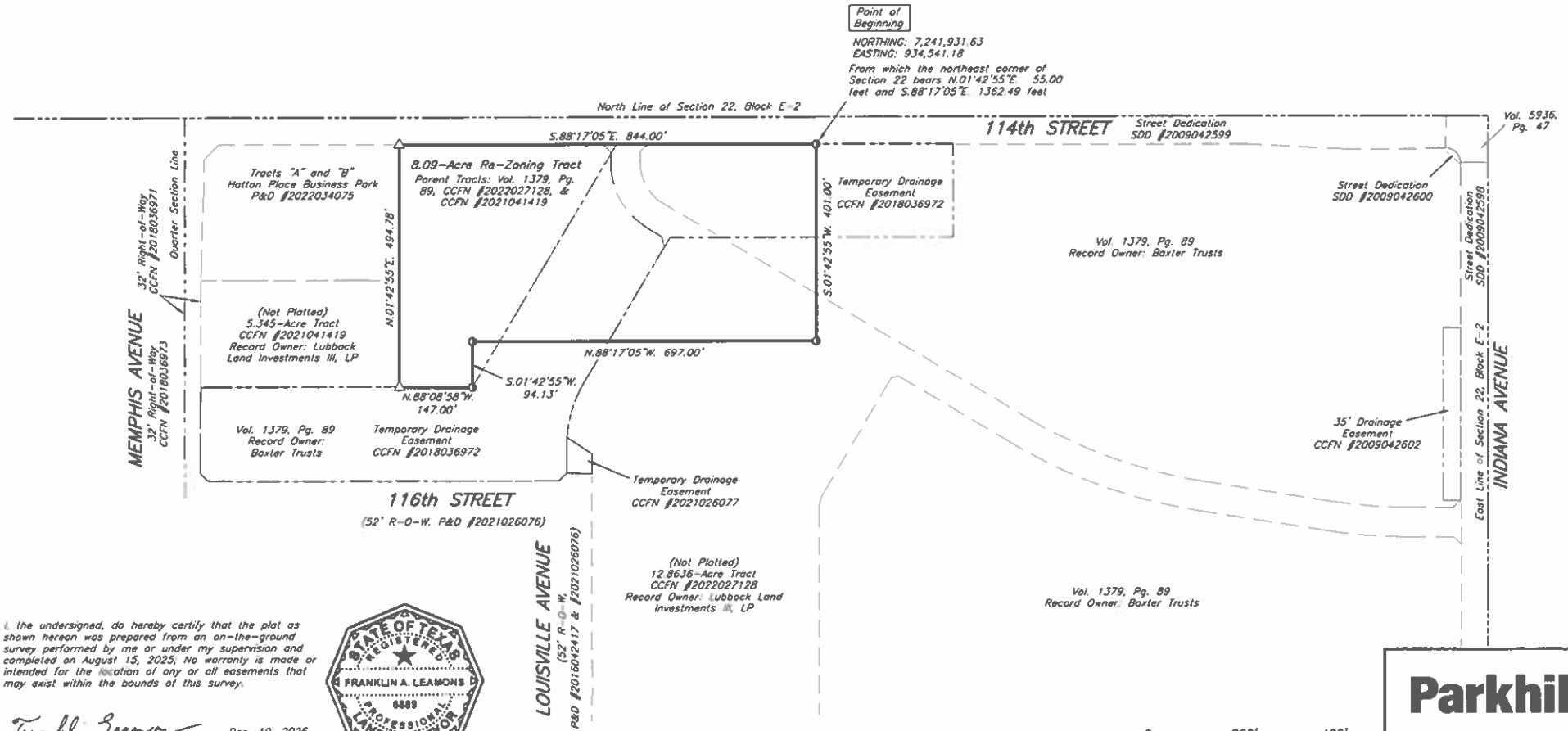
= Section Line

= Easement Line

N

SURVEYOR'S REPORT:

1. Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, North Central Zone 4202, NAD83.
2. Distances reported hereon are at surface using a combined scale factor of 0.999750424.
3. Areas reported hereon are based on calculations made at surface distances.
4. This survey was prepared without the benefit of a current title report/commitment. There may be easements, restrictions, and/or covenants affecting this property, not shown hereon.
5. This plat is invalid unless it bears the surveyor's original seal and signature.
6. A metes and bounds description accompanies this plat.




I, the undersigned, do hereby certify that the plat as shown hereon was prepared from an on-the-ground survey performed by me or under my supervision and completed on August 15, 2025; No warranty is made or intended for the location of any or all easements that may exist within the bounds of this survey.

STATE OF TEXAS REGISTERED FRANKLIN A. LEAMONS 6889 PROFESSIONAL LAND SURVEYOR

Franklin Leamons
R.P.L.S. 6889

Dec. 19, 2025
Date

0 200' 400'
Scale: 1" = 200'

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

Parkhill

## A 8.09-ACRE RE-ZONING TRACT
## IN SECTION 22, BLOCK E-2
## L. A. PATILLO SURVEY, ABSTRACT NO. 744,
## CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

An 8.09-acre re-zoning tract in Section 22, Block E-2, L. A. Patillo Survey, Abstract No. 744 in the City of Lubbock, Lubbock County, Texas, being situated in that certain tract conveyed to Ferman Royce Priddy and Gertrude Priddy, Trustees described in a warranty deed recorded in Volume 1379, Page 89 of the Official Real Property Records of Lubbock County, Texas, in that certain 12.8636-acre tract conveyed to Lubbock Land Investments III, LP described in a special warranty deed recorded in County Clerk File Number 2022027128 of the Official Public Records of Lubbock County, Texas, and in that certain 5.345-acre tract conveyed to Lubbock Land Investments III, LP described in a special warranty deed recorded in County Clerk File Number 2021041419 of said Official Public Records; said 8.09-acre re-zoning tract being more particularly described as follows and as surveyed on-the-ground under the supervision of Parkhill on August 15, 2025:

**BEGINNING** at a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set in the south line of 114th Street, dedicated to the City of Lubbock, Lubbock County Texas described in a street dedication deed recorded in County Clerk File Number 2009042599 of said Official Public Records, for the northeast corner hereof, said beginning point having coordinates of NORTHING: 7,241,931.63 and EASTING: 934,541.18, Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983, and from which the northeast corner of Section 22 bears *North 01 degrees 42 minutes 55 seconds East* a distance of 55.00 feet and *South 88 degrees 17 minutes 05 seconds East* a distance of 1362.49 feet;

**(1)** THENCE *South 01 degrees 42 minutes 55 seconds West* a distance of 401.00 feet crossing said Baxter Trusts tract and said 12.8636-acre tract to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set for the southeast corner hereof;

**(2)** THENCE *North 88 degrees 17 minutes 05 seconds West* a distance of 697.00 feet crossing said 12.8636-acre tract, said Baxter Trusts tract, and said 5.345-acre tract to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set for a corner hereof;

**(3)** THENCE *South 01 degrees 42 minutes 55 seconds West* a distance of 94.13 feet crossing said 5.345-acre tract and said Baxter Trusts tract to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set for a corner hereof;

**(4)** THENCE *North 88 degrees 08 minutes 58 seconds West* a distance of 147.00 feet crossing said Baxter Trusts tract to a point for the southwest corner hereof;

**(5)** THENCE *North 01 degrees 42 minutes 55 seconds East* a distance of 494.78 feet crossing said 5.345-acre tract along the east line of Tracts "A" and "B", Hatton Place Business Park, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed thereof recorded in Plat and Dedication 2022034075 of said Official Public Records to a point in the south line of said 114th Street, for the northeast corner of said Tract "B", a corner of said 5.345-acre tract, and the northwest corner hereof;

**(6)** THENCE *South 88 degrees 17 minutes 05 seconds East* a distance of 844.00 feet along the south line of said 114th Street, the north of said 5.345-acre tract, and the north line of said Baxter Trusts tract to the **POINT OF BEGINNING** containing 8.09 acres, more or less, and as shown on certified plat herewith.

Note: Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983. Distances reported hereon are surface using a combined scale factor of 0.999750424. Areas reported hereon are based on calculations made from surface distances. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those described hereon may affect this tract.

Surveyed by




Franklin Leamons
Registered Professional Land Surveyor #6889
Date: December 19, 2025



Texas Registered Surveying Firm # 10194091

# A 6.90-ACRE RE-ZONING TRACT
# IN SECTION 22, BLOCK E-2
# L. A. PATILLO SURVEY, ABSTRACT NO. 744
# CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

PARENT TRACTS: VOL. 1379, PG. 89 & CCFN #2022027128

LUBBOCK COUNTY, TEXAS.

LEGEND:

- ● = Set 1/2" iron rod with a plastic cap marked "PARKHILL RPLS 6889"
- △ = Calculated Point

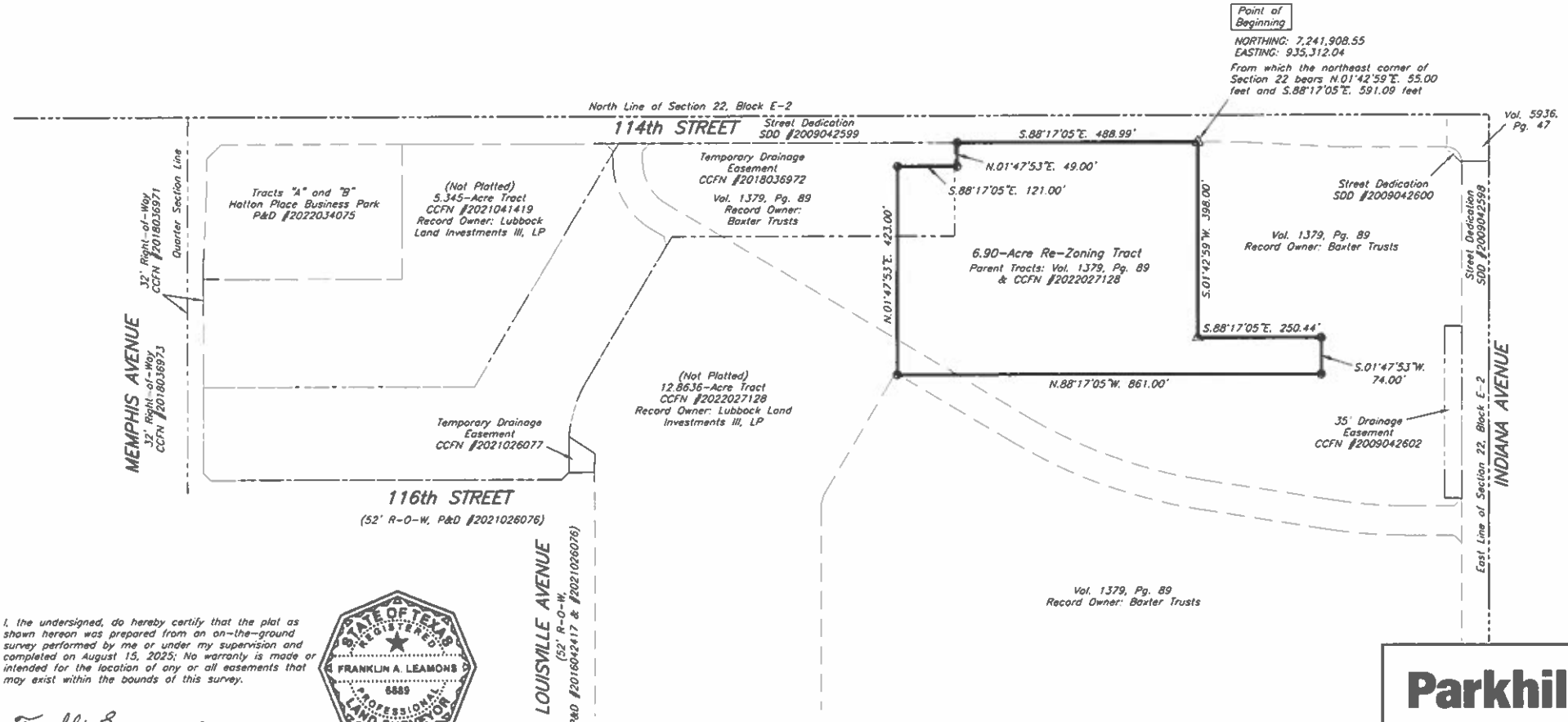
CCFN: = County Clerk File Number
SDD = Street Dedication Deed
P&D = Plat and Dedication

- = Re-Zoning Boundary Line
- = Tract Adjoiner/Lot Line
- = Section Line
- = Easement Line

N

SURVEYOR'S REPORT:

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2. Distances reported hereon are at surface using a combined scale factor of 0.999750424.
3. Areas reported hereon are based on calculations made at surface distances.
4. This survey was prepared without the benefit of a current title report/commitment. There may be easements, restrictions, and/or covenants affecting this property, not shown hereon.
5. This plat is invalid unless it bears the surveyor's original seal and signature.
6. A metes and bounds description accompanies this plat.




I, the undersigned, do hereby certify that the plat as shown hereon was prepared from an on-the-ground survey performed by me or under my supervision and completed on August 15, 2025; No warranty is made or intended for the location of any or all easements that may exist within the bounds of this survey.

STATE OF TEXAS REGISTERED FRANKLIN A. LEAMONS 6889 PROFESSIONAL LAND SURVEYOR

Franklin Leamons
R.P.L.S. 6889

Dec. 19, 2025
Date

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194081

Parkhill

## A 6.90-ACRE RE-ZONING TRACT
## IN SECTION 22, BLOCK E-2
## L. A. PATILLO SURVEY, ABSTRACT NO. 744,
## CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

A 6.90-acre re-zoning tract in Section 22, Block E-2, L. A. Patillo Survey, Abstract No. 744 in the City of Lubbock, Lubbock County, Texas, being situated in that certain tract conveyed to Ferman Royce Priddy and Gertrude Priddy, Trustees described in a warranty deed recorded in Volume 1379, Page 89 of the Official Real Property Records of Lubbock County, Texas and in that certain 12.8636-acre tract conveyed to Lubbock Land Investments III, LP described in a special warranty deed recorded in County Clerk File Number 2022027128 of the Official Public Records of Lubbock County, Texas; said 6.90-acre re-zoning tract being more particularly described as follows and as surveyed on-the-ground under the supervision of Parkhill on August 15, 2025:

**BEGINNING** at a point in the south line of 114th street, dedicated to the City of Lubbock, Lubbock County Texas described in a street dedication deed recorded in County Clerk File Number 2009042599 of said Official Public Records, for the most northerly northeast corner hereof, said beginning point having coordinates of NORTHING: 7,241,908.55 and EASTING: 935,312.04, Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983, and from which the northeast corner of Section 22 bears *North 01 degrees 42 minutes 59 seconds East* a distance of 55.00 feet and *South 88 degrees 17 minutes 05 seconds East* a distance of 591.09 feet;

**(1)** THENCE *South 01 degrees 42 minutes 59 seconds West* a distance of 398.00 feet crossing said Baxter Trusts tract to a point for a corner hereof;

**(2)** THENCE *South 88 degrees 17 minutes 05 seconds East* a distance of 250.44 feet crossing said Baxter Trusts tract to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set for a corner hereof;

**(3)** THENCE *South 01 degrees 47 minutes 53 seconds West* a distance of 74.00 feet crossing said Baxter Trusts tract to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set for the southeast corner hereof;

**(4)** THENCE *North 88 degrees 17 minutes 05 seconds West* a distance of 861.00 feet crossing said Baxter Trusts tract and said 12.8636-acre tract to a point for the southwest corner hereof;

**(5)** THENCE *North 01 degrees 47 minutes 53 seconds East* a distance of 423.00 feet crossing said 12.8636-acre tract and said Baxter Trusts tract to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set for a corner hereof;

**(6)** THENCE *South 88 degrees 17 minutes 05 seconds East* a distance of 121.00 feet crossing said Baxter Trusts tract to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set for a corner hereof;

**(7)** THENCE *North 01 degrees 47 minutes 53 seconds East* a distance of 49.00 feet crossing said Baxter Trusts tract to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set in the south line of said 114th Street, for a corner hereof;

**(8)** THENCE *South 88 degrees 17 minutes 05 seconds East* a distance of 488.99 feet along the south line of said 114th Street to the **POINT OF BEGINNING** containing 6.90 acres, more or less, and as shown on certified plat herewith.

Note: Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983. Distances reported hereon are surface using a combined scale factor of 0.999750424. Areas reported hereon are based on calculations made from surface distances. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those described hereon may affect this tract.

Surveyed by

Franklin Leamons
Registered Professional Land Surveyor #6889
Date: December 19, 2025






Texas Registered Surveying Firm # 10194091

# A 5.27-ACRE RE-ZONING TRACT
# IN SECTION 22, BLOCK E-2
# L. A. PATILLO SURVEY, ABSTRACT NO. 744
# CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

PARENT TRACTS: VOL. 1379, PG. 89, CCFN #2022027128, & P&D 2021026076
LUBBOCK COUNTY, TEXAS.

LEGEND:

- ◐ = Set 1/2" iron rod with a plastic cap marked "PARKHILL RPLS 6889"
- ● = Found 1/2" iron rod
- △ = Calculated Point

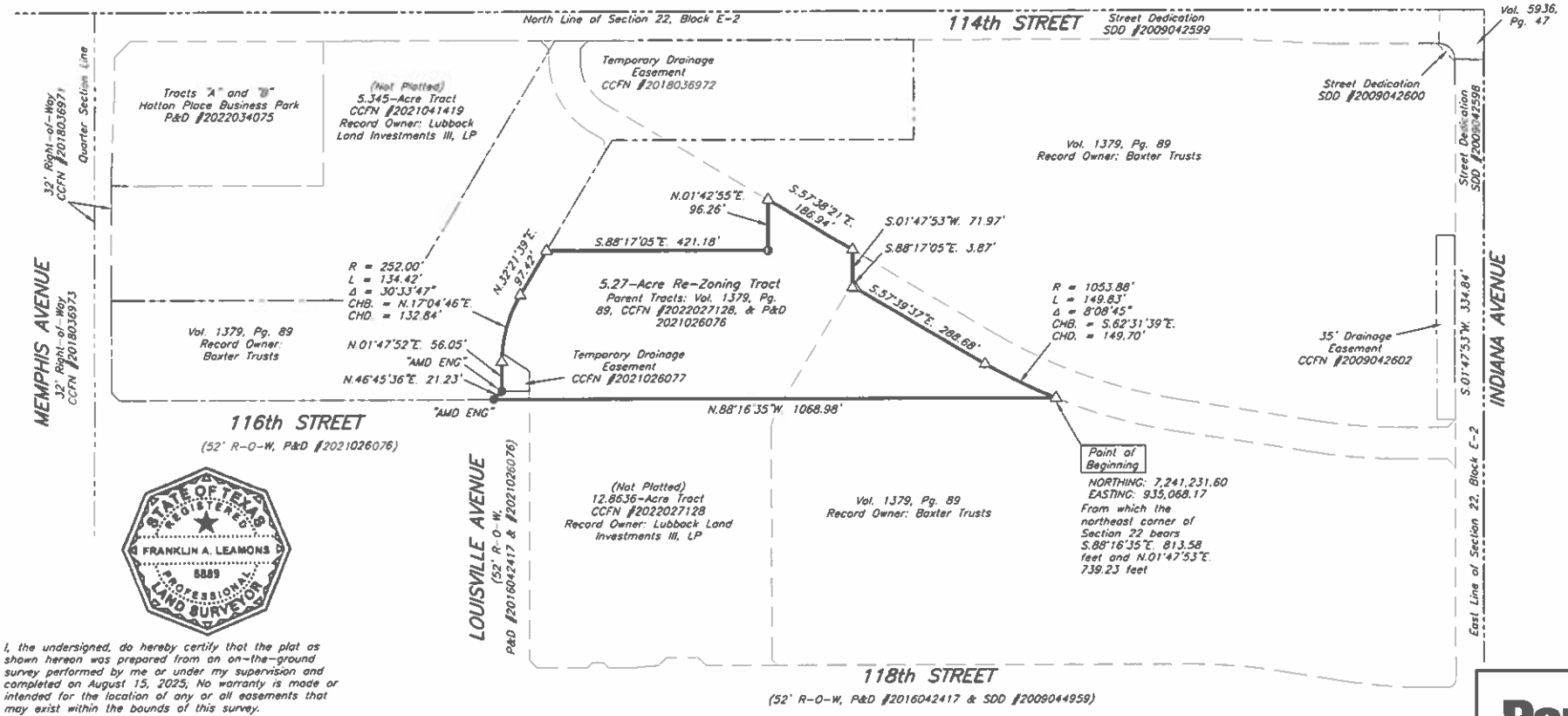
CCFN: = County Clerk File Number
SDD = Street Dedication Deed
P&D = Plat and Dedication

- = Re-Zoning Boundary Line
- = Tract Adjoiner/Lot Line
- = Section Line
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N

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5. This plat is invalid unless it bears the surveyor's original seal and signature.
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STATE OF TEXAS REGISTERED FRANKLIN A. LEAMONS 6889 PROFESSIONAL LAND SURVEYOR

I, the undersigned, do hereby certify that the plat as shown hereon was prepared from an on-the-ground survey performed by me or under my supervision and completed on August 15, 2025; No warranty is made or intended for the location of any or all easements that may exist within the bounds of this survey.

Franklin Leamons
R.P.L.S. 6889

Dec. 19, 2025
Date

0 200' 400'
Scale: 1" = 200'

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194081

Parkhill

## A 5.27-ACRE RE-ZONING TRACT
## IN SECTION 22, BLOCK E-2
## L. A. PATILLO SURVEY, ABSTRACT NO. 744,
## CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

A 5.27-acre re-zoning tract in Section 22, Block E-2, L. A. Patillo Survey, Abstract No. 744 in the City of Lubbock, Lubbock County, Texas, being situated in that certain tract conveyed to Ferman Royce Priddy and Gertrude Priddy, Trustees described in a warranty deed recorded in Volume 1379, Page 89 of the Official Real Property Records of Lubbock County, Texas, in that certain 12.8636-acre tract conveyed to Lubbock Land Investments III, LP described in a special warranty deed recorded in County Clerk File Number 2022027128 of the Official Public Records of Lubbock County, Texas, and in Louisville Avenue, dedicated with the plat of Hatton Place, Lots 308 through 338, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed thereof recorded in Plat and Dedication 2021026076 of said Official Public Records; said 5.27-acre re-zoning tract being more particularly described as follows and as surveyed on-the-ground under the supervision of Parkhill on August 15, 2025:

**BEGINNING** at a point in the south line of said 12.8636-acre tract, for the southeast corner hereof, said beginning point having coordinates of NORTHING: 7,241,231.60 and EASTING: 935,068.17, Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983, and from which the northeast corner of Section 22 bears *South 88 degrees 16 minutes 35 seconds East* a distance of 813.58 feet and *North 01 degrees 47 minutes 53 seconds East* a distance of 739.23 feet;

**(1)** THENCE *North 88 degrees 16 minutes 35 seconds West* a distance of 1068.98 feet crossing said Baxter Trusts tract, said 12.8636-acre tract, and said Louisville Avenue to a 1/2-inch iron rod with a plastic cap marked "AMD ENGINEERING" found at a corner of 116th Street, dedicated with said plat of Hatton Place, Lots 308 through 338 and a corner of said Baxter Trusts tract, for the southwest corner hereof;

**(2)** THENCE *North 46 degrees 45 minutes 36 seconds East* a distance of 21.23 feet along the north line of said 116th Street to a 1/2-inch iron rod with a plastic cap marked "AMD ENGINEERING" for a corner of said 116th Street and a corner of said 12.8636-acre tract, for a corner hereof;

**(3)** THENCE *North 01 degrees 47 minutes 52 seconds East* a distance of 56.05 feet along the west line of said 12.8636-acre tract to a point for a corner of said 12.8636-acre tract and a corner hereof;

**(4)** THENCE along a tangent curve to the right having an arc length of 134.42 feet, a radius of 252.00 feet, and a chord that bears *North 17 degrees 04 minutes 46 seconds East* a distance of 132.84 feet along the west line of said 12.8636-acre tract to a point for a corner of said 12.8636-acre tract and a corner hereof;

**(5)** THENCE *North 32 degrees 21 minutes 39 seconds East* a distance of 97.42 feet along the west line of said 12.8636-acre tract to a point for a corner of said 12.8636-acre tract and a corner hereof;

**(6)** THENCE *South 88 degrees 17 minutes 05 seconds East* a distance of 421.18 feet crossing said 12.8636-acre tract to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set for a corner hereof;

**(7)** THENCE *North 01 degrees 42 minutes 55 seconds East* a distance of 96.26 feet crossing said 12.8636-acre tract to a point in the north line of said 12.8636-acre tract, for a corner hereof;

**(8)** THENCE *South 57 degrees 38 minutes 21 seconds East* a distance of 186.94 feet along the north line of said 12.8636-acre tract to a point for a corner hereof;

**(9)** THENCE *South 01 degrees 47 minutes 53 seconds West* a distance of 71.97 feet crossing said 12.8636-acre tract to a point for a corner hereof;

**(10)** THENCE *South 88 degrees 17 minutes 05 seconds East* a distance of 3.87 feet crossing said 12.8636-acre tract to a point for a corner hereof;

**(11)** THENCE *South 57 degrees 39 minutes 37 seconds East* a distance of 288.68 feet to a point for a corner of said 12.8636-acre tract and a corner hereof;

**(12)** THENCE along a non-tangent curve to the left having an arc length of 149.83 feet, a radius of 1053.88 feet, and a chord that bears *South 62 degrees 31 minutes 39 seconds East* a distance of 149.70 feet along the south line of said 12.8636-acre tract to the **POINT OF BEGINNING** containing 5.27 acres, more or less, and as shown on certified plat herewith.

Note: Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983. Distances reported hereon are surface using a combined scale factor of 0.999750424. Areas reported hereon are based on calculations made from surface distances. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those described hereon may affect this tract.

Surveyed by

Franklin Leamons
Registered Professional Land Surveyor #6889
Date: December 19, 2025



| Staff Report | Zone Case 3553 |
|---|---|
| City Council Meeting | March 24, 2026 |

**Applicant** Parkhill

**Property Owner** Baxter Trusts

**Council District** 4

**Prior Board or Council Action**

- August 23, 1979, Ordinance No. 007900: A portion of the subject properties was annexed into city limits and zoned Transition District (T).
- January 14, 1999, Ordinance No. 010117: A portion of the subject properties was annexed into city limits and zoned T.
- June 23, 2005, Ordinance No. 2005-O0067: A portion of the subject properties was annexed into city limits and zoned T.
- July 8, 2010, Ordinance No. 2010-O0051, Zone Case 3135: A portion of the subject properties was rezoned from T to General Retail District (C-3).
- April 13, 2017, Ordinance No. O0040, Zone Case 3309: A portion of the subject properties was rezoned from T to Single-Family District Specific Use for Reduced Setbacks (R-1 Specific Use).
- February 9, 2021, Ordinance No. 2021-O0013, Zone Case 3309-A: A portion of the subject properties was rezoned from R-1 Specific Use for Reduced Setbacks to Two-Family District (R-2).
- June 8, 2021, Ordinance No. 2021-O0069, Zone Case 3433: A portion of the subject properties was rezoned from T to Restricted Local Retail District (C-2A).
- January 11, 2022, Ordinance No. 2021-O00183, Zone Case 3309-B: A portion of the subject properties was rezoned from R-1 Specific Use for Reduced Setbacks to R-2.
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject properties were rezoned from T to Low Density Single-Family District (SF-2), R-2 to Medium Density Residential District (MDR), C-2A to Neighborhood Commercial District (NC), and C-3 to Auto-Urban Commercial District (AC) with the adoption of the Unified Development Code.
- March 5, 2026, Zone Case 3553: The Planning and Zoning Commission recommended approval of a zone change from Low Density Single-Family District (SF-2), Medium Density Residential District (MDR), Neighborhood Commercial District (NC), and Auto-Urban Commercial District (AC) to Low Density Single-Family District (SF-2) and Auto-Urban Commercial District (AC) by a vote of 7-0-1.

**Notification Summary**

- Notifications Sent: 45
- Received In Favor: 30
- Received In Opposition: 0

**Site Conditions and History**

The subject properties consist of 20.26 acres of unplatted land out of Block E-2, Section 22. Currently, the property is undeveloped, vacant land.

**Adjacent Property Development**

The properties to the north are zoned Low Density Single-Family District (SF-2) and Auto-Urban Commercial District (AC). The properties to the east are zoned SF-2, Neighborhood Commercial District (NC), and AC. The western properties are zoned SF-2 and NC. The properties to the south are zoned SF-2, Medium Density Residential District (MDR), NC, and AC. There is commercial development and undeveloped, vacant land to the west and residential development and undeveloped, vacant land to the south. To the north and east is undeveloped, vacant land.

**Zoning Request and Analysis**

*Item Summary*

The subject properties are generally located west of Indiana Avenue and south of 114th Street, on 20.26 acres of unplatted land out of Block E-2, Section 22. The applicant is requesting a zone change from Low Density Single-Family District (SF-2), Medium Density Residential District (MDR), Neighborhood Commercial District (NC), and Auto-Urban Commercial District (AC) to Low Density Single-Family District (SF-2) and Auto-Urban Commercial District (AC).

| | |
|---|---|
| **Current zoning:** | **Low Density Single-Family District (SF-2), Medium Density Residential District (MDR), Neighborhood Commercial District (NC), and Auto-Urban Commercial District (AC)** |
| **Requested zoning:** | **Low Density Single-Family District (SF-2) and Auto-Urban Commercial District (AC)** |

*Intent Statements*

The intent of the existing and requested Low Density Single-Family District (SF-2) is to provide for two types of residential subdivisions:

A. Conventional. Smaller to moderately-sized lots for dwellings on public utilities. Any open space is located on private lots.

B. Cluster. Clustering of smaller-sized lots for dwellings with an increased percentage of common open space compared to cluster developments in the SF-1 district to maintain the intended character of the district while providing for buffering between lower and higher density adjacent neighborhoods, as well as for recreational amenities and resource protection.

The intent of the existing Medium Density Residential District (MDR) is to provide for "a village neighborhood environment of smaller-sized lots, to include dwellings such as duplexes, townhouses, and multiplexes."

The intent of the existing Neighborhood Commercial District (NC) is to provide for "small-scale retail and moderate density residential uses located away from major intersections (nodes), with building and site design standards that are compatible and have adjacent residential uses."

The intent of the existing and 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."

*Traffic Network/Infrastructure Impacts*

The location is along 114th Street, which is designated as a Minor Arterial Street, and 116th Street and Louisville Avenue, which are designated as Local Streets by the Master Thoroughfare Plan, 2018. Arterial streets are continuous routes whose function is to serve high volume needs of local traffic and regional traffic. Local streets typically provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

*Compatibility with Surrounding Property*
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

*Conformance with Comprehensive Plan Principles and Future Land Use Map*
The Future Land Use Map designates this area for Residential and Commercial land uses. The southernmost portion of this request conforms to the Residential designation. Although the two northern portions of this request do not fully align with the Comprehensive Plan principles, they would be appropriate due to their location along an Arterial Street and proximity to the Retail Node at 114th Street and Indiana Avenue. Therefore, this request is in moderate conformance with 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 SF-2 and 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 3553

**Allowable Uses:** Low Density Single-Family District (SF-2) and Auto-Urban Commercial District (AC)

**Transportation:** The proposed development has points of access from 114th Street, 116th Street, and Louisville Avenue.

| Thoroughfare | Existing | Per Thoroughfare Development Plan |
|---|---|---|
| 114th Street, Minor Arterial (partial) | R.O.W. 62 feet, 5 lanes, undivided, paved. | R.O.W. 66 feet, 5 lanes, undivided, paved. |
| 116th Street, Local Street | R.O.W. 31 feet, 2 lanes, undivided, paved. | R.O.W. 31 feet, 2 lanes, undivided, paved. |
| Louisville Avenue, Local Street | R.O.W. 31 feet, 2 lanes, undivided, paved. | R.O.W. 31 feet, 2 lanes, 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 4

3.2 **Zone Case 3553:** Parkhill for Baxter Trusts, request for a zone change from Low Density Single-Family District (SF-2), Medium Density Residential District (MDR), Neighborhood Commercial District (NC), and Auto-Urban Commercial District (AC) to Low Density Single-Family District (SF-2) and Auto-Urban Commercial District (AC), at:

- Generally located west of Indiana Avenue and south of 114th Street, on 20.26 acres of unplatted land out of Block E-2, Section 22.

**PLANNER SAMUEL BRACKEEN** gave a presentation and answered questions from the Commission. Staff has no objection to the request.

**APPLICANT ALAN HOLLY**, 4222 85th Street, with Parkhill, gave comments about the request and answered questions from the Commission. The request for AC zoning along 114th Street will provide a broader range of uses. They have a revised cut and fill plan that aligns with the SF-2 zoning request.

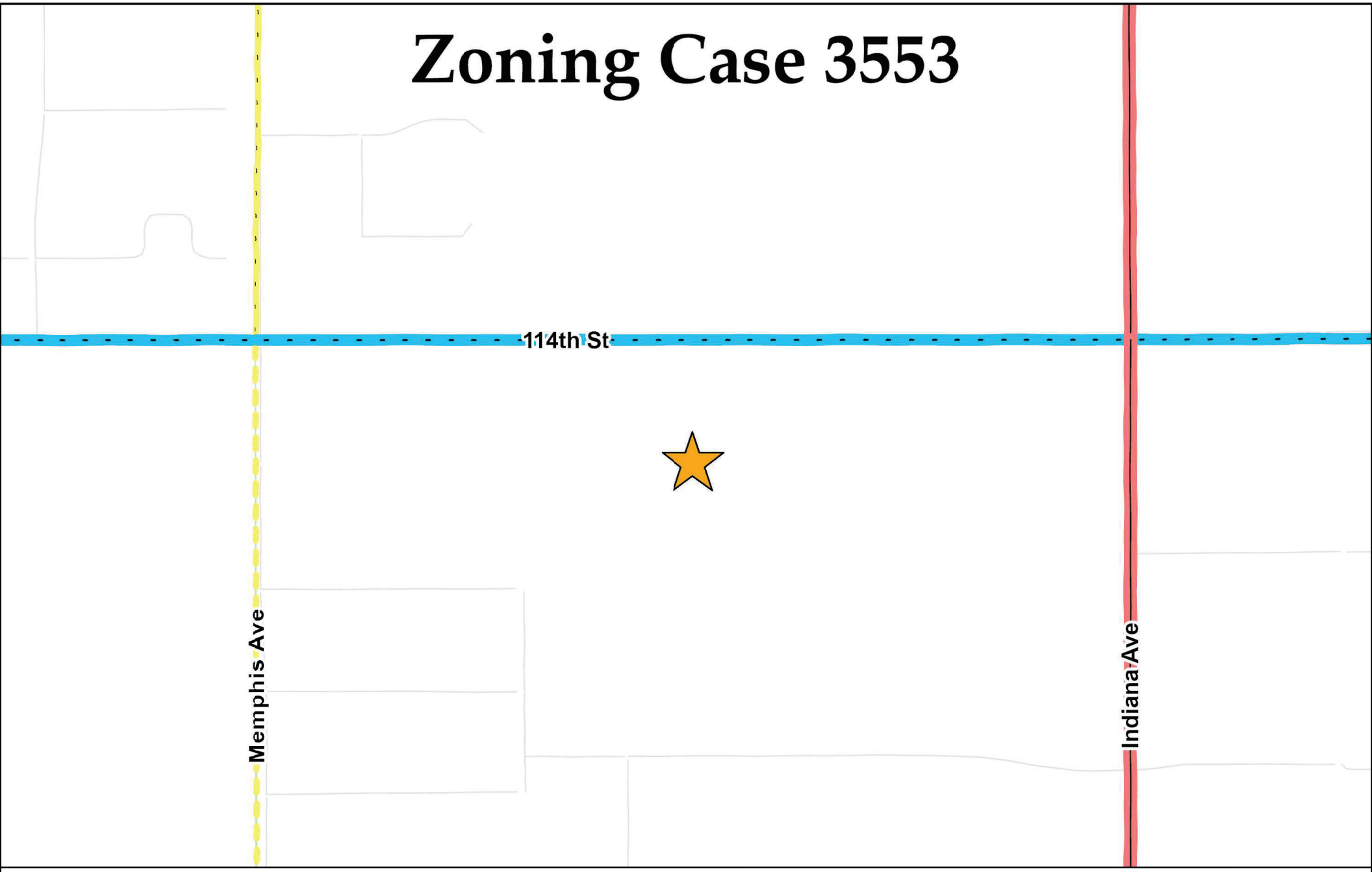
**IN FAVOR ANDY BEAN,** 12203 Quaker Avenue, with Lubbock Land Group, gave comments about the request and answered questions from the Commission. He provided a concept site plan showing a proposed layout for the project.

No one appeared to speak in opposition to the request.

In the matter of **Zone Case 3553**, a motion was made by **DREW GRAY** and seconded by **SCOTT GLOYNA** to approve the request as presented. The Commission voted 7 (in favor) to 0 (in opposition) with 1 (recusal) to approve the motion. The case will be forwarded to City Council for consideration.

**TAREK REDWAN** recused from the case.

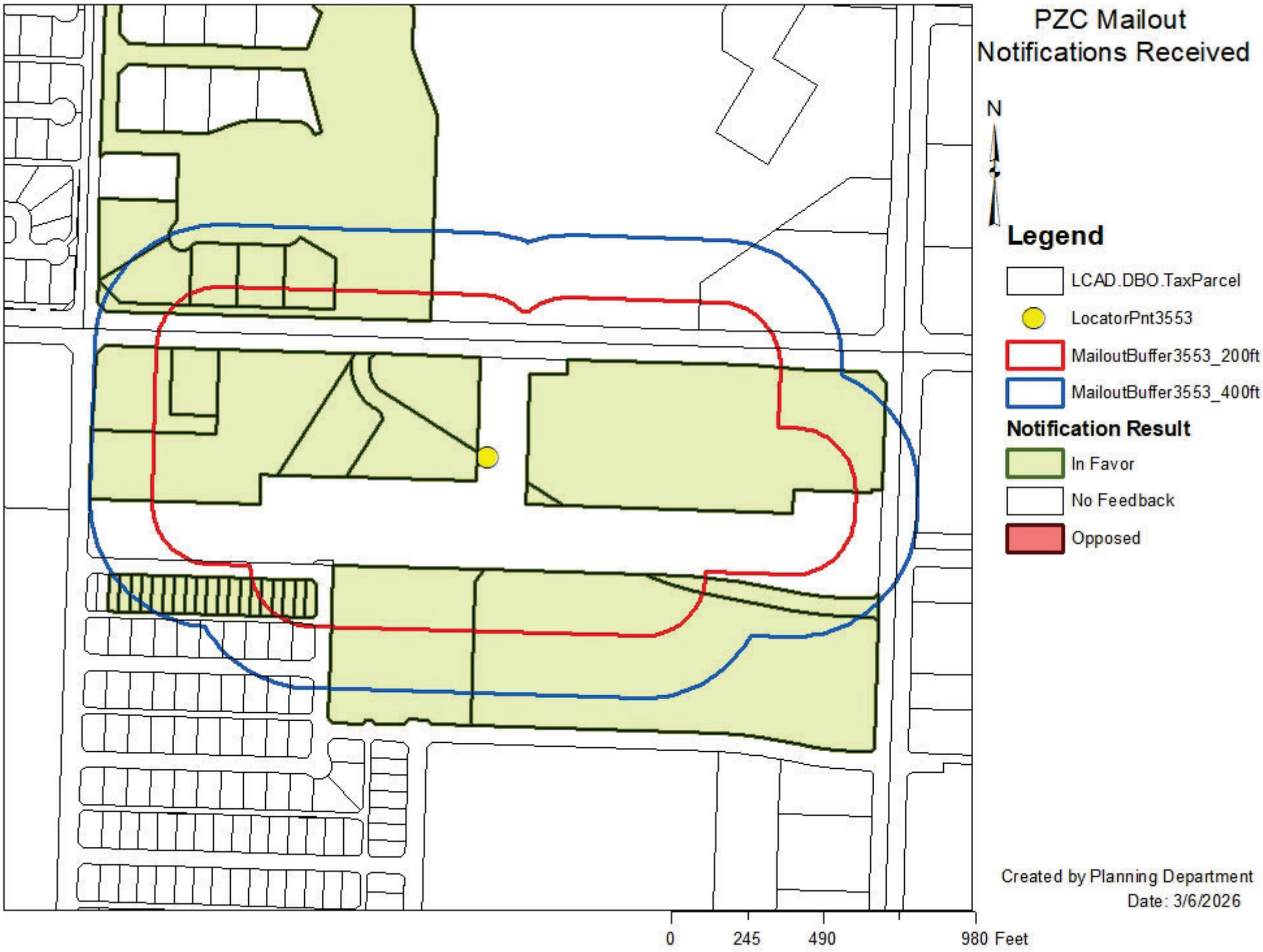
# Zoning Case 3553



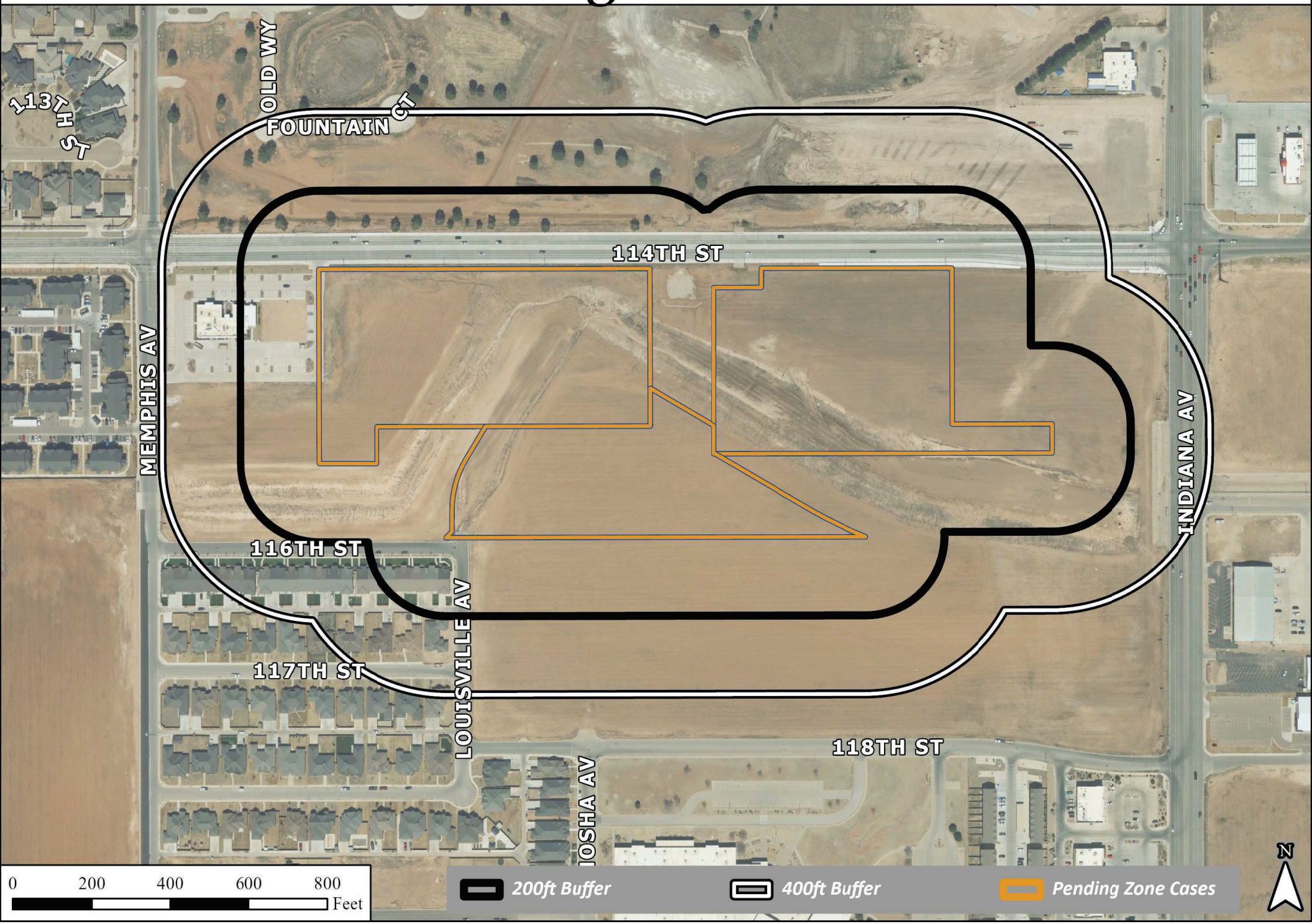

| Collector | Minor Arterial | Modified Arterial | Principal Arterial | Freeway |
|---|---|---|---|---|
| Completed | Completed | Partial | Completed | Completed |
| Partial | Partial | Future | Partial | Partial |
| Future | Future | | Future | Proposed Outer Loop |

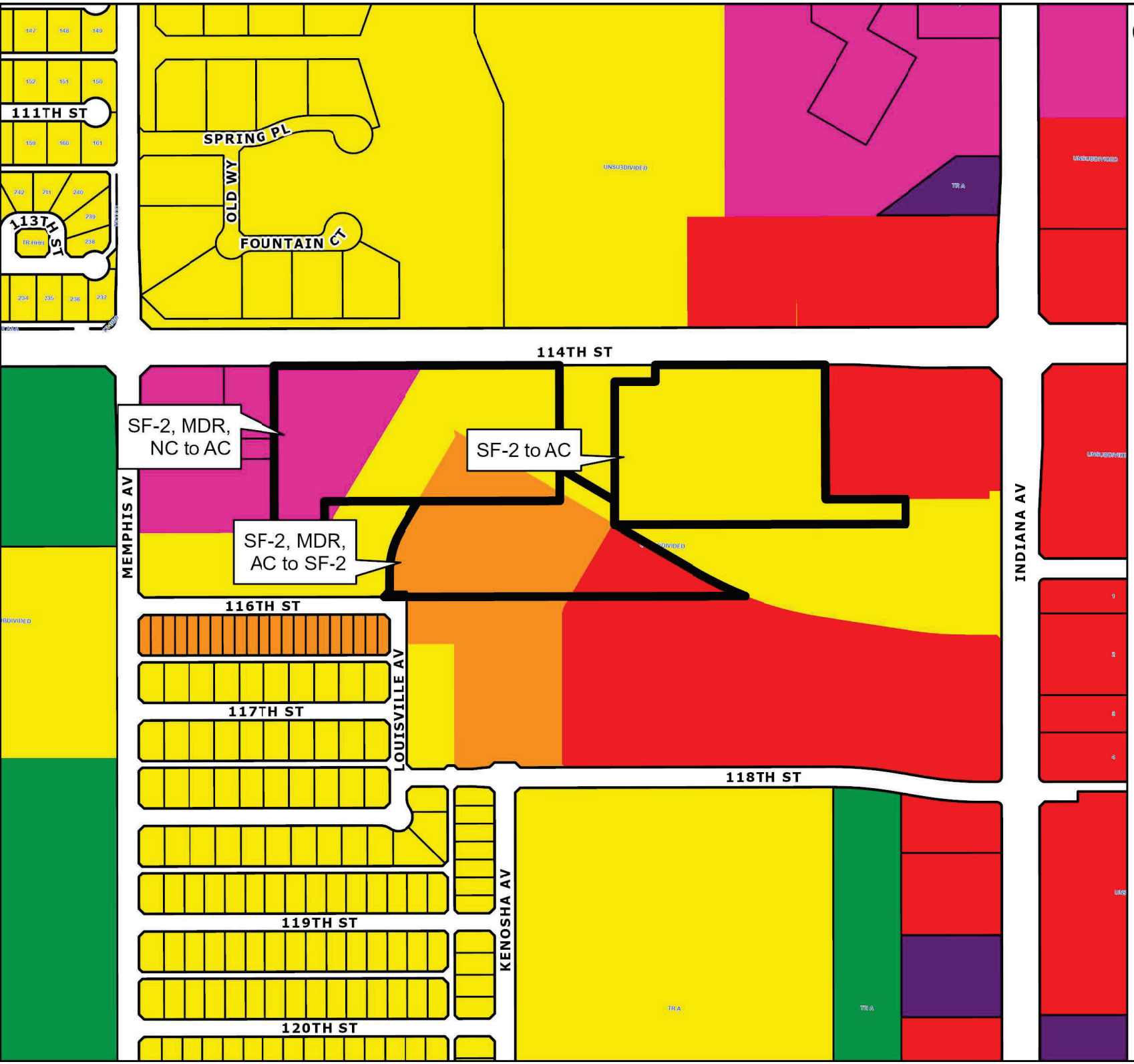
N
W E
S

Date Exported: February 2026


PZC Mailout
Notifications Received
N
Legend
LCAD.DBO.TaxParcel
LocatorPnt3553
MailoutBuffer3553_200ft
MailoutBuffer3553_400ft
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 3/6/2026
0
245
490
980 Feet

# Zoning Case 3553






# Current Zoning
## 3553

### Zoning Districts

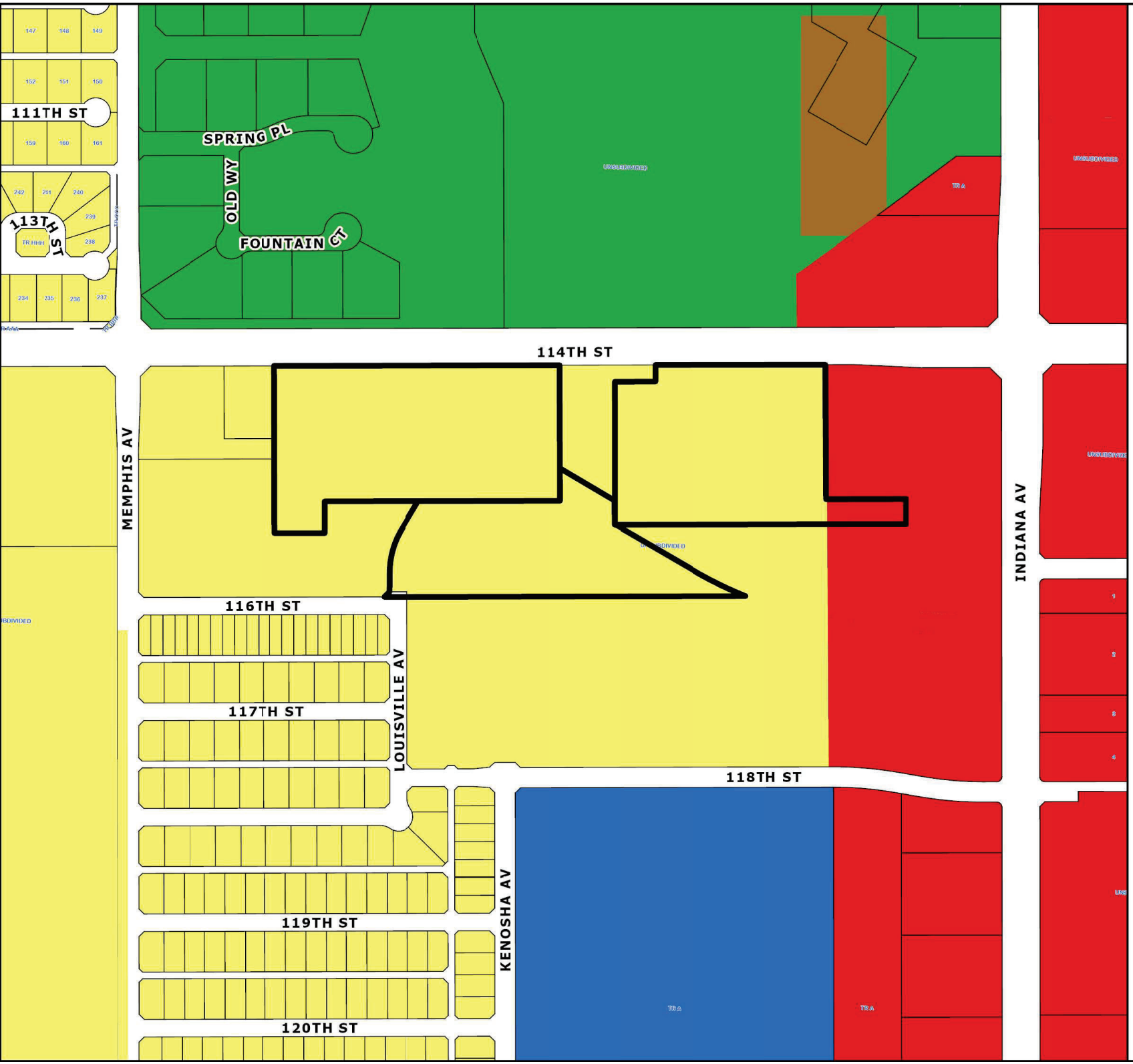
- Auto-Urban Commercial (AC)
- Heavy Commercial (HC)
- High Density Residential (HDR)
- Medium Density Residential (MDR)
- Neighborhood Commercial (NC)
- Low Density Single Family (SF-2)

N

0 100 200 300 400 500 Feet

City of Lubbock TEXAS

Date Exported: February 2026




# Future Land Use Plan
## Case 3553

- Commercial
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential High Density

N

0 100 200 300 400 500
Feet

City of Lubbock TEXAS

Date Exported: February 2026

# 3553



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: Southwest corner of 114th Street and Indiana Avenue

Lots/Tracts: Portion of TR C, C1A & C1A4

Survey & Abstract: BLK E2 Sec 22 AB 744

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 20.26

Existing Land Use: Agricultural Land Existing Zoning: NC, MDR AND SF-2

Requested Zoning: AC AND SF-2

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

## Representative/Agent Information (if different from owner)

Firm Name: Parkhill

Name: Tarek Redwan, P.E.

Address: 4222 85th Street City: Lubbock State: Texas

ZIP Code: 79423 Telephone: (806) 544-5164 Email: tredwan@parkhill.com

Applicant's Signature: Tarek Redwan

Date: 12/22/2025 Printed Name: TAREK REDWAN, P.E.

## Owner Information

Firm Name: Baxter Trusts

Owner: Andy Bean

Address: 12203 Quaker Avenue, STE 2 City: Lubbock State: TX

ZIP Code: 79424 Telephone: (806) 290-0943 Email: andy@lubbocklandcompany.com

Property Owner's Signature: Andy Bean

Date: 12/22/2025 Printed Name: ANDY BEAN

## Preparer Information

Preparer's Signature: Tarek Redwan

Date: 12/22/2025 Printed Name: TAREK REDWAN, 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.

LEGEND:

CCFN: = County Clerk File Number
SDD = Street Dedication Deed
P&D = Plat and Dedication

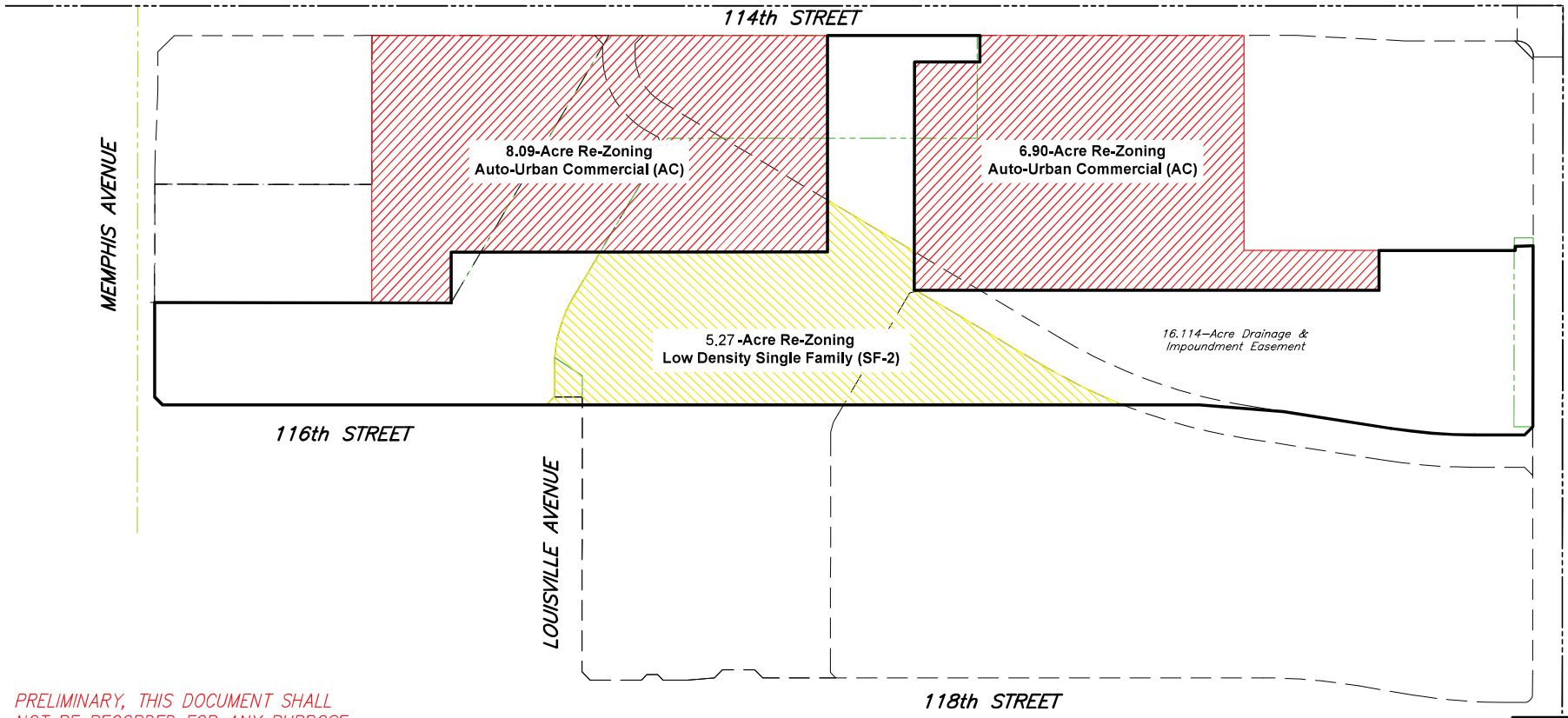
= Drainage and Impoundment Easement Line

= Tract Adjoiner/Lot Line

= Section Line

N

# A RE-ZONING EXHIBIT
# IN SECTION 22, BLOCK E-2
# L. A. PATILLO SURVEY, ABSTRACT NO. 744
# CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS




PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. RELEASED FOR REVIEW 12-12-2025.

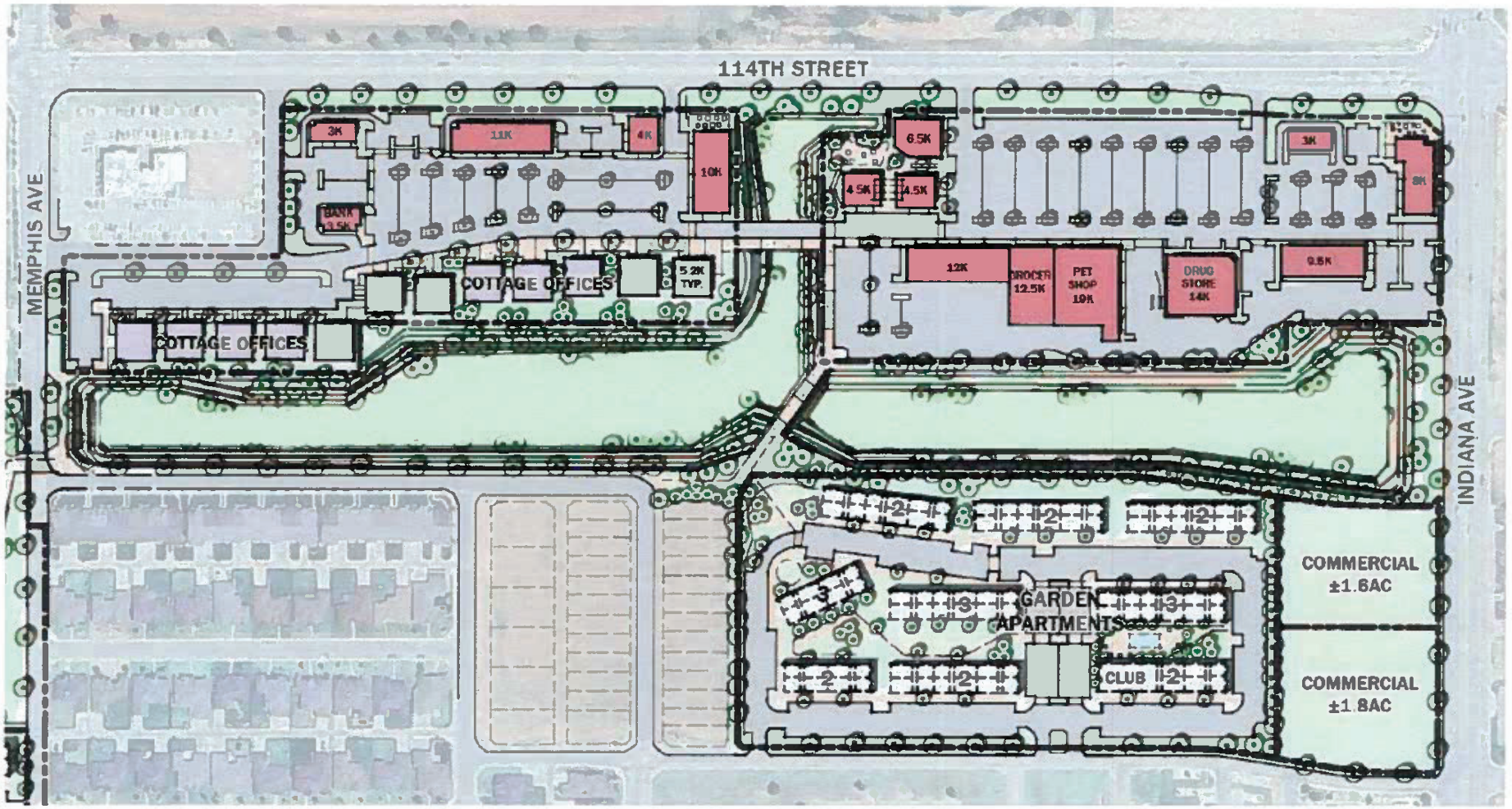
0 200' 400'

Scale: 1" = 200'


Parkhill

Parkhill.com

TBPELS FIRM REGISTRATION NO. 10194091


114TH STREET
MEMPHIS AVE
INDIANA AVE
3K
11K
4K
10K
6.5K
4.5K
4.5K
3K
8K
BANK
3.5K
COTTAGE OFFICES
5.2K
TYP.
COTTAGE OFFICES
12K
GROCER
12.5K
PET
SHOP
10K
DRUG
STORE
14K
9.5K
GARDEN
APARTMENTS
CLUB
COMMERCIAL
±1.6AC
COMMERCIAL
±1.8AC

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.:** ***3553***

*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name Connie LaDuc (HP Townhomes, LP)

Signature: [signature]

Address: PO Box 64415 Lubbock TX 79464

Address of Property Owned: 3737 116th Street Lubbock TX 79423

Phone Number: (806) 798-0098

Email: Connie@aguilaproperties.com

---

Zone Case Number: **3553** R340537 Recipient 23 of 45

HP TOWNHOMES LP
PO BOX 64415

LUBBOCK TX 79464

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name Connie LaDuc (HP Townhomes, LP)
Signature: Connie LaDuc
Address: PO Box 64415 Lubbock, TX 79464
Address of Property Owned: 3735 116th St. Lubbock, TX 79423
Phone Number: (806) 798-0098
Email: Connie@aguilaproperties.com

Zone Case Number: **3553** R340538 Recipient 22 of 45
HP TOWNHOMES LP
PO BOX 64415

LUBBOCK TX 79464

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*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name Connie LaSue (HP Townhomes LP)

Signature: Connie LaSue

Address: PO Box 64415 Lubbock TX 79464

Address of Property Owned: 3733 116th St. Lubbock TX 79423

Phone Number: (806) 798-0098

Email: Connie@aguilaproperties.com

Zone Case Number: **3553** R340539 Recipient 34 of 45
HP TOWNHOMES LP
PO BOX 64415

LUBBOCK TX 79464

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Planning Department
Planning and Zoning Commission
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*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name Connie LaDuc (HP Townhomes, LP)
Signature: Connie LaDuc
Address: PO Box 64415, Lubbock, TX 79464
Address of Property Owned: 3731 116th St, Lubbock, TX 79423
Phone Number: (806) 798-0098
Email: connie@aguilaproperties.com

Zone Case Number: **3553** R340540 Recipient 2 of 45
HP TOWNHOMES LP
PO BOX 64415

LUBBOCK TX 79464

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***3553***

*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name Connie LaDuc (HP Townhomes, LP)
Signature: [signature]
Address: PO Box 64415 Lubbock, TX 79464
Address of Property Owned: 3729 116th St. Lubbock, TX 79423
Phone Number: (806) 798-0098
Email: Connie@aguilaproperties.com

Zone Case Number: **3553** R340541 Recipient 40 of 45
HP TOWNHOMES LP
PO BOX 64415

LUBBOCK TX 79464

City of Lubbock, TX
Planning Department
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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.:** ***3553***

*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name Connie LaDuc (HP Townhomes, LP)
Signature: Connie LaDuc
Address: PO Box 64415 Lubbock TX 79464
Address of Property Owned: 3727 116th St. Lubbock, TX 79423
Phone Number: (806) 798-0098
Email: Connie@aguilaproperties.com

Zone Case Number: **3553** R340542 Recipient 37 of 45
HP TOWNHOMES LP
PO BOX 64415

LUBBOCK TX 79464

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***3553***

*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name Connie LaDuc (HP Townhomes, LP)
Signature: Connie LaDuc
Address: PO Box 64415 Lubbock, TX 79464
Address of Property Owned: 3725 116th St. Lubbock, TX 79423
Phone Number: (806) 798-0098
Email: connie@aguilaproperties.com

Zone Case Number: **3553** R340543 Recipient 43 of 45
HP TOWNHOMES LP
PO BOX 64415

LUBBOCK TX 79464

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.:** ***3553***

*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name Connie LaDuc, (HP Townhomes, LP)

Signature: Connie LaDuc

Address: PO Box 64415 Lubbock, TX 79464

Address of Property Owned: 3773 116th Street Lubbock, TX 79423

Phone Number: (806) 798-0098

Email: connie@aguilaproperties.com

---

Zone Case Number: **3553** R340544 Recipient 33 of 45

HP TOWNHOMES LP
PO BOX 64415

LUBBOCK TX 79464

City of Lubbock, TX
Planning Department
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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.:** ***3553***

*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name Connie LaDuc (HP Townhomes, LP)

Signature: Connie LaDuc

Address: PO Box 64415 Lubbock, TX 79464

Address of Property Owned: 3721 116th St. Lubbock, TX 79423

Phone Number: (806) 798.0098

Email: Connie@aguilaproperties.com

Zone Case Number: **3553** R340545 Recipient 1 of 45

HP TOWNHOMES LP
PO BOX 64415

LUBBOCK TX 79464

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.:** ***3553***

*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name Connie LaDuc (HP Townhomes, LP)
Signature: Connie LaDuc
Address: PO Box 64415, Lubbock, TX 79464
Address of Property Owned: 3719 116th St. Lubbock, TX 79423
Phone Number: (806) 798-0098
Email: Connie@aguilaproperties.com

Zone Case Number: **3553** R340546 Recipient 38 of 45
HP TOWNHOMES LP
PO BOX 64415

LUBBOCK TX 79464

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***3553***

*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name Connie LaDuc (HP Townhomes, LP)
Signature: Connie LaDuc
Address: PO Box 64415 Lubbock, TX 79464
Address of Property Owned: 3717 116th St, Lubbock, TX 79423
Phone Number: (806) 798.0098
Email: connie@aguilaproperties.com

Zone Case Number: **3553** R340547 Recipient 39 of 45
HP TOWNHOMES LP
PO BOX 64415

LUBBOCK TX 79464

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***3553***

*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name Connie LaDuc (HP Townhomes, LP)
Signature: [signature]
Address: PO Box 64415 Lubbock, Tx 79464
Address of Property Owned: 3715 116th St. Lubbock, TX 79423
Phone Number: (806) 798.0098
Email: Connie@aguilaproperties.com

Zone Case Number: **3553** R340548 Recipient 4 of 45
HP TOWNHOMES LP
PO BOX 64415

LUBBOCK TX 79464

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***3553***

*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name Connie LaDuc (HP Townhomes, LP)

Signature: Connie LaDuc

Address: PO Box 64415 Lubbock TX 79464

Address of Property Owned: 3713 116th St, Lubbock, TX 79423

Phone Number: (806) 798-0098

Email: Connie@aguilaproperties.com

Zone Case Number: **3553** R340549 Recipient 3 of 45

HP TOWNHOMES LP
PO BOX 64415

LUBBOCK TX 79464

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***3553***

*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name Connie LaDuc (HP Townhomes, LP)

Signature: Connie LaDuc

Address: PO Box 64415, Lubbock, TX 79464

Address of Property Owned: 3709 116th St Lubbock, TX 79423

Phone Number: (806) 798-0098

Email: connie@aguilaproperties.com

---

Zone Case Number: **3553** R340551 Recipient 36 of 45

HP TOWNHOMES LP
PO BOX 64415

LUBBOCK TX 79464

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.:** ***3553***

*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name Connie Lacduo (HP Townhomes, LP)
Signature: Connie Lacduo
Address: PO Box 64415 Lubbock, TX 79464
Address of Property Owned: 3707 116th St. Lubbock, TX 79423
Phone Number: (806) 798-0098
Email: connie@aguilaproperties.com

Zone Case Number: **3553** R340552 Recipient 10 of 45
HP TOWNHOMES LP
PO BOX 64415

LUBBOCK TX 79464

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***3553***

*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name Connie LaDuc (HP Townhomes, LP)
Signature: Connie LaDuc
Address: PO Box 64415 Lubbock, TX 79464
Address of Property Owned: 3705 116th St, Lubbock, TX 79423
Phone Number: (806) 798-0098
Email: connie@aguilaproperties.com

Zone Case Number: **3553** R340553 Recipient 35 of 45
HP TOWNHOMES LP
PO BOX 64415

LUBBOCK TX 79464

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***3553***

*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name Connie LaDuc (HP Townhomes, LP)
Signature: Connie LaDuc
Address: PO Box 64415, Lubbock, TX 79464
Address of Property Owned: 3703 116th St. Lubbock, TX 79423
Phone Number: (806) 798.0098
Email: connie@aguilaproperties.com

Zone Case Number: **3553** R340554 Recipient 5 of 45
HP TOWNHOMES LP
PO BOX 64415

LUBBOCK TX 79464

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***3553***

*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name Connie LaDuc (HP Townhomes, LP)
Signature: [signature]
Address: PO Box 64415 Lubbock, TX 79464
Address of Property Owned: 3701 116th St Lubbock, TX 79423
Phone Number: (806) 798-0098
Email: Connie@aguilaproperties.com

Zone Case Number: **3553** R340555 Recipient 9 of 45
HP TOWNHOMES LP
PO BOX 64415

LUBBOCK TX 79464

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***3553***

*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name Connie LaDuc (HP Townhomes, LP)

Signature: Connie LaDuc

Address: PO Box 64415 Lubbock, TX 79464

Address of Property Owned: 3711 116th St., Lubbock, TX 79423

Phone Number: (806) 798.0098

Email: Connie@aguilaproperties.com

---

Zone Case Number: **3553** R340550 Recipient 42 of 45

HP TOWNHOMES LP
PO BOX 64415

LUBBOCK TX 79464

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.:** ***3553***

*In Favor* x

*Opposed* ____

**Reasons and/or Comments:**

Print Name Prosperity Bank as Co-Trustee by: Trevor Morris

Signature: [signature]

Address: 1401 AVE Q Lubbock TX

Address of Property Owned: Indiana AVE

Phone Number: 806-741-2369

Email: trust.realestate@prosperitybankusa.com

---

Zone Case Number: **3553** R98366 Recipient 24 of 45

BAXTER TRUSTS
PROSPERITY BANK TRUST
1401 AVENUE Q
LUBBOCK TX 79401-3819

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.

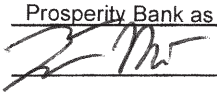
**Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by:** **P&Z Case No.:** ***3553***

*In Favor* x

*Opposed* ____

**Reasons and/or Comments:**

Print Name Prosperity Bank as Co-Trustee by: Trevor Morris

Signature: 

Address: 1401 AVE Q Lubbock TX

Address of Property Owned: 3701 114th ST

Phone Number: 806-741-2369

Email: trust.realestate@prosperitybankusa.com

Zone Case Number: **3553** R343046 Recipient 25 of 45

FERMAN ROYCE PRIDDY AND GERTRUDE PRIDDY
C/O PROSPERITY BANK TRUST
1401 AVE Q
LUBBOCK TX 79401

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.:** ***3553***

*In Favor* x

*Opposed* ____

**Reasons and/or Comments:**

Print Name Prosperity Bank as Co-Trustee by: Trevor Morris

Signature: _____

Address: 1401 AVE Q Lubbock TX

Address of Property Owned: 3701 114th ST

Phone Number: 806-741-2369

Email: trust.realestate@prosperitybankusa.com

Zone Case Number: **3553** R347526 Recipient 26 of 45

FERMAN ROYCE PRIDDY AND GERTRUDE PRIDDY
C/O PROSPERITY BANK TRUST
1401 AVE Q
LUBBOCK TX 79401

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.:** ***3553***

*In Favor* x

*Opposed* ____

**Reasons and/or Comments:**

Print Name Prosperity Bank as Co-Trustee by: Trevor Morris

Signature: [signature]

Address: 1401 AVE Q Lubbock TX

Address of Property Owned: 3701 114th ST

Phone Number: 806-741-2369

Email: trust.realestate@prosperitybankusa.com

---

Zone Case Number: **3553** R347526 Recipient 27 of 45

FERMAN ROYCE PRIDDY AND GERTRUDE PRIDDY
C/O PROSPERITY BANK TRUST
1401 AVE Q
LUBBOCK TX 79401

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.:** ***3553***

*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name _____

Signature: _____

Address: _____

Address of Property Owned: 3721 Fountain Court

Phone Number: _____

Email: _____

Zone Case Number: **3553** R343455 Recipient 20 of 45
WINDMILL MANAGEMENT LLC
7203 76TH ST

LUBBOCK TX 79424

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.:** ***3553***

*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name _____

Signature: _____

Address: _____

Address of Property Owned: 1212 Old Way

Phone Number: _____

Email: _____

Zone Case Number: **3553** R343459 Recipient 18 of 45
WINDMILL MANAGEMENT LLC
7203 76TH ST

LUBBOCK TX 79424

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.:** ***3553***

*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name Josh Jowers

Signature: [signature]

Address: 7203 76th St

Address of Property Owned: 3703 Fountain court

Phone Number: 806 905 9037

Email: joshua jowers3@gmail.com

Zone Case Number: **3553** R343454 Recipient 17 of 45
WINDMILL MANAGEMENT LLC
7203 76TH ST

LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***3553***

*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name _____

Signature: _____

Address: _____

Address of Property Owned: 11201 old way

Phone Number: _____

Email: _____

Zone Case Number: **3553** R343458 Recipient 16 of 45
WINDMILL MANAGEMENT LLC
7203 76TH ST

LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***3553***

*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name _____

Signature: _____

Address: _____

Address of Property Owned: 3715 Fountain Court

Phone Number: _____

Email: _____

Zone Case Number: **3553** R343456 Recipient 15 of 45
WINDMILL MANAGEMENT LLC
7203 76TH ST

LUBBOCK TX 79424

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.:** ***3553***

*In Favor* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name _____

Signature: _____

Address: _____

Address of Property Owned: 3709 Fountain Court

Phone Number: _____

Email: _____

Zone Case Number: **3553** R343457 Recipient 14 of 45
WINDMILL MANAGEMENT LLC
7203 76TH ST

LUBBOCK TX 79424

| | |
|---|---|
| **From:** | Kristen Sager |
| **To:** | Samuel Brackeen |
| **Subject:** | FW: Zoning on 114th street |
| **Date:** | Thursday, March 5, 2026 4:46:40 PM |
| **Attachments:** | image002.png<br>image003.png |

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**Kristen Sager, MPA, AICP**
Director of Planning
O: (806) 775-2109
ksager@mylubbock.us
1314 Avenue K
Lubbock, TX 79401

**From:** Bolkar E. Sahinler <BSahinler@lubbockspine.org>
**Sent:** Thursday, March 5, 2026 4:40 PM
**To:** Kristen Sager <ksager@mylubbock.us>
**Subject:** Zoning on 114th street

**WARNING: This message was sent from outside the City of Lubbock's email system.**

**It could contain harmful attachments or links to harmful web pages.**

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I am the owner of the property at the SEC of 114th & Memphis Avenue (3715 114th Street). My mailing address is Captain Macallan, 5008 116th Street. I am "In Favor" of zone case 3553 that is being proposed adjacent to my property.

Bolkar E. Sahinler M.D, FIPP
**Lubbock Spine Institute**
p: 806-796-3000
f: 806-796-3006
a: 3419 22nd Street, Lubbock, TX 79410

w: lubbockspineinstitute.com
e: bsahinler@lubbockspine.org

AI# 14152
Regular City Council Meeting 6. 31.
04/14/2026:

## Information

### Agenda Item

**Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2026-O0042, pursuant to Chapter 43 of the Texas Local Government Code, for a request for annexation from Krich Real Estate Holdings, LLC and Richardson Real Estate, LLC, to annex property located south of 130th Street (Loop 88) and west of Frankford Avenue, containing approximately 3.355 acres, out of Section 9, Block AK, Lubbock County, Texas, and commonly identified by the Lubbock Central Appraisal District Reference Numbers R119776, R314702, and R159896.

### Item Summary

The City Council unanimously approved this ordinance on a 1st reading at the March 24th City Council meeting.

On April 2016, the City Council finalized an annexation of approximately 2,393 acres and also approved development agreements with many property owners under Chapter 212 of the Local Government Code, exempting the properties from annexation under certain terms. These “212 Agreements” contained several conditions for the property including provisions for the termination of the agreement upon commencement of development activities.

In the case of the subject properties, the owners intend to develop the properties and thus submitted petitions showing their intent to have the properties annexed which will terminate the agreements. This constitutes a petition for voluntary annexation.

Pending approval of the previous item, which was a resolution formally terminating the "212 Agreements" with the current property owners, City staff now starts the annexation process for the property. Following the public hearing, the City Council may consider an ordinance annexing these tracts of land.

### Fiscal Impact

None

### Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

---

**Attachments**

Ordinance - Annexation - 134th & Frankford
Annexation Map - 134th & Frankford
Chapter 212 Agreements - 134th & Frankford
Service Plan 2016
Petitions - 134th & Frankford
Metes and Bounds - 134th & Frankford

**ORDINANCE NO. _____**

**AN ORDINANCE: ANNEXING INTO THE CITY OF LUBBOCK, TEXAS OF AN AREA GENERALLY DESCRIBED AS APPROXIMATELY 3.355 ACRES, OUT OF SECTION 9, BLOCK AK, LUBBOCK COUNTY, TEXAS, AND COMMONLY IDENTIFIED BY THE LUBBOCK CENTRAL APPRAISAL DISTRICT REFERENCE NUMBERS R119776, R314702, AND R159896, LOCATED SOUTH OF 130TH STREET AND WEST OF FRANKFORD AVENUE IN THE CITY OF LUBBOCK'S EXTRATERRITORIAL JURISDICTION, LUBBOCK COUNTY, TEXAS, WITH SUCH AREA BEING CONTIGUOUS TO THE EXISTING CITY LIMITS; PROVIDING FOR THE CORRECTION OF THE CITY MAP TO INCLUDE THE AREA ANNEXED THROUGH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.**

**WHEREAS**, the City Council of the City of Lubbock (the "City Council"), received from the property owners (the "Petitioners") of an area of land generally described as 3.355 acres, out of Section 9, Block AK, Lubbock County, Texas, and commonly identified by the Lubbock Central Appraisal District Reference Numbers R119776, R314702, and R159896, Lubbock County, Texas, located south of 130th Street and west of Frankford Avenue in the City of Lubbock's extraterritorial jurisdiction, Lubbock County, Texas contiguous to the city limits (the "Area"), a written petition requesting the annexation of the Area into the boundaries of the City of Lubbock; and

**WHEREAS**, in accordance with Sec. 43.0672 of the Texas Local Government Code, the City Council entered into a Municipal Services Agreement (the "Agreement") attached hereto and incorporated herein as *Exhibit A*, by and between the City of Lubbock and the Petitioners; and

**WHEREAS**, the City Council deems it to be in the best interest of the citizens of the City of Lubbock to annex the Area into the City of Lubbock through this Ordinance; **NOW THEREFORE,**

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

**1.** The Area is hereby annexed into, and included within, the corporate limits of the City of Lubbock, Texas. Such Area is depicted and described in the attached *Exhibit B*, and is incorporated herein for all intents and purposes. Such Area is contiguous to the existing corporate limits of the City of Lubbock, Texas.

**2.** The City Council hereby declares it to be its purpose to annex into the City of Lubbock every part of the Area. Should this Ordinance for any reason be ineffective as to any part or parts of the Area hereby annexed into the City of Lubbock for full purposes, the ineffectiveness of this Ordinance as to any such part or parts shall not affect the effectiveness of this Ordinance as to the remainder of the Area.

**3.** The City Engineer, or his designee, is hereby authorized and directed to correct the map of the City of Lubbock by adding thereto the Area annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

**4.** Upon the effective date of this Ordinance, any current or future inhabitant of the Area shall be entitled to the rights and privileges of other citizens of the City of Lubbock, Texas and shall be bound by the acts and ordinances adopted by the City of Lubbock, Texas.

**5.** Should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

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

**AND IT IS SO ORDERED.**

**Passed by the City Council on first reading on _____.**

**Passed by the City Council on second reading on _____.**

_____
**MARK W. MCBRAYER, MAYOR**

**ATTEST:**

_____
Courtney Paz, City Secretary

**APPROVED AS TO CONTENT:**

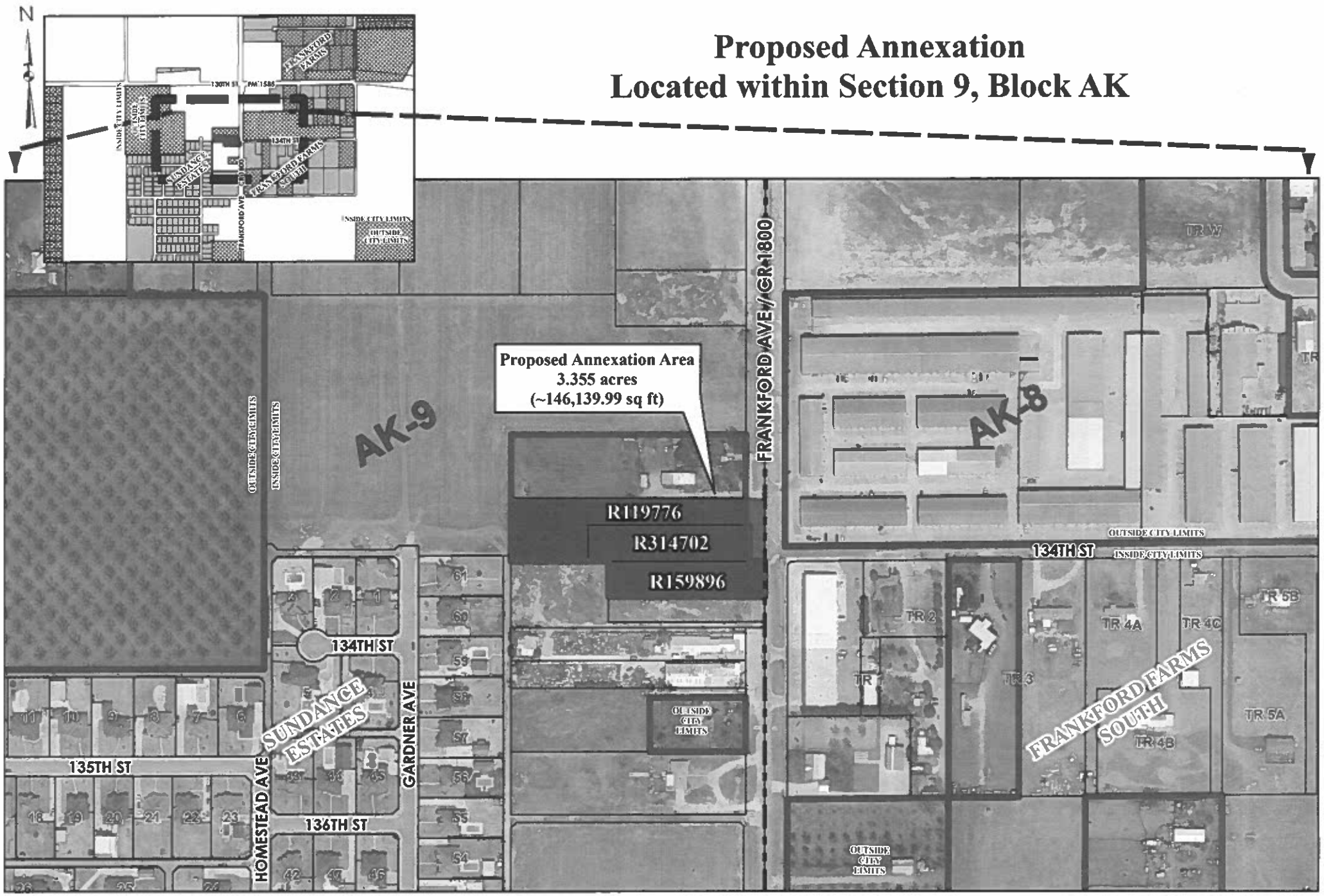
_____
Kristen Sager, Director of Planning

**APPROVED AS TO FORM:**

_____
Matt Wade, City Attorney

ccdocs II/Ord. Annexation Frankford & 130th – Richardson
March 24, 2026

# Proposed Annexation
# Located within Section 9, Block AK




Feet
0 200 400 600 800 1,000

Lubbock City Limits
Proposed Annexation

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 2025

**Exhibit B**

## MUNICIPAL SERVICE PLAN

### FIRE

*Existing Services:* None

*Services to be Provided*: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 16, located at 4030 114th Street, Station 19 located at 5826 98th Street, and Station No. 14 located at 2402 96th Street. Station No. 16 is approximately 2 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. Station 19 is approximately 3 miles from the proposed annexation with an approximate response time of 8 to 9 minutes. Station No. 14 is approximately 3 miles from the proposed annexation with an approximate response time of 8 to 9 minutes. Fire suppression activities can be afforded to the annexed area within current appropriation with a less than desirable response time. As these areas are developed an additional fire station(s) will be considered. Fire Prevention activities will be provided by the Fire Marshal's office as needed.

### POLICE

*Existing Services:* None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

*Services to be Provided:* The Police Department mission and purpose is to protect people and property; maintain social order by conducting criminal investigations and enforcing laws governing public health, order, and decency. The Police Department will extend the following services to the newly annexed area:

- Preventive patrol, traffic enforcement, and timely response to calls for service.
- Investigate crimes, arrests offenders, and assists in criminal prosecutions.
- Provide crime analysis, coordinate with any new neighborhood groups, enforce the alarm ordinance, and assume responsibility for the registering and monitoring of sex offenders.
- Maintain and disseminate records and documents of activities in the area.
- Enforce municipal ordinances that address physical signs of urban blight and social disorder.

Although spreading current resources of manpower out further, these services can be provided within the current budget to the annexed area. However as more houses and businesses begin filling in the vast area of the annexation in the next couple of years, it will be a necessity to increase staffing levels and associated equipment requirements in the Field Services Bureau and Investigations Services Bureau causing an increase in the budgets from FY16-17 and beyond. Additionally, a substation in the South or Southwest part of Lubbock will become a necessity to accommodate increased staffing and access by the citizens in that area of the city for better customer service.

## CITY SECRETARY

*Existing Services:* None

*Services to be Provided:* Administration of Municipal Election services.

## BUILDING INSPECTION

*Existing Services: None*

*Services to be Provided:* The Building Inspection 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 codes which regulate building construction within the City of Lubbock.

It is anticipated that such services can be provided with current personnel and within the current budget appropriation. 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.

## PLANNING AND ZONING

*Existing Services:* The City of Lubbock Subdivision Ordinance regulations extend into the ETJ.

*Services to be Provided:* The Planning 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 property will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. As Lubbock continues to grow, so does the need for and importance of long range planning in order to better serve the community. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

## GIS AND DATA SERVICES

*Existing Services:* None

*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 changes to voting precincts (if any) and other elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses and street names, to Stormwater Management for impervious surfaces and to Police and Fire for updated information for 911 Dispatch. The updated information will be reflected on the GIS website for use by the public.

These services can be provided within the department's current budget.

**LIBRARY**

*Existing services*: Free library use privileges are currently available to anyone residing in this area, as part of an agreement with Lubbock County.

*Services to be Provided:* These services will continue to be provided upon annexation.

**CODE ADMINISTRATION/ENVIRONMENTAL HEALTH DEPARTMENTS**

*Existing Services:* None

*Services to be Provided:* The City of Lubbock's Code Administration/Environmental Health Departments 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/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.

**ANIMAL SERVICES**

*Existing Services:* None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

*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.

**STREET**

*Existing Services:* Lubbock County Public Works currently maintains the county roads.

*Services to be Provided:* In accordance with the Master Thoroughfare Plan, the proposed annexation area will add approximately 8 centerline miles of thoroughfare

roadways to the City's infrastructure. As development occurs, the City's current policies require the City to design and build thoroughfares. Capital projects may be required in the future to provide adequate funding to support this anticipated growth. The timing of these improvements would be contingent on available funding and growth patterns in these areas.

**STREET LIGHTING**

*Existing Services:* None

*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.

**STORM WATER MANAGEMENT**

*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.

*Services to be Provided:* As land is developed, developers will provide plans for addressing the conveyance of storm water drainage. The Storm Water 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.

**TRAFFIC ENGINEERING**

*Existing Services:* None

*Services to be Provided:* Upon annexation approximately twenty-four (24) signs will be upgraded to city standards, thirty (30) new signs will be installed, and ten miles of

painted lane lines and pavement markings will be maintained. Current budget and staff are sufficient to provide these services. After 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.

## WATER AND SANITARY SEWER SERVICE

*Existing Services:* None

*Services to be Provided*: Water and Sewer:

a) Water and sewer are not readily available in a majority of areas proposed for annexation.
b) Major main extensions to these areas will need to be considered by City Council for future capital improvements projects to service these areas. County Road 7450 will need fire protection through a capital improvements project within 2.5 years of annexation. Up to three fire hydrants will be provided within one-half mile west of County Road 2200 (University Avenue) as required for adequate fire protection.
   126th Street will need fire protection through a capital improvements project within 2.5 years of annexation. Up to three fire hydrants will be provided within one-half mile west of Chicago Avenue as required for adequate fire protection.
   134th Street and 138th Street will need fire protection through a capital improvements project within 2.5 years of annexation. Up to three fire hydrants will be provided within one-half mile between Frankford Avenue and Chicago Avenue as required for adequate fire protection.
   Water for fire protection prior to the extension of water lines from the City on County Road 7450, 126th Street, 134th Street, 138th Street, and any other area will need to be provided through pump trucks.
c) Availability of water and sewer prior to or beyond the extension of a capital improvements project is at the request and expense of the developer, and shall be provided within current policies and ordinances of the City (see below for explanation of pro-rata charges.
d) Water and sewer for domestic and commercial use, when installed will be available at approved City rates.
e) Water for fire protection will be available through lines only after main extensions through a capital improvements project or development has occurred. Water in fire truck pumpers or in relay from existing sources will be used for fire suppression until that time for existing structures.

Pro-Rata Charges

Chapter 22.05 of the Code of Ordinances, 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. The pro-rata charges include $15.00 per front foot of lot or tract to be serviced for sewer and $12.00 for water, unless the actual extension cost is greater, then the charge is per actual cost.

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. Ordinance 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 considerations,
g) when the City Council can declare a health hazard and install mains at public expense.

## SOLID WASTE SERVICES

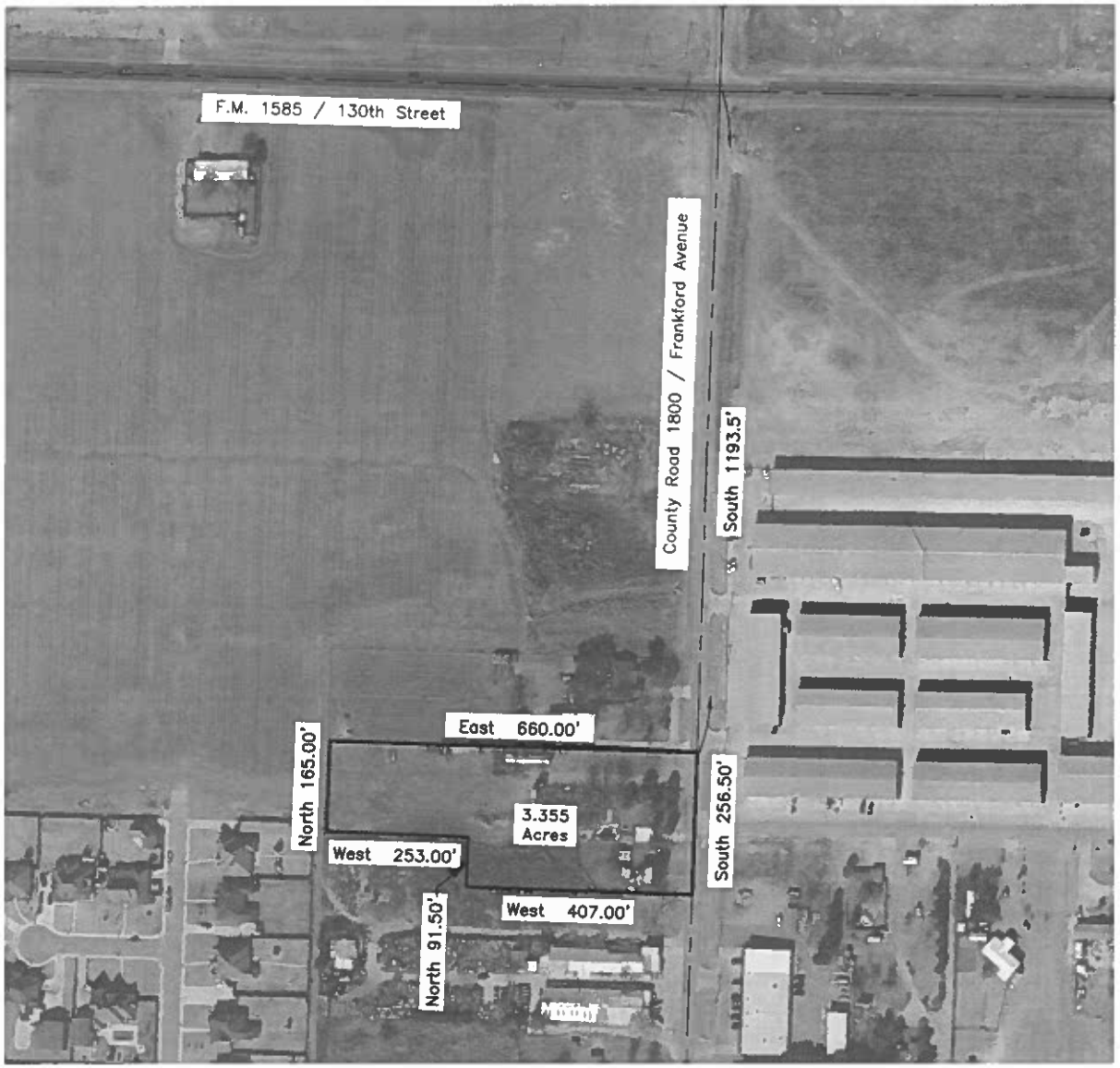
*Existing Services:* None

*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 it is expected that immediate development will not occur, 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 and exceeds route collection averages.

## MISCELLANEOUS

In addition to the services listed above, the City will provide full municipal services to the Annexation Area commensurate with the levels of services provided in other parts of the City except if differences in topography, land use, and population density constitute a sufficient basis for providing different levels of service, not later than two and one-half years after the effective date of the full-purpose annexation. If full municipal services cannot be reasonably provided within the aforementioned time period, the City will propose a schedule for providing said services within a period of four and one-half years after the effective date of the annexation, and/or upon commencement of development of a subdivision within this property, whichever occurs later.

"Full municipal services" are services provided by the annexing municipality within its full-purpose boundaries, excluding gas or electrical service. The City shall provide the services by any of the methods, policies, and ordinances by which it extends the services to any other area of the City. Accordingly, there may be costs incurred by the user in order to access certain services.




# Field Notes on a

## 3.355 Acre Tract out of Section 9, Block AK, Lubbock County, Texas

FIELD NOTES on a 3.355 acre tract out of Section 9, Block AK, Lubbock County, Texas, and being further described by metes and bounds as follows:

BEGINNING at the Northeast corner of this tract in the East line of Section 9, from which the Northeast corner of Section 9 is called to bear North, 1193.5 feet;

THENCE South, with the East line of Section 9, a distance of 256.50 feet to the Southeast corner of this tract;

THENCE West 407.00 feet to a corner of this tract;

THENCE North 91.50 feet to a corner of this tract

THENCE West, 253.00 feet to the most Westerly Southwest corner of this tract in the East line of Sundance Estates Addition recorded in County Clerk's File Number (CCFN) 2016026077;

THENCE North, with the East line of Sundance Estates, a distance of 165.00 feet to the Northwest corner of this tract;

THENCE East 660.00 feet to the POINT OF BEGINNING, containing 3.355 acres.

NOTE: These field notes are not based on a survey made on the ground and are for planning purposes only.

Scale: 1"=200'

ABACUS
LAND SURVEYING
Count on It
806-745-7870
5807 16th Street
LUBBOCK, TEXAS
TEXAS SURVEYING FIRM NO. 10115300

CITY OF LUBBOCK
OFFICE PICK UP

2016017877 10 PGS AGREE

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

# CITY OF LUBBOCK
# CH. 212 DEVELOPMENT AGREEMENT IN LIEU OF ANNEXATION

**THIS DEVELOPMENT AGREEMENT IN LIEU OF ANNEXATION** (the "Agreement") is made and effective this 14th day of April, 2016, and is entered into pursuant to §212.172 of the Texas Local Government Code, by and between the City of Lubbock, Texas, a Texas home rule municipal corporation (the "City"), and the undersigned property owner(s) (the "Owner"), with the term "Owner" including all owners of the Property, and is as follows:

## RECITALS

**WHEREAS**, the Owner owns a parcel of real property (the "Property") in Lubbock County, Texas, which is more particularly and separately described in the attached Exhibit A; and

**WHEREAS**, the City has instituted annexation proceedings for all portions of the Property and held public hearings regarding the proposed annexation on March 8 and March 10, 2016; and

**WHEREAS**, at the public hearings, the Owner was presented with a service plan for the Property and the Owner was given the opportunity to be heard by the City Council of the City of Lubbock; and

**WHEREAS**, the Owner does not want the Property to be annexed and desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

**WHEREAS**, it is the City's intention to allow the Owner to continue to use the Property as it is being used at the time of this Agreement; and

**WHEREAS**, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the duration of this Agreement; and

**WHEREAS**, this Agreement is to be recorded in the real property records of Lubbock County, Texas;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, the Owner and the City agree as follows:

## AGREEMENT

**Section 1 – The Property: Current Status.** The City acknowledges that the Property, more particularly described in the attached "Exhibit A," is located within the extraterritorial jurisdiction of the City and is subject to annexation by the City unless this Agreement is signed by the Owner.

**Section 2 – The Property: Continued Status.** In lieu of annexation, the Owner desires that the Property remain in the extraterritorial jurisdiction of the City for the duration of this Agreement. The

Owner acknowledges that unless the Property is annexed by the City, the Property is not eligible to receive City services, the Property shall not be included in the City's voting precincts, and the Property shall be immune from City property taxes for the duration of this Agreement. The Owner's use of the Property at the time of this Agreement is "grandfathered" into the acceptable uses of the City, and the City is prohibited from interfering with any uses on the Property that comply with §43.002 of the Texas Local Government Code. The Owner acknowledges that Section 22.03.091(a) of the Code of Ordinances of the City prohibits the City from providing water to any entity outside of the city limits, and acknowledges that the City will not be providing water to the Property unless the Property is annexed into the City. However, if the Property is annexed pursuant to a provision of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Subject to the provisions of this Agreement, the City shall not annex the Property, shall not involuntarily institute proceedings to annex the Property, and shall not include the Property in a statutory annexation plan. The Owner authorizes the enforcement by the City of all of the City's regulations and planning authority that do not materially interfere with the use of the Property in the same manner that the City's regulations and planning authority are enforced within the City's boundaries. The City specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a §212.172 development agreement. The City further reserves its regulatory and planning authority in the City's ETJ, as such authority has been granted to it by the City Council.

**Section 3 – The Property: Change In Status.** The Owner agrees not to substantially change the use of the Property as it is used on the date of the execution of this Agreement. The Owner agrees not to develop the Property by filing any type of subdivision plat or related development document for the Property with Lubbock County or the City throughout the duration of this Agreement.

The Owner acknowledges that if any plat or related development document is filed for the Property, or if the Owner commences any development of the Property other than that which supports the use of the Property as the Property is used on the date of the execution of this Agreement, then this Agreement shall terminate, and in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, then the Owner acknowledges that this Agreement serves as an exception to Local Government Code §43.052, requiring a municipality to use certain statutory procedures under an annexation plan, and as an exception to Local Government Code §43.062 requiring certain statutory procedures as to the Owner to effectuate an annexation. Further, the Owner hereby waives any and all vested rights and claims that it may have under §43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction the Owner may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

**Section 4 – The Term.** The term of this Agreement (the "Term") shall be twenty (20) years from the date that this Agreement is approved by the City Council of the City of Lubbock. At the end of the Term, the Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed

a petition for voluntary annexation of the Property, and the Property will be subject to voluntary annexation in accordance with Section 3 of this Agreement. Prior to the end of the Term, the City may commence the voluntary annexation of the Property.

**Section 5 – Termination.**
This Agreement will automatically terminate at the end of the Term. This Agreement shall terminate upon the filing of any plat or related development document with the City or with Lubbock County or upon the Owner's failure to prove that it is the sole owner of the Property with the authority to sign this Agreement. The Owner and the City may agree in writing to terminate this Agreement prior to the expiration of the Term of this Agreement.

**Section 6 – City Council Approval Required.** If the City Council of the City of Lubbock does not affirmatively vote to annex an area that contains the Property, then this Agreement will be null and void in its entirety.

**Section 7 – Notification.** Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Further, the Owner and the Owner's heirs, successors, and assigns shall give the City written notice within fourteen (14) days of any change in the status of the Property.

A copy of any notice required by this section shall be forwarded to the City at the following address:

| | | |
|---|---|---|
| **City of Lubbock** | *With copy to*: | **City of Lubbock** |
| **Attn: City Secretary** | | **Attn: Director of Planning** |
| **P.O. Box 2000** | | **P.O. Box 2000** |
| **Lubbock, Texas 79457** | | **Lubbock, Texas 79457** |

This Agreement shall run with the Property and be recorded in the real property records of Lubbock County, Texas.

**Section 8 – Waiver.** Any failure by the Owner or the City to insist upon strict performance by either party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Owner or the City shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by a written agreement signed by the Owner or the City waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by the Owner or the City of any provision of this Agreement shall be deemed or construed to be a waiver of any other provision or subsequent waiver of the same provision. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by any Party of any immunity from suit or liability that it may have by operation of law. The Parties agree that the City shall retain all of its governmental immunities.

**Section 9 – Assurance of Ownership.** The Owner hereby expressly affirms that it is the sole owner of the Property and that no other person or entity has a valid claim to any right, title, or ownership in the Property. Should any dispute of right, title, or ownership concerning the Property arise subsequent to the Owner's execution of this Agreement, the Owner hereby agrees to be solely responsible for defending and confirming its absolute right, title, and ownership to the Property. If the Owner cannot

defend or fails to defend its right, title, and ownership to the Property, then this Agreement shall terminate.

**Section 10 – Governing Law.** This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Owner and the City are performable in Lubbock County, Texas. Venue for any action to enforce or construe this Agreement shall be Lubbock County, Texas. This Agreement is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders and regulations of any local, state, or federal governmental authority, having or asserting jurisdiction. However, nothing contained in this Agreement shall be construed as a waiver by the Owner or the City of any right to question or contest any law, order, rule, or regulation which may affect the terms and conditions of this Agreement in any forum having jurisdiction, and the Owner and the City each agree to make a good faith effort to support all proposed laws and regulations which would be consistent with the performance of this Agreement in accordance with its terms. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the Property pursuant to this Agreement.

**Section 11 – Remedy.** 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, the former shall control.

**Section 12 – Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with the Texas Public Information Act (Tex. Gov't. Code Ann. Chapter 552 et seq., as amended), the same shall be of no force and effect.

**Section 13 – Third-Party Beneficiaries.** This Agreement only inures to the benefit of, and may only be enforced by, the Owner and the City. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

**Section 14 – No Personal Liability & No Joint Venture.** Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this Agreement. This Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the parties.

**Section 15 – Due Diligence & Force Majeure.** The Owner and the City shall use good faith, due diligence, and reasonable care in the performance of the obligations under this Agreement, and time shall be of the essence in such performance. In the event that the Owner or the City is unable to perform its respective obligations under this Agreement, due to any event or circumstance that is not within the reasonable respective control of the Owner or the City that could not have been avoided by either the Owner or the City with the exercise of good faith, due diligence, and reasonable care (a "Force Majeure"), then the obligations affected by the Force Majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a Force Majeure, the Owner or the City shall give notice to each other, including a detailed explanation of the Force Majeure and a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time.

**Section 16 – Enforcement.** This Agreement may be enforced by the Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

**Section 17 – Governmental Powers.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers, except as expressly set forth herein.

**Section 18 – 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. The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect.

**Section 19 – Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Owner and the City. Without limiting the generality of the foregoing, if it is determined that, as of the date that this Agreement becomes effective, that any Owner does not own any portion of the Property, then this Agreement shall remain in full force and effect with respect to the remaining portion of the Property that the Owners actually own.

**Section 20 – Entire Agreement.** This Agreement constitutes the entire agreement between the Owner and the City and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. The Owner acknowledges that each and every Owner of the Property must sign this Agreement in order for the Agreement to take full effect.

**Section 21 – Captions & Recitals.** Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement. However, each of the recitals contained herein, by this reference, shall be incorporated into, and deemed a part of, this Agreement.

**Section 22 – Modification of Agreement.** This Agreement cannot be modified or amended except in writing signed by the Owner and the City and attached and made a part of this Agreement.

**Section 23 – Ch. 212 Agreement in lieu of Ch. 43 Agreement.** If the Property is subject to an agricultural exemption, the Owner hereby acknowledges that the City, through the Office of the City Attorney, offered to make a development agreement with the Owner under §43.035 of the Texas Local Government Code. The Owner further acknowledges that the Owner rejected the offer to make a §43.035 Agreement in order to enter in to this §212.172 Agreement.

**IN WITNESS HEREOF, the parties mutually enter this Agreement on this** 14th **day of** April, **2016.**

**For the City**

**GLEN C. ROBERTSON, MAYOR**

**For the Owner**

**Gerald Wilson, Owner**

**ATTEST:**

Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

Andrew Paxton, Director of Planning

**APPROVED AS TO FORM:**

Justin Pruitt, Assistant City Attorney

## NOTARIZATION

---

**State of Texas** §
**County of Lubbock** §

This instrument was executed before me on April 14, 2016 (DATE), by Glen C. Robertson (NAME), Mayor (TITLE) of the City of Lubbock, a Texas municipal corporation, on behalf of said corporation.

Magen D. Murchison
Notary Public

MAGEN D. MURCHISON
Notary Public, State of Texas
My Commission Expires 04-03-2017

---

**State of Texas** §
**County of Lubbock** §

This instrument was executed before me on 4-7 (DATE) 2016, by Gerald W. Wilson (GERALD WILSON – OWNER) on behalf of said Owner.

Seneca Houchin
Notary Public

SENECA LEIGH HOUCHIN
Notary Public, State of Texas
My Commission Expires 05/08/2018
ID # 12981290-6

---

**When Recorded Return To:**

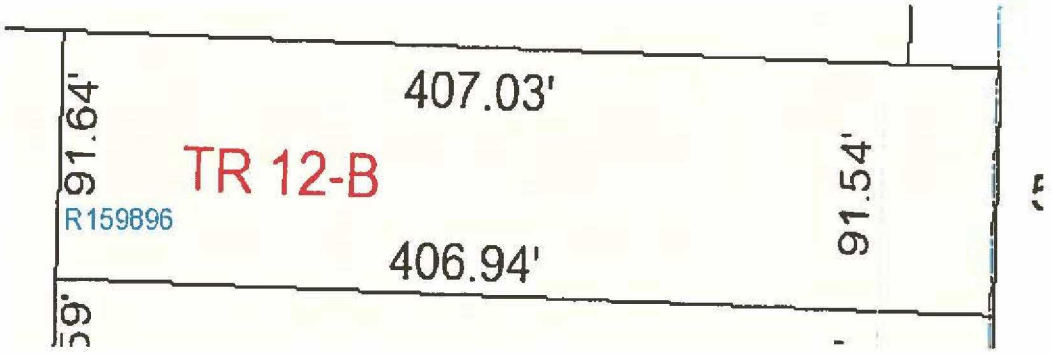
City Secretary
City of Lubbock, Texas
1625 13th Street
Lubbock, Texas 79401

## EXHIBIT A — The Property

R159896 - Blk AK SEC 9 AB 161 TR 12B AC .856 TO WIT: 13402 County Road 1800

FIELD NOTES on a .856 acre tract out of Section 9, Block AK, Lubbock County, Texas, further described as follows:
BEGINNING at a found railroad spike near the center of a paved county road (South Frankford Avenue or County Road 1800) for the Northeast corner of this tract which by calls bears South 1358.5 feet from the Northeast corner of Section 9, Block AK;
THENCE S O 01' 30" W, with said county road, 91.54 feet to a point for the Southeast corner of this tract;
THENCE N 89 59' 30" W, at 50 feet pass a set 1/2" rod with cap, in all 406.94 feet to a set 1/2" rod for the Southwest corner of this tract;
THENCE N 0 00' 30"W, 91.64 feet to a set 1/2" rod with cap for the Northwest corner of this tract;
THENCE S 89 59' E, 407.03 feet to the Place of Beginning and containing 0.856 acres including any right of way.

## BLK AK SEC 9 AB 161 TR 12B AC: .856



## EXHIBIT A — The Property

a tract of land out of the Northeast 1/4 of Section 9, Block AK, Certificate 941, Abstract 161, EL & RR Ry. Co. Survey, Lubbock County, Texas, described by metes and bounds as follows:

Beginning at a 1/2" iron pipe set in the East line of Section 9, Block AK, a distance of 1358.5 feet South of the Northeast corner of this Section for the Southeast and beginning corner of this tract, from whence a 3/4" iron pipe bears West 20 feet;

Thence West 460 feet, parallel to the North line of Section 9 to a point for the Southwest corner of this tract;

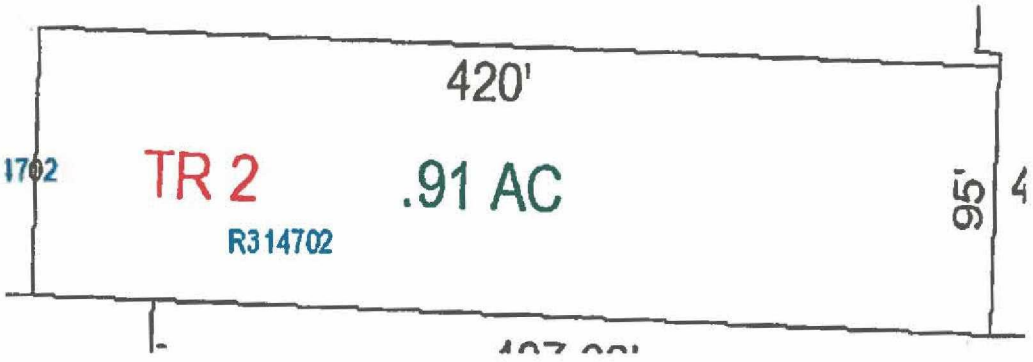
Thence North 95 feet, parallel to the East line of Section 9 to a point for the Northwest corner of this tract;

Thence East 460 feet, parallel to the South line of this tract to a point in the East line of Section 9 in a public road for the Northeast corner of this tract;

Thence South 95 feet with the East line of Section 9 and along road to the place of beginning;

containing one (1) acre of land, more or less.

## BLK AK SEC 9 AB 161 TR 2 AC: .916



# FILED AND RECORDED

**OFFICIAL PUBLIC RECORDS**



Kelly Pinion, County Clerk
Lubbock County, TEXAS
05/23/2016 10:02 AM
FEE: $58.00
**2016017877**

CITY OF LUBBOCK
OFFICE PICK UP

2016017879 9 PGS AGREE

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

# CITY OF LUBBOCK
# CH. 212 DEVELOPMENT AGREEMENT IN LIEU OF ANNEXATION

**THIS DEVELOPMENT AGREEMENT IN LIEU OF ANNEXATION** (the "Agreement") is made and effective this 14th day of April, 2016, and is entered into pursuant to §212.172 of the Texas Local Government Code, by and between the City of Lubbock, Texas, a Texas home rule municipal corporation (the "City"), and the undersigned property owner(s) (the "Owner"), with the term "Owner" including all owners of the Property, and is as follows:

## RECITALS

**WHEREAS**, the Owner owns a parcel of real property (the "Property") in Lubbock County, Texas, which is more particularly and separately described in the attached Exhibit A; and

**WHEREAS**, the City has instituted annexation proceedings for all portions of the Property and held public hearings regarding the proposed annexation on March 8 and March 10, 2016; and

**WHEREAS**, at the public hearings, the Owner was presented with a service plan for the Property and the Owner was given the opportunity to be heard by the City Council of the City of Lubbock; and

**WHEREAS**, the Owner does not want the Property to be annexed and desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

**WHEREAS**, it is the City's intention to allow the Owner to continue to use the Property as it is being used at the time of this Agreement; and

**WHEREAS**, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the duration of this Agreement; and

**WHEREAS**, this Agreement is to be recorded in the real property records of Lubbock County, Texas;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, the Owner and the City agree as follows:

## AGREEMENT

**Section 1 – The Property: Current Status.** The City acknowledges that the Property, more particularly described in the attached "Exhibit A," is located within the extraterritorial jurisdiction of the City and is subject to annexation by the City unless this Agreement is signed by the Owner.

**Section 2 – The Property: Continued Status.** In lieu of annexation, the Owner desires that the Property remain in the extraterritorial jurisdiction of the City for the duration of this Agreement. The

Owner acknowledges that unless the Property is annexed by the City, the Property is not eligible to receive City services, the Property shall not be included in the City's voting precincts, and the Property shall be immune from City property taxes for the duration of this Agreement. The Owner's use of the Property at the time of this Agreement is "grandfathered" into the acceptable uses of the City, and the City is prohibited from interfering with any uses on the Property that comply with §43.002 of the Texas Local Government Code. The Owner acknowledges that Section 22.03.091(a) of the Code of Ordinances of the City prohibits the City from providing water to any entity outside of the city limits, and acknowledges that the City will not be providing water to the Property unless the Property is annexed into the City. However, if the Property is annexed pursuant to a provision of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Subject to the provisions of this Agreement, the City shall not annex the Property, shall not involuntarily institute proceedings to annex the Property, and shall not include the Property in a statutory annexation plan. The Owner authorizes the enforcement by the City of all of the City's regulations and planning authority that do not materially interfere with the use of the Property in the same manner that the City's regulations and planning authority are enforced within the City's boundaries. The City specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a §212.172 development agreement. The City further reserves its regulatory and planning authority in the City's ETJ, as such authority has been granted to it by the City Council.

**Section 3 – The Property: Change In Status.** The Owner agrees not to substantially change the use of the Property as it is used on the date of the execution of this Agreement. The Owner agrees not to develop the Property by filing any type of subdivision plat or related development document for the Property with Lubbock County or the City throughout the duration of this Agreement.

The Owner acknowledges that if any plat or related development document is filed for the Property, or if the Owner commences any development of the Property other than that which supports the use of the Property as the Property is used on the date of the execution of this Agreement, then this Agreement shall terminate, and in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, then the Owner acknowledges that this Agreement serves as an exception to Local Government Code §43.052, requiring a municipality to use certain statutory procedures under an annexation plan, and as an exception to Local Government Code §43.062 requiring certain statutory procedures as to the Owner to effectuate an annexation. Further, the Owner hereby waives any and all vested rights and claims that it may have under §43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction the Owner may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

**Section 4 – The Term.** The term of this Agreement (the "Term") shall be twenty (20) years from the date that this Agreement is approved by the City Council of the City of Lubbock. At the end of the Term, the Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed

a petition for voluntary annexation of the Property, and the Property will be subject to voluntary annexation in accordance with Section 3 of this Agreement. Prior to the end of the Term, the City may commence the voluntary annexation of the Property.

**Section 5 – Termination.**
This Agreement will automatically terminate at the end of the Term. This Agreement shall terminate upon the filing of any plat or related development document with the City or with Lubbock County or upon the Owner's failure to prove that it is the sole owner of the Property with the authority to sign this Agreement. The Owner and the City may agree in writing to terminate this Agreement prior to the expiration of the Term of this Agreement.

**Section 6 – City Council Approval Required.** If the City Council of the City of Lubbock does not affirmatively vote to annex an area that contains the Property, then this Agreement will be null and void in its entirety.

**Section 7 – Notification.** Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Further, the Owner and the Owner's heirs, successors, and assigns shall give the City written notice within fourteen (14) days of any change in the status of the Property.

A copy of any notice required by this section shall be forwarded to the City at the following address:

| | | |
|---|---|---|
| **City of Lubbock**<br>**Attn: City Secretary**<br>**P.O. Box 2000**<br>**Lubbock, Texas 79457** | *With copy to*: | **City of Lubbock**<br>**Attn: Director of Planning**<br>**P.O. Box 2000**<br>**Lubbock, Texas 79457** |

This Agreement shall run with the Property and be recorded in the real property records of Lubbock County, Texas.

**Section 8 – Waiver.** Any failure by the Owner or the City to insist upon strict performance by either party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Owner or the City shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by a written agreement signed by the Owner or the City waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by the Owner or the City of any provision of this Agreement shall be deemed or construed to be a waiver of any other provision or subsequent waiver of the same provision. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by any Party of any immunity from suit or liability that it may have by operation of law. The Parties agree that the City shall retain all of its governmental immunities.

**Section 9 – Assurance of Ownership.** The Owner hereby expressly affirms that it is the sole owner of the Property and that no other person or entity has a valid claim to any right, title, or ownership in the Property. Should any dispute of right, title, or ownership concerning the Property arise subsequent to the Owner's execution of this Agreement, the Owner hereby agrees to be solely responsible for defending and confirming its absolute right, title, and ownership to the Property. If the Owner cannot

defend or fails to defend its right, title, and ownership to the Property, then this Agreement shall terminate.

**Section 10 – Governing Law.** This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Owner and the City are performable in Lubbock County, Texas. Venue for any action to enforce or construe this Agreement shall be Lubbock County, Texas. This Agreement is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders and regulations of any local, state, or federal governmental authority, having or asserting jurisdiction. However, nothing contained in this Agreement shall be construed as a waiver by the Owner or the City of any right to question or contest any law, order, rule, or regulation which may affect the terms and conditions of this Agreement in any forum having jurisdiction, and the Owner and the City each agree to make a good faith effort to support all proposed laws and regulations which would be consistent with the performance of this Agreement in accordance with its terms. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the Property pursuant to this Agreement.

**Section 11 – Remedy.** 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, the former shall control.

**Section 12 – Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with the Texas Public Information Act (Tex. Gov't. Code Ann. Chapter 552 et seq., as amended), the same shall be of no force and effect.

**Section 13 – Third-Party Beneficiaries.** This Agreement only inures to the benefit of, and may only be enforced by, the Owner and the City. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

**Section 14 – No Personal Liability & No Joint Venture.** Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this Agreement. This Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the parties.

**Section 15 – Due Diligence & Force Majeure.** The Owner and the City shall use good faith, due diligence, and reasonable care in the performance of the obligations under this Agreement, and time shall be of the essence in such performance. In the event that the Owner or the City is unable to perform its respective obligations under this Agreement, due to any event or circumstance that is not within the reasonable respective control of the Owner or the City that could not have been avoided by either the Owner or the City with the exercise of good faith, due diligence, and reasonable care (a "Force Majeure"), then the obligations affected by the Force Majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a Force Majeure, the Owner or the City shall give notice to each other, including a detailed explanation of the Force Majeure and a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time.

**Section 16 – Enforcement.** This Agreement may be enforced by the Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

**Section 17 – Governmental Powers.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers, except as expressly set forth herein.

**Section 18 – 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. The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect.

**Section 19 – Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Owner and the City. Without limiting the generality of the foregoing, if it is determined that, as of the date that this Agreement becomes effective, that any Owner does not own any portion of the Property, then this Agreement shall remain in full force and effect with respect to the remaining portion of the Property that the Owners actually own.

**Section 20 – Entire Agreement.** This Agreement constitutes the entire agreement between the Owner and the City and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. The Owner acknowledges that each and every Owner of the Property must sign this Agreement in order for the Agreement to take full effect.

**Section 21 – Captions & Recitals.** Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement. However, each of the recitals contained herein, by this reference, shall be incorporated into, and deemed a part of, this Agreement.

**Section 22 – Modification of Agreement.** This Agreement cannot be modified or amended except in writing signed by the Owner and the City and attached and made a part of this Agreement.

**Section 23 – Ch. 212 Agreement in lieu of Ch. 43 Agreement.** If the Property is subject to an agricultural exemption, the Owner hereby acknowledges that the City, through the Office of the City Attorney, offered to make a development agreement with the Owner under §43.035 of the Texas Local Government Code. The Owner further acknowledges that the Owner rejected the offer to make a §43.035 Agreement in order to enter in to this §212.172 Agreement.

**IN WITNESS HEREOF, the parties mutually enter this Agreement on this** 14th **day of** April **, 2016.**

**For the City**

**GLEN C. ROBERTSON, MAYOR**

**For the Owner**

**Tawnya Hogan, Owner**

**ATTEST:**

Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

Andrew Paxton, Director of Planning

**APPROVED AS TO FORM:**

Justin Pruitt, Assistant City Attorney

## NOTARIZATION

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**State of Texas** §
**County of Lubbock** §

This instrument was executed before me on April 14 (DATE) 2016, by Glen C. Robertson (NAME) Mayor (TITLE) of the City of Lubbock, a Texas municipal corporation, on behalf of said corporation.

Magen D. Murchison
Notary Public

MAGEN D. MURCHISON
Notary Public, State of Texas
My Commission Expires 04-03-2017

---

**State of Texas** §
**County of Lubbock** §

This instrument was executed before me on April 7 (DATE) 2016, by Tawnya Hogan (TAWNYA HOGAN – OWNER) on behalf of said Owner.

Seneca Houchin
Notary Public

SENECA LEIGH HOUCHIN
Notary Public, State of Texas
My Commission Expires 05/08/2018
ID # 12981290-6

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**When Recorded Return To:**

City Secretary
City of Lubbock, Texas
1625 13th Street
Lubbock, Texas 79401

## EXHIBIT A — The Property

a 1.5 acre tract of land, more or less, being out of the NE/4 of Sect. 9, Block AK, Lubbock County, Texas, described as follows:

BEGINNING at a point in the east line of Section 9, Block AK, 1193.5 feet south of its NE corner, in the N-S public road, for the beginning and northeast corner of this tract,

THENCE west 660 feet, parallel to the southern line of a 5 acre tract described by metes and bounds at Vol. 1425, Pg. 766, Deed Records, Lubbock County, Texas, to a point;

THENCE south 165 feet parallel to and the same line as the western line of a 5 acre tract described by metes and bounds at Vol. 1425, Pg. 766, Deed Records, Lubbock County, Texas, to a point;

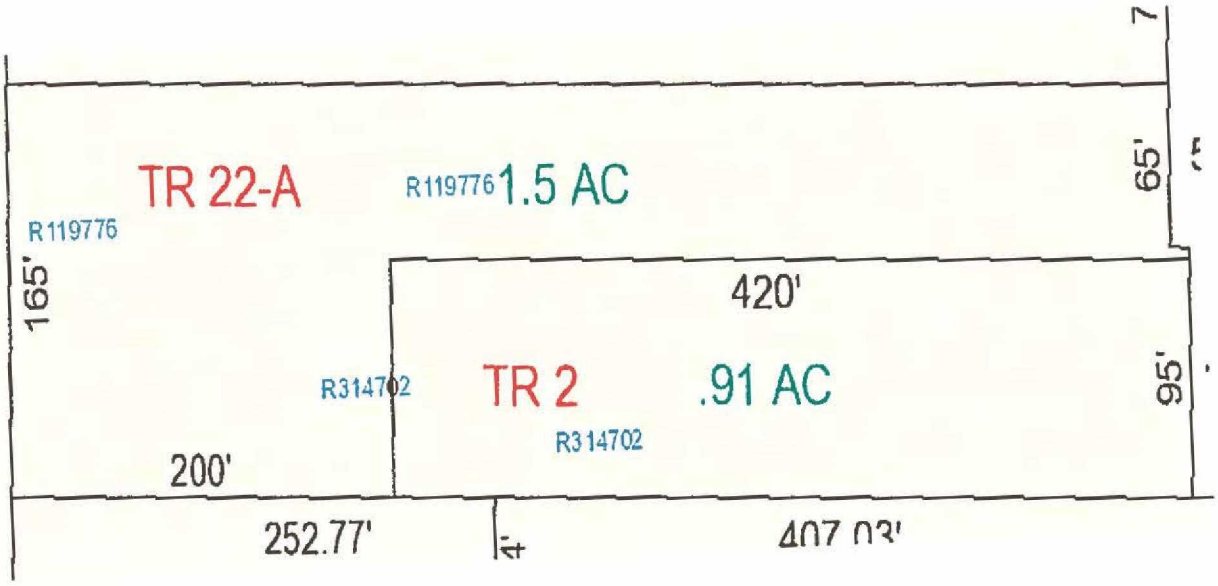
THENCE east 200 feet parallel to and the same line as the southern line of a 5 acre tract described by metes and bounds at Vol. 1425, Pg. 766, Deed Records, Lubbock County, Texas, to a point;

THENCE north 95 feet parallel to and the same line as the western line in the "Gerald W. Wilson Tract" described by metes and bounds at Vol. 1185, pg. 680, Deed Records, Lubbock County, Texas, to a point;

THENCE east 460 feet along a line parallel to and the same as the northern line in the "Gerald W. Wilson Tract" described by metes and bounds at Vol. 1185, pg. 680, Deed Records, Lubbock County, Texas, to a point in the east line of Sect. 9, Block AK;

THENCE north 70 feet along the east line of Section 9, Block AK, to the PLACE OF BEGINNING.

# BLK AK SEC 9 AB 161 TR 22A AC: 1.5




**FILED AND RECORDED**

**OFFICIAL PUBLIC RECORDS**

Kelly Pinion, County Clerk
Lubbock County, TEXAS
05/23/2016 10:02 AM
FEE: $58.00
2016017879



(Hogan & Houk – R118776)

**Exhibit B**

## MUNICIPAL SERVICE PLAN

### FIRE

*Existing Services:* None

*Services to be Provided*: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 16, located at 4030 114th Street, Station 19 located at 5826 98th Street, and Station No. 14 located at 2402 96th Street. Station No. 16 is approximately 2 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. Station 19 is approximately 3 miles from the proposed annexation with an approximate response time of 8 to 9 minutes. Station No. 14 is approximately 3 miles from the proposed annexation with an approximate response time of 8 to 9 minutes. Fire suppression activities can be afforded to the annexed area within current appropriation with a less than desirable response time. As these areas are developed an additional fire station(s) will be considered. Fire Prevention activities will be provided by the Fire Marshal's office as needed.

### POLICE

*Existing Services:* None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

*Services to be Provided:* The Police Department mission and purpose is to protect people and property; maintain social order by conducting criminal investigations and enforcing laws governing public health, order, and decency. The Police Department will extend the following services to the newly annexed area:

- Preventive patrol, traffic enforcement, and timely response to calls for service.
- Investigate crimes, arrests offenders, and assists in criminal prosecutions.
- Provide crime analysis, coordinate with any new neighborhood groups, enforce the alarm ordinance, and assume responsibility for the registering and monitoring of sex offenders.
- Maintain and disseminate records and documents of activities in the area.
- Enforce municipal ordinances that address physical signs of urban blight and social disorder.

Although spreading current resources of manpower out further, these services can be provided within the current budget to the annexed area. However as more houses and businesses begin filling in the vast area of the annexation in the next couple of years, it will be a necessity to increase staffing levels and associated equipment requirements in the Field Services Bureau and Investigations Services Bureau causing an increase in the budgets from FY16-17 and beyond. Additionally, a substation in the South or Southwest part of Lubbock will become a necessity to accommodate increased staffing and access by the citizens in that area of the city for better customer service.

## CITY SECRETARY

*Existing Services:* None

*Services to be Provided:* Administration of Municipal Election services.

## BUILDING INSPECTION

*Existing Services: None*

*Services to be Provided:* The Building Inspection 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 codes which regulate building construction within the City of Lubbock.

It is anticipated that such services can be provided with current personnel and within the current budget appropriation. 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.

## PLANNING AND ZONING

*Existing Services:* The City of Lubbock Subdivision Ordinance regulations extend into the ETJ.

*Services to be Provided:* The Planning 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 property will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. As Lubbock continues to grow, so does the need for and importance of long range planning in order to better serve the community. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

## GIS AND DATA SERVICES

*Existing Services:* None

*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 changes to voting precincts (if any) and other elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses and street names, to Stormwater Management for impervious surfaces and to Police and Fire for updated information for 911 Dispatch. The updated information will be reflected on the GIS website for use by the public.

These services can be provided within the department's current budget.

**LIBRARY**

*Existing services*: Free library use privileges are currently available to anyone residing in this area, as part of an agreement with Lubbock County.

*Services to be Provided:* These services will continue to be provided upon annexation.

**CODE ADMINISTRATION/ENVIRONMENTAL HEALTH DEPARTMENTS**

*Existing Services:* None

*Services to be Provided:* The City of Lubbock's Code Administration/Environmental Health Departments 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/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.

**ANIMAL SERVICES**

*Existing Services:* None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

*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.

**STREET**

*Existing Services:* Lubbock County Public Works currently maintains the county roads.

*Services to be Provided:* In accordance with the Master Thoroughfare Plan, the proposed annexation area will add approximately 8 centerline miles of thoroughfare

roadways to the City's infrastructure. As development occurs, the City's current policies require the City to design and build thoroughfares. Capital projects may be required in the future to provide adequate funding to support this anticipated growth. The timing of these improvements would be contingent on available funding and growth patterns in these areas.

**STREET LIGHTING**

*Existing Services:* None

*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.

**STORM WATER MANAGEMENT**

*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.

*Services to be Provided:* As land is developed, developers will provide plans for addressing the conveyance of storm water drainage. The Storm Water 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.

**TRAFFIC ENGINEERING**

*Existing Services:* None

*Services to be Provided:* Upon annexation approximately twenty-four (24) signs will be upgraded to city standards, thirty (30) new signs will be installed, and ten miles of

painted lane lines and pavement markings will be maintained. Current budget and staff are sufficient to provide these services. After 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.

## WATER AND SANITARY SEWER SERVICE

*Existing Services:* None

*Services to be Provided*: Water and Sewer:

a) Water and sewer are not readily available in a majority of areas proposed for annexation.
b) Major main extensions to these areas will need to be considered by City Council for future capital improvements projects to service these areas. County Road 7450 will need fire protection through a capital improvements project within 2.5 years of annexation. Up to three fire hydrants will be provided within one-half mile west of County Road 2200 (University Avenue) as required for adequate fire protection.
126th Street will need fire protection through a capital improvements project within 2.5 years of annexation. Up to three fire hydrants will be provided within one-half mile west of Chicago Avenue as required for adequate fire protection.
134th Street and 138th Street will need fire protection through a capital improvements project within 2.5 years of annexation. Up to three fire hydrants will be provided within one-half mile between Frankford Avenue and Chicago Avenue as required for adequate fire protection.
Water for fire protection prior to the extension of water lines from the City on County Road 7450, 126th Street, 134th Street, 138th Street, and any other area will need to be provided through pump trucks.
c) Availability of water and sewer prior to or beyond the extension of a capital improvements project is at the request and expense of the developer, and shall be provided within current policies and ordinances of the City (see below for explanation of pro-rata charges.
d) Water and sewer for domestic and commercial use, when installed will be available at approved City rates.
e) Water for fire protection will be available through lines only after main extensions through a capital improvements project or development has occurred. Water in fire truck pumpers or in relay from existing sources will be used for fire suppression until that time for existing structures.

Pro-Rata Charges

Chapter 22.05 of the Code of Ordinances, 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. The pro-rata charges include $15.00 per front foot of lot or tract to be serviced for sewer and $12.00 for water, unless the actual extension cost is greater, then the charge is per actual cost.

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. Ordinance 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 considerations,
g) when the City Council can declare a health hazard and install mains at public expense.

## SOLID WASTE SERVICES

*Existing Services:* None

*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 it is expected that immediate development will not occur, 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 and exceeds route collection averages.

## MISCELLANEOUS

In addition to the services listed above, the City will provide full municipal services to the Annexation Area commensurate with the levels of services provided in other parts of the City except if differences in topography, land use, and population density constitute a sufficient basis for providing different levels of service, not later than two and one-half years after the effective date of the full-purpose annexation. If full municipal services cannot be reasonably provided within the aforementioned time period, the City will propose a schedule for providing said services within a period of four and one-half years after the effective date of the annexation, and/or upon commencement of development of a subdivision within this property, whichever occurs later.

"Full municipal services" are services provided by the annexing municipality within its full-purpose boundaries, excluding gas or electrical service. The City shall provide the services by any of the methods, policies, and ordinances by which it extends the services to any other area of the City. Accordingly, there may be costs incurred by the user in order to access certain services.

From: Abe Friesen abefriesen22@yahoo.com
Date: Feb 2, 2026 at 3:56:30 PM
To: kirk beattheheatshades.com
kirk@beattheheatshades.com

Sent from Yahoo Mail for iPhone

City of Lubbock TEXAS

## VOLUNTARY ANNEXATION APPLICATION

**APPLICATION IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES**

**MINIMUM SUBMITTAL REQUIREMENTS:**

- ☐ Application provided by City of Lubbock completed in full. This application must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☐ Annexation petition provided by City of Lubbock with notarized signature(s).
- ☐ Map of the subject property.
- ☐ A legal description of the property (including a survey, field notes or legal description with subdivision, lot and block) labeled as Exhibit A.
- ☐ Ownership Documents. A clean copy of recorded warranty deed or other document(s) verifying ownership of all property to be annexed. If the property is owned by a partnership, corporation, trust, or other entity, documents demonstrating signatory's authority to sign petition on behalf of entity must be included.
- ☐ One digital copy of all of the above.

**Property Owner(s):** Richardson Real Estate

Address: 13402 Frankford Ave

Address: Lubbock Tx 79424

Telephone: (806) 790-4161 Email: Kirk@beattheheatshades.com

Telephone: (____)_____ Email: _____

Acreage of property: 0.856 Number of lots and proposed use: 1 - light manufacturing retail sales

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.

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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: X _____

Signed: _____

Signed: _____

THE STATE OF TEXAS

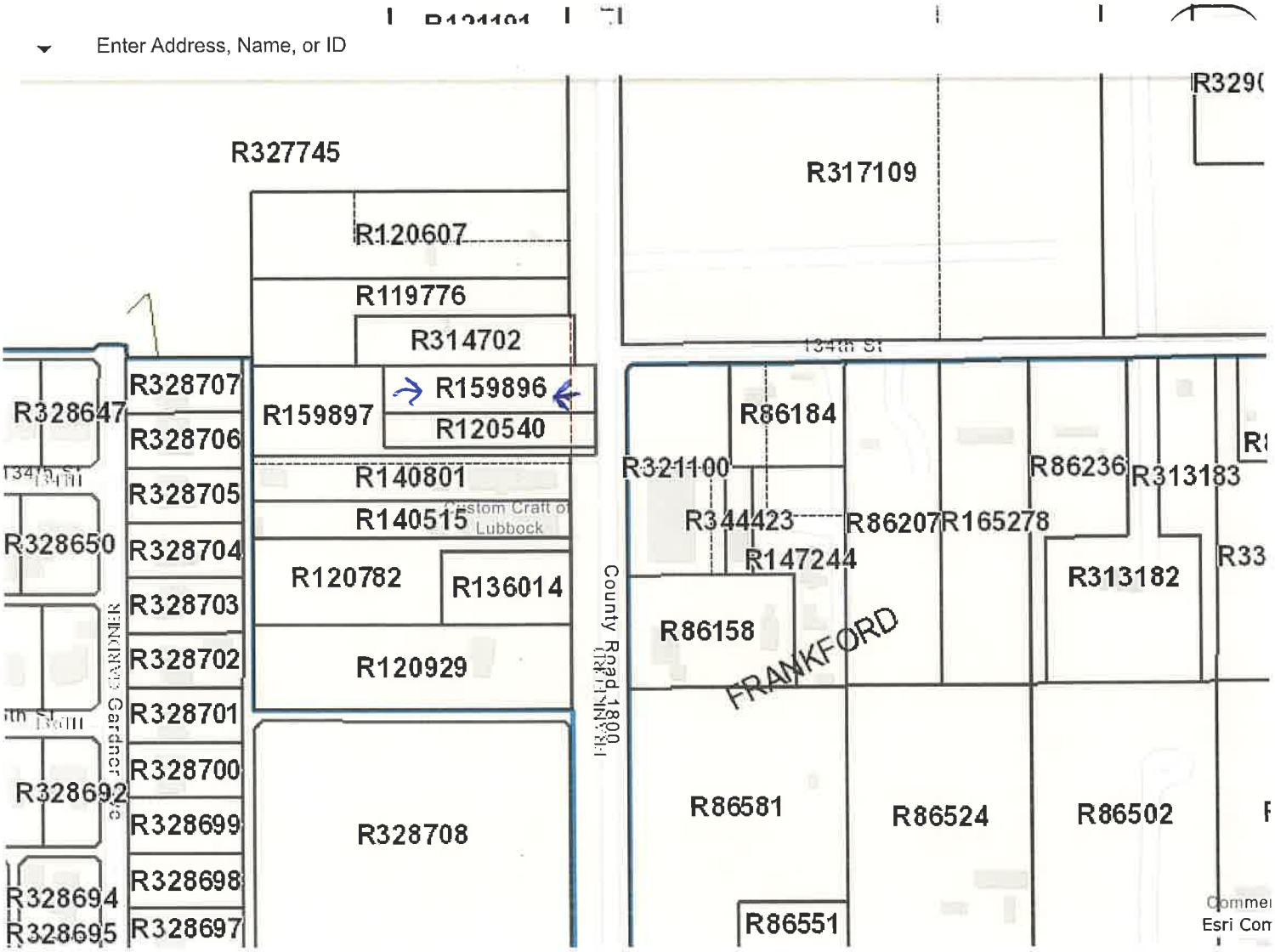
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____, 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 _____ day of _____, 20___.

Notary Public in and for _____ County, Texas.

Enter Address, Name, or ID




0 150 300ft

LUBBOCK CENTRAL APPRAISAL DISTRICT

| Property | Owner | Property Address | Tax Year | 2026 Market Value |
|---|---|---|---|---|
| R159896 | RICHARDSON REAL ESTATE LLC | 13402 FRANKFORD AVE, LUBBOCK, TX 79424 | 2( | N/A |

**Page:** Property Details

## 2026 GENERAL INFORMATION

| | |
|---|---|
| Property Status | **Active** |
| Property Type | **Single Family** |
| Legal Description | **BLK AK SEC 9 AB 161 TR 12B AC: .856** |
| Neighborhood | **1108A14 - Res. Cooper RFV14** |
| Account | **AC12009-90161-31260-000** |
| Related Properties | **R120540** |
| Map Number | **088** |
| Effective Acres | - |

## 2026 OWNER INFORMATION

| | |
|---|---|
| Owner Name | **RICHARDSON REAL ESTATE LLC** |
| Owner ID | |
| Exemptions | |
| Percent Ownership | **100%** |
| Mailing Address | **13413 FRANKFORD AVE #STE A LUBBOCK, TX 79424** |
| Agent | - |

## 2026 VALUE INFORMATION

| | |
|---|---|
| **MARKET VALUE** | |
| Improvement Homesite Value | **N/A** |
| Improvement Non-Homesite Value | **N/A** |
| Total Improvement Market Value | **N/A** |
| Land Homesite Value | **N/A** |
| Land Non-Homesite Value | **N/A** |
| Land Agricultural Market Value | **N/A** |
| Land Timber Market Value | **N/A** |
| Total Land Market Value | **N/A** |
| Total Market Value | **N/A** |
| **ASSESSED VALUE** | |
| Total Improvement Market Value | **N/A** |
| Land Homesite Value | **N/A** |
| Land Non-Homesite Value | **N/A** |
| Agricultural Use | **N/A** |
| Timber Use | **N/A** |
| Total Appraised Value | **N/A** |
| Homestead Cap Loss | **N/A** |
| Circuit Breaker Limit Cap Loss | |
| Total Assessed Value | **N/A** |

## 2026 ENTITIES & EXEMPTIONS

| TAXING ENTITY | EXEMPTIONS | EXEMPTIONS AMOUNT | TAXABLE VALUE | TAX CEILING |
|---|---|---|---|---|
| GLB- Lubbock County | | N/A | N/A | N/A |
| HSP- Lubb Cnty Hospital | | N/A | N/A | N/A |
| SCP- Lubbock Cooper ISD | | N/A | N/A | N/A |
| WHP- Hi Plains Water | | N/A | N/A | N/A |

## 2026 IMPROVEMENTS

Expand/Collapse All

| Improvement #1 | State Code | Homesite | Total Main Area (Exterior Measured) | Market Value |
|---|---|---|---|---|
| - | **E - Real: Rural Land not Open-space and Residential Imps** | **No** | **925 Sq. Ft** | **N/A** |

| RECORD | TYPE | YEAR BUILT | SQ. FT | VALUE | ADD'L INFO |
|---|---|---|---|---|---|
| 1 | MA - Main Area | 1945 | 925 | N/A | Details |
| 2 | STG - Storage | 1945 | 120 | N/A | Details |

## 2026 LAND SEGMENTS

| LAND SEGMENT TYPE | STATE CODE | HOMESITE | MARKET VALUE | AG USE | TIM USE | LAND SIZE |
|---|---|---|---|---|---|---|
| 1 - Residential | E - Real: Rural Land not Open-space and Residential Imps | No | N/A | N/A | N/A | 0.856000 acres |
| **TOTALS** | | | | | | **37,287 Sq. ft / 0.856000 acres** |

## VALUE HISTORY

| YEAR | IMPROVEMENT | LAND | MARKET | AG MARKET | AG USE | TIM MARKET | TIM USE | APPRAISED | HS CAP LOSS | CBL CAP LOSS | ASSESSED |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2025 | $21,792 | $15,408 | $37,200 | $0 | $0 | $0 | $0 | $37,200 | $0 | $0 | $37,200 |
| 2024 | $21,792 | $15,408 | $37,200 | $0 | $0 | $0 | $0 | $37,200 | $0 | $0 | $37,200 |
| 2023 | $21,792 | $13,696 | $35,488 | $0 | $0 | $0 | $0 | $35,488 | $0 | $0 | $35,488 |
| 2022 | $21,792 | $4,280 | $26,072 | $0 | $0 | $0 | $0 | $26,072 | $0 | $0 | $26,072 |
| 2021 | $28,784 | $4,280 | $33,064 | $0 | $0 | $0 | $0 | $33,064 | $0 | $0 | $33,064 |

## SALES HISTORY

| DEED DATE | SELLER | BUYER | INSTR # | VOLUME/PAGE |
|---|---|---|---|---|
| 6/15/2020 | JORDAN, NATHAN | RICHARDSON REAL ESTATE LLC | 2020-23699 | |
| 5/5/2020 | CITI MORTGAGE INC | JORDAN, NATHAN | 2020-17349 | |
| 10/17/2019 | HOUK, TANER | CITI MORTGAGE INC | 2019-40787 | |
| 5/22/2019 | WILSON, GERALD | HOUK, TANER | 2018-781619 | |
| 9/17/2008 | SALESS, STEVEN MICHAEL | WILSON, GERALD | 2008-36033 | |
| 9/15/2000 | HOGAN, NICK | SALESS, STEVEN MICHAEL | - | 6817/125 |


### DISCLAIMER

Every effort has been made to offer the most current and correct information possible on these pages. The information included on these pages has been compiled by District staff from a variety of sources, and is subject to change without notice. The Lubbock Central Appraisal District makes no warranties or representations whatsoever regarding the quality, content, completeness, accuracy or adequacy of such information and data. The Lubbock Central Appraisal District reserves the right to make changes at any time without notice. Original records may differ from the information on these pages. Verification of information on source documents is recommended. By using this application, you assume all risks arising out of or associated with access to these pages, including but not limited to risks of damage to your computer, peripherals, software and data from any virus, software, file or other cause associated with access to this application. The Lubbock Central Appraisal District shall not be liable for any damages whatsoever arising out of any cause relating to use of this application, including but not limited to mistakes, omissions, deletions, errors, or defects in any information contained in these pages, or any failure to receive or delay in receiving information said or implied.

From: Abe Friesen abefriesen22@yahoo.com
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kirk@beattheheatshades.com

Sent from Yahoo Mail for iPhone

City of Lubbock TEXAS

## VOLUNTARY ANNEXATION APPLICATION

**APPLICATION IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES**

**MINIMUM SUBMITTAL REQUIREMENTS:**

- ☐ Application provided by City of Lubbock completed in full. This application must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☐ Annexation petition provided by City of Lubbock with notarized signature(s).
- ☐ Map of the subject property.
- ☐ A legal description of the property (including a survey, field notes or legal description with subdivision, lot and block) labeled as Exhibit A.
- ☐ Ownership Documents. A clean copy of recorded warranty deed or other document(s) verifying ownership of all property to be annexed. If the property is owned by a partnership, corporation, trust, or other entity, documents demonstrating signatory's authority to sign petition on behalf of entity must be included.
- ☐ One digital copy of all of the above.

**Property Owner(s):** Richardson Real Estate.

Address: 13312 Frankford Ave

Address: Lubbock Tx 79424

Telephone: 806 790-4160 Email: Kirk@beat-the-heat-shades.com

Telephone: (___) _____ Email: _____

Acreage of property: 0.916 Number of lots and proposed use: 1 - light manufacturing retail sales

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.

From: Abe Friesen abefriesen22@yahoo.com
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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: X _____

Signed: _____

Signed: _____

THE STATE OF TEXAS

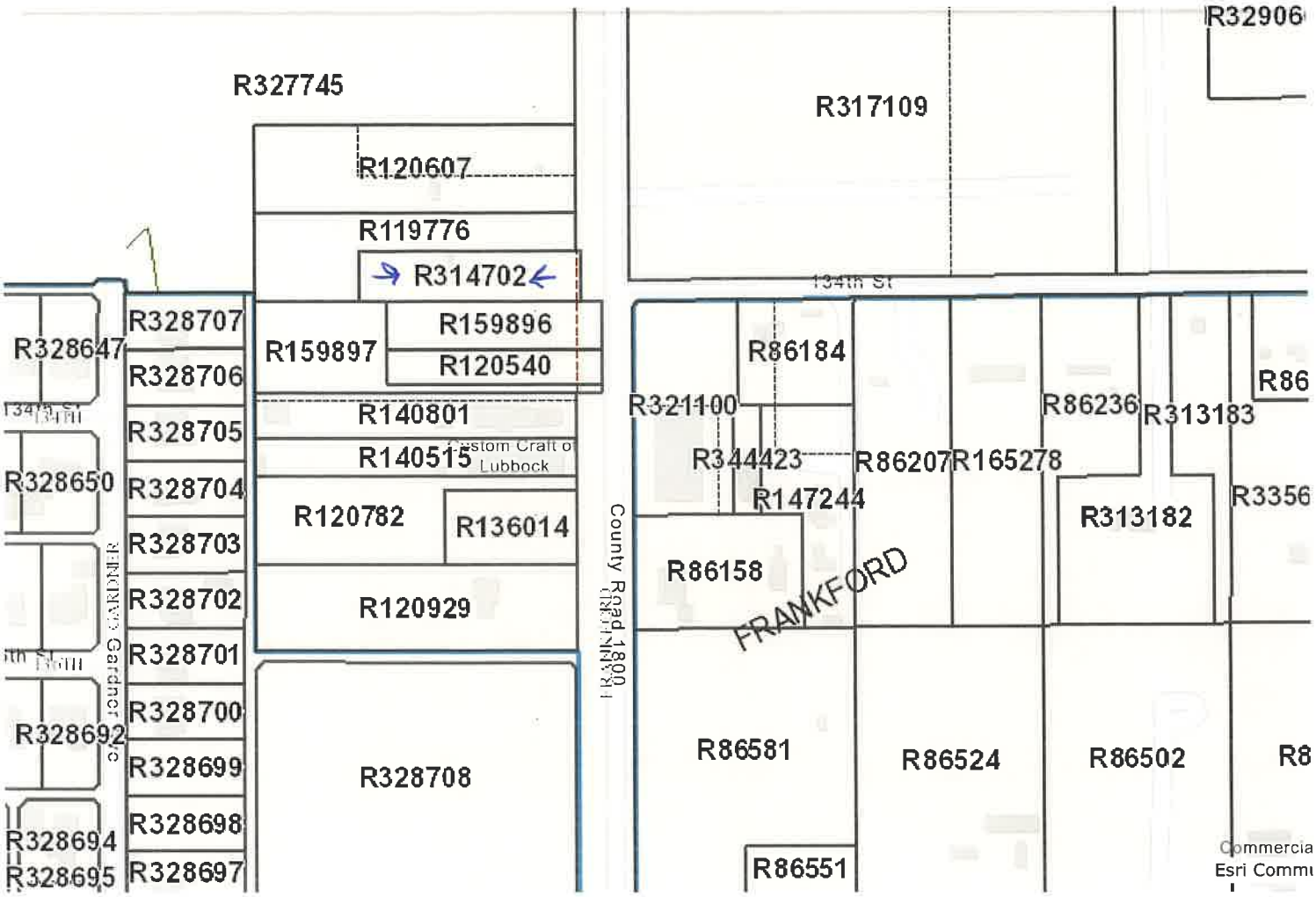
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____, 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 _____ day of _____, 20___.

Notary Public in and for _____ County, Texas.

Enter Address, Name, or ID




0 150 300ft

LUBBOCK CENTRAL APPRAISAL DISTRICT

| Property | Owner | Property Address | Tax Year | 2026 Market Value |
|---|---|---|---|---|
| R314702 | RICHARDSON REAL ESTATE LLC | 13312 FRANKFORD AVE, LUBBOCK, TX 79424 | 2( | N/A |

**Page:** Property Details

## 2026 GENERAL INFORMATION

| | |
|---|---|
| Property Status | **Active** |
| Property Type | **Single Family** |
| Legal Description | **BLK AK SEC 9 AB 161 TR 2 AC: .916** |
| Neighborhood | **1108A56 - Res. Cooper RFV5-6** |
| Account | **AC12009-90161-30020-000** |
| Related Properties | **R119776** |
| Map Number | **088** |
| Effective Acres | - |

## 2026 OWNER INFORMATION

| | |
|---|---|
| Owner Name | **RICHARDSON REAL ESTATE LLC** |
| Owner ID | |
| Exemptions | |
| Percent Ownership | **100%** |
| Mailing Address | **13413 FRANKFORD AVE LUBBOCK, TX 79424** |
| Agent | - |

## 2026 VALUE INFORMATION

**MARKET VALUE**

| | |
|---|---|
| Improvement Homesite Value | **N/A** |
| Improvement Non-Homesite Value | **N/A** |
| Total Improvement Market Value | **N/A** |
| Land Homesite Value | **N/A** |
| Land Non-Homesite Value | **N/A** |
| Land Agricultural Market Value | **N/A** |
| Land Timber Market Value | **N/A** |
| Total Land Market Value | **N/A** |
| Total Market Value | **N/A** |

**ASSESSED VALUE**

| | |
|---|---|
| Total Improvement Market Value | **N/A** |
| Land Homesite Value | **N/A** |
| Land Non-Homesite Value | **N/A** |
| Agricultural Use | **N/A** |
| Timber Use | **N/A** |
| Total Appraised Value | **N/A** |
| Homestead Cap Loss | **N/A** |
| Circuit Breaker Limit Cap Loss | |
| Total Assessed Value | **N/A** |

## 2026 ENTITIES & EXEMPTIONS

| TAXING ENTITY | EXEMPTIONS | EXEMPTIONS AMOUNT | TAXABLE VALUE | TAX CEILING |
|---|---|---|---|---|
| GLB- Lubbock County | | N/A | N/A | N/A |
| HSP- Lubb Cnty Hospital | | N/A | N/A | N/A |
| SCP- Lubbock Cooper ISD | | N/A | N/A | N/A |
| WHP- Hi Plains Water | | N/A | N/A | N/A |

## 2026 IMPROVEMENTS

Expand/Collapse All

| Improvement #1 | State Code | Homesite | Total Main Area (Exterior Measured) | Market Value |
|---|---|---|---|---|
| - | **E - Real: Rural Land not Open-space and Residential Imps** | **No** | **2,262 Sq. Ft** | **N/A** |

| RECORD | TYPE | YEAR BUILT | SQ. FT | VALUE | ADD'L INFO |
|---|---|---|---|---|---|
| 1 | MA - Main Area | 1948 | 2,262 | N/A | Details |
| 2 | GAR - Garage | 1948 | 462 | N/A | Details |
| 3 | STG - Storage | 1948 | 1,120 | N/A | Details |

## 2026 LAND SEGMENTS

| LAND SEGMENT TYPE | STATE CODE | HOMESITE | MARKET VALUE | AG USE | TIM USE | LAND SIZE |
|---|---|---|---|---|---|---|
| 1 - Residential | E - Real: Rural Land not Open-space and Residential Imps | No | N/A | N/A | N/A | 0.916000 acres |
| **TOTALS** | | | | | | **39,901 Sq. ft / 0.916000 acres** |

## VALUE HISTORY

| YEAR | IMPROVEMENT | LAND | MARKET | AG MARKET | AG USE | TIM MARKET | TIM USE | APPRAISED | HS CAP LOSS | CBL CAP LOSS | ASSESSED |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2025 | $210,388 | $16,488 | $226,876 | $0 | $0 | $0 | $0 | $226,876 | $0 | $0 | $226,876 |
| 2024 | $210,388 | $16,488 | $226,876 | $0 | $0 | $0 | $0 | $226,876 | $0 | $0 | $226,876 |
| 2023 | $195,177 | $14,656 | $209,833 | $0 | $0 | $0 | $0 | $209,833 | $0 | $0 | $209,833 |
| 2022 | $195,177 | $2,931 | $198,108 | $0 | $0 | $0 | $0 | $198,108 | $0 | $0 | $198,108 |
| 2021 | $151,398 | $2,931 | $154,329 | $0 | $0 | $0 | $0 | $154,329 | $0 | $0 | $154,329 |

## SALES HISTORY

| DEED DATE | SELLER | BUYER | INSTR # | VOLUME/PAGE |
|---|---|---|---|---|
| 7/7/2022 | HOGAN TAWNYA & BRANDT HAMILTON | RICHARDSON REAL ESTATE LLC | 2022-32899 | |
| 5/22/2019 | WILSON, GERALD | HOGAN TAWNYA & BRANDT HAMILTON | 2018-781619 | |
| 9/17/2008 | WILSON, TROY | WILSON, GERALD | 2008-36034 | |


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kirk@beattheheatshades.com

Sent from Yahoo Mail for iPhone

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 _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____, 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 _____ day of _____, 20___.

From: Abe Friesen abefriesen22@yahoo.com
Date: Feb 2, 2026 at 3:56:30 PM
To: kirk beattheheatshades.com
kirk@beattheheatshades.com

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City of Lubbock TEXAS

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- ☐ Map of the subject property.
- ☐ A legal description of the property (including a survey, field notes or legal description with subdivision, lot and block) labeled as Exhibit A.
- ☐ Ownership Documents. A clean copy of recorded warranty deed or other document(s) verifying ownership of all property to be annexed. If the property is owned by a partnership, corporation, trust, or other entity, documents demonstrating signatory's authority to sign petition on behalf of entity must be included.
- ☐ One digital copy of all of the above.

**Property Owner(s):** KRich Real Estate Holdings LLC

Address: 13308 Frankford Ave

Address: Lubbock Tx 79424

Telephone: 806 790-4161 Email: Kirk@beattheheatshades.com

Telephone: (___) _____ Email: _____

Acreage of property: 1.5 Number of lots and proposed use: 1 - light manufacturing retail shop

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.

LUBBOCK CENTRAL APPRAISAL DISTRICT

| Property | Owner | Property Address | Tax Year | 2026 Market Value |
|---|---|---|---|---|
| R119776 | KRICH REAL ESTATE HOLDINGS LLC | 13308 FRANKFORD AVE, LUBBOCK, TX 79424 | 2026 | N/A |

**Page:** Property Details

## 2026 GENERAL INFORMATION

| | |
|---|---|
| Property Status | **Active** |
| Property Type | **Other** |
| Legal Description | **BLK AK SEC 9 AB 161 TR 22A AC: 1.5** |
| Neighborhood | **1108 - City Lubbock Cooper Sch** |
| Account | **AC12009-90161-32200-000** |
| Related Properties | **R314702** |
| Map Number | **088** |
| Effective Acres | - |

## 2026 OWNER INFORMATION

| | |
|---|---|
| Owner Name | **KRICH REAL ESTATE HOLDINGS LLC** |
| Owner ID | |
| Exemptions | |
| Percent Ownership | **100%** |
| Mailing Address | **6306 COUNTY ROAD 7475 LUBBOCK, TX 79424** |
| Agent | - |

## 2026 VALUE INFORMATION

**MARKET VALUE**

| | |
|---|---|
| Improvement Homesite Value | **N/A** |
| Improvement Non-Homesite Value | **N/A** |
| Total Improvement Market Value | **N/A** |
| Land Homesite Value | **N/A** |
| Land Non-Homesite Value | **N/A** |
| Land Agricultural Market Value | **N/A** |
| Land Timber Market Value | **N/A** |
| Total Land Market Value | **N/A** |
| Total Market Value | **N/A** |

**ASSESSED VALUE**

| | |
|---|---|
| Total Improvement Market Value | **N/A** |
| Land Homesite Value | **N/A** |
| Land Non-Homesite Value | **N/A** |
| Agricultural Use | **N/A** |
| Timber Use | **N/A** |
| Total Appraised Value | **N/A** |
| Homestead Cap Loss | **N/A** |
| Circuit Breaker Limit Cap Loss | |
| Total Assessed Value | **N/A** |

## 2026 ENTITIES & EXEMPTIONS

| TAXING ENTITY | EXEMPTIONS | EXEMPTIONS AMOUNT | TAXABLE VALUE | TAX CEILING |
|---|---|---|---|---|
| GLB- Lubbock County | | N/A | N/A | N/A |
| HSP- Lubb Cnty Hospital | | N/A | N/A | N/A |
| SCP- Lubbock Cooper ISD | | N/A | N/A | N/A |
| WHP- Hi Plains Water | | N/A | N/A | N/A |

## 2026 IMPROVEMENTS

Expand/Collapse All

Improvement #1 -

| State Code | Homesite | Total Main Area (Exterior Measured) | Market Value |
|---|---|---|---|
| **A2 - Real Residential Mobile Home Only** | **No** | **1,064 Sq. Ft** | **N/A** |

| RECORD | TYPE | YEAR BUILT | SQ. FT | VALUE | ADD'L INFO |
|---|---|---|---|---|---|
| 1 | MA - Main Area | 1980 | 1,064 | N/A | Details |




# Field Notes on a

## 3.355 Acre Tract out of Section 9, Block AK, Lubbock County, Texas

FIELD NOTES on a 3.355 acre tract out of Section 9, Block AK, Lubbock County, Texas, and being further described by metes and bounds as follows:

BEGINNING at the Northeast corner of this tract in the East line of Section 9, from which the Northeast corner of Section 9 is called to bear North, 1193.5 feet;

THENCE South, with the East line of Section 9, a distance of 256.50 feet to the Southeast corner of this tract;

THENCE West 407.00 feet to a corner of this tract;

THENCE North 91.50 feet to a corner of this tract

THENCE West, 253.00 feet to the most Westerly Southwest corner of this tract in the East line of Sundance Estates Addition recorded in County Clerk's File Number (CCFN) 2016026077;

THENCE North, with the East line of Sundance Estates, a distance of 165.00 feet to the Northwest corner of this tract;

THENCE East 660.00 feet to the POINT OF BEGINNING, containing 3.355 acres.

NOTE: These field notes are not based on a survey made on the ground and are for planning purposes only.

Scale: 1"=200'

ABACUS
LAND SURVEYING
Count on It
806-745-7670
5807 16th Street
LUBBOCK, TEXAS
TEXAS SURVEYING FIRM NO. 10115300

AI# 14210
Regular City Council Meeting 7. 1.
04/14/2026:

## Information

### Agenda Item

**Board Appointments - City Secretary:** Consider appointments to the Animal Services Advisory Board, Audit & Investment Committee, Board of Health, Capital Improvements Advisory Committee, Civic Lubbock, Inc. Board of Directors, Keep Lubbock Beautiful Advisory Committee, Lake Alan Henry Board of Appeals, Libraries Board, Park and Recreation Board, Public Transit Advisory Board, StarCare Board of Trustees, Veterans Advisory Committee, and the Zoning Board of Adjustment.

### Item Summary

Consider appointments to the Animal Services Advisory Board, Audit & Investment Committee, Board of Health, Capital Improvements Advisory Committee, Civic Lubbock, Inc. Board of Directors, Keep Lubbock Beautiful Advisory Committee, Lake Alan Henry Board of Appeals, Libraries Board, Park and Recreation Board, Public Transit Advisory Board, StarCare Board of Trustess, Veterans Advisory Committee, and the Zoning Board of Adjustment.

### Fiscal Impact

None

### Staff/Board Recommending

Courtney Paz, City Secretary

## Attachments

*No file(s) attached.*