City of Lubbock, Texas
Regular City Council Meeting
November 3, 2026

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

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

http://www.mylubbock.us

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

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

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

A quorum of the City Council will be physically present in City Council Chambers located in Citizens Tower, 1314 Avenue K, Lubbock, Texas. One or more members of the City Council, or any employee of the City of Lubbock, however, may participate in the meeting by video-conference call as permitted under Section 551.127 of the Texas Government Code.

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

3:00 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. Triple E Holdings LLC v. Caymus Cove LLC and Allen Butler Construction, Inc., Cause No. DC-2026-CV-1594

1. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters, the appointment, employment, evaluation, or reassignment of the following:

1. 2. 1. City Manager

Adjourn from Executive Session

Immediately following Executive Session, City Council reconvenes in Open Session in City Council Chambers

2. **Ceremonial Items**

2. 1. Invocation

2. 2. Pledges of Allegiance

Call to Order

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

4. **Minutes**

4. 1. September 22, 2026 Regular City Council Meeting

4. 2. October 13, 2026 Regular City Council Meeting

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

5. 1. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 1, respecting the Impact Fee Service Area B Fund and the Stormwater Capital Project Fund, for street drainage improvement design.

5. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 2, respecting the General Fund, Golf Operations Fund and Golf Capital Projects Fund, for golf course improvement and General Fund repayment.

5. 3. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2026-O0132, abandoning and closing an alley located in Block 137 of Original Town of Lubbock, in Section 1, Block O, west of Avenue E, between 13th Street and Broadway.

5. 4. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing an Underground Street-Light Easement between 41st Street and 40th Street, Lubbock County, Texas, located between Lots 65 and 66, on the north side of 41st Street, east of Trenton Avenue, and west of Rochester Avenue.

5. 5. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance, and related documents, abandoning and closing a Private Access Easement, located in Section 9, Block E, Cactus Addition, Lubbock County, south of 84th Street, and east of Avenue U.

5. 6. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement, with In Touch Real Estate, LLC, for the purchase of a 0.5590-acre tract of land located in Section 23, Block AK, Lubbock County, Texas (Parcel 2C), located at the northwest corner of Upland Avenue and 114th Street, toward the west, to be utilized for the 2024 Street Bond Project.

5. 7. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement, with Golden Spread Electric Cooperative, Inc., for the purchase of a 0.4567-acre tract of land located in Section 21, Block E, Lubbock County, Texas, (Parcel 36), at the southwest corner of Avenue P and 146th Street, to be utilized for the 2024 Street Bond Project.

5. 8. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement with In Touch Real Estate, LLC, for the purchase of a 1.002-acre tract of land located in Section 23, Block AK, Lubbock County, Texas (Parcel 2), at the northwest corner of Upland Avenue and 114th Street, to be utilized for the 2024 Street Bond Project.

5. 9. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement, with Mazen Batrice, for the purchase of a 1.028-acre tract and a 0.1780-acre tract of land located in Section 21, Block E-2, Lubbock County, Texas (Parcels 17 and 18), at the southwest corner of 114th Street and University Avenue, and east of Akron Avenue, to be utilized for the 2022 Street Bond Project.

5. 10. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement, Contract 18843, and related documents, by and between the City of Lubbock and Hugo Reed and Associates, Inc., for the reconstruction of Avenue P from 130th Street to 146th Street, to be utilized for the 2022 Street Bond Project.

5. 11. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 3 to Professional Services Agreement, Contract No. 17265, and related documents, with Alan Plummer Associates, Inc., for an extension of time to complete its work on the Reese Waterline Project.

5. 12. **Resolution - Utilities, Water Operations:** Consider a resolution authorizing the Mayor to execute Purchase Order 23106311, with Global WET, to purchase waste pumps for use at the Southeast Water Reclamation Plant.

5. 13. **Resolution - Public Works, Traffic Management:** Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 10 to the Agreement for the Installation and Reimbursement for Operation and Maintenance of Traffic Signals within a Municipality, by and between the City of Lubbock and the Texas Department of Transportation.

5. 14. **Resolution - Public Works, Pipeline Maintenance:** Consider a resolution authorizing the Mayor to execute Public Works Contract 19975, with Fuquay, Inc., for repairs to the 24-inch steel aerial sewer line that crosses the creek in Aztlan Park.

5. 15. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute Amendment No. 6 to the Department of State Health Services (DSHS) Contract No. HHS001439500038, under the Public Health Emergency Preparedness Cooperative Agreement from the Centers for Disease Control and Prevention, and all related documents, by and between the City of Lubbock and the State of Texas, acting by and through DSHS.

5. 16. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Community Development Block Grant Funding Agreement 20003, and all related documents, by and between the City of Lubbock, Community Development and Family Promise of Lubbock.

5. 17. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Community Development Block Grant Funding Agreement 20004, and all related documents, by and between the City of Lubbock, Community Development and Catholic Charities Diocese of Lubbock, Inc.

5. 18. **Resolution - Business Development:** Consider a resolution approving an economic development grant and contract of the Lubbock Economic Development Alliance, with Small Lot Bottles, for expansion of the company's current facility and for new job creation, pursuant to Section 501.073 of the Texas Local Government Code.

5. 19. **Resolution - Civic Center:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Contract 19319, with Thompson, Ventulett, Stainback & Associates, Inc., dba TVS, for conceptual design and probable cost of construction estimate, to expand and renovate the Lubbock Memorial Convention Center.

5. 20. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Agreement 20006, and related documents, by and between the City of Lubbock Public Libraries and SirsiDynix, for the Enterprise SaaS Annual Subscription, Support, and Software Maintenance.

5. 21. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 90000101, with Axon Enterprise, Inc., for body-worn and in-car camera systems for the Police Department.

5. 22. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 90000102, with Axon Enterprise, Inc., for body-worn camera systems for the Lubbock Fire Marshal's Office.

5. 23. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Contract 20012, with Visual Edge IT, for copier lease and service.

5. 24. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Professional Services Agreement, Contract 17746, with Denovo Ventures, LLC., a wholly owned subsidiary of Argano LLC., for the financial system software support.

5. 25. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33002185, with CivicPlus, LLC., for a document accessibility platform for Americans with Disabilities Act compliance.

5. 26. **Resolution - Fleet Services:** Consider a resolution rejecting all bids regarding secondary contracts for auto body and collision repairs for City of Lubbock vehicles, pursuant to ITB 26-19354-YB.

5. 27. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Contract 19904 with Siddons Martin Emergency Group LLC; Contract 19758 with Warren Power & Machinery, Inc. dba Warren Cat; Contract 19902 with KJT Diesel & Equipment Service, LLC; Contract 19903 with Nebraskaland Tire dba McWhorter's Tire and Service; and Contract 19901 with Cummins Southern Plains, LLC dba Cummins Sales and Service, for the maintenance and repair of City heavy-duty vehicles, off-road, water craft vessels, specialty vehicles and equipment.

5. 28. **Resolution - City Secretary:** Consider a resolution authorizing the Mayor to execute a Master Services Agreement, Service Contract 20148, with MCCi, LLC, for upgrades to the Laserfiche Document Management System.

5. 29. **Resolution - City Manager:** Consider a resolution authorizing the City Manager, or his designee, authority to apply for a Defense Economic Adjustment Assistance Grant (DEAAG) in partnership with Texas Tech University, for the further development of the Reese National Security Complex.

5. 30. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute a Settlement Agreement and Release of all Claims, in Cause No. DC-2026-CV-1465, Red Canyon Development, LLC v. the City of Lubbock, and all related documents.

6. **Regular Agenda**

6. 1. **Ordinance 1st Reading - Engineering:** Consider an ordinance amending Chapter 36 of the Code of Ordinances by adding "Division 2 Paving Alleys by Petition" to Article 36.08, establishing a procedure for property owners to petition the city to pave and improve an unimproved alley at the cost of the abutting property owners.

6. 2. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Public Works Contract 19922, with MH Civil Constructors, Inc., for Highland Oaks Municipal Water Distribution System Improvements.

6. 3. **Resolution - City Manager:** Consider a resolution amending the City of Lubbock's 2026-2027 Legislative Package for the 90th Texas Legislative Session and 120th United States Congress, previously approved by Resolution No. 2026-R0333, to include for discussion purposes with the City's delegation, an item regarding the impact large-scale data centers could have on the City's public utility resources and the City's infrastructure.

5:30 p.m. - City Council will continue in Work Session on the 2nd Floor in CT 201-A and CT 201-B of Citizens Tower.

7. **Work Session**

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

7. 2. Discussion regarding Lubbock City Charter Review and/or Amendments

AI# 14681
Regular City Council Meeting **4. 1.**
11/03/2026:

Information

Agenda Item
September 22, 2026 Regular City Council Meeting

Item Summary
September 22, 2026 Regular City Council Meeting

Fiscal Impact
None

Staff/Board Recommending
Courtney Paz, City Secretary

Attachments

9.22.2026

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
September 22, 2026
12:30 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 22nd of September, 2026, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 12:30 p.m.

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

Present: Mayor Mark W. McBrayer; Mayor Pro Tem Dr. Jennifer Wilson; Council Member David Bruegel; Council Member Tim Collins; Council Member Christy Martinez-Garcia; Council Member Tim Green; Council Member Gordon Harris; City Secretary Courtney Paz; City Attorney Matt Wade; Deputy City Manager Bill Howerton

Note: City Council addressed agenda items in the following order:
- *Executive Session; 2.1-2.3; Citizen Comments 3; 4.1; 5.1-5.12; 5.16-5.21; 5.23-5.34; and 6.1-6.12.*
- *Item No. 6.6 was postponed to the October 13, 2026 Regular City Council Meeting.*
- *Item No. 6.11 failed.*

1. Executive Session

The meeting recessed at 12:31 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 2:23 p.m., and the meeting was called to order at 2:32 p.m.

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

1. 1. 1. Lake 7

1. 1. 2. Chapter 22 of the Lubbock City Code of Ordinances

1. 1. 3. Ordinance 2006-O00023 - Franchise Agreement with South Plains Electric Cooperative: South Plains Electric Cooperative's Use of Public Right-of-Way

1. 1. 4. Quaker Avenue Development Agreement; Contract No. 17488; Code of Ordinances Chapter 41 Texas Local Government Code Chapter 395, Impact Fees - Notice of Claim

1. 1. 5. Application of Texas Local Government Code Chapter 212, Subchapter E

1. 1. 6. Lubbock City Charter, Article IV, § 1, Initiative and Referendum

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. Lake 7

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 Building Board of Appeals, Electric Utility Board, Health/Educational Facilities Development Corporation Board, Lubbock Emergency Communications District Board of Managers, and the Planning & Zoning Commission.

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

1. 4. 1. Software related to Critical Infrastructure - Purchase Order 33002166 - City's network equipment refresh and replacement program

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

City Council reconvened at 2:23 p.m.

2. Ceremonial Items

2. 1. Invocation

Reverend Judith Sarkozy Brandt, Forrest Heights United Methodist Church and Chaplain at Covenant Children's Hospital, led the invocation.

2. 2. Pledges of Allegiance

Pledges of Allegiance, to the United States and Texas Flags, were led by Mayor Pro Tem Dr. Jennifer Wilson.

2. 3. Special Recognition of First Responders

Mayor Mark W. McBrayer presented a special recognition, which was brought forth by the High Impact and Lubbock Unity for Action group, for National First Responders Day, which is held annually on October 28th. Members from the Lubbock Police Force, Lubbock County Sheriff's Department, UMC EMS, and Lubbock Firefighters were all present to receive special recognition.

Call to Order

The meeting was called to order at 2:32 p.m.

3. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on September 22, 2026. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

Sign ups:

- Kathyl Anderson; and Stephen Sanders appeared before City Council to speak on item 6.11 (petition-initiated ordinance establishing an 18-month moratorium on high-water-use and high-energy-use data centers in the City of Lubbock).

4. Minutes

4. 1. August 25, 2026 Regular City Council Meeting
September 1, 2026 Special City Council Meeting

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Gordon Harris, to approve the August 25, 2026 Regular City Council Meeting minutes and the September 1, 2026 Special 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 Dr. Jennifer Wilson, seconded by Council Member Christy Martinez-Garcia, to approve items 5.1-5.12; 5.16-5.21; and 5.23-5.34.

Vote: 7 - 0 Motion carried

5. 1. Budget Ordinance Amendment 2nd Reading - Finance: Ordinance No. 2026-O0117, Amendment 36, respecting the Valencia Public Improvement District Fund, to provide funding for playground mulch to replenish existing material and maintain the required fall protection zone, in accordance with nationally recognized playground safety standards.

5. 1. 1. Ordinance 2nd Reading - Finance: Ordinance No. 2026-O0118, amending Ordinance No. 2025-O0108, Exhibit “B” of the 2025 Service and Assessment Plan for the Valencia Public Improvement District, by including additional funding for mulch for the fall zone area of the park's swing set.

5. 2. Budget Ordinance Amendment 2nd Reading - Finance: Ordinance No. 2026-O0121, Amendment 37, respecting the General Fund and Solid Waste Capital Project Fund, for the purchase of a Landfill Compactor Chassis.

5. 3. Budget Ordinance Amendment 2nd Reading - Finance: Ordinance No. 2026-O0122, Amendment 38, respecting the North Overton Tax Increment Financing Fund and the North Overton Tax Increment Financing Capital Project Fund to establish Capital Improvement Project 92994 for the construction, design and installation of the Mac Davis Statue in the Mac Davis and Avenue X roundabout.

5. 3. 1. Resolution - Business Development: Resolution No. 2026-R0334 approving the Mac Davis Statue Project and Installation Agreement, by and between the City of Lubbock and the Mac Davis Museum and Academy of Songwriting, Inc., at the intersection of the 2400 Block of Mac Davis Lane and the 600 Block of Avenue X.

5. 4. Ordinance 2nd Reading - Business Development: Ordinance No. 2026-O0123, accepting and approving the 2026 Annual Service Plan Update to the Service and Assessment Plan, and an updated assessment roll for the Highland Oaks Public Improvement District.

5. 5. Budget Ordinance Amendment 2nd Reading - Finance: Ordinance No. 2026-O0119, Amendment 39, respecting the Highland Oaks Public Improvement District Capital Project Fund, to establish Capital Improvement Project 93000, Highland Oaks Water Distribution Project.

5. 6. Resolution - Finance: Resolution No. 2026-R0335 approving the assignment of private activity bond authority from the Lubbock Housing Finance Corporation to the Texas Department of Housing and Community Affairs, to facilitate a single-family mortgage origination program.

5. 7. Ordinance 1st Reading - Right-of-Way: Ordinance No. 2026-O0124 abandoning a dedicated estate in a 2.185-acre tract of real property, located at the southwest corner of the intersection of 34th Street and Mackey Avenue, in the north half of Section 7, Block D-6, Lubbock County, Texas.

5. 8. Resolution - Right-of-Way: Resolution No. 2026-R0336 authorizing the Mayor to execute a Memorandum of Agreement, and related documents, with FADEV, LLC., for the purchase of a 1.1244-acre tract of land located in Section 21, Block E, Lubbock County, Texas, (Parcel 27), to be utilized for the 2024 Street Bond Project.

5. 9. Resolution - Right-of-Way: Resolution No. 2026-R0337 authorizing the Mayor to execute a Memorandum of Agreement, and related documents, with Grow Lubbock Development, LLC., for the purchase of a 1.1945-acre tract and a 0.6555-acre Slope Easement located in Section 21, Block E, Lubbock County, Texas, (Parcel 28, Parts 1 and 2), on the south side of 146th Street between Avenue X and Avenue U, to be utilized for the 2024 Street Bond Project.

5. 10. Resolution - Right-of-Way: Resolution No. 2026-R0338 authorizing the Mayor to execute a Memorandum of Agreement, and related documents, with KRT Cooper Ranch, LLC., a Texas limited liability company, for the purchase of a 1.2608-acre tract of land located in Section 21, Block E, Lubbock County, Texas (Parcel 30), on the south side of 146th Street between Avenue S and Avenue U, to be utilized for the 2024 Street Bond Project.

5. 11. Resolution - Right-of-Way: Resolution No. 2026-R0339 authorizing the Mayor to execute a Memorandum of Agreement, and related documents, with Katherine Brown, for the purchase of a 0.0092-acre tract located in Section 42, Block AK, Lubbock County, Texas (Parcel 65), at the northwest corner of Upland Avenue and 26th Street, to be utilized for the 2022 Street Bond Project.

5. 12. Resolution - Engineering: Resolution No. 2026-R0340 authorizing the Mayor to execute Amendment No. 2 to Professional Services Agreement, Contract 18001, and related documents, by and between the City of Lubbock and Parkhill, Inc., for the design of 66th Street from Alcove Avenue to Upland Avenue, to be utilized for the 2022 Street Bond Project.

5. 13. **Resolution - Engineering:** Resolution No. 2026-R0357 receiving the Semi-Annual Report from the Capital Improvements Advisory Committee, regarding the progress and implementation of the Impact Fee Program.

Bailey Ratcliffe, assistant city engineer, gave a presentation and answered questions from City Council.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Resolution No. 2026-R0357.

Vote: 6 - 1 Motion carried

NAY: Council Member Gordon Harris

5. 14. **Resolution - Public Health Services:** Resolution No. 2026-R0358 authorizing the Mayor to execute a Memorandum of Agreement, and all related documents, by and between the City of Lubbock, on behalf of its Health Department, and the National Foundation for the Centers for Disease Control and Prevention, Inc., to assist the City of Lubbock with the launch of a regional Community Health Worker Hub.

Dr. Katherine Wells, director of public health, gave comments and answered questions from City Council.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Resolution No. 2026-R0358.

Vote: 6 - 1 Motion carried

NAY: Council Member Gordon Harris

5. 15. **Resolution - Community Development:** Resolution No. 2026-R0359 authorizing the Mayor to execute, for and on behalf of the City of Lubbock, Amendment No. 1, to Contract 18503, the HOME Investment Partnerships Program - American Rescue Plan Funding Agreement for Non-Congregate Shelters, by and between the City of Lubbock, Community Development and Serve Lubbock.

Karen Murfee, director of community development; and Bill Howerton, deputy city manager, gave comments and answered questions from City Council.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Resolution No. 2026-R0359.

Vote: 6 - 1 Motion carried

NAY: Council Member Gordon Harris

5. 16. **Resolution - Aviation:** Resolution No. 2026-R0341 authorizing the Mayor to execute a Certificated Airline Operating Agreement, by and between the City of Lubbock and Federal Express, at Lubbock Preston Smith International Airport.

5. 17. **Resolution - Aviation:** Resolution No. 2026-R0342 authorizing the Mayor to execute a Certificated Passenger Airline Operating Agreement and Terminal Building Lease, by and between the City of Lubbock and United Airlines, Inc., at Lubbock Preston Smith International Airport.

5. 18. **Resolution - Aviation:** Resolution No. 2026-R0343 authorizing the Mayor to accept a Fiscal Year 2026 Grant Agreement, and related documents, with the Federal Aviation Administration Surface Awareness Initiative, for the Acquisition and Installation of Vehicle Movement Area Transmitters at Lubbock Preston Smith International Airport, and granting signature authority to the Deputy City Manager and the First Assistant City Attorney.

5. 19. **Resolution - Aviation:** Resolution No. 2026-R0344 authorizing the Mayor to execute a lease agreement, and related documents, by and between the City of Lubbock, a home rule municipality, and Webber LLC, for property at Lubbock Preston Smith International Airport.

5. 20. **Resolution - Public Transit Services:** Resolution No. 2026-R0345 authorizing the Mayor, or his designee, to execute a Fiscal Year 2027 Urban State Program Project Grant Agreement, Texas Department of Transportation Project No. URB 2702 (05), Project ID 51309020527, with the Texas Department of Transportation, for public transportation operating assistance.

5. 21. **Ordinance 2nd Reading - Business Development:** Ordinance No. 2026-O0120, approving the Nineteenth Supplemental ordinance which supplements the Assessment Ordinance and approves and adopts the Annual Plan Update and the Updated Roll, for the Vintage Township Public Improvement District.

5. 22. **Resolution - Business Development:** Resolution No. 2026-R0360 approving an economic development grant and contract of Lubbock Economic Development Alliance, with Seals Commercial Holdings, LLC, for project development and road extension, pursuant to Section 501.073 of the Texas Local Government Code.

John Osborne, president and chief executive officer of Lubbock Economic Development Alliance (LEDA), gave comments and answered questions from City Council.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Resolution No. 2026-R0360.

Vote: 6 - 1 Motion carried

NAY: Council Member Gordon Harris

5. 23. **Resolution - Business Development:** Resolution No. 2026-R0346 approving an economic development grant and contract of Lubbock Economic Development Alliance, with Redemption Resourcing, LLC, for new job creation, pursuant to Section 501.073 of the Texas Local Government Code.

5. 24. **Resolution - Business Development:** Resolution No. 2026-R0347 approving an economic development grant and contract of Lubbock Economic Development Alliance, with Ambrose Services, LLC and AMS 2027 BTS - Lubbock, TX LLC, including the conveyance of approximately 10.813 acres of land located within Lubbock Business Park, pursuant to Section 501.073 of the Texas Local Government Code.

5. 25. **Resolution - Emergency Management:** Resolution No. 2026-R0348 authorizing the Mayor to execute an Interlocal Agreement, with the South Plains Association of Governments, to provide a Regional Tabletop Exercise Program for Rural Emergency Preparedness.

5. 26. **Resolution - Information Technology:** Resolution No. 2026-R0349 authorizing the Mayor to execute Purchase Order 33002166, with SHI Capital, for a five-year lease purchase agreement for the City's network equipment refresh and replacement program.

5. 27. **Resolution - Information Technology:** Resolution No. 2026-R0350 authorizing the Mayor to execute Purchase Order 33002164, with Mythics, LLC, for a two-year renewal and an optional third-year renewal of software licenses and maintenance support for the City financial management systems.

5. 28. **Resolution - Fleet Services:** Resolution No. 2026-R0351 authorizing the Mayor to execute Contract 19800 with Scott's Complete Car Care for a secondary contract to provide maintenance and repair of the City's Light & Medium Duty Vehicles.

5. 29. **Resolution - Police Department:** Resolution No. 2026-R0352 authorizing the Mayor to execute a Memorandum of Understanding between the Lubbock Police Department and South Plains College, regarding Law Enforcement Services.

5. 30. **Resolution - Police:** Resolution No. 2026-R0353 authorizing the Mayor to execute, for and on behalf of the City of Lubbock, a Memorandum of Understanding in the form of a FY2027 Asset Forfeiture Sharing Agreement, and related documents, and as a participant in the High Intensity Drug Trafficking Area USDEATask Force Group (Lubbock) with the United States Drug Enforcement Administration, Lubbock Resident Office, for equitable sharing of forfeited assets under the United States Department of Justice Equitable Sharing Program, by and between the City of Lubbock and the United States of America, by and through the United States Drug Enforcement Administration.

5. 31. **Resolution - Police:** Resolution No. 2026-R0354 authorizing the Mayor to execute a Memorandum of Understanding in the form of an FY2027 Asset Forfeiture Sharing Agreement, and as a participant in the High Intensity Drug Trafficking Arca (HIDTA) Task Force Group (Lubbock), for equitable sharing of forfeited assets under the United States Department of Justice Equitable Sharing Program.

5. 32. **Resolution - Police:** Resolution No. 2026-R0355 authorizing the Mayor to execute a cooperative agreement in the form of an FY2027-FY2031 State & Local Task Force Agreement, and related documents, concerning the investigation and disruption of the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873, by and between the City of Lubbock and the United States of America, by and through the United States Drug Enforcement Administration.

5. 33. **Ordinance 1st Reading - City Secretary:** Ordinance No. 2026-O0125 amending Chapter 2, Section 2.03.491 of the Code of Ordinances, regarding the establishment and membership of the City of Lubbock Building Board of Appeals.

5. 34. **Resolution - City Manager:** Resolution No. 2026-R0356 authorizing the Mayor to execute a Real Estate Sales Contract, and other accompanying documents, by and between the City of Lubbock and Lubbock Riverwalk, LLC, to obtain ownership of real property located in Sections 1 and 10, Block S, Lubbock County, Texas, for the purpose of developing a future water supply for the City of Lubbock.

6. Regular Agenda

6. 1. **Public Hearing - Planning (District 1):** Ordinance No. 2026-O0126, for Zone Case 0809-C, a request of AMD Engineering, LLC, for West Texas Land Guys, for a zone change from Auto-Urban Commercial District (AC) and High Density Residential District (HDR) to Low Density Single-Family District (SF-2), at 2820 North University Avenue, located east of University Avenue and north of Drake Street, on 8.43 acres of unplatted land out of Block A, Section 11.

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

Mayor McBrayer opened the public hearing at 3:21 p.m.

Jalen Holland, with AMD Engineering, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor McBrayer closed the public hearing at 3:26 p.m.

Motion by Mayor Pro Tem Dr. Jennifer Wilson, seconded by Council Member Tim Collins, to approve Ordinance No. 2026-O0126.

Vote: 7 - 0 Motion carried

6. 2. **Public Hearing - Planning (District 5):** Ordinance No. 2026-O0127, for Zone Case 3558, a request of Rasmussen Development, Inc. for Timothy Mandrell, for a zone change from Low Density Single-Family District (SF-2) to High Density Residential District (HDR), at 6620 110th Street, located west of Milwaukee Avenue and north of 110th Street, on 1.85 acres of unplatted land out of Block AK, Section 22.

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

Mayor McBrayer opened the public hearing at 3:21 p.m.

Blake Rasmussen, with Rasmussen Development, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor McBrayer closed the public hearing at 3:26 p.m.

Motion by Mayor Pro Tem Dr. Jennifer Wilson, seconded by Council Member Tim Collins, to approve Ordinance No. 2026-O0127.

Vote: 7 - 0 Motion carried

6. 3. **Public Hearing - Planning (District 5):** Ordinance No. 2026-O0128, for Zone Case 3559, a request of Hugo Reed and Associates, Inc. for Loop 88, LLC, for a zone change from Low Density Single-Family District (SF-2) to General Industrial District (GI), at 7401 Alcove Avenue, located east of Alcove Avenue and north of 76th Street, on 33.3 acres of unplatted land out of Block AK, Section 31.

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

Mayor McBrayer opened the public hearing at 3:21 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 3:26 p.m.

Motion by Mayor Pro Tem Dr. Jennifer Wilson, seconded by Council Member Tim Collins, to approve Ordinance No. 2026-O0128.

Vote: 7 - 0 Motion carried

6. 4. **Public Hearing - Planning (District 6):** Ordinance No. 2026-O0129, for Zone Case 2538-UU, a request of Seventeen Services, LLC, for JKC Ranch, LLC, for a zone change from Low Density Single-Family District (SF-2) and Heavy Commercial District (HC) to Neighborhood Commercial District (NC) and Heavy Commercial District (HC), at 8805 and 8825 34th Street, located south of 34th Street and west of Inler Avenue, on 25.87 acres of unplatted land out of Block D-6, Section 7.

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

Mayor McBrayer opened the public hearing at 3:21 p.m.

Joel Swan, principal with JKC Ranch, LLC, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor McBrayer closed the public hearing at 3:26 p.m.

Motion by Mayor Pro Tem Dr. Jennifer Wilson, seconded by Council Member Tim Collins, to approve Ordinance No. 2026-O0129.

Vote: 7 - 0 Motion carried

6. 5. **Public Hearing - Planning (District 6):** Ordinance No. 2026-O0130, for Zone Case 2538-VV, a request of Max Dreasher, for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at 7729 19th Street, located east of Alcove Avenue and south of 19th Street, Dreasher Addition, Lot 1.

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

Mayor McBrayer opened the public hearing at 3:21 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 3:26 p.m.

Motion by Mayor Pro Tem Dr. Jennifer Wilson, seconded by Council Member Tim Collins, to approve Ordinance No. 2026-O0130.

Vote: 7 - 0 Motion carried

6. 6. **Resolution - Planning:** Consider a resolution amending the Special Projects in Neighborhoods (SPIN) Program, in conjunction with the Neighborhood Planning Program, which provides up to $10,000 in funding for neighborhood-initiated projects on City property.

This item was postponed.

Motion by Council Member David Bruegel, seconded by Council Member Christy Martinez-Garcia, to postpone this item to the October 13, 2026 Regular City Council Meeting.

Vote: 7 - 0 Motion carried

6. 7. **Public Hearing - Business Development:** Ordinance No. 2026-O0131 approving the proposed 2026 Assessment Rate for the Northwest Passage Public Improvement District (PID), reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Northwest Passage PID; approving, adopting, and filing with the City Secretary the assessment roll; levying the 2026 assessments for the cost of certain services and improvements to be provided in the district during FY 2026-27; fixing charges and liens against the property in the district and the owners thereof; and providing for the collection of the assessments.

Molly Ballesteros, special districts manager, gave a presentation and answered questions from City Council.

Mayor McBrayer opened the public hearing at 3:30 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 3:30 p.m.

Motion by Council Member Tim Collins, seconded by Council Member Christy Martinez-Garcia, to approve Ordinance No. 2026-O0131.

Vote: 7 - 0 Motion carried

6. 8. **Public Hearing - Business Development:** Resolution No. 2026-R0361 adopting the City of Lubbock Commercial Tax Abatement Guidelines and Criteria.

Danielle Williams, director of business development, gave a presentation and answered questions from City Council.

Mayor McBrayer opened the public hearing at 3:40 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 3:40 p.m.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Resolution No. 2026-R0361.

Vote: 7 - 0 Motion carried

6. 9. **Public Hearing - Business Development:** Resolution No. 2026-R0362 adopting the City of Lubbock Industrial Tax Abatement Guidelines and Criteria.

Danielle Williams, director of business development, gave a presentation and answered questions from City Council.

Mayor McBrayer opened the public hearing at 3:40 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 3:40 p.m.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Resolution No. 2026-R0362.

Vote: 7 - 0 Motion carried

6. 10. **Resolution - City Council:** Resolution No. 2026-R0363 directing the City Manager to initiate the procedure outlined in Tex. Loc. Gov't Code Chapter 212, Subchapter E, to adopt a 90-Day moratorium on the acceptance, processing, and/or approval of any application for rezoning, building permits, or any request for annexation related to the development of large-scale data centers.

Matt Wade, city attorney, gave comments and answered questions from City Council.

Motion by Council Member Gordon Harris, seconded by Council Member Christy Martinez-Garcia, to approve Resolution No. 2026-R0363.

Vote: 5 - 2 Motion carried

NAY: Council Member Tim Collins
Council Member Tim Green

6. 11. **Ordinance 1st Reading - City Secretary:** Consider and take action on the petition-initiated ordinance, in accordance with Chapter 1, Article IV, Section 1 of the City of Lubbock Charter, establishing an "18-month moratorium on high-water-use and high-energy-use data centers in the City of Lubbock, Lubbock County, Texas."

This item failed.

Courtney Paz, city secretary, gave comments and answered questions from City Council.

Motion by Council Member Gordon Harris, no second, to approve this item.

The motion died for a lack of a second.

6. 12. **Resolution - City Manager:** Resolution No. 2026-R0364 authorizing the Mayor to execute a Memorandum of Understanding between the City of Lubbock and the Canadian River Municipal Water Authority, defining expectations for development of the CRMWA II Project.

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

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Resolution No. 2026-R0364.

Vote: 7 - 0 Motion carried

4:17 P.M. CITY COUNCIL ADJOURNED

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

The September 22, 2026 Regular City Council Meeting minutes were approved by the City Council on the 27th day of October, 2026.

_____
MARK W. McBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

AI# 14693
Regular City Council Meeting **4. 2.**
11/03/2026:

Information

Agenda Item
October 13, 2026 Regular City Council Meeting

Item Summary
October 13, 2026 Regular City Council Meeting

Fiscal Impact
None

Staff/Board Recommending
Courtney Paz, City Secretary

Attachments

10.13.2026

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
October 13, 2026
12:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 13th of October, 2026, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 12:00 p.m.

12:03 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

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

Note: City Council addressed agenda items in the following order:
- *Executive Session; 2.1; 3.1-3.2; Citizen Comments 4; 5.1; 6.1-6.16; 6.18-6.22; and 7.1-7.2.*
- *Item No. 6.17 failed.*

1. Executive Session

The meeting recessed at 12:04 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 2:06 p.m., and the meeting was called to order at 2:48 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. Upland Avenue: 19th Street to 34th Street Project

1. 1. 2. Chapter 22 of the Lubbock City Code of Ordinances

1. 1. 3. Caymus Cove LLC

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. Upland Avenue: 19th Street to 34th Street Project

1. 2. 2. Caymus Cove LLC

1. 2. 3. Lubbock Power & Light - Ty Cooke Gas Generating Facility

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 Building Board of Appeals, Electric Utility Board, Health/Educational Facilities Development Corporation Board, Lubbock Emergency Communications District Board of Managers, and the Planning & Zoning Commission.

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

City Council reconvened at 2:06 p.m.

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

2. 1. Discussion regarding review or amendments to the Lubbock City Charter

Jarrett Atkinson, city manager, gave a presentation regarding review or amendments to the Lubbock City Charter and answered questions from City Council. Topics discussed included, but were not limited to: background, information, and council guidance. Matt Wade, city attorney, gave comments and answered questions from City Council.

City Council reached a consensus to lead the charter review effort and directed the city manager to make preparations for a May 2027 Special Election.

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

City Council concluded work session and began regular session at 2:25 p.m.

Mayor McBrayer gave remarks honoring the life of former City Council District 5 Council Member Randy Christian. A moment of silence was held in his remembrance.

3. Ceremonial Items

3. 1. Invocation

Pastor Jeremy Willis, Lighthouse Baptist Church, led the invocation.

3. 2. Pledges of Allegiance

Pledges of Allegiance, to the United States and Texas Flags, were led by Mayor Pro Tem Dr. Jennifer Wilson.

Call to Order

The meeting was called to order at 2:48 p.m.

4. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on October 13, 2026. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

Sign ups:

- Charles Clair appeared before City Council to speak on item 2.1 (discussion regarding review or amendments to the Lubbock City Charter).

5. Minutes

5. 1. September 8, 2026 Regular City Council Meeting
September 15, 2026 Special City Council Meeting - Electric Utility Board

Motion by Council Member Christy Martinez-Garcia, seconded by Mayor Pro Tem Dr. Jennifer Wilson, to approve the September 8, 2026 Regular City Council Meeting minutes and the September 15, 2026 Special City Council Meeting - Electric Utility Board minutes.

Vote: 7 - 0 Motion carried

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

Motion by Mayor Pro Tem Dr. Jennifer Wilson, seconded by Council Member Gordon Harris, to approve items 6.1-6.16 and 6.18-6.22.

Vote: 7 - 0 Motion carried

6. 1. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2026-O0124, abandoning a dedicated estate in a 2.185-acre tract of real property, located at the southwest corner of the intersection of 34th Street and Mackey Avenue, in the north half of Section 7, Block D-6, Lubbock County, Texas.

6. 2. **Resolution - Right-of-Way:** Resolution No. 2026-R0365 authorizing the Mayor to execute a Memorandum of Agreement, by and between Loop 88, LLC, a Texas limited liability company, and the City of Lubbock, in connection with the purchase of a 2.185-acre tract of real property located in the North Half of Section 7, Block D-6, Lubbock County, Texas, located on the south side of 34th Street, across Mackey Avenue.

6. 3. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2026-O0132 abandoning and closing an alley located in Block 137 of Original Town of Lubbock, in Section 1, Block O, west of Avenue E, between 13th Street and Broadway.

6. 4. **Resolution - Right-of-Way:** Resolution No. 2026-R0366 authorizing the Mayor to execute a Memorandum of Agreement, and related documents, with David Leyva, for the purchase of a 0.2254-acre tract located in Section 21, Block E, Lubbock County, Texas (Parcels 42, 43, and 44), located on the south side of 146th Street, and west of Avenue S, to be utilized for the 2024 Street Bond Project.

6. 5. **Resolution - Engineering:** Resolution No. 2026-R0367 authorizing the Mayor to execute Amendment No. 3 to Professional Services Agreement 17625, and related documents, by and between the City of Lubbock and Freese and Nichols, Inc., for an extension of time for additional engineering services, to be utilized for the 2022 Street Bond Project.

6. 6. **Resolution - Engineering:** Resolution No. 2026-R0368 authorizing the Mayor to execute Amendment No. 2 to Professional Services Agreement 17636, and related documents, by and between the City of Lubbock and Halff Associates, Inc., to amend the scope of work to include additional engineering service and utility coordination, to be utilized for the 2022 Street Bond Project.

6. 7. **Resolution - Planning:** Resolution No. 2026-R0369 amending the Special Projects in Neighborhoods Program, in conjunction with the Neighborhood Planning Program, which provides up to $10,000 in funding for neighborhood-initiated projects on City property.

6. 8. **Resolution - Water Utilities:** Resolution No. 2026-R0370 authorizing the Mayor to execute Purchase Order 22105500, with Zone Industries, LLC., to purchase membrane pressure pumps for the South Water Treatment Plant.

6. 9. **Resolution - Community Development:** Resolution No. 2026-R0371 waiving the Payment in Lieu of Taxes, otherwise due from the Lubbock Housing Authority, based on the rental income produced from the City of Lubbock Public Housing Units for Fiscal Year 2025.

6. 10. **Resolution - Public Health Services:** Resolution No. 2026-R0372 authorizing the Mayor to execute Service Contract 19083, and all related documents, by and between Medsharps West, LLC, and the City of Lubbock, for Pharmaceutical and Medical Waste Disposal Services at the City of Lubbock Health Department.

6. 11. **Resolution - Public Health Services:** Resolution No. 2026-R0373 authorizing the Mayor to execute a 340B Contract Pharmacy Services Agreement, Contract No. 19772, and all related documents, by and between the City of Lubbock and Specialty Rx, LLC dba Highland Pharmacy, for pharmacy services to expand pharmacy access for patients served by the Health Department.

6. 12. **Resolution - Aviation:** Resolution No. 2026-R0374 authorizing the Mayor to execute Task Order 04 to Contract 18543, with Parkhill, for Professional Services for the Passenger Boarding Bridge Replacement at Lubbock Preston Smith International Airport.

6. 13. **Ordinance 2nd Reading - Business Development:** Ordinance No. 2026-O0131 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Northwest Passage PID; approving, adopting, and filing with the City Secretary the assessment roll; levying the 2026 assessments for the cost of certain services and improvements to be provided in the district during FY 2026-27; fixing charges and liens against the property in the district and the owners thereof; and providing for the collection of the assessments.

6. 14. **Resolution - Business Development:** Resolution No. 2026-R0375 authorizing the Mayor to execute Amendment 4 to Contract 18629, with Kimley-Horn and Associates, Inc., for Individual Project Order Number 4, for the Downtown Lighting Study in the Central Business District Tax Increment Financing Reinvestment Zone boundary.

6. 15. **Resolution - Fleet Services:** Resolution No. 2026-R0376 authorizing the City Manager, or his designee, to purchase all vehicles and equipment, including lighting and related accessories which were approved in the Fiscal Year 2026-27 Budget, for the replacement of essential assets across City departments.

6. 16. **Ordinance 2nd Reading - City Secretary:** Ordinance No. 2026-O0125, amending Chapter 2, Section 2.03.491 of the Code of Ordinances, regarding the establishment and membership of the City of Lubbock Building Board of Appeals.

6. 17. **Resolution - Lubbock Power & Light:** Consider a resolution authorizing the Mayor to execute a First Amendment to the Purchase and Sale Agreement, with Adakon Energy, for the Ty Cooke Gas Generating Facility.

This item failed.

Joel Ivy, director of electric utilities; and Matt Wade, city attorney, gave comments and answered questions from City Council.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Gordon Harris, to approve this item.

Vote: 3 - 4 Failed

NAY: Mayor Mark W. McBrayer
Mayor Pro Tem Dr. Jennifer Wilson
Council Member David Bruegel
Council Member Tim Collins

6. 18. **Ordinance 2nd Reading - Planning (District 1):** Ordinance No. 2026-O0126, for Zone Case 0809-C, a request of AMD Engineering, LLC, for West Texas Land Guys, for a zone change from Auto-Urban Commercial District (AC) and High Density Residential District (HDR) to Low Density Single-Family District (SF-2), at 2820 North University Avenue, located east of University Avenue and north of Drake Street, on 8.43 acres of unplatted land out of Block A, Section 11.

6. 19. **Ordinance 2nd Reading - Planning (District 5):** Ordinance No. 2026-O0127, for Zone Case 3558, a request of Rasmussen Development, Inc. for Timothy Mandrell, for a zone change from Low Density Single-Family District (SF-2) to High Density Residential District (HDR), at 6620 110th Street, located west of Milwaukee Avenue and north of 110th Street, on 1.85 acres of unplatted land out of Block AK, Section 22.

6. 20. **Ordinance 2nd Reading - Planning (District 5):** Ordinance No. 2026-O0128, for Zone Case 3559, a request of Hugo Reed and Associates, Inc. for Loop 88, LLC, for a zone change from Low Density Single-Family District (SF-2) to General Industrial District (GI), at 7401 Alcove Avenue, located east of Alcove Avenue and north of 76th Street, on 33.3 acres of unplatted land out of Block AK, Section 31.

6. 21. **Ordinance 2nd Reading - Planning (District 6):** Ordinance No. 2026-O0129, for Zone Case 2538-UU, a request of Seventeen Services, LLC, for JKC Ranch, LLC, for a zone change from Low Density Single-Family District (SF-2) and Heavy Commercial District (HC) to Neighborhood Commercial District (NC) and Heavy Commercial District (HC), at 8805 and 8825 34th Street, located south of 34th Street and west of Inler Avenue, on 25.87 acres of unplatted land out of Block D-6, Section 7.

6. 22. **Ordinance 2nd Reading - Planning (District 6):** Ordinance No. 2026-O0130, for Zone Case 2538-VV, a request of Max Dreasher, for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at 7729 19th Street, located east of Alcove Avenue and south of 19th Street, Dreasher Addition, Lot 1.

7. Regular Agenda

7. 1. **Board Appointments - City Secretary:** Consider appointments to the Airport Board, Electric Utility Board, Health/Educational Facilities Development Corporation Board, Lubbock Emergency Communications District Board of Managers, Lubbock Economic Development Alliance, Inc. Board of Directors, Market Lubbock, Inc. Board of Directors, Model Codes & Construction Advisory Board, Museum & Art Standing Sub-Committee, and the Planning & Zoning Commission.

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

Airport Board: Reappointment of Nancy Neal and Jimmy Gomez.

Electric Utility Board: Reappointment of Craig Rhyne, Gonzalo Ramirez, and Rhea Hill.

Health/Educational Facilities Development Corporation Board: Reappointment of Tracey Benefield.

Lubbock Emergency Communications District Board of Managers: Appointment of Seth Herman to replace Nathan White.

Lubbock Economic Development Alliance, Inc. Board of Directors: Reappointment of Dr. Lori Rice-Spearman; and the appointment of Brett McDowell to replace Sonny Garza and David Quintanilla to replace James Conwright.

Market Lubbock, Inc. Board of Directors: Reappointment of Dr. Lori Rice-Spearman; and the appointment of Brett McDowell to replace Sonny Garza, David Quintanilla to replace James Conwright, and Jessica Hall to replace Henry Patel.

Model Codes & Construction Advisory Board: Reappointment of George Henson and James Jordan; and the appointment of Greg Holman to replace Gary Ferguson.

Museum & Art Standing Sub-Committee: Reappointment of Taylor Ernst; and the appointment of Dr. Sean Cunningham to replace Jouana Stravlo.

Planning & Zoning Commission: Reappointment of Terri Morris and Edwin "Scott" Gloyna; and the appointment of Joe Riojas to replace Renee Cage.

Motion by Mayor Pro Tem Dr. Jennifer Wilson, seconded by Council Member Gordon Harris, to appoint and reappoint the aforementioned citizens to the Airport Board, Electric Utility Board, Health/Educational Facilities Development Corporation Board, Lubbock Emergency Communications District Board of Managers, Lubbock Economic Development Alliance, Inc. Board of Directors, Market Lubbock, Inc. Board of Directors, Model Codes & Construction Advisory Board, Museum & Art Standing Sub-Committee, and the Planning & Zoning Commission.

Vote: 7 - 0 Motion carried

Motion by Council Member David Bruegel, seconded by Council Member Christy Martinez-Garcia, to appoint Dr. Sonya Castro-Quirino, to replace Gwen Stafford, on the Electric Utility Board.

Vote: 4 - 3 Motion carried

NAY: Mayor Pro Tem Dr. Jennifer Wilson
Council Member Tim Collins
Council Member Tim Green

7. 2. **Resolution - Finance:** Resolution No. 2026-R0377 expressing intent to finance expenditures to be incurred in the General Fund, Internal Service Fund, Lubbock Power & Light, Solid Waste, and Water/Wastewater Fund, for various capital projects and equipment approved by the City Council in the Fiscal Year 2026-27 Operating Budget and Capital Program, and to reimburse the City from the proceeds of obligations that will be issued after the expenditure of funds to pay costs of such projects and equipment.

Jarrett Atkinson, city manager; and Joe Jimenez, chief financial officer, gave comments and answered questions from City Council.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Resolution No. 2026-R0377.

Vote: 7 - 0 Motion carried

3:17 P.M. CITY COUNCIL ADJOURNED

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

The October 13, 2026 Regular City Council Meeting minutes were approved by the City Council on the 3rd day of November, 2026.

_____
MARK W. McBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

AI# 14652
Regular City Council Meeting **5. 1.**
11/03/2026:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 1, respecting the Impact Fee Service Area B Fund and the Stormwater Capital Project Fund, for street drainage improvement design.

Item Summary

I. Amend Capital Improvement Project, 92842, Stormwater System Improvements, and appropriate $56,255, from $1,337,868 to $1,394,123. Funding will be from Impact Fee Service Area B Fund.

II. Transfer from Impact Fee Service Area B Fund to Stormwater Capital Project Fund in the amount of $56,255.The purpose of this budget amendment is to move $56,255 from the Impact Fee Service Area B Fund, to Capital Improvement Project 92842, Stormwater System Improvements.

The funds will be used for the design of drainage improvements along Ursuline that were identified in the current Impact Fee Study.

Fiscal Impact

Funding in the amount of $56,255 for Capital Improvement Project 92842, Stormwater System Improvements, will be from the Impact Fee Service Area B Fund.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment 1

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2026-27 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE IMPACT FEE SERVICE AREA B FUND AND STORMWATER CAPITAL PROJECT FUND FOR THE PURPOSES OF DRAINAGE IMPROVEMENT DESIGN; 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 2026-27 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 2026-27 (Budget Amendment #1) for municipal purposes, as follows:

I. Amend Capital Improvement Project, 92842, Stormwater System Improvements, and appropriate $56,255, from $1,337,868 to $1,394,123. Funding will be from Impact Fee Service Area B Fund.
II. Transfer from Impact Fee Service Area B Fund to Stormwater Capital Project Fund in the amount of $56,255.

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# 14671
Regular City Council Meeting **5. 2.**
11/03/2026:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 2, respecting the General Fund, Golf Operations Fund and Golf Capital Projects Fund, for golf course improvement and General Fund repayment.

Item Summary

I. Amend the cost center 5229, Meadowbrook Golf Course, operating budget and increase the appropriation in account 8708, Advance-Repayment, by $375,000, from $125,000 to $500,000. Funding will be a payment back to the General Fund for assisting in funding Meadowbrook Golf Course operations.
II. Amend Capital Improvement Project 92894, Meadowbrook GC Improvements, and appropriate $120,000, from $106,591, to $226,591. Funding will be from Golf Operations Fund Available Reserves.
III. Amend the transfer from Golf Operations Fund to Golf Capital Projects Fund and appropriate funding in the amount of $120,000.
IV. Amend the transfer from Golf Operations Fund to General Fund and appropriate funding in the amount of $375,000.

The purpose for this budget amendment is to accept and appropriate $375,000 from the Golf Operations Fund for the payment back to the General Fund for assisting in the Meadowbrook Golf Course operations.

Additionally, $120,000 from the Golf Operations Fund will be transferred to the Golf Capital Projects Fund and appropriated into Capital Improvement Project 92894, Meadowbrook GC Improvements, to further fund improvements at the golf course.

Fiscal Impact

Funding in the amount of $375,000 for the Meadowbrook Golf Course FY 2026-27 Operations Budget will be from Golf Operations Fund Available Reserves.

Funding in the amount of $120,000 for Capital Improvement Project 92894, Meadowbrook GC Improvements, will be from Golf Operations Fund Available Reserves.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment 2

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2026-27 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND, MEADOWBROOK GOLF COURSE OPERATIONS FUND AND GOLF CAPITAL PROJECTS FUND FOR GOLF COURSE IMPROVEMENTS; 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 2026-27 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 2026-27 (Budget Amendment #2) for municipal purposes, as follows:

I. Amend the cost center 5229, Meadowbrook Golf Course, operating budget and increase the appropriation in account 8708, Advance-Repayment, by $375,000, from $125,000 to $500,000. Funding will be a payment back to the General Fund for assisting in funding Meadowbrook Golf Course operations.

II. Amend Capital Improvement Project 92894, Meadowbrook GC Improvements, and appropriate $120,000, from $106,591, to $226,591. Funding will be from Golf Operations Fund Available Reserves.

III. Amend the transfer from Golf Operations Fund to Golf Capital Projects Fund and appropriate funding in the amount of $120,000.

IV. Amend the transfer from Golf Operations Fund to General Fund and appropriate funding in the amount of $375,000.

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:

_____
Mitchell Satterwhite, First Assistant City Attorney

BudgetFY26-27BA#2

AI# 14648
Regular City Council Meeting **5. 3.**
11/03/2026:

Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2026-O0132, abandoning and closing an alley located in Block 137 of Original Town of Lubbock, in Section 1, Block O, west of Avenue E, between 13th Street and Broadway.

Item Summary

On October 13, 2026, the City Council approved the first reading of the ordinance.

The City of Lubbock is in receipt of a request to abandon and close the remaining two legs of the alley located in Block 137 of the Original Town of Lubbock, in Section 1, Block O west of Avenue E, between 13th Street and Broadway.

The total area of the alley being closed is 4,774 square feet, and an Underground Utility Easement will be granted in place of the alley. Based on adjacent land values, the Right-of-Way Department has valued the land at $2.00 per square foot, with a 50% discount for granting an easement. The total cost for the proponent is $4,774.

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

Fiscal Impact

$4,774 revenue to the General Fund

Staff/Board Recommending

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

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Attachments

Ordinance - AlleyClosure - Blk137.pdf
EXHIBIT A - Alley Closure - Block 137.pdf
GIS Map - AlleyClosure - Blk137.pdf
Replacement Easement - Alley Closure - Block 137.pdf

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING OF AN ALLEY LOCATED BETWEEN 13TH STREET AND BROADWAY, 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 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 hereinafter described shall BE and the same is hereby closed, vacated and abandoned for public use, such area being more particularly described in the attached Exhibit "A".

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

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

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

AND IT IS SO ORDERED.

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

Bailey Ratcliffe FOR

John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

David Rice, Assistant City Attorney

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

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of a 0.1096 acre tract, being located in Block 137, Original Town of Lubbock, Lubbock County, Texas, as recorded in Volume 5, Page 384, Deed Records of Lubbock County, Texas, and being further described as follows:

BEGINNING at an "X" cut on concrete found in the North right-of-way line of 13th Street, as dedicated by plat recorded in Volume 5, Page 384, Deed Records of Lubbock County, Texas (DRLCT), at the Southwest corner of Lot 11-A, Block 137, Original Town of Lubbock, Lubbock County, Texas, as recorded under County Clerk File Number (CCFN) 2025031158, Official Public Records of Lubbock County, Texas (OPRLCT), and the most Southerly Southeast corner of this tract;

THENCE N. 88°19'41" W., with the North right-of-way line of said 13th Street, a distance of 20.00 feet to a point for the Southeast corner of Lot 6-A, Block 137, Original Town of Lubbock, Lubbock County, Texas, as recorded under CCFN 2025035980, OPRLCT, and the Southwest corner of this tract;

THENCE N. 01°40'12" E., with the Eastern boundary of said Lot 6-A, and the Eastern boundary of Lots 1-A and 4-A, Block 137, Original Town of Lubbock, Lubbock County, Texas, as recorded under CCFN 2025035980, OPRLCT, to a point for an "ell" corner of said Lot 4-A and the Northwest corner of this tract;

THENCE S. 88°19'41" E., with the Southern boundary of said Lot 4-A, the Southern boundary of Lot 20-A, Block 137, Original Town of Lubbock, Lubbock County, Texas, as recorded under CCFN 2025035980, OPRLCT, and the Southern boundary of Lots 16-19, Block 137, Original Town of Lubbock, Lubbock County, Texas, as recorded in Volume 5, Page 384, DRLCT, a distance of 144.93 feet to a point in the West right-of-way line of Avenue "E", as dedicated by plat recorded in Volume 5, Page 384, DRLCT, for the Southeast corner of said Lot 16 and the Northeast corner of this tract;

THENCE S. 01°40'12" W., with the West right-of-way line of said Avenue "E", at a distance of 10.00 feet pass a set "X" cut on concrete, continuing for a total distance of 15.00 feet to a point for the Northeast corner of Lot 12-A, Block 137, Original Town of Lubbock, Lubbock County, Texas, as recorded under CCFN 2025031158, OPRLCT, and the most Easterly Southeast corner of this tract, whence a crow's foot cut on concrete set in reference bears S. 88°19'41" E. a distance of 5.00 feet;

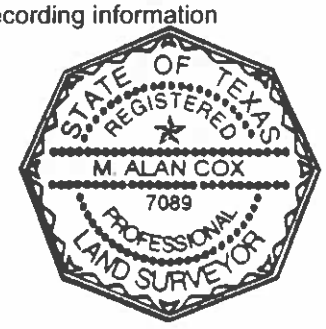
THENCE N. 88°19'41" W., with the Northern boundary of said Lot 12-A, a distance of 124.93 feet to a point for the Northwest corner of said Lot 12-A and an "ell" corner of this tract, whence an "X" cut on concrete set in reference bears N. 01°40'12" E. a distance of 5.00 feet;

THENCE S. 01°40'12" W, with the Western boundary of said Lot 12-A, at 91.98 feet pass an "X" cut on concrete set for the Southwest corner of said Lot 12-A, the Northwest corner of said Lot 11-A, continuing with the Western boundary of said Lot 11-A for a total distance of 129.98 feet to the Point of Beginning.

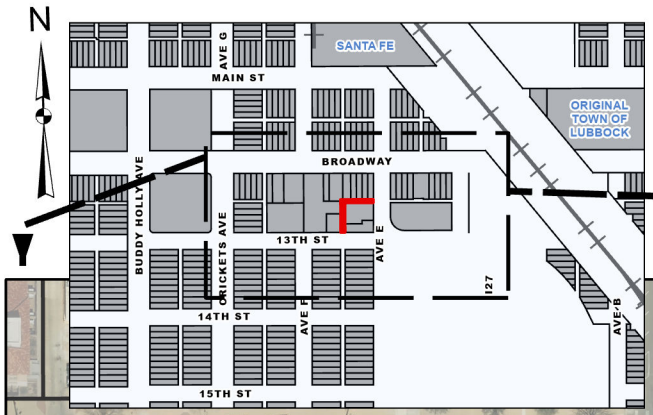
Contains: 4,774 square feet
Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone (2011).

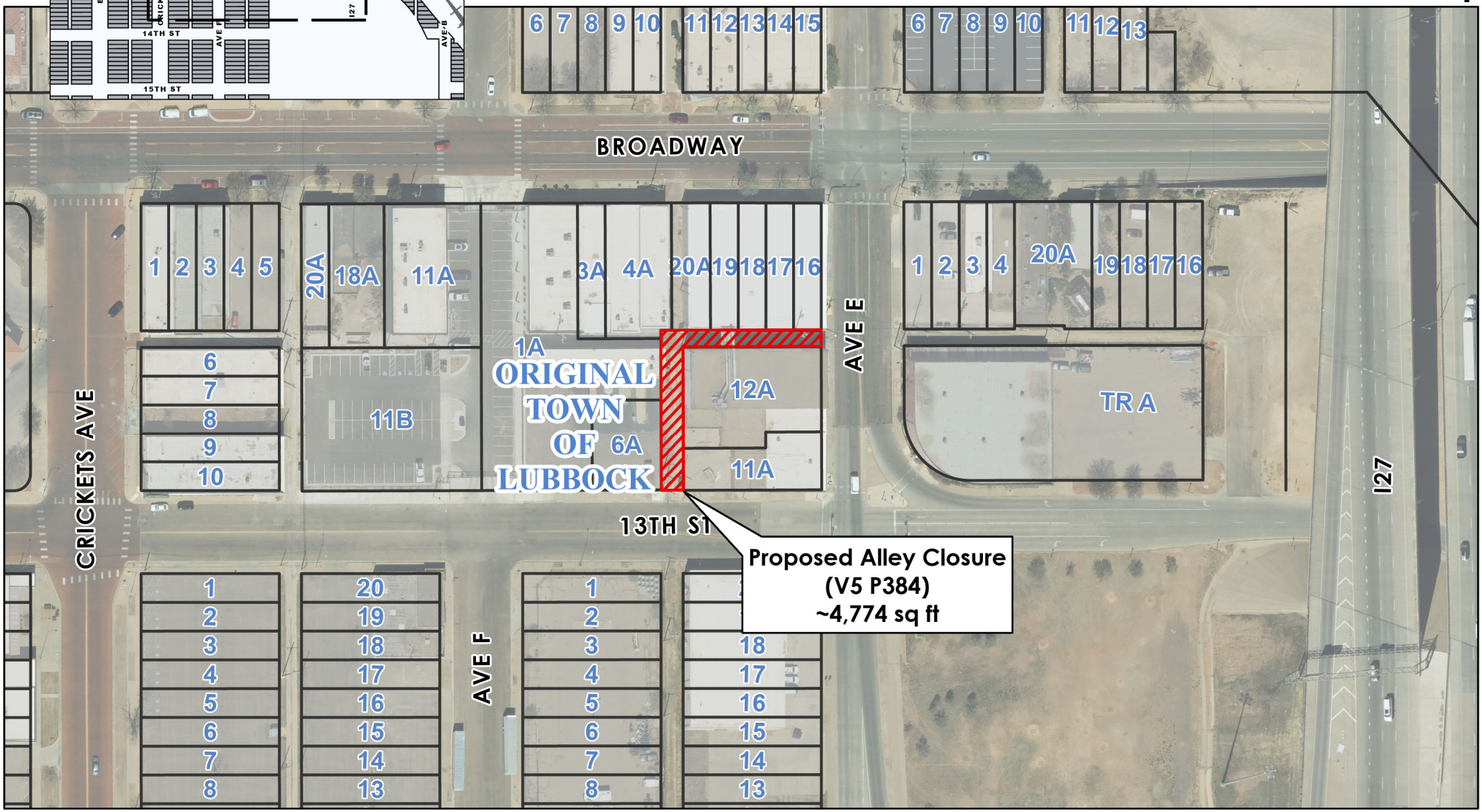
Survey Completed: March 20, 2025
Revised February 17, 2026 to update recording information

M. Alan Cox
Registered Professional Land Surveyor
No. 7089 State of Texas



Proposed Closure of an Alley
Located within Block 137 of Original Town of Lubbock
in Section 1, Block O





0 100 200 300 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - April 2025

UNDERGROUND UTILITY EASEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF LUBBOCK §

That **619 BROADWAY, LLC ,** a Texas limited liability company; **TRU DEAN REALTY, LLC**, a Texas limited liability company; **TDRM HOLDINGS, LLC**, a Texas limited liability company, 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 as follows:

METES AND BOUNDS DESCRIPTION of a 0.1096 acre tract, being located in Block 137, Original Town of Lubbock, Lubbock County, Texas, as recorded in Volume 5, Page 384, Deed Records of Lubbock County, Texas, and being further described as follows:

BEGINNING at an "X" cut on concrete found in the North right-of-way line of 13th Street, as dedicated by plat recorded in Volume 5, Page 384, Deed Records of Lubbock County, Texas (DRLCT), at the Southwest corner of Lot 11-A, Block 137, Original Town of Lubbock, Lubbock County, Texas, as recorded under County Clerk File Number (CCFN) 2025031158, Official Public Records of Lubbock County, Texas (OPRLCT), and the most Southerly Southeast corner of this tract;

THENCE N. 88°19'41" W., with the North right-of-way line of said 13th Street, a distance of 20.00 feet to a point for the Southeast corner of Lot 6-A, Block 137, Original Town of Lubbock, Lubbock County, Texas, as recorded under CCFN 2025035980, OPRLCT, and the Southwest corner of this tract;

THENCE N. 01°40'12" E., with the Eastern boundary of said Lot 6-A, and the Eastern boundary of Lots 1-A and 4-A, Block 137, Original Town of Lubbock, Lubbock County, Texas, as recorded under CCFN 2025035980, OPRLCT, to a point for an "ell" corner of said Lot 4-A and the Northwest corner of this tract;

THENCE S. 88°19'41" E., with the Southern boundary of said Lot 4-A, the Southern boundary of Lot 20-A, Block 137, Original Town of Lubbock, Lubbock County, Texas, as recorded under CCFN 2025035980, OPRLCT, and the Southern boundary of Lots 16-19, Block 137, Original Town of Lubbock, Lubbock County, Texas, as recorded in Volume 5, Page 384, DRLCT, a distance of 144.93 feet to a point in the West right-of-way line of Avenue "E", as dedicated by plat recorded in Volume 5, Page 384, DRLCT, for the Southeast corner of said Lot 16 and the Northeast corner of this tract;

THENCE S. 01°40'12" W., with the West right-of-way line of said Avenue "E", at a distance of 10.00 feet pass a set "X" cut on concrete, continuing for a total distance of 15.00 feet to a point for the Northeast corner of Lot 12-A, Block 137, Original Town of Lubbock, Lubbock County, Texas, as recorded under CCFN 2025031158,

OPRLCT, and the most Easterly Southeast corner of this tract, whence a crow's foot cut on concrete set in reference bears S. 88°19'41" E. a distance of 5.00 feet;

THENCE N. 88°19'41" W., with the Northern boundary of said Lot 12-A, a distance of 124.93 feet to a point for the Northwest corner of said Lot 12-A and an "ell" corner of this tract, whence an "X" cut on concrete set in reference bears N. 01°40'12" E. a distance of 5.00 feet;

THENCE S. 01°40'12" W, with the Western boundary of said Lot 12-A, at 91.98 feet pass an "X" cut on concrete set for the Southwest corner of said Lot 12-A, the Northwest corner of said Lot 11-A, continuing with the Western boundary of said Lot 11-A for a total distance of 129.98 feet to the Point of Beginning (hereinafter "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 and 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 said **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 or structure 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 7th day of May, 2026.

[*SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGE*]

619 BROADWAY, LLC, a Texas limited liability company
BY: PICKERING REAL ESTATE HOLDINGS, LLC, ITS MANAGER

By: _____
Don A. Pickering, Manager

THE STATE OF TEXAS

COUNTY OF LUBBOCK

BEFORE ME, the undersigned, being a Notary Public in and for the State of Texas, on this day personally appeared **Don A. Pickering**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the instrument as the act of **PICKERING REAL ESTATE HOLDINGS, LLC,** a Texas limited liability company, and that he executed the instrument on behalf of the limited liability company for the purposes and consideration expressed, and in the capacity hereinabove stated, said limited liability company acting as Manager of **619 BROADWAY, LLC,** a Texas limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of May, 2026.

JOAN HUSKEY
My Notary ID # 2904771
Expires August 3, 2029

_____
Notary Public, State of Texas

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGE]

TRU DEAN REALTY, LLC, a Texas limited liability company

By: _____
Ruben Trujillo, Member

By: _____
Haley Trujillo, Member

THE STATE OF TEXAS

COUNTY OF LUBBOCK

BEFORE ME, the undersigned, being a Notary Public in and for the State of Texas, on this day personally appeared **Ruben Trujillo and Haley Trujillo**, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the instrument as the act of **TRU DEAN REALTY, LLC**, a Texas limited liability company, and that they executed the instrument on behalf of the limited liability company for the purposes and consideration expressed, and in the capacity hereinabove stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of March, 2026.

LINDA A SIDNER
Notary ID #126585310
My Commission Expires
July 9, 2028

_____
Notary Public, State of Texas

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGE]

TDRM HOLDINGS, LLC, a Texas limited liability company

By: _____
Tanner Dean, Managing Member

By: _____
Rex McKay, Managing Member

THE STATE OF TEXAS

COUNTY OF LUBBOCK

BEFORE ME, the undersigned, being a Notary Public in and for the State of Texas, on this day personally appeared **Tanner Dean and Rex McKay** known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the instrument as the act of **TDRM HOLDINGS, LLC**, a Texas limited liability company, and that they executed the instrument on behalf of the limited liability company for the purposes and consideration expressed, and in the capacity hereinabove stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of April, 2026.

MORGAN ROPER
Notary Public, State of Texas
Comm. Expires 05-09-2029
Notary ID 135514974

_____
Notary Public, State of Texas

AI# 14656
Regular City Council Meeting **5. 4.**
11/03/2026:

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing an Underground Street-Light Easement between 41st Street and 40th Street, Lubbock County, Texas, located between Lots 65 and 66, on the north side of 41st Street, east of Trenton Avenue, and west of Rochester Avenue.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close an Underground Street-Light Cable Easement, located between lots 65 and 66, on the north side of 41st Street, east of Trenton Avenue, west of Rochester Avenue.

The total area of the easements being closed is 220 square feet. The closure has no cost and no new easement will be dedicated. The proponent desires to close the easements due to a change in the development of this property.

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

Fiscal Impact

None

Staff/Board Recommending

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

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Attachments

Frenship East USE - Ordinance
Frenship East USE - Metes and Bounds
Frenship East USE - GIS Map

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING OF AN UNDERGROUND STREET LIGHT EASEMENT LOCATED BETWEEN 41st STREET AND 40th STREET, 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 underground street light easement 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 underground street light easement hereinafter described shall BE and the same is hereby closed, vacated and abandoned for public use, such area being more particularly described as the underground street light easement between lots 65 and 66 of the Frenship East subdivision, Lubbock County, Lubbock, Texas and as depicted in the attached Exhibit "A".

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2026.

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

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

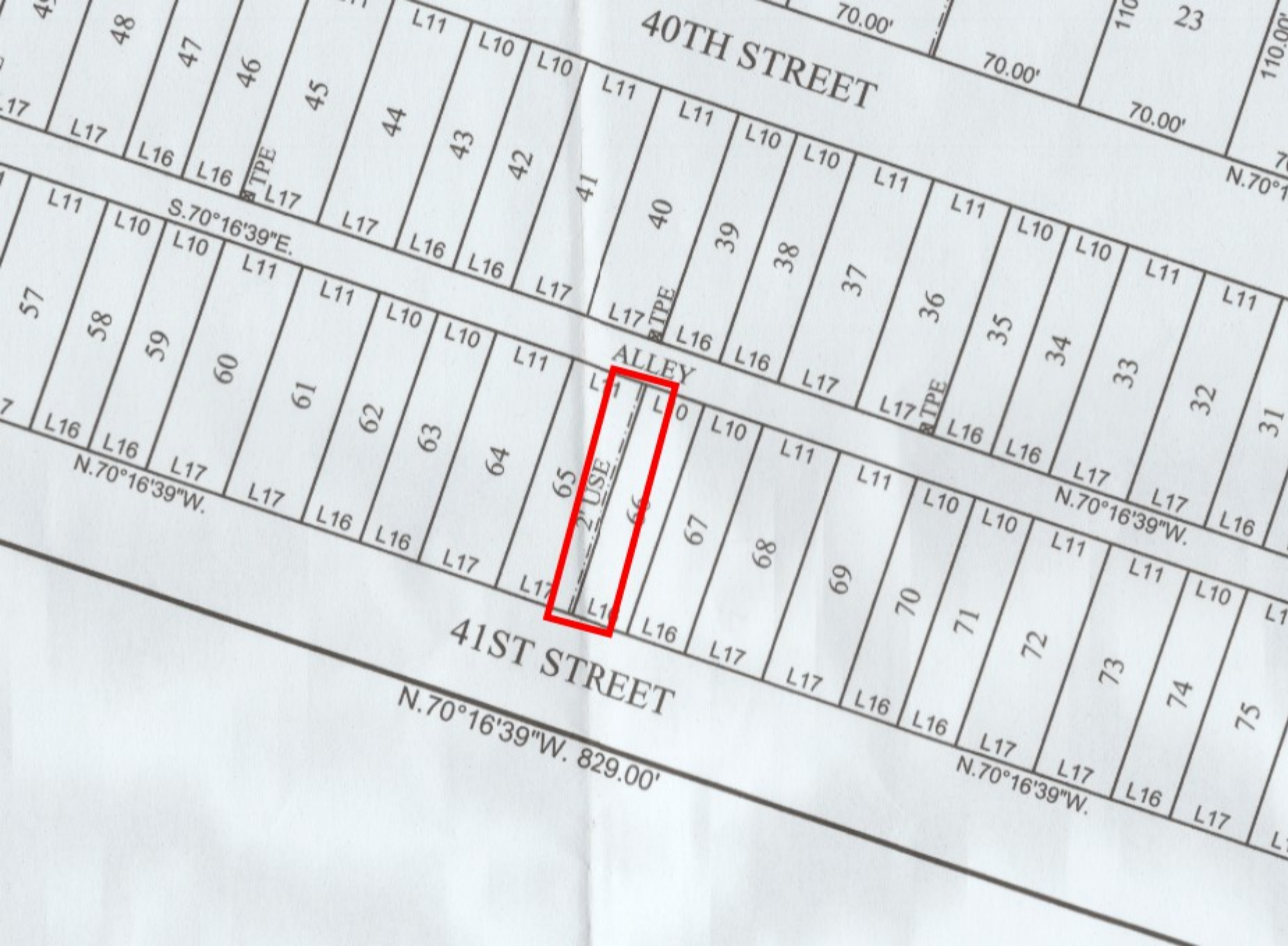
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

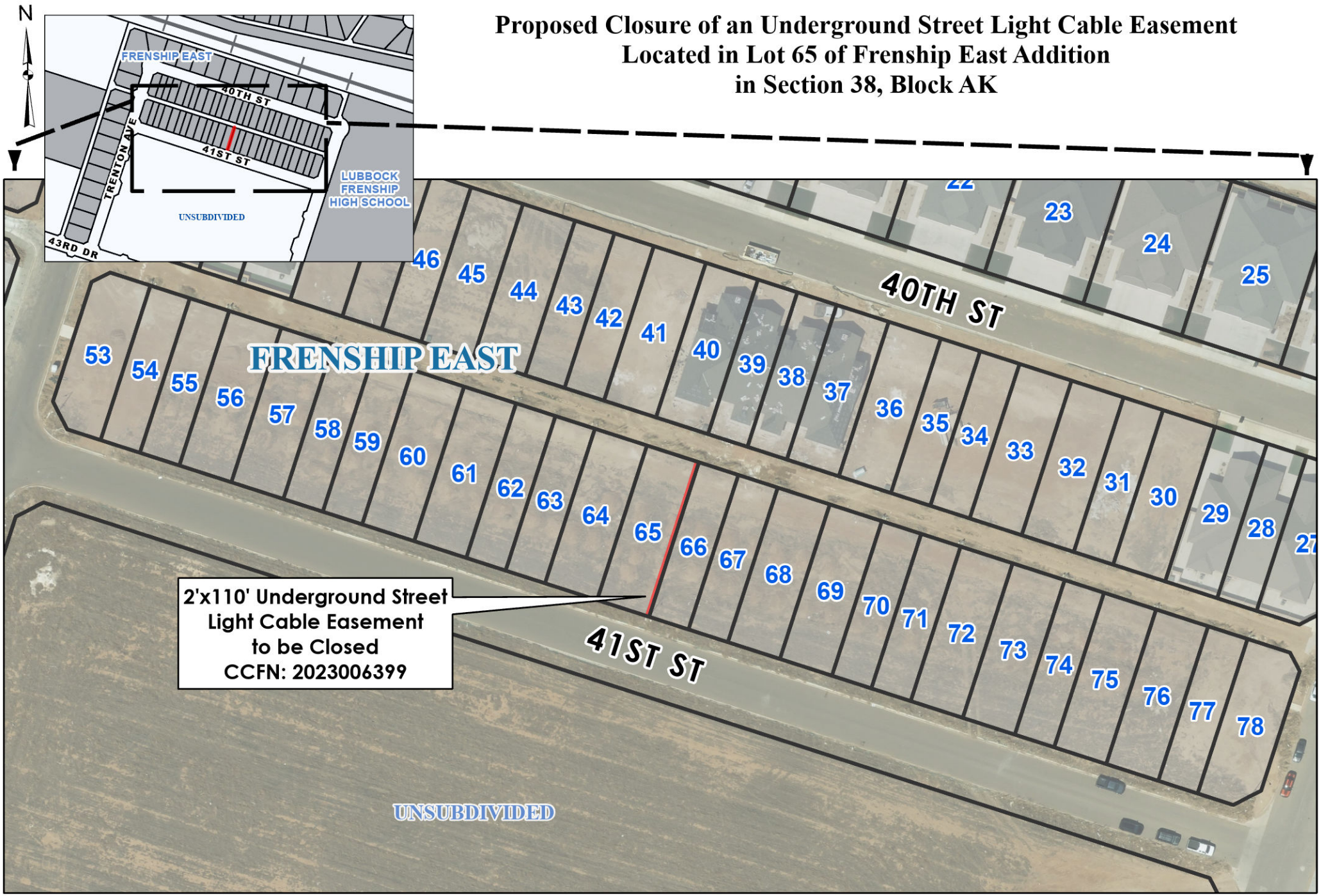
John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

David Rice, Assistant City Attorney


40TH STREET
41ST STREET
ALLEY
2' USE
S.70°16'39"E.
N.70°16'39"W.
N.70°16'39"W. 829.00'
70.00'
TPE

Proposed Closure of an Underground Street Light Cable Easement Located in Lot 65 of Frenship East Addition in Section 38, Block AK



0 100 200 300 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - April 2025

AI# 14649
Regular City Council Meeting **5. 5.**
11/03/2026:

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance, and related documents, abandoning and closing a Private Access Easement, located in Section 9, Block E, Cactus Addition, Lubbock County, south of 84th Street, and east of Avenue U.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close a private temporary access easement, as shown on the Preliminary Plat, for Cactus Addition, located in Section 9, Block E, south of 84th Street, and east of Avenue U.

The total area of the easement being closed is 10,000 square feet, and a new utility and access easement will be dedicated on the plat. The proponent desires to close the easement due to a change in the development of this property. There is no cost to the proponent for this closure.

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

Fiscal Impact

None

Staff/Board Recommending

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

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Attachments

Ordinance Cactus Addition.pdf
Exhibit A Cactus Addition - legal description.pdf
GIS Map Cactus Addition Sec 9 Blk E.pdf

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTION OF A TEMPORARY PRIVATE ACCESS EASEMENT LOCATED IN WITHIN SECTION 9, BLOCK E, CACTUS ADDITION, LUBBOCK COUNTY, 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 temporary private access easement hereinafter described in the body of this Ordinance is 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 temporary private access 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 Exhibit "A."

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

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

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

AND IT IS SO ORDERED.

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

Bailey Ratcliffe FOR
John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

David Rice, Assistant City Attorney

EXHIBIT "A"

1909 West Wall Street, Suite K • Midland, Texas 79701
P.O. Box 6040 • Midland, Texas 79704 (Mailing Address)
Office 432.262.0999 • Fax 432.262.0989
www.maverick-eng.com

MAVERICK WATER RESOURCES

CITY OF LUBBOCK §
COUNTY OF LUBBOCK §

TEMPORARY EASEMENT

FIELD NOTE DESCRIPTION OF A 0.230 ACRE TRACT OF LAND OUT OF A CALLED 10.457 ACRE TRACT OF LAND AS DESCRIBED IN DOCUMENT NUMBER 2025-42934 IN THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS AND INTENDED TO BE THAT SAME TRACT DESCRIBED AS A "TEMPORARY EASEMENT" AS SHOWN ON A PLAT OF "LOT, THE PRESERVE AT PRAIRIE POINTE" AND RECORDED IN VOLUME 9142 ON PAGE 80 AND AGAIN ON PAGE 112 OF THE PLAT RECORDS OF SAID LUBBOCK COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

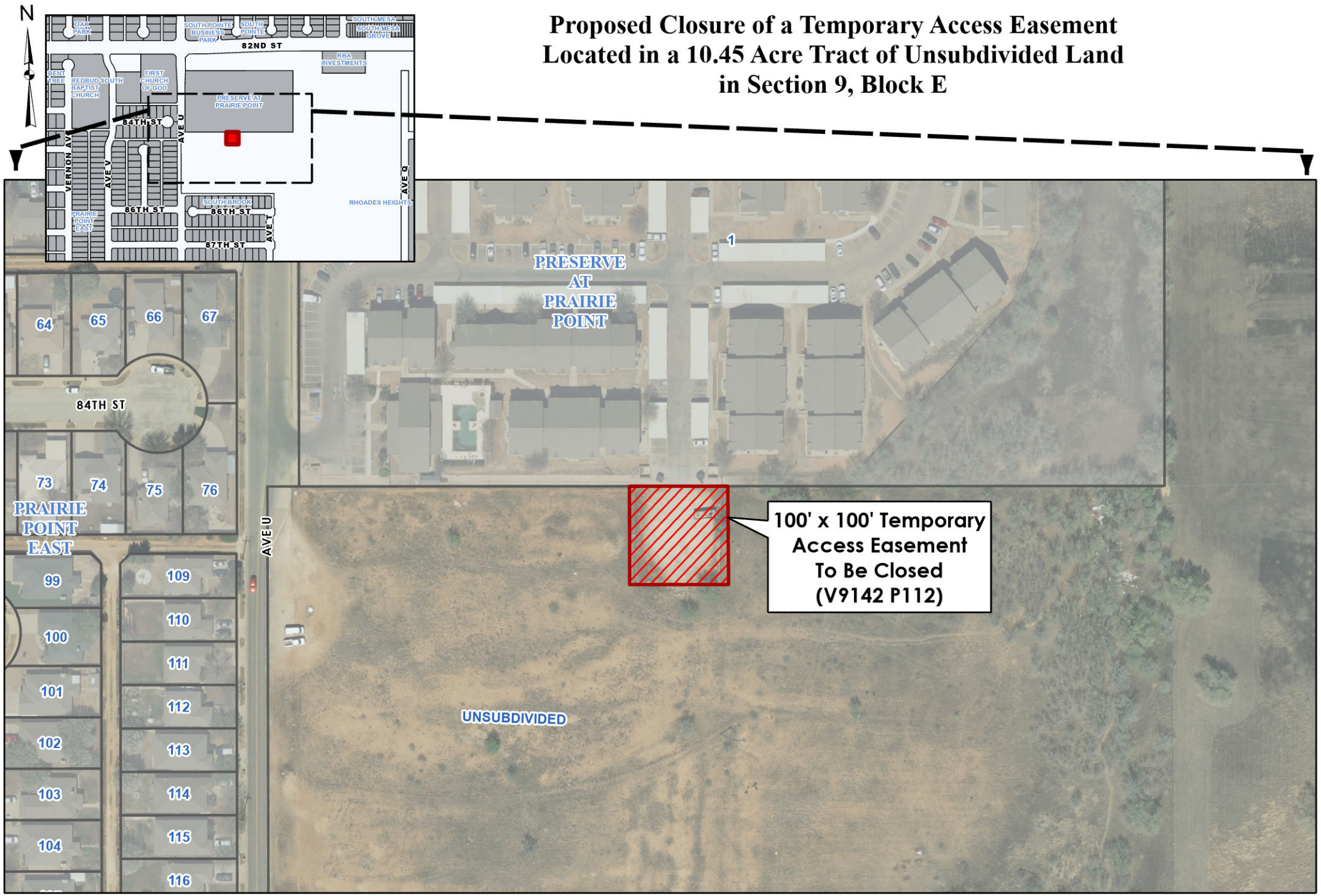
BEGINNING AT N. AT N.(y): 7251548.47, E.(x): 944583.30, A POINT ON THE SOUTH LINE OF SAID LOT 1, BEING THE NORTH LINE OF SAID 10.457 ACRE TRACT, FROM WHICH THE DEED RECORD NORTHEAST CORNER OF SAID 10.457 ACRE TRACT BEARS S.88°13'55" E., 443.35 FEET FOR THE NORTHEAST CORNER HEREOF;

THENCE THE FOLLOWING 3 COURSES AND DISTANCE FROM WITHIN SAID 10.457 ACRE TRACT;

1. **S.01°46'08" W., 100.00 FEET TO THE SOUTHEAST CORNER HEREOF;**
2. **N.88°13'55" W., 100.00 FEET TO THE SOUTHWEST CORNER HEREOF;**
3. **N.01°46'08" E., 100.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1 FOR THE NORTHWEST CORNER HEREOF;**

THENCE S.88°13'55" E., ALONG SAID SOUTH LINE OF SAID LOT 1, BEING THE NORTH LINE OF SAID 10.457 ACRE TRACT 100.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING 10,000 SQUARE FEET OR 0.230 ACRE OF LAND.

Proposed Closure of a Temporary Access Easement Located in a 10.45 Acre Tract of Unsubdivided Land in Section 9, Block E



0 100 200 300 400 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

AI# 14667
Regular City Council Meeting **5. 6.**
11/03/2026:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement, with In Touch Real Estate, LLC, for the purchase of a 0.5590-acre tract of land located in Section 23, Block AK, Lubbock County, Texas (Parcel 2C), located at the northwest corner of Upland Avenue and 114th Street, toward the west, to be utilized for the 2024 Street Bond Project.

Item Summary

In Touch Real Estate, LLC 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 northwest corner of Upland Avenue and 114th Street, toward the west.

The proponents will dedicate a 24,349-square foot tract of land, for street right-of-way purposes, at a cost of $8.25 per square foot, for a total cost of $200,879.25. 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 $200,879.25, 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 2C - Resolution
Parcel 2C - Dedication Deed
Parcel 2C - MOA
Parcel 2C - GIS Map
CIP 92899 Project Detail

Budget Detail - CIP 92899 - 10.27.2026

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 with In Touch Real Estate, LLC, for the purchase of a 0.5590-acre tract of land located in Section 23, Block AK, Lubbock County, Texas, situated in a tract described in County Clerk File Number (CCFN) 2015005928, Official Property Records of Lubbock County, Texas (OPRLCT) and more particularly described in Exhibit "A" attached hereto. Said Agreement is attached hereto as Exhibit "B" 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:

_____
David Rice, Assistant City Attorney

ccdocs II/RES Memo of Agrmt – Parcel 2C
October 8, 2026

EXHIBIT A

DESCRIPTION FOR PARCEL 2-C

METES AND BOUNDS DESCRIPTION of a 0.5590-acre tract located in Section 23, Block AK, Lubbock County, Texas, being a portion of that 120.000-acre tract described in County Clerk File Number (CCFN) 2015005928, Official Property Records of Lubbock County, Texas (OPRLCT), said 0.5590-acre tract being further described as follows:

BEGINNING at a "MAG" nail (N=7,244,603.0', E=909,639.8') set in the South line of said Section 23, Block AK, in the South line of that 120.00-acre tract described in CCFN 2015005928, OPRLCT, which bears N.88°10'35" W. a distance of 65.00 feet from a railroad spike found at the Southeast corner of said Section 23, Block AK, for the Southeast corner of this parcel;

THENCE N. 88°10'35" W., along the South line of said Section 23, a distance of 1126.23 feet to a "MAG" nail with shiner marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE Northwesterly, along a curve to the right, said curve having a radius of 7848.00 feet, a central angle of 00°10'13", a chord bearing N. 81°41'06" W., a chord distance of 23.31 feet a MAG nail with shiner marked "HUGO REED & ASSOC" for a point of compound curvature;

THENCE Northwesterly, along a curve to the left, said curve having a radius of 7958.00 feet, a central angle of 01°12'03", a chord bearing N. 82°12'01" W. and a chord distance of 166.79 feet a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 88°10'35" E. 20.00 North of and parallel to the South line of said Section 23, a distance of 1315.28 feet to the a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for the Northeast corner of this tract;

THENCE S. 01°50'27" W. a distance of 20.00 feet to the point of beginning

Containing 0.559 acre (24,349 sq. ft.) of land, more or less.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 2-C - Permanent Easement
PERIMETER SURVEY OF A
0.5590 ACRE PARCEL LOCATED IN
SECTION 23, BLOCK AK
LUBBOCK COUNTY, TEXAS

Robert A. Christopher, Registered Professional Land Surveyor No. 5167 State of Texas



Surveyed on the ground.
October 3, 2024

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011)
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002485

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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. 2-C
Abbreviated Property Description: A 0.5590-acre parcel located in Section 23, Block AK, Lubbock County, Texas, being a portion of that 120.00-acre tract described in County Clerk File Number (CCFN) 2015005928, 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 **IN TOUCH REAL ESTATE, LLC, A TEXAS LIMITED LIABILITY COMPANY**, herein called "GRANTOR," for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to **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 28th day of September, 2026.

GRANTOR:

IN TOUCH REAL ESTATE, A TEXAS LIMITED LIABILITY COMPANY

MICHAEL POSTAR, MANAGER

ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF Lubbock

This instrument was acknowledged before me on the 28th day of Sept., 2026 by **MICHAEL POSTAR, MANAGER OF IN TOUCH REAL ESTATE, LLC, A TEXAS LIMITED LIABILITY COMPANY.** The acknowledging person personally appeared by:

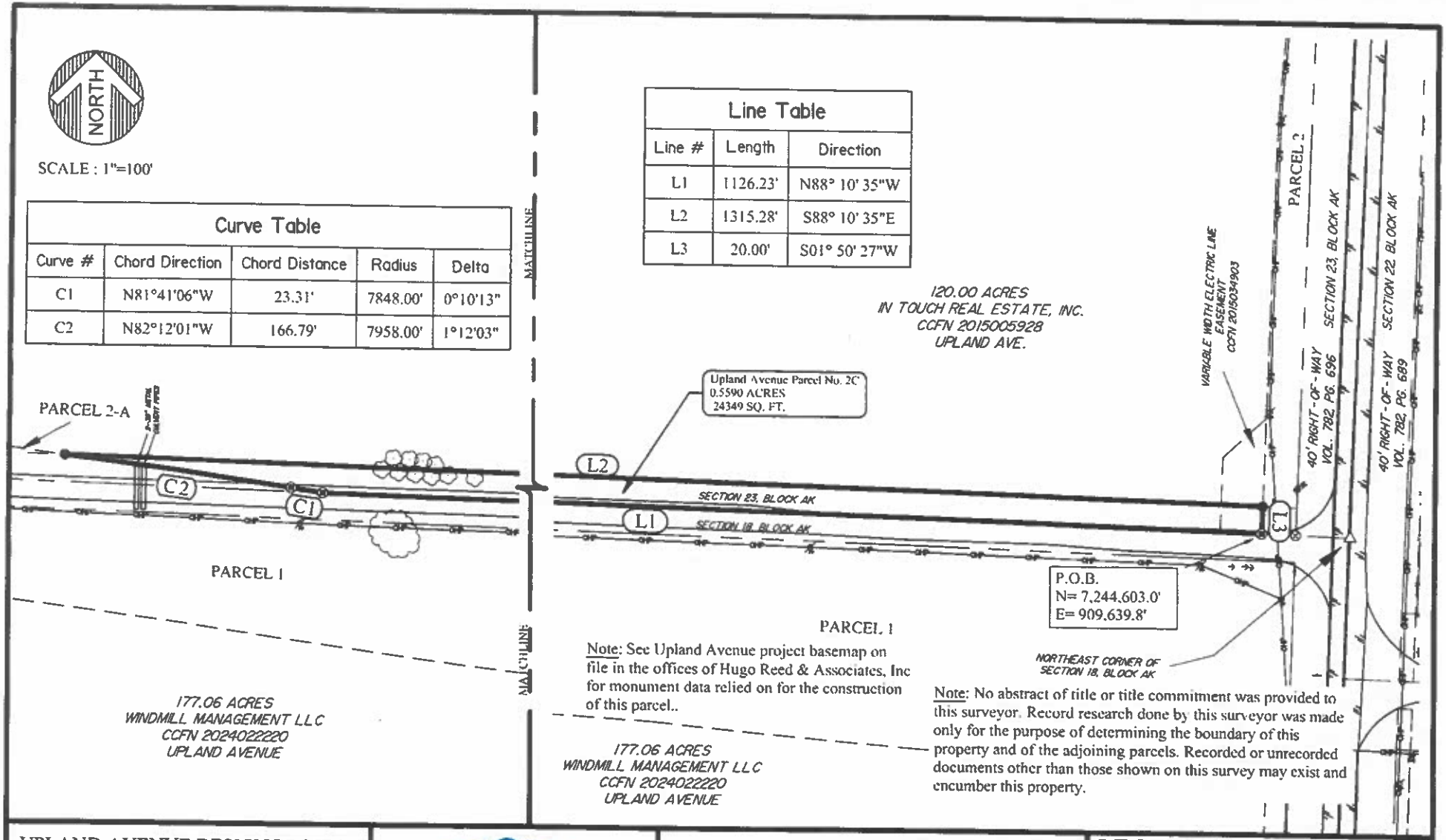
☑ physically appearing before me.

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

NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 04·03·2028

SARAH LYNNE SHIDELER
Notary Public, State of Texas
Comm. Expires 04-03-2028
Notary ID 124456659

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



UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 2-C - Permanent Easement
PERIMETER SURVEY OF A
0.5590 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

Surveyed on the ground.
October 3, 2024

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
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LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- FENCE
- OVERHEAD UTILITY LINE
- $\emptyset_{PP}$ - UTILITY POLE
- ● - SET 1/2" ROD w/CAP
- ⊛ - SET "MAG" nail w/ SHINER
- ⊗ - FD. "MAG" nail w/ SHINER
- △ - FD. RAILROAD SPIKE

P.O.B.- POINT OF BEGINNING
CCFN- COUNTY CLERK FILE NUMBER.

EXHIBIT A

DESCRIPTION FOR PARCEL 2-C

METES AND BOUNDS DESCRIPTION of a 0.5590-acre tract located in Section 23, Block AK, Lubbock County, Texas, being a portion of that 120.000-acre tract described in County Clerk File Number (CCFN) 2015005928, Official Property Records of Lubbock County, Texas (OPRLCT), said 0.5590-acre tract being further described as follows:

BEGINNING at a "MAG" nail (N=7,244,603.0', E=909,639.8') set in the South line of said Section 23, Block AK, in the South line of that 120.00-acre tract described in CCFN 2015005928, OPRLCT, which bears N.88°10'35" W. a distance of 65.00 feet from a railroad spike found at the Southeast corner of said Section 23, Block AK, for the Southeast corner of this parcel;

THENCE N. 88°10'35" W., along the South line of said Section 23, a distance of 1126.23 feet to a "MAG" nail with shiner marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE Northwesterly, along a curve to the right, said curve having a radius of 7848.00 feet, a central angle of 00°10'13", a chord bearing N. 81°41'06" W., a chord distance of 23.31 feet a MAG nail with shiner marked "HUGO REED & ASSOC" for a point of compound curvature;

THENCE Northwesterly, along a curve to the left, said curve having a radius of 7958.00 feet, a central angle of 01°12'03", a chord bearing N. 82°12'01" W. and a chord distance of 166.79 feet a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 88°10'35" E. 20.00 North of and parallel to the South line of said Section 23, a distance of 1315.28 feet to the a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for the Northeast corner of this tract;

THENCE S. 01°50'27" W. a distance of 20.00 feet to the point of beginning

Containing 0.559 acre (24,349 sq. ft.) of land, more or less.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 2-C - Permanent Easement
PERIMETER SURVEY OF A
0.5590 ACRE PARCEL LOCATED IN
SECTION 23, BLOCK AK
LUBBOCK COUNTY, TEXAS

Robert A. Christopher, Registered Professional Land Surveyor No. 5167 State of Texas



Surveyed on the ground.
October 3, 2024

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
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PHONE: 806 / 763-5642
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EXHIBIT B

MEMORANDUM OF AGREEMENT

In Touch Real Estate, LLC
3110 Frankford Avenue
Lubbock, Texas 79407

Project ID:
County: Lubbock
Project: Upland Avenue (66th to 114th) Project, Phase 3
Parcel: 2-C

In Touch Real Estate, LLC, 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 a 0.5590-acre tract located in Section 23, Block AK, Lubbock County, Texas, being a portion of that 120.000-acre tract described in County Clerk File Number (CCFN) 2015005928, Official Property 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 TWO HUNDRED THOUSAND EIGHT HUNDRED SEVENTY-NINE DOLLARS AND 25/100 DOLLARS ($200,879.25) (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 TWO HUNDRED THOUSAND EIGHT HUNDRED SEVENTY-NINE DOLLARS 25/100 DOLLARS ($200,879.25) 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 TWO HUNDRED THOUSAND EIGHT HUNDRED SEVENTY-NINE DOLLARS AND 25/100 DOLLARS ($200,879.25). The Improvements Compensation is detailed further below.

IT IS FURTHER 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 and Title Company 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 Reports prepared by Cantrell Appraisal LLC dated April 19, 2021 and May 7, 2021; and
6. Survey Plat and Legal Description of Parcel No. 2-C.

SIGNED with and as a part of the overall agreements between the parties on this _____ day of _____ 2026.

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 J. KOEHLER, ASSISTANT CITY ENGINEER

APPROVED AS TO FORM:

_____

~~**MITCHELL SATTERWHITE, FIRST**~~ David Rice
ASSISTANT CITY ATTORNEY

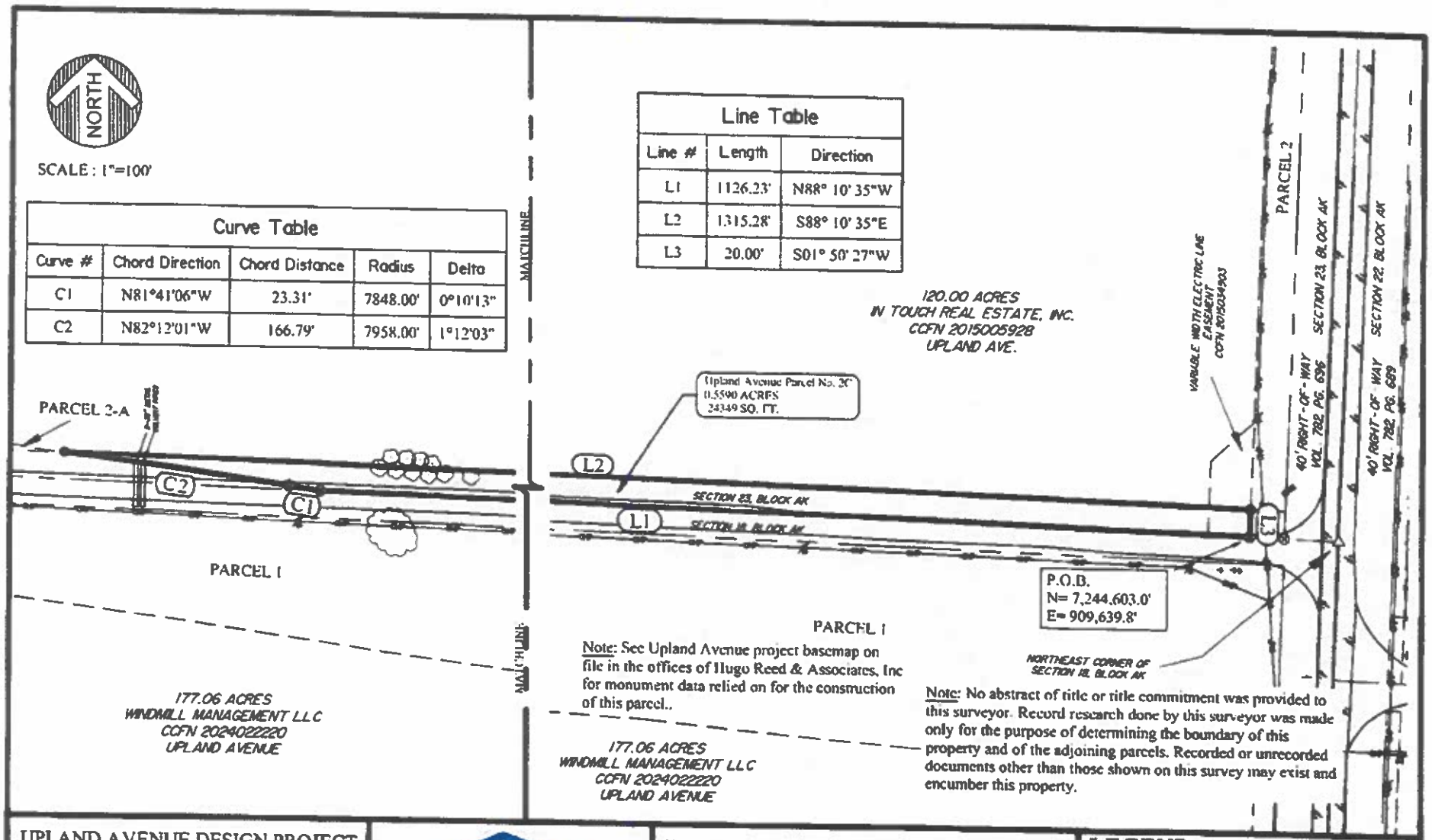
GRANTOR: IN TOUCH REAL ESTATE, LLC, A TEXAS LIMITED LIABILITY COMPANY

By: _____

Printed Name: Michael Postar

Title: Manager

Date: 9/25/2025



UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 2-C - Permanent Easement
PERIMETER SURVEY OF A
0.5590 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

Surveyed on the ground.
October 3, 2024

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
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- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- FENCE
- OVERHEAD UTILITY LINE
- UTILITY POLE
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UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 2-C - Permanent Easement
PERIMETER SURVEY OF A
0.5590 ACRE PARCEL LOCATED IN
SECTION 23, BLOCK AK
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Robert A. Christopher, Registered Professional Land Surveyor No. 5167 State of Texas



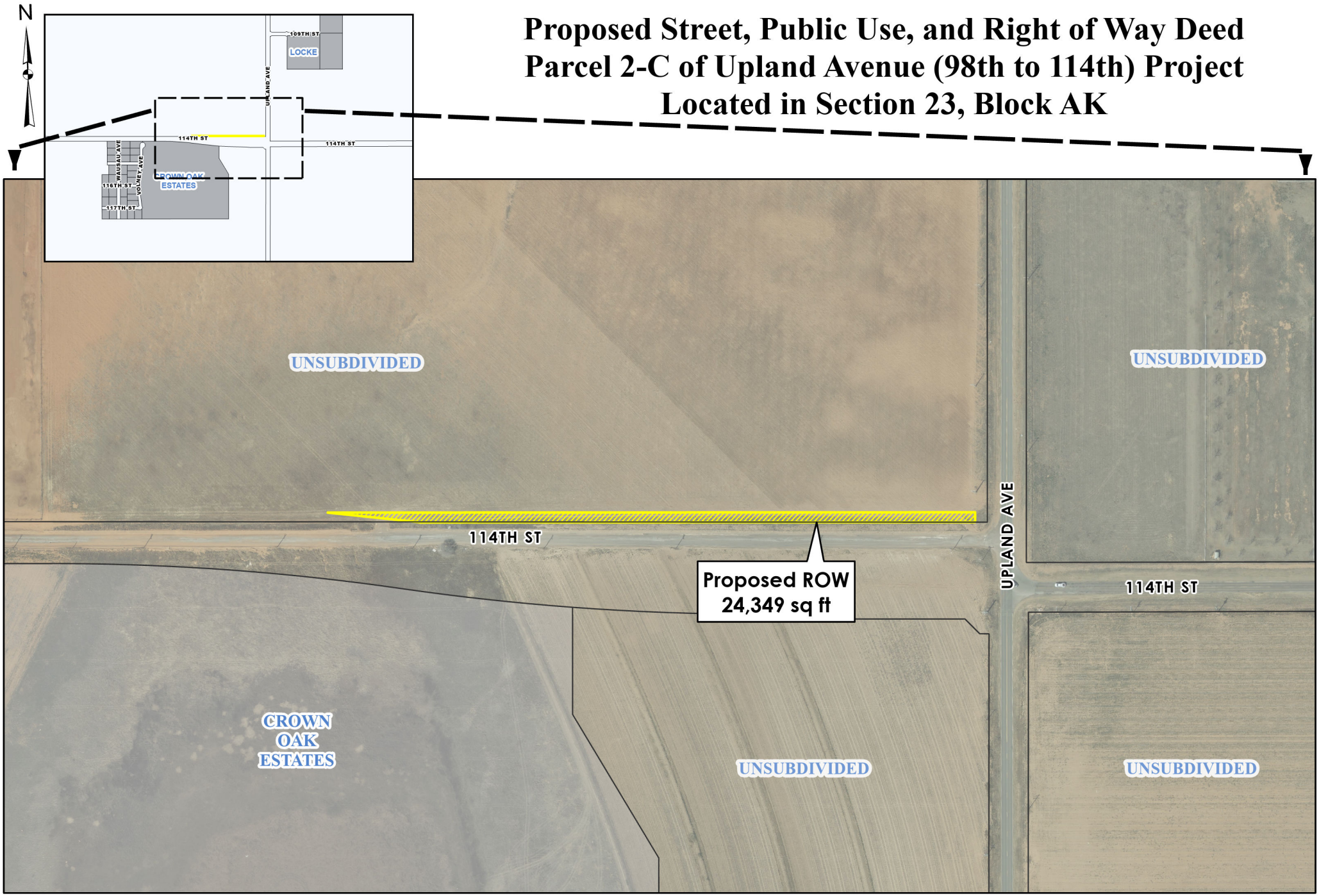
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October 3, 2024

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
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Proposed Street, Public Use, and Right of Way Deed
Parcel 2-C of Upland Avenue (98th to 114th) Project
Located in Section 23, Block AK



0 200 400 600 800 1,000 Feet

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

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 2018 Master Thoroughfare Plan to become a (5-lane) modified principal arterial. With the development and growth in this area, the roadway is exceeding the capacity of the current 2-lane pavement section.

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
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 Commencement: 08/2018
Design Completion: 06/2026
Bid for Construction: 01/2027
Award Construction: 03/2027
Construction Commencement: 04/2027
Construction Completion: 10/2028

Project Location

Upland Ave, 98th St to 114th St

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	$0	$13,600,000	$0	$0	$0	$0
Design	$1,050,000	$0	$0	$0	$0	$0	$0
TOTAL	**$2,000,000**	**$0**	**$13,600,000**	**$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	$0	$13,600,000	$0	$0	$0	$0
TOTAL	**$2,000,000**	**$0**	**$13,600,000**	**$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
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Lubbock
Capital Project
Project Cost Detail
October 27, 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 4 - Land Acquisition	21,953
Parcel 7 - Land Acquisition	33,621
Parcel 20-20A - Land Acquisition	94,412
Parcel 22 - Land Acquisition	64,358
Parcel 23 - Land Acquisition	44,159
Parcel 25 - Land Acquisition	24,042
Parcel 26 - Land Acquisition	36,726
Parcel 32 - Land Acquisition	13,090
Parcel 34 - Land Acquisition	7,868
Agenda Item October 27, 2026	
Parcel 2 - Land Acquisition	360,154
Parcel 2C - Land Acquisition	200,879
Encumbered/Expended To Date	1,942,940
Estimated Cost for Remaining Appropriation	
Upland Avenue: 98th St to 114th St - 24B Construction	57,060
Remaining Appropriation	-
Total Appropriation	$ 2,000,000

AI# 14678
Regular City Council Meeting **5. 7.**
11/03/2026:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement, with Golden Spread Electric Cooperative, Inc., for the purchase of a 0.4567-acre tract of land located in Section 21, Block E, Lubbock County, Texas, (Parcel 36), at the southwest corner of Avenue P and 146th Street, to be utilized for the 2024 Street Bond Project.

Item Summary

With the widening of Avenue P from 130th Street to 146th Street, the following street dedication will allow for the construction of the arterial. Golden Spread Electric Cooperative, Inc. is dedicating right-of-way located at the southwest corner of Avenue P and 146th Street, to the City of Lubbock.

The proponent will dedicate 19,892 square feet of land for street right-of-way purposes, with 6,001 square feet situated within an existing right-of-way (ROW) easement and 13,891 square feet situated in the proposed ROW.

The land cost for the ROW easement is approximately $0.0199 per square foot, or $120.00. The land cost for the proposed ROW is $1.4986 per square foot, or $20,817.00, for a total land cost of $20,937.00, plus, the cost for improvements. The required improvements consist of a gate replacement for $45,913.44 and foundation removal for $23,000.00.

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 $89,850.44, plus closing costs and is funded by Capital Improvements Project 92898, Avenue P: 130th Street to 146th Street – 24B.

Staff/Board Recommending

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

Attachments

Resolution - Avenue P, Parcel 36.pdf
MOA, Exhibit B - Avenue P, Parcel 36.pdf
Deed - Avernue P, Parcel 36.pdf
Exhibit A - Avenue P, Parcel 36.pdf

GIS Map - Avenue P, Parcel 36.pdf
CIP Spreadsheet-October 272026.pdf
92898 - Avenue P_ 130th Street to 146th Street - 24B (1).pdf

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 with Golden Spread Electric Cooperative, Inc., for the purchase of a 0.4567 acre tract located in Section 21, Block E, Lubbock County, Texas, more particularly described in Exhibit "A" attached hereto. Said Agreement is attached hereto as Exhibit "B" 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:

_____
David Rice, Assistant City Attorney

ccdocs II/RES.Memo of Agrmt – Ave. P, Parcel 36
October 14, 2026

EXHIBIT "B"

MEMORANDUM OF AGREEMENT

Golden Spread Electric Cooperative, Inc.,
a Texas Corporation
P.O. Box 9898
Amarillo, Texas 79105-5898

Project ID: N/A
County: Lubbock
Project: Avenue P – 130th to 146th
Parcel: 36

Golden Spread Electric Cooperative, Inc., a Texas Corporation, 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 a 0.4567 acre tract located in Section 21, Block E, Lubbock County, Texas and more particularly described in the attached Exhibit "A".

IT IS AGREED that the total consideration for the execution of a Street, Public Use And Right Of Way Deed (the "Conveyance Instrument") is EIGHTY-NINE THOUSAND EIGHT HUNDRED FIFTY AND 44/100 ($89,850.44) (the "Just Compensation"); **provided, however, that the Grantor acknowledges and understands that the Just Compensation is subject to final approval by Lubbock's City Council (such approval to be made in the City's Council's sole discretion) and further subject to approval of title**.

IT IS FURTHER AGREED, and Grantor further acknowledges and understands that the Just Compensation includes LAND COMPENSATION – TWENTY THOUSAND NINE HUNDRED THIRTY-SEVEN AND NO/100 ($20,937.00) for the land and damages, if any (the "Land Compensation"), and further includes IMPROVEMENTS COMPENSATION – SIXTY-EIGHT THOUSAND NINE HUNDRED THIRTEEN AND 44/100 DOLLARS ($68,913.44) for the improvements (the "Improvements Compensation"), to equal a total of EIGHTY-NINE THOUSAND EIGHT HUNDRED FIFTY AND 44/100 ($89,850.44). 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 and the cost necessary to return the functionality of the site (the "Cost to Cure"), as follows:

1.	Gate Replacement	$45,913.44
2.	Foundation Removal	$23,000.00

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

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

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

1. N/A

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

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

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

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

_____

_____

_____

(collectively "Construction Special Provisions").

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

Grantor confirms receipt of the following:

1. Copy of The State of Texas Landowner's Bill of Rights;
2. Right of Entry Agreement signed by Grantor;
3. Initial Offer Letter from the City of Lubbock;
4. Final Offer Letter from the City of Lubbock;
5. Proposed Conveyance Instrument from the City of Lubbock;
6. Appraisal Report and/or Market Study Report prepared by Brent Pitts, MAI, AI-GRS, R/W-AC dated June 18, 2026; and
7. Survey Plat and Legal Description of Parcel No. 36.

SIGNED with and as a part of the overall agreements between the parties on this _____ day of _____ 2026.

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 J. KOEHLER, ASSISTANT CITY ENGINEER

APPROVED AS TO FORM:

_____

DAVID RICE, ASSISTANT CITY ATTORNEY

GRANTOR(S):
Golden Spread Electric Cooperative, Inc., a Texas Corporation

By: Kari Hollandsworth

Printed Name: Kari Hollandsworth

Title: President and CEO

Date: September 15, 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.

Avenue P – 130th to 146th
Parcel No. 36
14606 Avenue P, Lubbock, Lubbock County, Texas 79423
a 0.4567 acre tract located in Section 21, Block E, Lubbock County, Texas

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

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 15 day of September, 2026

GRANTOR:
Golden Spread Electric Cooperative, Inc., a Texas Corporation

Kari Hollandsworth
By: Kari Hollandsworth, President and CEO

CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Potter

This instrument was acknowledged before me on the 15 day of September, 2026 by Kari Hollandsworth, President and CEO, on behalf of, Golden Spread Electric Cooperative, Inc., a Texas Corporation.

The acknowledging person personally appeared by:

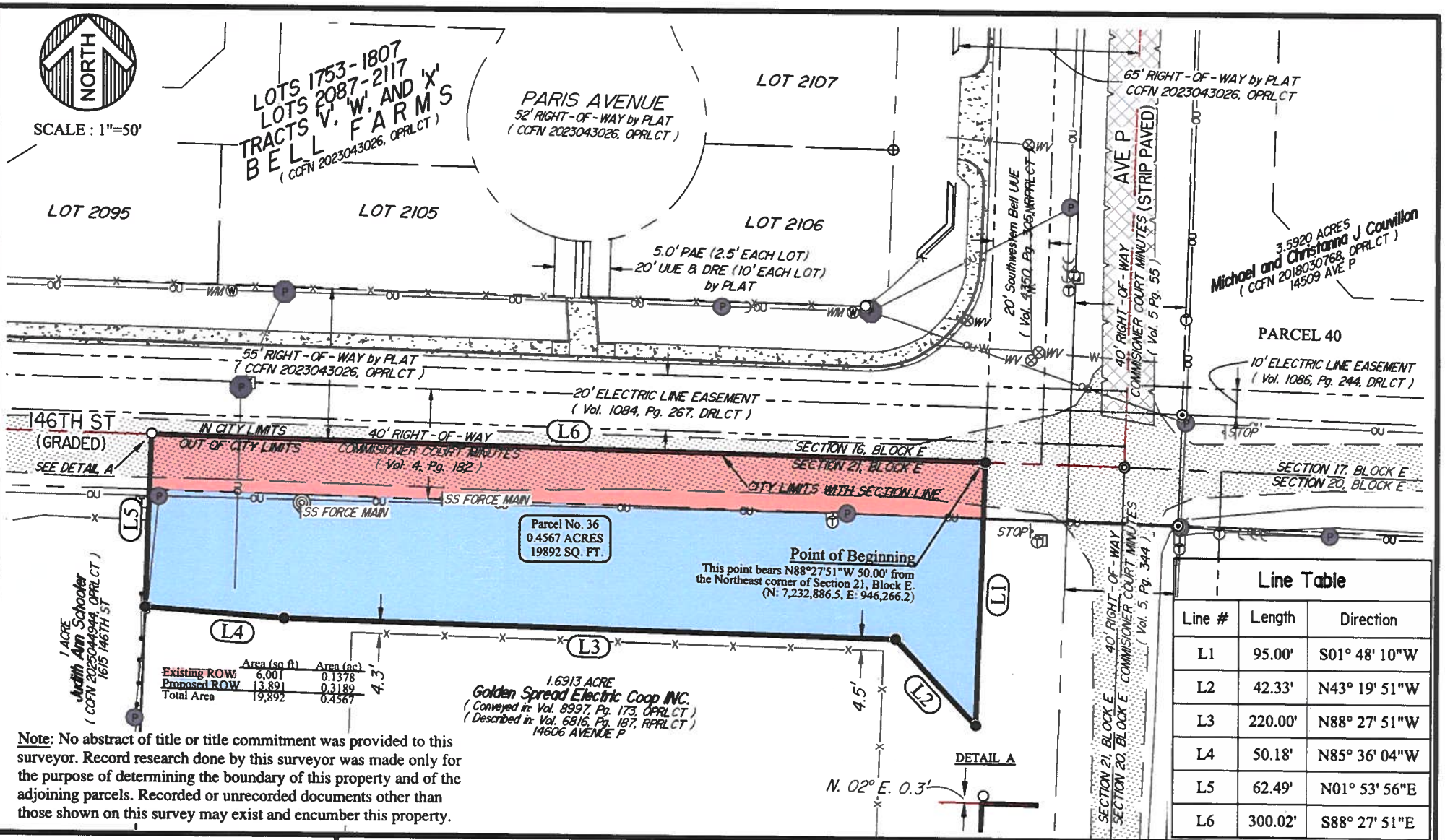
☒ physically appearing before me.

☐ 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.

Stevi Brianne Breshears
NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 2/18/2030

Stevi Brianne Breshears
My Commission Expires
2/18/2030
Notary ID 135548791

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



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.

Line Table

Line #	Length	Direction
L1	95.00'	S01° 48' 10"W
L2	42.33'	N43° 19' 51"W
L3	220.00'	N88° 27' 51"W
L4	50.18'	N85° 36' 04"W
L5	62.49'	N01° 53' 56"E
L6	300.02'	S88° 27' 51"E

AVENUE P 130TH - 146TH STREET ROADWAY PROJECT

Parcel 36
PERIMETER SURVEY OF A
0.4567 ACRE PARCEL LOCATED IN
SECTION 21, BLOCK E
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional
Land Surveyor No.7089 State of Texas

STATE OF TEXAS
REGISTERED
M. ALAN COX
7089
PROFESSIONAL
LAND SURVEYOR

Revised March 24, 2026
Surveyed on the ground, March 23, 2026

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011),
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.00025

Copyright 2026, Hugo Reed and Associates, Inc.

LEGEND:

- Surveyed Property
- Adjacent Property
- Lubbock City Limits / Section Line
- Section Line
- Right-of-Way
- Easement
- ● - Set 1/2" Rod w/Cap 'HUGO REED & ASSOC.'
- ⊙ - Fd. 1/2" Rod w/Cap 'HUGO REED & ASSOC.'
- ○ - Fd. 1/2" Iron Rod
- ◎ - Fd. 3/4" Iron Pipe
- ⊕ - Fd. Mag Nail w/Washer 'AMD ENGINEERING'

CCFN- County Clerk File Number
OPRLCT- Official Public Records of Lubbock County, Texas
RPRLCT- Real Property Records of Lubbock County, Texas
DRLCT- Deed Records of Lubbock County, Texas

DESCRIPTION FOR PARCEL 36

METES AND BOUNDS DESCRIPTION of a 0.4567 acre tract located in Section 21, Block E, Lubbock County, Texas, being a portion of that 1.6913 acre tract conveyed in Volume 8997, Page 173, Official Public Records of Lubbock County, Texas (OPRLCT), being described in Volume 6816, Page 187, Real Property Records of Lubbock County, Texas (RPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set (N=7,232,886.5', E=946,266.2') in the North line of said Section 21, which bears N. 88°27'51" W., a distance of 50.00 feet from a 3/4" iron pipe found at the Northeast corner of said Section 21, for the Northeast corner of this tract;

THENCE S. 01°48'10" W., parallel with and 50.00 feet west of the East line of said Section 21, a distance of 95.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set for the Southeast corner of this tract;

THENCE N. 43°19'51" W. a distance of 42.33 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set for a corner of this tract;

THENCE N. 88°27'51" W., parallel with and 65.00 feet South of the North line of said Section 21, a distance of 220.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC.", set for a corner of this tract;

THENCE N. 85°36'04" W. a distance of 50.18 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC.", set in the East line of that 1 acre tract described in CCFN 2025044944, OPRLCT, the West line of said 1.6913 acre tract, and for the Southwest corner of this tract;

THENCE N. 01°53'56" E., with the East line of said 1 acre tract, and the West line of said 1.6913 acre tract, a distance of 62.49 feet to a point in the North line of said Section 21, for the Northwest corner of this tract, from which a bent 1/2" iron rod found in reference bears N. 02° E. a distance of 0.3 feet;

THENCE S. 88°27'51" E., with the North line of said Section 21, a distance of 300.02 feet to the Point of Beginning.

Containing 0.4567 acres (19,892 sq. ft.) of land, more or less, with 0.1378 acres (6,001 sq. ft.) situated within the existing right-of-way and 0.3189 acres (13,891 sq. ft.) situated within the proposed right-of-way.

	Area (sq ft)	Area (ac)
Existing ROW	6,001	0.1378
Proposed ROW	13,891	0.3189
Total Area	19,892	0.4567

ROW: Right-of-Way

AVENUE P 130TH - 146TH STREET
ROADWAY PROJECT

Parcel 36
PERIMETER SURVEY OF A
0.4567 ACRE PARCEL LOCATED IN
SECTION 21, BLOCK E
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional
Land Surveyor No.7089 State of Texas

STATE OF TEXAS
REGISTERED
M. ALAN COX
7089
PROFESSIONAL
LAND SURVEYOR

Revised March 24, 2026
Surveyed on the ground, March 23, 2026

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011),
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.00025

Copyright 2026, Hugo Reed and Associates, Inc.

EXHIBIT"A"

DESCRIPTION FOR PARCEL 36

METES AND BOUNDS DESCRIPTION of a 0.4567 acre tract located in Section 21, Block E, Lubbock County, Texas, being a portion of that 1.6913 acre tract conveyed in Volume 8997, Page 173, Official Public Records of Lubbock County, Texas (OPRLCT), being described in Volume 6816, Page 187, Real Property Records of Lubbock County, Texas (RPRLCT), being further described as follows:

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THENCE N. 85°36'04" W. a distance of 50.18 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC.", set in the East line of that 1 acre tract described in CCFN 2025044944, OPRLCT, the West line of said 1.6913 acre tract, and for the Southwest corner of this tract;

THENCE N. 01°53'56" E., with the East line of said 1 acre tract, and the West line of said 1.6913 acre tract, a distance of 62.49 feet to a point in the North line of said Section 21, for the Northwest corner of this tract, from which a bent 1/2" iron rod found in reference bears N. 02° E. a distance of 0.3 feet;

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Containing 0.4567 acres (19,892 sq. ft.) of land, more or less, with 0.1378 acres (6,001 sq. ft.) situated within the existing right-of-way and 0.3189 acres (13,891 sq. ft.) situated within the proposed right-of-way.

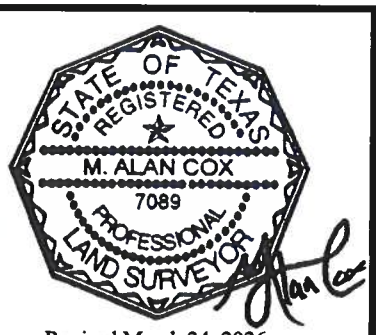
	Area (sq ft)	Area (ac)
Existing ROW	6,001	0.1378
Proposed ROW	13,891	0.3189
Total Area	19,892	0.4567

ROW: Right-of-Way

AVENUE P 130TH - 146TH STREET
ROADWAY PROJECT

Parcel 36
PERIMETER SURVEY OF A
0.4567 ACRE PARCEL LOCATED IN
SECTION 21, BLOCK E
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional
Land Surveyor No.7089 State of Texas



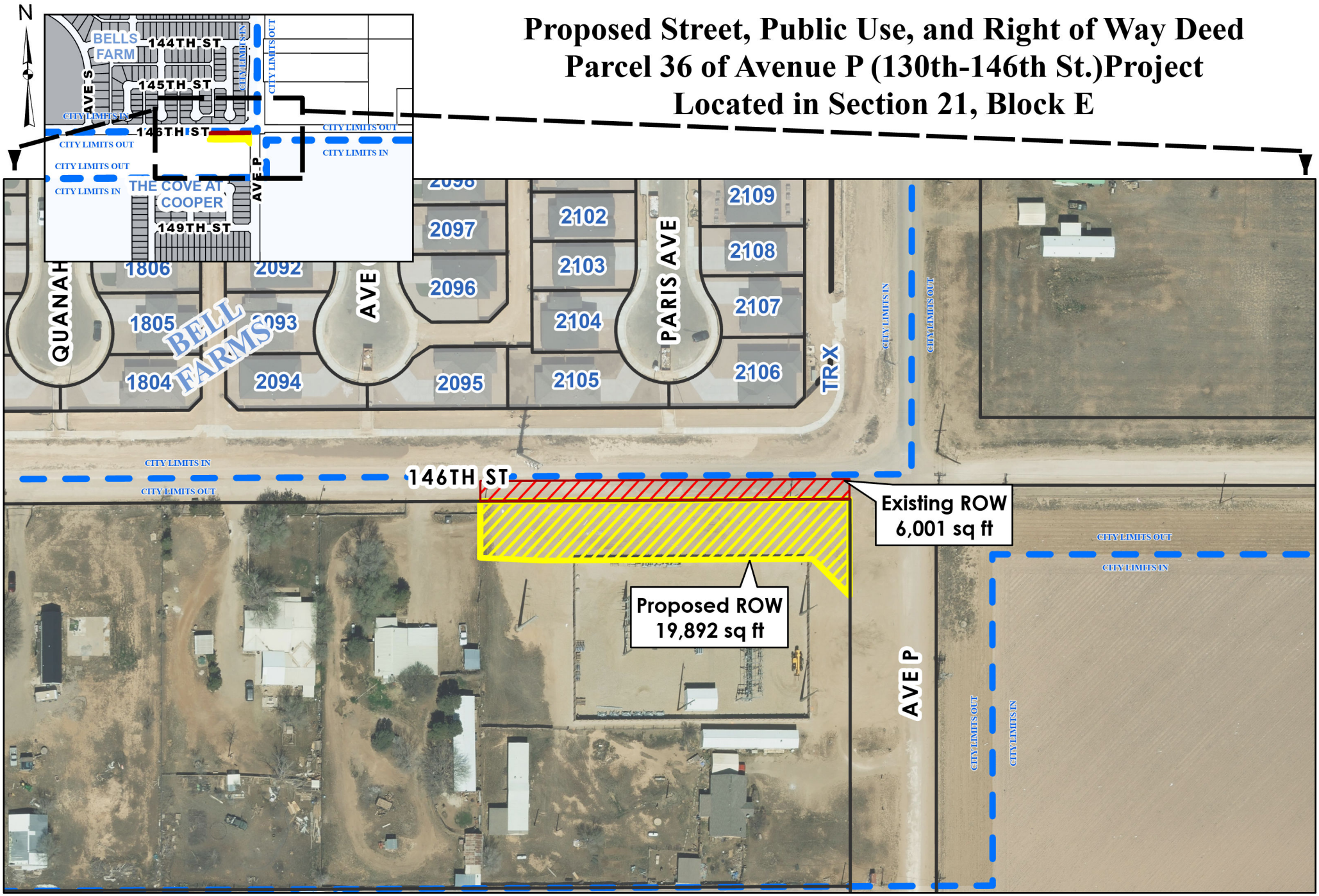
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HUGO REED AND ASSOCIATES, INC.
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Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011),
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.00025

Copyright 2026, Hugo Reed and Associates, Inc.

Proposed Street, Public Use, and Right of Way Deed
Parcel 36 of Avenue P (130th-146th St.)Project
Located in Section 21, Block E



0 100 200 300 400 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

City of Lubbock
Capital Project
Project Cost Detail
October 27, 2026

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

Encumbered/Expended	**Budget**
PSA Contract No. 18843 with Hugo Reed and Associates, Inc.	$ 953,125
PSA Contract No. 18934 with Pinnacle Management Group, Inc.	77,380
ROW Dedication, Parcel 43	32,589
Staff Time	34,137
ROW Dedication, Parcel 40	35,000
Agenda Item October 27, 2026	
ROW Dedication Parcel 36	89,850
Encumbered/Expended To Date	1,222,081
Estimated Cost for Remaining Appropriation	
Avenue P from 130th to 146th - 24B ROW Acquisition and Construction	9,777,919
Remaining Appropriation	0
Total Appropriation	$ 11,000,000



CIP 92898 Avenue P: 130th Street to 146th Street - 24B

Bond Election Project – 2024

Project Manager: Kerry Koehler - Engineering

Project Scope

Avenue P from 130th Street to 146th Street is currently a 2-lane asphalt paved road to 146th Street with the 146th Street intersection being unpaved. This project will provide full design of a 3-lane paved road, 1-lane in each direction with a center turn lane, for Avenue P, from 130th Street to 146th Street and the 146th Street intersection.

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
Growth and Development

Project History

- FY 2024-25 $2,400,000 appr. by Ord. 2024-O0152
- FY 2025-26 $8,800,000 appr. by Ord. 2025-O0112
- FY 2025-26 $200,000 reduced by BCR 2026-21

Project Dates

Design Commencement: 05/2025
Design Completion: 08/2026
Bid for Construction: 11/2026
Award Construction: 12/2026
Construction Commencement: 01/2027
Construction Completion: 07/2028

Project Location

Avenue P, 130th St to 146th St

Project Appropriations

	Appropriation to Date	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget	2031 - 32 Budget
Construction	$8,600,000	$0	$0	$0	$0	$0	$0
Design	$2,400,000	$0	$0	$0	$0	$0	$0
TOTAL	**$11,000,000**	**$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
General Obligation Bonds	$11,000,000	$0	$0	$0	$0	$0	$0
TOTAL	**$11,000,000**	**$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
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

AI# 14666
Regular City Council Meeting **5. 8.**
11/03/2026:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement with In Touch Real Estate, LLC, for the purchase of a 1.002-acre tract of land located in Section 23, Block AK, Lubbock County, Texas (Parcel 2), at the northwest corner of Upland Avenue and 114th Street, to be utilized for the 2024 Street Bond Project.

Item Summary

In Touch Real Estate, LLC 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 northwest corner of Upland Avenue and 114th Street.

The proponents will dedicate a 43,655 square-foot tract of land for street right-of-way purposes, at a cost of $8.25 per square foot, for a total cost of $360,153.75. 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 $360,153.75, 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

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Attachments

Resolution - Part 2
MOA - Parcel 2
Dedication Deed - Parcel 2
Parcel 2 - GIS Map
Budget Detail - CIP 92899 - 10.27.2026

CIP 92899 Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Memorandum of Agreement with In Touch Real Estate, LLC, for the purchase of a 1.002-acre tract of land located in Section 23, Block AK, Lubbock County, Texas, being a portion of that 120.00 acre tract described in County Clerk File Number (CCFN) 2015005928, Official Property Records of Lubbock County, Texas (OPRLCT) and more particularly described in Exhibit "A" attached hereto. Said Agreement is attached hereto as Exhibit "B" 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:

_____
David Rice, Assistant City Attorney

ccdocs II/RES.Memo of Agrmt – Parcel 2C
October 8, 2026

EXHIBIT A

DESCRIPTION FOR PARCEL 2

METES AND BOUNDS DESCRIPTION of a 1.002-acre parcel located in Section 23, Block AK, Lubbock County, Texas, being a portion of that 120.00-acre tract described in County Clerk File Number (CCFN) 2015005928, Official Property Records of Lubbock County, Texas (OPRLCT), said 1.002-acre parcel being further described as follows:

BEGINNING at a found "MAG" nail (N=7,244,602.2', E=909,665.0') found in the West line of that 40.00-foot Right-of-Way described in Volume 782, Page 696, Deed Records of Lubbock County, Texas (DRLCT), for the Southeast corner of this parcel, which bears N.88°10'35" W. a distance of 40.00 feet from a railroad spike found at the Southeast corner of said Section 23, Block AK;

THENCE N. 88°10'35" W., along the South line of Section 23, Block AK and the North line of Section 18, Block AK, a distance of 25.00 feet to a "MAG" nail with shiner marked 'HUGO REED & ASSOC' set for the Southwest corner of this parcel;

THENCE N. 01°50'27" E., 65.00 feet West of and parallel with the East line of said Section 23, a distance of 304.99 feet to a 1/2" iron rod with yellow cap marked 'HUGO REED & ASSOC' set for a point of intersection;

THENCE N. 04°42'12" E. a distance of 200.25 feet to a 1/2" iron rod with yellow cap marked 'HUGO REED & ASSOC' set for point of intersection;

THENCE N. 01°50'27" E., 55.00 feet West of and parallel with the East line of said Section 23, a distance of 2135.34 feet to a 1/2" iron rod with yellow cap marked 'HUGO REED & ASSOC' found in the North line of said 120.00-acre tract and the South line of Tract "A", Experience Life, an addition to the City of Lubbock, as recorded in CCFN 2012013374, OPRLCT at the Northwest corner of this parcel;

THENCE S. 88°10'23" E., along the North line of said 120.00-acre tract and the South line of said Tract "A", a distance of 15.00 feet to a 1/2" iron rod with yellow cap marked 'HUGO REED & ASSOC' set for the Northeast corner of this parcel;

THENCE S. 01°50'27" W. 40.00 feet West of and parallel to the East line of Section 23, Block AK, a distance of 2640.33 feet to the Point of Beginning.

Containing 1.002 acres (43,655 sq. ft.) of land, more or less.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 2 - Permanent Easement
PERIMETER SURVEY OF A
1.002 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 LAND SURVEYOR

Surveyed on the ground.
October 3, 2024

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet
Combined Scale Factor: 1.0002485

Copyright 2024, Hugo Reed and Associates, Inc.

EXHIBIT B

MEMORANDUM OF AGREEMENT

In Touch Real Estate, LLC
3110 Frankford Avenue
Lubbock, Texas 79407

Project ID:
County: Lubbock
Project: Upland Avenue (66th to 114th) Project, Phase 3
Parcel: 2

In Touch Real Estate, LLC, 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 a 1.002-acre parcel located in Section 23, Block AK, Lubbock County, Texas, being a portion of that 120.00-acre tract described in County Clerk File Number (CCFN) 2015005928, Official Property 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 THREE HUNDRED SIXTY THOUSAND ONE HUNDRED AND FIFTY-THREE DOLLARS AND 75/100 DOLLARS ($360,153.75) (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 THREE HUNDRED SIXTY THOUSAND ONE HUNDRED AND FIFTY-THREE DOLLARS AND 75/100 DOLLARS ($360,153.75) 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 THREE HUNDRED SIXTY THOUSAND ONE HUNDRED AND FIFTY-THREE DOLLARS AND 75/100 DOLLARS ($360,153.75). The Improvements Compensation is detailed further below.

IT IS FURTHER 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 and Title Company 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 Reports prepared by Cantrell Appraisal LLC dated April 19, 2021 and May 7, 2021; and
6. Survey Plat and Legal Description of Parcel No. 2.

SIGNED with and as a part of the overall agreements between the parties on this _____ day of _____ 2026.

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 J. KOEHLER, ASSISTANT CITY ENGINEER

APPROVED AS TO FORM:

_____

~~**MITCHELL SATTERWHITE, FIRST**~~ David Rice
ASSISTANT CITY ATTORNEY

GRANTOR: IN TOUCH REAL ESTATE, LLC, A TEXAS LIMITED LIABILITY COMPANY

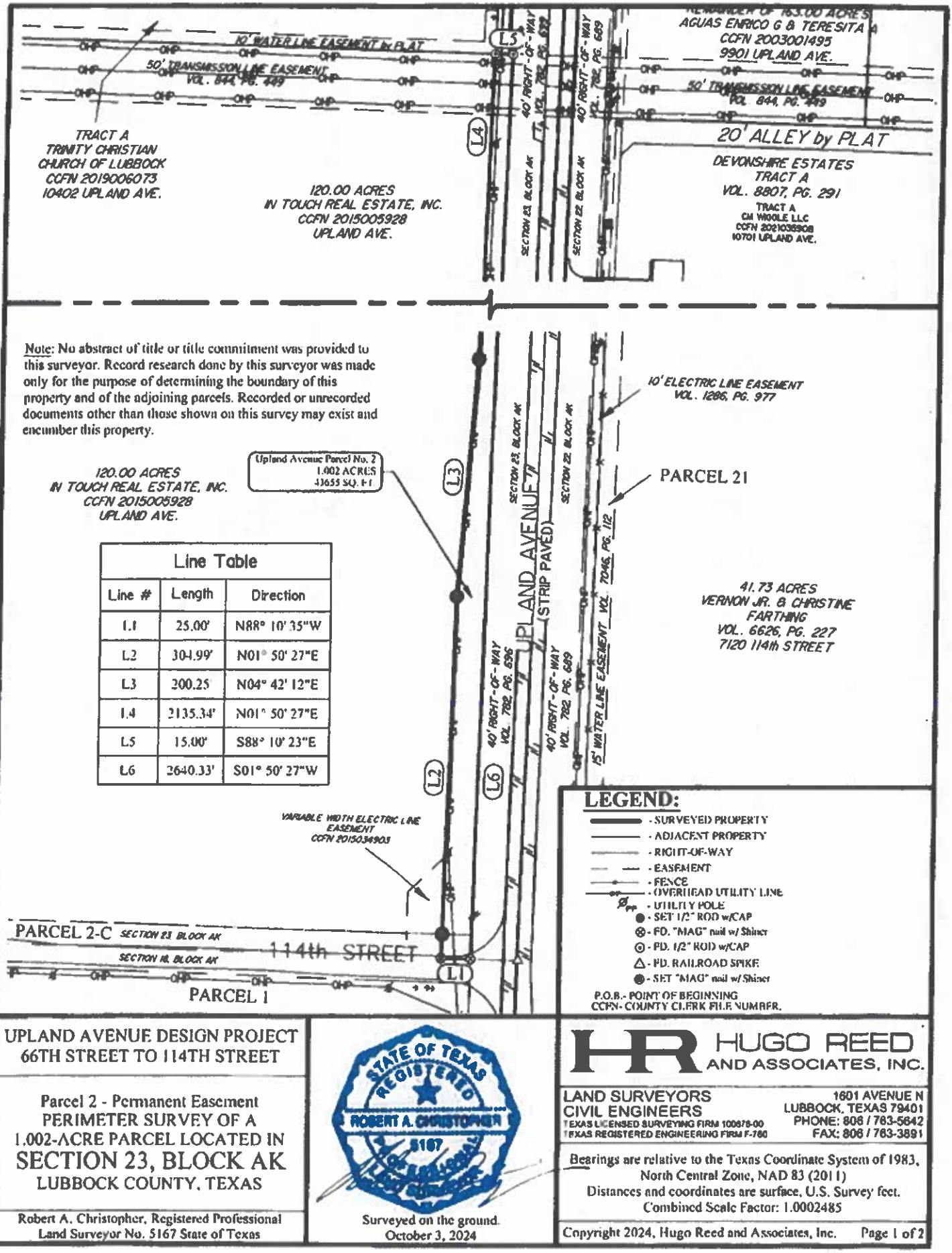
By: _____

Printed Name: Michael Postar

Title: Manager

Date: 9/28/2026

EXHIBIT A



Line Table		
Line #	Length	Direction
L1	25.00'	N88° 10' 35"W
L2	304.99'	N01° 50' 27"E
L3	200.25'	N04° 42' 12"E
L4	2135.34'	N01° 50' 27"E
L5	15.00'	S88° 10' 23"E
L6	2640.33'	S01° 50' 27"W

LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- FENCE
- OVERHEAD UTILITY LINE
- UTILITY POLE
- SET 1/2" ROD w/CAP
- FD. "MAG" nail w/ Shiner
- FD. 1/2" ROD w/CAP
- FD. RAILROAD SPIKE
- SET "MAG" nail w/ Shiner

P.O.B.- POINT OF BEGINNING
CCFN- COUNTY CLERK FILE NUMBER.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 2 - Permanent Easement
PERIMETER SURVEY OF A
1.002-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 LAND SURVEYOR

Surveyed on the ground.
October 3, 2024

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100678-00
TEXAS REGISTERED ENGINEERING FIRM F-780
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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Combined Scale Factor: 1.0002485

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THENCE N. 88°10'35" W., along the South line of Section 23, Block AK and the North line of Section 18, Block AK, a distance of 25.00 feet to a "MAG" nail with shiner marked 'HUGO REED & ASSOC' set for the Southwest corner of this parcel;

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Containing 1.002 acres (43,655 sq. ft.) of land, more or less.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 2 - Permanent Easement
PERIMETER SURVEY OF A
1.002 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 LAND SURVEYOR

Surveyed on the ground
October 3, 2024

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5842
FAX: 806 / 763-3891

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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. 2
Abbreviated Property Description: A 1.002-acre parcel located in Section 23, Block AK, Lubbock County, Texas, being a portion of that 120.00-acre tract described in County Clerk File Number (CCFN) 2015005928, 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 **IN TOUCH REAL ESTATE, LLC, A TEXAS LIMITED LIABILITY COMPANY**, herein called "GRANTOR," for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to **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 28th day of September, 2026.

GRANTOR: IN TOUCH REAL ESTATE, A TEXAS LIMITED LIABILITY COMPANY

MICHAEL POSTAR, MANAGER

ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF Lubbock

This instrument was acknowledged before me on the 28th day of Sept. 2026 by **MICHAEL POSTAR, MANAGER OF IN TOUCH REAL ESTATE, LLC, A TEXAS LIMITED LIABILITY COMPANY**. The acknowledging person personally appeared by:

☒ physically appearing before me.

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

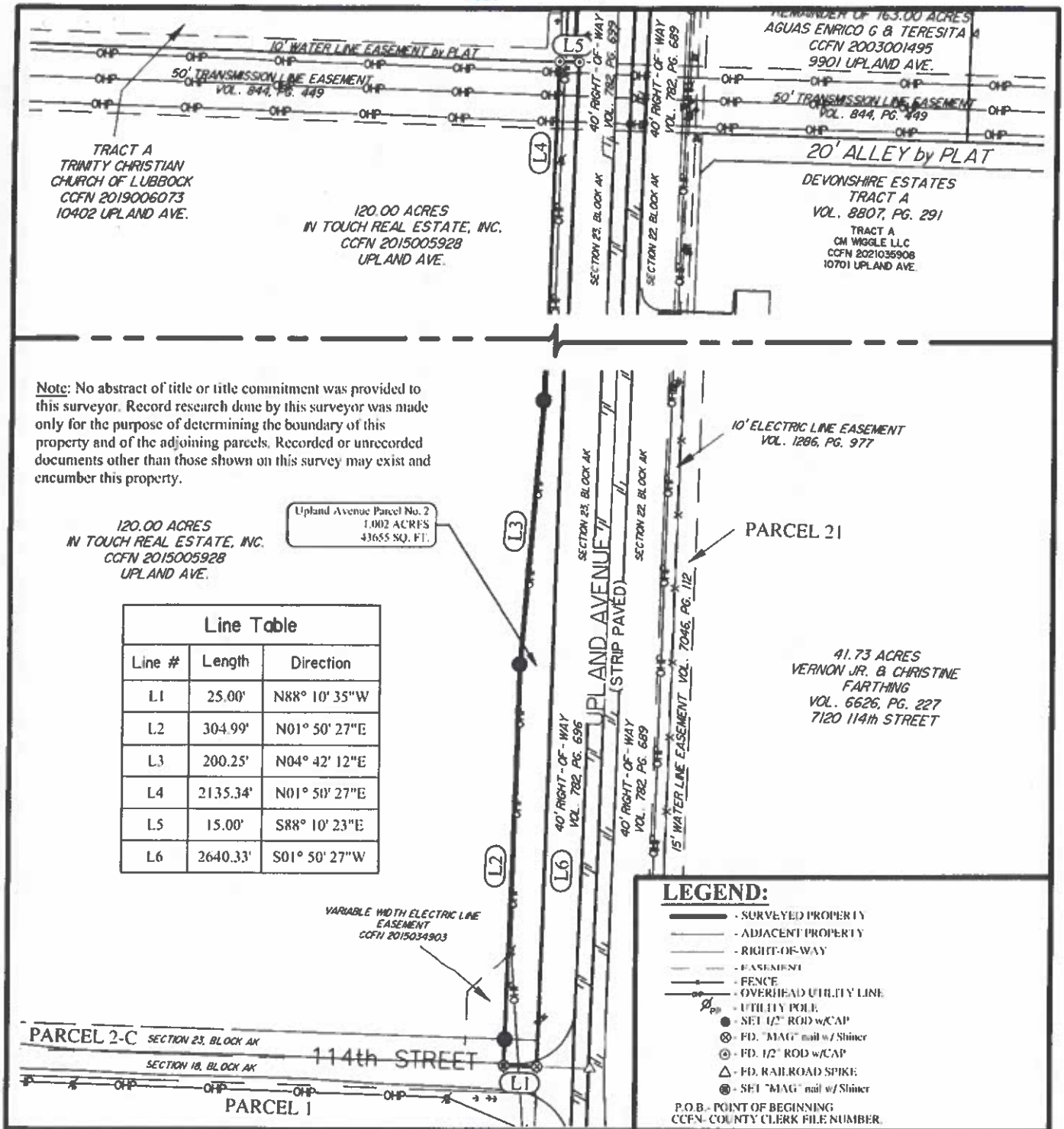
SARAH LYNNE SHIDELER
Notary Public, State of Texas
Comm. Expires 04-03-2028
Notary ID 124456659

NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 04.03.2028

SARAH LYNNE SHIDELER
Notary Public, State of Texas
Comm. Expires 04-03-2028
Notary ID 124456659

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

EXHIBIT A



Line Table		
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P.O.B.- POINT OF BEGINNING
CCFN- COUNTY CLERK FILE NUMBER

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

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STATE OF TEXAS REGISTERED ROBERT A. CHRISTOPHER 5167 PROFESSIONAL LAND SURVEYOR

Surveyed on the ground.
October 3, 2024

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-780
1601 AVENUE N
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PHONE: 806 / 763-5642
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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

Surveyed on the ground.
October 3, 2024

HUGO REED AND ASSOCIATES, INC.
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Proposed Street, Public Use, and Right of Way Deed
Parcel 2 of Upland Avenue (98th to 114th) Project
Located in Section 23, Block AK



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

City of Lubbock TEXAS

Digital Orthophotography - April 2025

City of Lubbock
Capital Project
Project Cost Detail
October 27, 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 4 - Land Acquisition	21,953
Parcel 7 - Land Acquisition	33,621
Parcel 20-20A - Land Acquisition	94,412
Parcel 22 - Land Acquisition	64,358
Parcel 23 - Land Acquisition	44,159
Parcel 25 - Land Acquisition	24,042
Parcel 26 - Land Acquisition	36,726
Parcel 32 - Land Acquisition	13,090
Parcel 34 - Land Acquisition	7,868
Agenda Item October 27, 2026	
Parcel 2 - Land Acquisition	360,154
Parcel 2C - Land Acquisition	200,879
Encumbered/Expended To Date	1,942,940
Estimated Cost for Remaining Appropriation	
Upland Avenue: 98th St to 114th St - 24B Construction	57,060
Remaining Appropriation	-
Total Appropriation	$ 2,000,000



CIP 92899 Upland Avenue: 98th Street to 114th Street - 24B

Bond Election Project – 2024

Project Manager: Kerry Koehler - Engineering

Project Scope

This roadway is designated in the 2018 Master Thoroughfare Plan to become a (5-lane) modified principal arterial. With the development and growth in this area, the roadway is exceeding the capacity of the current 2-lane pavement section.

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
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 Commencement: 08/2018
Design Completion: 06/2026
Bid for Construction: 01/2027
Award Construction: 03/2027
Construction Commencement: 04/2027
Construction Completion: 10/2028

Project Location

Upland Ave, 98th St to 114th St

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	$0	$13,600,000	$0	$0	$0	$0
Design	$1,050,000	$0	$0	$0	$0	$0	$0
TOTAL	**$2,000,000**	**$0**	**$13,600,000**	**$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	$0	$13,600,000	$0	$0	$0	$0
TOTAL	**$2,000,000**	**$0**	**$13,600,000**	**$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
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

AI# 14672
Regular City Council Meeting **5. 9.**
11/03/2026:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement, with Mazen Batrice, for the purchase of a 1.028-acre tract and a 0.1780-acre tract of land located in Section 21, Block E-2, Lubbock County, Texas (Parcels 17 and 18), at the southwest corner of 114th Street and University Avenue, and east of Akron Avenue, to be utilized for the 2022 Street Bond Project.

Item Summary

Mazen Batrice is dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the 114th Street: Indiana Avenue to University Avenue Capital Improvements Bond Project located at the southwest corner of 114th Street and University Avenue, east of Akron Avenue.

The proponents will dedicate two parcels, a 44,762 square-foot of land at the southwest corner of 114th Street and University Avenue and a 7,755 square-foot of land off 114th Street, west of the University Avenue intersection, at a cost of $377,698.99 and $62,040.00, respectively. The 44,762 square-foot of land is being acquired at a cost of $11.50 per square foot for the 32,723 square-feet that is unencumbered and an approximate cost of $0.115 per square foot for the 12,039 square feet that is encumbered. The 7,755 square-foot tract of land is entirely unencumbered and is being acquired at a cost of $8.00 per square foot. The total cost is $439,738.99 plus closing costs with no cost of repair items required for roadway improvements. All is subject to final approval by the City Council and approval of title.

Fiscal Impact

The total cost of land acquisition is $439,738.99 plus closing costs. This acquisition is funded in Capital Improvements Project 92822, 114th Street: Indiana Avenue to University Avenue – 22B.

Staff/Board Recommending

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

Attachments

Resolution - Parcel 17-18
MOA - Parcel 17&18, Mazen Batrice

Parcel 17-18 - Dedication Deed
Parcel 17-18 - GIS Maps
CIP 92822 Project Detail
CIP Spreadsheet - 92822 - 10.27.2026

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 with Mazen Batrice, for the purchase of a 0.1780-acre tract of land located in Section 21, Block E-2, Lubbock County, Texas, situated in a tret described as "TRACT ONE" and "TRACT TWO" in Volume 9612, Page 241, Official Public Records of Lubbock County, Texas, and more particularly described in Exhibit "A" attached hereto. Said Agreement is attached hereto as Exhibit "B" 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:

_____
David Rice, Assistant City Attorney

ccdocs II/RES.Memo of Agrmt – Parcel 17-18
October 8, 2026

EXHIBIT A

DESCRIPTION FOR PARCEL

METES AND BOUNDS DESCRIPTION of a nominal 35-foot wide right-of-way parcel situated in a tract described as "TRACT TWO" in Volume 9612, Page 241, Official Public Records of Lubbock County, Texas, located in Section 21, Block E-2, Lubbock County, Texas, with the herein described parcel being described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with cap stamped "HUGO REED & ASSOC." (at coordinates N=7,241,781.24', E=940,495.21' of the Texas Plane Coordinate System of 83, zone 4202, Texas North Central) set in the South right-of-way line of 114th Street as granted by petition for a public road on February 6, 1926, same being in the Eastern boundary of that tract described as "TRACT TWO" in Volume 9612, Page 241, Official Public Records of Lubbock County, Texas, which bears North 88°11'46" West a distance of 689.30 feet and South 01°46'11" West a distance of 20.00 feet from the Northeast corner of Section 21, Block E-2, Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE South 01°46'11" West, with the Eastern boundary of said "TRACT TWO", a distance of **35.30 feet** to a 1/2" iron rod with cap stamped "HUGO REED & ASSOC." set for the Southeast corner of this parcel;

THENCE North 88°10'14" West, across said "TRACT TWO", a distance of **220.01 feet** to a 1/2" iron rod with cap stamped "HUGO REED & ASSOC." set in the Western boundary of said "TRACT TWO" for the Southwest corner of this parcel;

THENCE North 01°46'11" East, with the Western boundary of said "TRACT TWO", a distance of **35.20 feet** to a 1/2" iron rod with cap stamped "HUGO REED & ASSOC." set in the South right-of-way line of 114th Street as granted by said petition for a public road for the Northwest corner of this parcel;

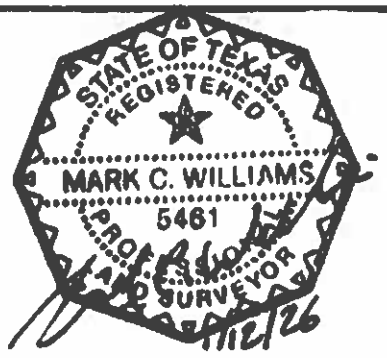
THENCE South 88°11'46" East, across said "TRACT TWO" with the South right-of-way line of 114th Street as granted by said petition for public road, a distance of **220.01 feet** to the **POINT OF BEGINNING** and having an area of 0.1780 acres (7,755 square feet), more or less.

DESIGN
WO# 20250506
CLIENT: KIMLEY-HORN

114th STREET RIGHT-OF-WAY
FROM INDIANA AVENUE TO
UNIVERSITY AVENUE

Parcel 18
PERIMETER SURVEY OF A
0.1780 ACRE PARCEL LOCATED IN
SECTION 21, BLOCK E-2
LUBBOCK COUNTY, TEXAS

Mark C. Williams, Registered Professional Land Surveyor No. 5461 State of Texas



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).
Distances are surface, U.S. Survey feet.
Grid to Ground Scale Factor: 1.00025

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EXHIBIT B

MEMORANDUM OF AGREEMENT

Mazen Batrice
2711/ 2801 114th Street
Lubbock, TX 79423

Project ID: N/A
County: Lubbock
Project: 114th Street – Indiana to University
Parcel: 17 and 18

Mazen Batrice, 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 a 1.028-acre tract and a 0.1780-acre tract both located in Section 21, Block E-2, Lubbock County, Texas, situated in a tract described as "TRACT ONE" and "TRACT TWO" in Volume 9612, Page 241, Official Public Records of Lubbock County, Texas (OPRLCT).

IT IS AGREED that the total consideration for the execution of a Right of Way Deed (the "Conveyance Instrument") is **Four Hundred Thirty-Nine Thousand, Seven-Hundred Thirty-Eight DOLLARS and 99/100 ($439,738.99)** (the "Just Compensation"); **provided, however, that the Grantor acknowledges and understands that the Just Compensation is subject to final approval by Lubbock's City Council (such approval to be made in the City's Council's sole discretion) and further subject to approval of title**.

IT IS FURTHER AGREED, and Grantor further acknowledges and understands that the Just Compensation includes LAND COMPENSATION – Four Hundred Thirty-Nine Thousand, Seven-Hundred Thirty-Eight DOLLARS and 99/100 ($439,738.99) for the land and damages, if any (the "Land Compensation"), and further includes IMPROVEMENTS COMPENSATION – ZERO AND 00/100 DOLLARS (0.00) for the improvements (the "Improvements Compensation"), to equal a total of Four Hundred Thirty-Nine Thousand, Seven-Hundred Thirty-Eight DOLLARS and 99/100 ($439,738.99). 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:

N/A

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

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

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

1. N/A

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

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

The Just Compensation referenced above, the terms of this Memorandum of Agreement and the Conveyance Instrument constitute the only agreements between the parties and no other promises, considerations, covenants or conditions have been stated or implied. Grantor agrees to work with City of Lubbock 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. Survey Plat and Legal Description of Parcel No. 17/18.

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 J. KOEHLER, ASSISTANT CITY ENGINEER

APPROVED AS TO FORM:

_____

DAVID RICE, ASSISTANT CITY ATTORNEY

GRANTOR(S):

By: Mazen Batrice

Printed Name: MAZEN BATRICE

Title: OWNER

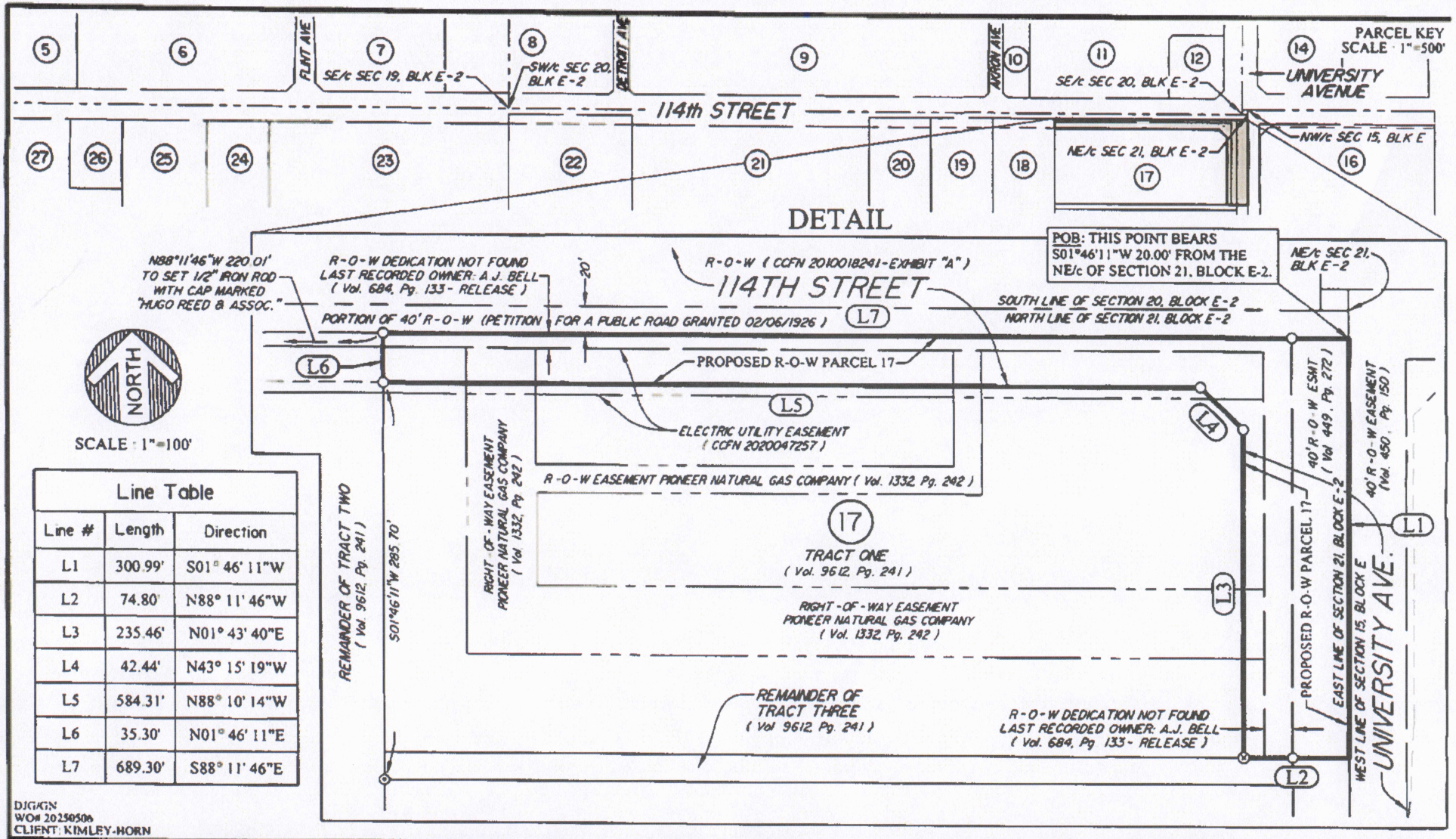
Date: 09-30-2026

By: _____

Printed Name: _____

Title: _____

Date: _____



Line Table		
Line #	Length	Direction
L1	300.99'	S01° 46' 11"W
L2	74.80'	N88° 11' 46"W
L3	235.46'	N01° 43' 40"E
L4	42.44'	N43° 15' 19"W
L5	584.31'	N88° 10' 14"W
L6	35.30'	N01° 46' 11"E
L7	689.30'	S88° 11' 46"E

DJG/GN
WO# 20250506
CLIENT: KIMLEY-HORN

114th STREET RIGHT-OF-WAY FROM INDIANA AVENUE TO UNIVERSITY AVENUE

Parcel 17
PERIMETER SURVEY OF A
1.028 ACRE PARCEL LOCATED IN
SECTION 21, BLOCK E-2
LUBBOCK COUNTY, TEXAS

Mark C. Williams, Registered Professional Land Surveyor No. 5461 State of Texas

REV. 1

STATE OF TEXAS REGISTERED MARK C. WILLIAMS 5461 PROFESSIONAL LAND SURVEYOR

4/6/26

Survey Complete 1/12/2026

HUGO REED AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760

1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011).
Distances are surface, U.S. Survey feet.
Grid to Ground Scale Factor: 1.00025

Copyright 2025, Hugo Reed and Associates, Inc.

LEGEND:

- PROPOSED ROW
- EXISTING ROW
- FUTURE ROW
- ADJACENT PROPERTY
- SECTION LINE
- EASEMENT
- ○ - SET 1/2" IRON ROD WITH CAP STAMPED "HUGO REED & ASSOC."
- ⊗ - SET "X" CUT IN CONCRETE
- ⊙ - FOUND 1/2" IRON PIPE
- (#) - PARCEL NUMBER

POB - POINT OF BEGINNING
R-O-W - RIGHT-OF-WAY
ESMT - EASEMENT
CCFN- COUNTY CLERK FILE NUMBER, LUBBOCK COUNTY, TEXAS

DESCRIPTION FOR PARCEL

METES AND BOUNDS DESCRIPTION of a right-of-way parcel located in Section 21, Block E-2, Lubbock County, Texas, situated in a tract described as "TRACT ONE" in Volume 9612, Page 241, Official Public Records of Lubbock County, Texas, together with all of that land lying between said "TRACT ONE" and the South right-of-way line of 114th Street as granted by petition for a public road on February 6, 1926, and also together with all of that land lying between said "TRACT ONE" and the East line of said Section 21, with the herein described parcel being described by metes and bounds as follows:

BEGINNING at a point (coordinates N=7,241,759.55', E=941,184.00', of the Texas Plane Coordinate System of 83, zone 4202, Texas North Central) at the intersection of the South line of that 40 foot wide 114th Street right-of-way as granted by petition for a public road on February 6, 1926, and the East line of Section 21, Block E, Lubbock County, Texas, which bears South 01°46'11" West a distance of 20.00 feet from the Northeast corner of Section 21, Block E-2, Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE South 01°46'11" West, with the East line of said Section 21, a distance of **300.99 feet** to a point at the intersection of the Eastward projection of the Southern boundary line of that tract described as "TRACT ONE" in Volume 9612, Page 241, Official Public Records of Lubbock County, Texas, and the East line of said Section 21, for the Southeast corner of this parcel;

THENCE North 88°11'46" West, with the Eastward projection of the Southern boundary of said "TRACT ONE", at 40.00 feet pass a 1/2" iron rod with cap stamped "HUGO REED & ASSOC." set in the West right-of-way line of University Avenue, as described in Volume 449, Page 272, Deed Records of Lubbock County, Texas, continuing with the Eastward projection of the Southern boundary of said "TRACT ONE", at 60.00 feet pass a point at the Southeast corner of said "TRACT ONE", continuing with the Southern boundary of said "TRACT ONE" for a total distance of **74.80 feet** to an "X" cut in concrete set for the Southernmost Southwest corner of this parcel;

THENCE North 01°43'40" East, a distance of **235.46 feet** to a 1/2" iron rod with cap stamped "HUGO REED & ASSOC." set for an interior corner of this parcel;

THENCE North 43°15'19" West, a distance of **42.44 feet** to a 1/2" iron rod with cap stamped "HUGO REED & ASSOC." set for an interior corner of this parcel;

THENCE North 88°10'14" West, across said "TRACT ONE", a distance of **584.31 feet** to a 1/2" iron rod with cap stamped "HUGO REED & ASSOC." set in the Western boundary of said "TRACT ONE" for the Westernmost Southwest corner of this parcel;

THENCE North 01°46'11" East, with the Western boundary of said "TRACT ONE", at 25.29 feet pass a point at the Northwest corner of said "TRACT ONE", continuing with the Northward projection of the Western boundary of said "TRACT ONE" for a total distance of **35.30 feet** to a 1/2" iron rod with cap stamped "HUGO REED & ASSOC." set in the South right-of-way line of said 114th Street for the Northwest corner of this parcel;

THENCE South 88°11'46" East, with the South right-of-way line of said 114th Street, at 649.30 feet pass a 1/2" iron rod with cap stamped "HUGO REED & ASSOC." set for the intersection of the South right-of-way line of said 114th Street and the West right-of-way line of University Avenue as described in Volume 449, Page 272, Deed Records of Lubbock County, Texas, continuing for a total distance of **689.30 feet** to the **POINT OF BEGINNING** and having an area of 1.028acres (44,762 square feet), more or less.

DKK/GN
WO# 20250506
CLIENT: KIMLEY-HORN

114th STREET RIGHT-OF-WAY
FROM INDIANA AVENUE TO
UNIVERSITY AVENUE

Parcel 17
PERIMETER SURVEY OF A
1.028 ACRE PARCEL LOCATED IN
SECTION 21, BLOCK E-2
LUBBOCK COUNTY, TEXAS

Mark C. Williams, Registered Professional Land Surveyor No. 5461 State of Texas

REV. 1

STATE OF TEXAS
REGISTERED
MARK C. WILLIAMS
5461
PROFESSIONAL
LAND SURVEYOR

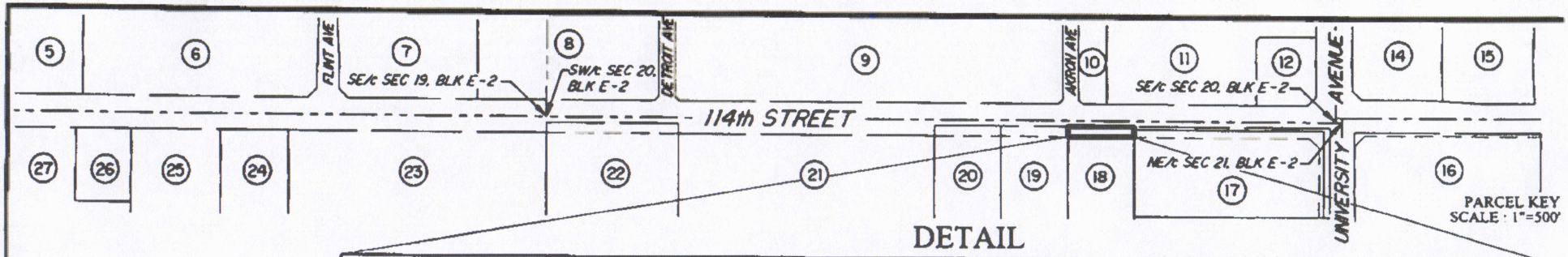
1/6/26

Survey Complete 1/12/2026

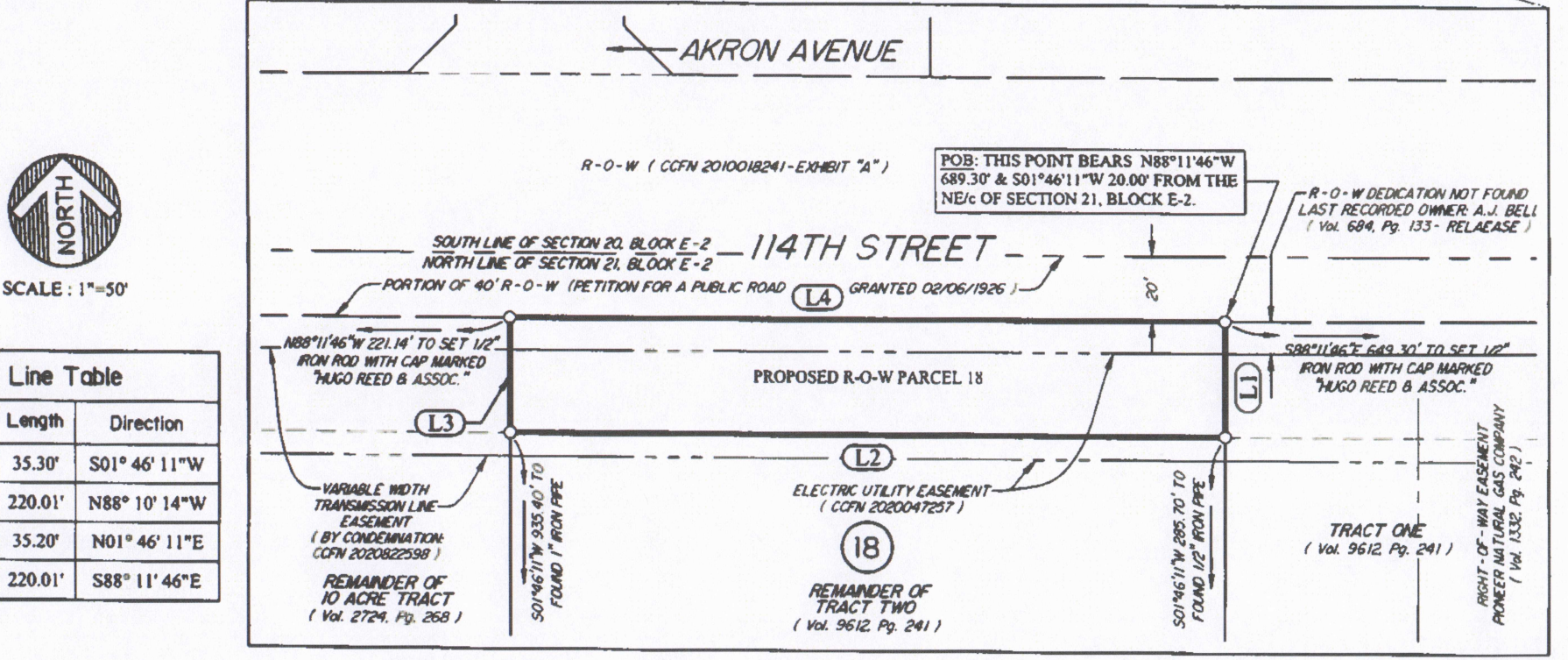
HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011).
Distances are surface, U.S. Survey feet.
Grid to Ground Scale Factor: 1.00025

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DETAIL



SCALE : 1"=50'

Line Table		
Line #	Length	Direction
L1	35.30'	S01° 46' 11"W
L2	220.01'	N88° 10' 14"W
L3	35.20'	N01° 46' 11"E
L4	220.01'	S88° 11' 46"E

DJG/GN
WO# 20250506
CLIENT: KIMLEY-HORN

114th STREET RIGHT-OF-WAY
FROM INDIANA AVENUE TO
UNIVERSITY AVENUE

Parcel 18
PERIMETER SURVEY OF A
0.1780 ACRE PARCEL LOCATED IN
SECTION 21, BLOCK E-2
LUBBOCK COUNTY, TEXAS

Mark C. Williams, Registered Professional
Land Surveyor No. 5461 State of Texas



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
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Copyright 2025, Hugo Reed and Associates, Inc.

LEGEND:

- PROPOSED ROW
- EXISTING ROW
- FUTURE ROW
- ADJACENT PROPERTY
- SECTION LINE
- EASEMENT
- ○ - SET 1/2" IRON ROD WITH CAP STAMPED "HUGO REED & ASSOC."
- (#) - PARCEL NUMBER

POB - POINT OF BEGINNING
R-O-W - RIGHT-OF-WAY
CCFN- COUNTY CLERK FILE NUMBER, LUBBOCK COUNTY, TEXAS

DESCRIPTION FOR PARCEL

METES AND BOUNDS DESCRIPTION of a nominal 35-foot wide right-of-way parcel situated in a tract described as "TRACT TWO" in Volume 9612, Page 241, Official Public Records of Lubbock County, Texas, located in Section 21, Block E-2, Lubbock County, Texas, with the herein described parcel being described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with cap stamped "HUGO REED & ASSOC." (at coordinates N=7,241,781.24', E=940,495.21' of the Texas Plane Coordinate System of 83, zone 4202, Texas North Central) set in the South right-of-way line of 114th Street as granted by petition for a public road on February 6, 1926, same being in the Eastern boundary of that tract described as "TRACT TWO" in Volume 9612, Page 241, Official Public Records of Lubbock County, Texas, which bears North 88°11'46" West a distance of 689.30 feet and South 01°46'11" West a distance of 20.00 feet from the Northeast corner of Section 21, Block E-2, Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE South 01°46'11" West, with the Eastern boundary of said "TRACT TWO", a distance of **35.30 feet** to a 1/2" iron rod with cap stamped "HUGO REED & ASSOC." set for the Southeast corner of this parcel;

THENCE North 88°10'14" West, across said "TRACT TWO", a distance of **220.01 feet** to a 1/2" iron rod with cap stamped "HUGO REED & ASSOC." set in the Western boundary of said "TRACT TWO" for the Southwest corner of this parcel;

THENCE North 01°46'11" East, with the Western boundary of said "TRACT TWO", a distance of **35.20 feet** to a 1/2" iron rod with cap stamped "HUGO REED & ASSOC." set in the South right-of-way line of 114th Street as granted by said petition for a public road for the Northwest corner of this parcel;

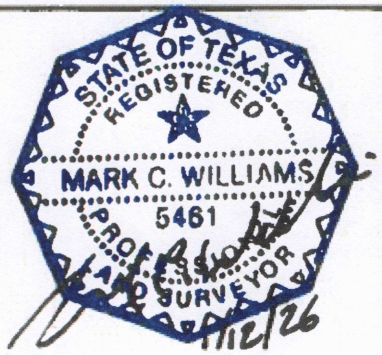
THENCE South 88°11'46" East, across said "TRACT TWO" with the South right-of-way line of 114th Street as granted by said petition for public road, a distance of **220.01 feet** to the **POINT OF BEGINNING** and having an area of 0.1780 acres (7,755 square feet), more or less.

DIG/GN
WO# 20250506
CLIENT: KIMLEY-HORN

114th STREET RIGHT-OF-WAY
FROM INDIANA AVENUE TO
UNIVERSITY AVENUE

Parcel 18
PERIMETER SURVEY OF A
0.1780 ACRE PARCEL LOCATED IN
SECTION 21, BLOCK E-2
LUBBOCK COUNTY, TEXAS

Mark C. Williams, Registered Professional Land Surveyor No. 5461 State of Texas



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
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Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011).
Distances are surface, U.S. Survey feet.
Grid to Ground Scale Factor: 1.00025

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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.

Project: 114th Street – Indiana to University
Parcel No. 17/18
2701 114th Street Lubbock, Texas, 79423 and 11410 University Avenue Lubbock, Texas, 79423
A 1.028-acre tract located in Section 21, Block E-2, Lubbock County, Texas, situated in a tract described as "TRACT ONE" in Volume 9612, Page 241, Official Public Records of Lubbock County, Texas (OPRLCT) and the South right-of-way line of 114th Street as granted by petition for a public road on February 6, 1926 and a 0.1780-acre parcel located in Section 21, Block E-2, Lubbock County, Texas, situated in a tract described as "TRACT TWO" in Volume 9612, Page 241, Official Public 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 **Mazen Batrice, a married man**, herein called "GRANTOR", for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to **him/her** in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, Grantor does hereby grant, sell, and convey to Grantee for public use forever and for street right-of-way and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A".

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this _____ day of _____, 2026

GRANTOR:
Mazen Batrice

Mazen Batrice

ACKNOWLEDGEMENT

STATE OF Texas

COUNTY OF Lubbock

This instrument was acknowledged before me on the 30 day of September, 2026 by Mazen Batrice. The acknowledging person personally appeared by:

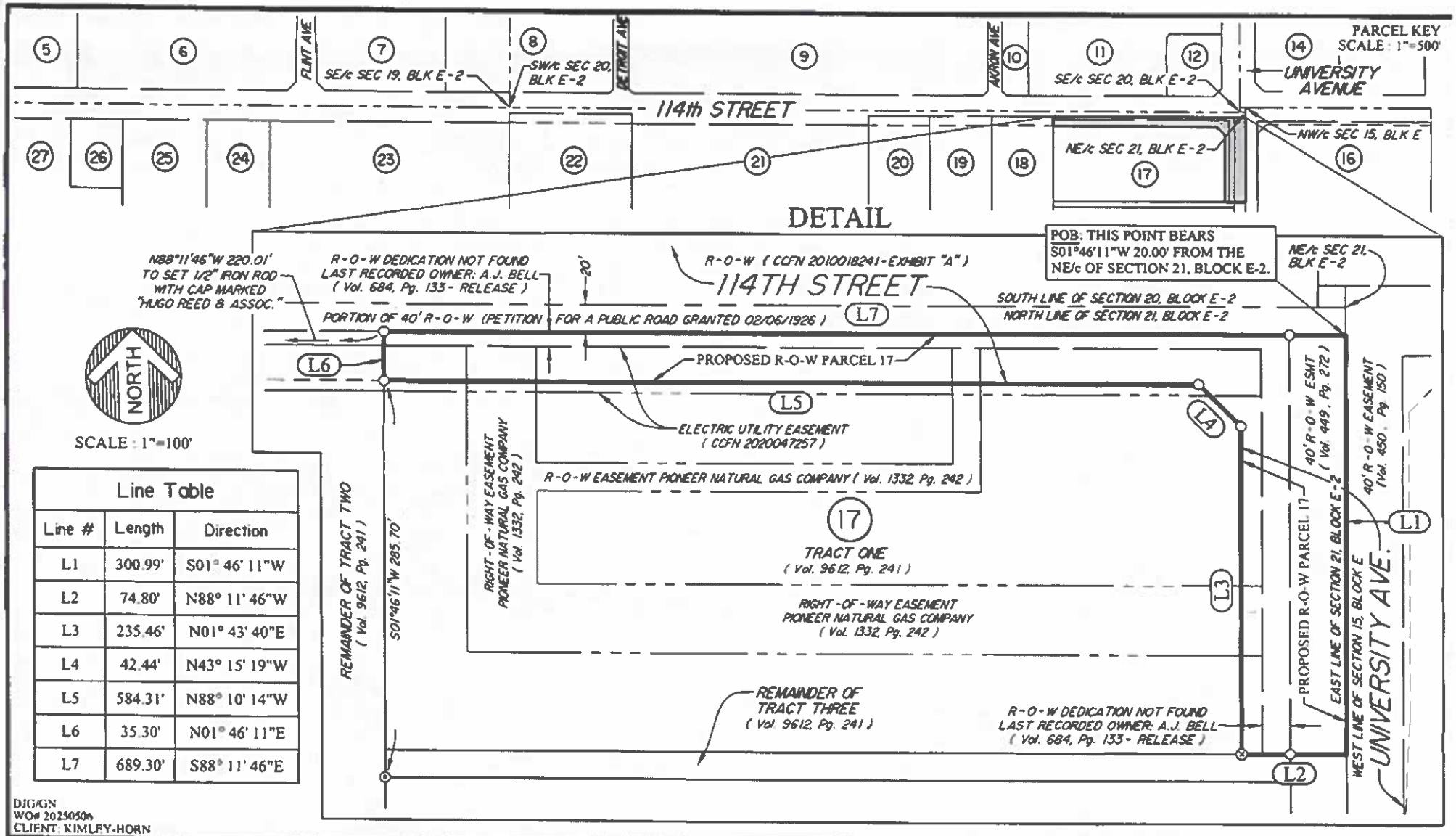
☒ physically appearing before me.

☐ 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.

MICHAEL ONEIL
Notary Public, State of Texas
Comm. Expires 08-15-2027
Notary ID 134509138

NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 8/15/27

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



Line Table		
Line #	Length	Direction
L1	300.99'	S01° 46' 11"W
L2	74.80'	N88° 11' 46"W
L3	235.46'	N01° 43' 40"E
L4	42.44'	N43° 15' 19"W
L5	584.31'	N88° 10' 14"W
L6	35.30'	N01° 46' 11"E
L7	689.30'	S88° 11' 46"E

DJG/GN
WO# 20250506
CLIENT: KIMLEY-HORN

114th STREET RIGHT-OF-WAY FROM INDIANA AVENUE TO UNIVERSITY AVENUE

Parcel 17
PERIMETER SURVEY OF A 1.028 ACRE PARCEL LOCATED IN
SECTION 21, BLOCK E-2
LUBBOCK COUNTY, TEXAS

Mark C. Williams, Registered Professional Land Surveyor No. 5461 State of Texas

REV. 1

STATE OF TEXAS REGISTERED MARK C. WILLIAMS 5461 PROFESSIONAL LAND SURVEYOR

1/16/26

Survey Complete 1/12/2026

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011).
Distances are surface, U.S. Survey feet.
Grid to Ground Scale Factor: 1.00025

Copyright 2025, Hugo Reed and Associates, Inc.

LEGEND:

- PROPOSED ROW
- EXISTING ROW
- FUTURE ROW
- ADJACENT PROPERTY
- SECTION LINE
- EASEMENT
- ○ - SET 1/2" IRON ROD WITH CAP STAMPED "HUGO REED & ASSOC."
- ⊗ - SET "X" CUT IN CONCRETE
- ⊙ - FOUND 1/2" IRON PIPE
- (#) - PARCEL NUMBER

POB - POINT OF BEGINNING
R-O-W - RIGHT-OF-WAY
ESMT - EASEMENT
CCFN- COUNTY CLERK FILE NUMBER, LUBBOCK COUNTY, TEXAS

DESCRIPTION FOR PARCEL

METES AND BOUNDS DESCRIPTION of a right-of-way parcel located in Section 21, Block E-2, Lubbock County, Texas, situated in a tract described as "TRACT ONE" in Volume 9612, Page 241, Official Public Records of Lubbock County, Texas, together with all of that land lying between said "TRACT ONE" and the South right-of-way line of 114th Street as granted by petition for a public road on February 6, 1926, and also together with all of that land lying between said "TRACT ONE" and the East line of said Section 21, with the herein described parcel being described by metes and bounds as follows:

BEGINNING at a point (coordinates N=7,241,759.55', E=941,184.00', of the Texas Plane Coordinate System of 83, zone 4202, Texas North Central) at the intersection of the South line of that 40 foot wide 114th Street right-of-way as granted by petition for a public road on February 6, 1926, and the East line of Section 21, Block E, Lubbock County, Texas, which bears South 01°46'11" West a distance of 20.00 feet from the Northeast corner of Section 21, Block E-2, Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE South 01°46'11" West, with the East line of said Section 21, a distance of **300.99 feet** to a point at the intersection of the Eastward projection of the Southern boundary line of that tract described as "TRACT ONE" in Volume 9612, Page 241, Official Public Records of Lubbock County, Texas, and the East line of said Section 21, for the Southeast corner of this parcel;

THENCE North 88°11'46" West, with the Eastward projection of the Southern boundary of said "TRACT ONE", at 40.00 feet pass a 1/2" iron rod with cap stamped "HUGO REED & ASSOC." set in the West right-of-way line of University Avenue, as described in Volume 449, Page 272, Deed Records of Lubbock County, Texas, continuing with the Eastward projection of the Southern boundary of said "TRACT ONE", at 60.00 feet pass a point at the Southeast corner of said "TRACT ONE", continuing with the Southern boundary of said "TRACT ONE" for a total distance of **74.80 feet** to an "X" cut in concrete set for the Southernmost Southwest corner of this parcel;

THENCE North 01°43'40" East, a distance of **235.46 feet** to a 1/2" iron rod with cap stamped "HUGO REED & ASSOC." set for an interior corner of this parcel;

THENCE North 43°15'19" West, a distance of **42.44 feet** to a 1/2" iron rod with cap stamped "HUGO REED & ASSOC." set for an interior corner of this parcel;

THENCE North 88°10'14" West, across said "TRACT ONE", a distance of **584.31 feet** to a 1/2" iron rod with cap stamped "HUGO REED & ASSOC." set in the Western boundary of said "TRACT ONE" for the Westernmost Southwest corner of this parcel;

THENCE North 01°46'11" East, with the Western boundary of said "TRACT ONE", at 25.29 feet pass a point at the Northwest corner of said "TRACT ONE", continuing with the Northward projection of the Western boundary of said "TRACT ONE" for a total distance of **35.30 feet** to a 1/2" iron rod with cap stamped "HUGO REED & ASSOC." set in the South right-of-way line of said 114th Street for the Northwest corner of this parcel;

THENCE South 88°11'46" East, with the South right-of-way line of said 114th Street, at 649.30 feet pass a 1/2" iron rod with cap stamped "HUGO REED & ASSOC." set for the intersection of the South right-of-way line of said 114th Street and the West right-of-way line of University Avenue as described in Volume 449, Page 272, Deed Records of Lubbock County, Texas, continuing for a total distance of **689.30 feet** to the **POINT OF BEGINNING** and having an area of 1.028acres (44,762 square feet), more or less.

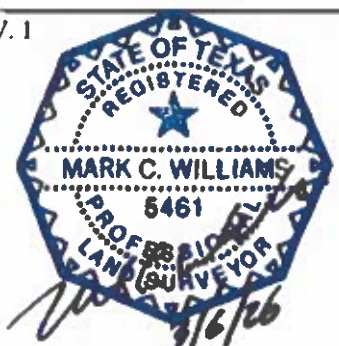
DKK/JN
WO# 20250506
CLIENT: KIMLEY-HORN

114th STREET RIGHT-OF-WAY
FROM INDIANA AVENUE TO
UNIVERSITY AVENUE

Parcel 17
PERIMETER SURVEY OF A
1.028 ACRE PARCEL LOCATED IN
SECTION 21, BLOCK E-2
LUBBOCK COUNTY, TEXAS

Mark C. Williams, Registered Professional Land Surveyor No. 5461 State of Texas

REV. 1

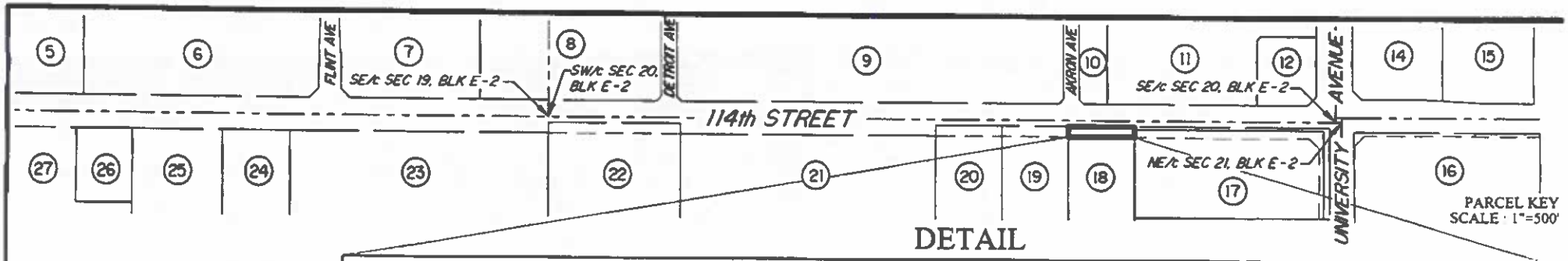


Survey Complete 1/12/2026

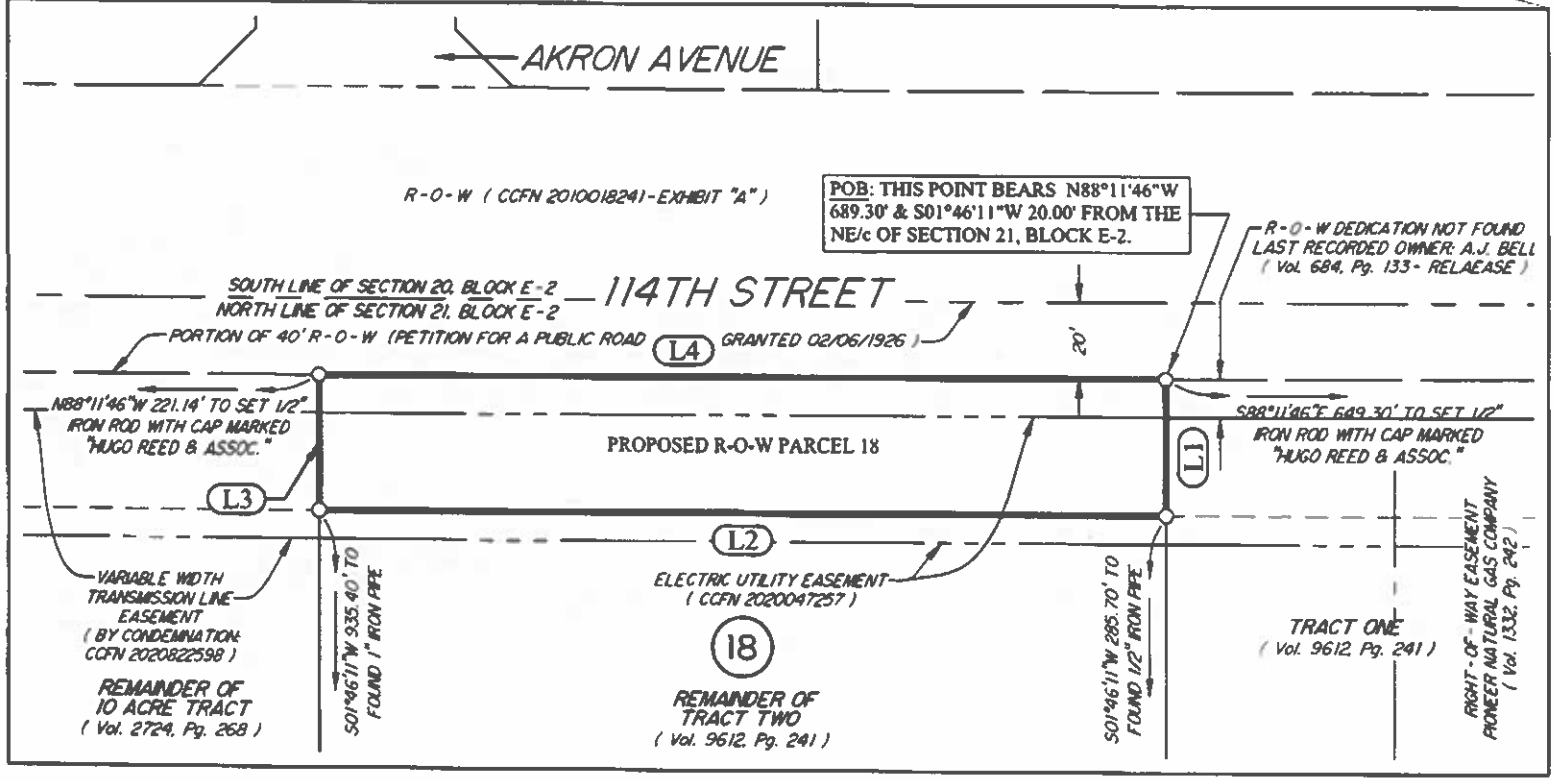
HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
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1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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Distances are surface, U.S. Survey feet.
Grid to Ground Scale Factor: 1.00025

Copyright 2025, Hugo Reed and Associates, Inc.



DETAIL





SCALE : 1"=50'

Line Table		
Line #	Length	Direction
L1	35.30'	S01° 46' 11"W
L2	220.01'	N88° 10' 14"W
L3	35.20'	N01° 46' 11"E
L4	220.01'	S88° 11' 46"E

DJG/GN
WO# 20250506
CLIENT: KIMLEY-HORN

114th STREET RIGHT-OF-WAY
FROM INDIANA AVENUE TO
UNIVERSITY AVENUE

Parcel 18
PERIMETER SURVEY OF A
0.1780 ACRE PARCEL LOCATED IN
SECTION 21, BLOCK E-2
LUBBOCK COUNTY, TEXAS

Mark C. Williams, Registered Professional
Land Surveyor No. 5461 State of Texas



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
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LEGEND:

- PROPOSED ROW
- EXISTING ROW
- FUTURE ROW
- ADJACENT PROPERTY
- SECTION LINE
- EASEMENT
- ○ - SET 1/2" IRON ROD WITH CAP STAMPED "HUGO REED & ASSOC."
- (#) - PARCEL NUMBER

POB - POINT OF BEGINNING
R-O-W - RIGHT-OF-WAY
CCFN- COUNTY CLERK FILE NUMBER, LUBBOCK COUNTY, TEXAS

DESCRIPTION FOR PARCEL

METES AND BOUNDS DESCRIPTION of a nominal 35-foot wide right-of-way parcel situated in a tract described as "TRACT TWO" in Volume 9612, Page 241, Official Public Records of Lubbock County, Texas, located in Section 21, Block E-2, Lubbock County, Texas, with the herein described parcel being described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with cap stamped "HUGO REED & ASSOC." (at coordinates N=7,241,781.24', E=940,495.21' of the Texas Plane Coordinate System of 83, zone 4202, Texas North Central) set in the South right-of-way line of 114th Street as granted by petition for a public road on February 6, 1926, same being in the Eastern boundary of that tract described as "TRACT TWO" in Volume 9612, Page 241, Official Public Records of Lubbock County, Texas, which bears North 88°11'46" West a distance of 689.30 feet and South 01°46'11" West a distance of 20.00 feet from the Northeast corner of Section 21, Block E-2, Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE South 01°46'11" West, with the Eastern boundary of said "TRACT TWO", a distance of **35.30 feet** to a 1/2" iron rod with cap stamped "HUGO REED & ASSOC." set for the Southeast corner of this parcel;

THENCE North 88°10'14" West, across said "TRACT TWO", a distance of **220.01 feet** to a 1/2" iron rod with cap stamped "HUGO REED & ASSOC." set in the Western boundary of said "TRACT TWO" for the Southwest corner of this parcel;

THENCE North 01°46'11" East, with the Western boundary of said "TRACT TWO", a distance of **35.20 feet** to a 1/2" iron rod with cap stamped "HUGO REED & ASSOC." set in the South right-of-way line of 114th Street as granted by said petition for a public road for the Northwest corner of this parcel;

THENCE South 88°11'46" East, across said "TRACT TWO" with the South right-of-way line of 114th Street as granted by said petition for public road, a distance of **220.01 feet** to the **POINT OF BEGINNING** and having an area of 0.1780 acres (7,755 square feet), more or less.

DJG/GN
WO# 20250506
CLIENT: KIMLEY-HORN

114th STREET RIGHT-OF-WAY
FROM INDIANA AVENUE TO
UNIVERSITY AVENUE

Parcel 18
PERIMETER SURVEY OF A
0.1780 ACRE PARCEL LOCATED IN
SECTION 21, BLOCK E-2
LUBBOCK COUNTY, TEXAS

Mark C. Williams, Registered Professional Land Surveyor No. 5461 State of Texas

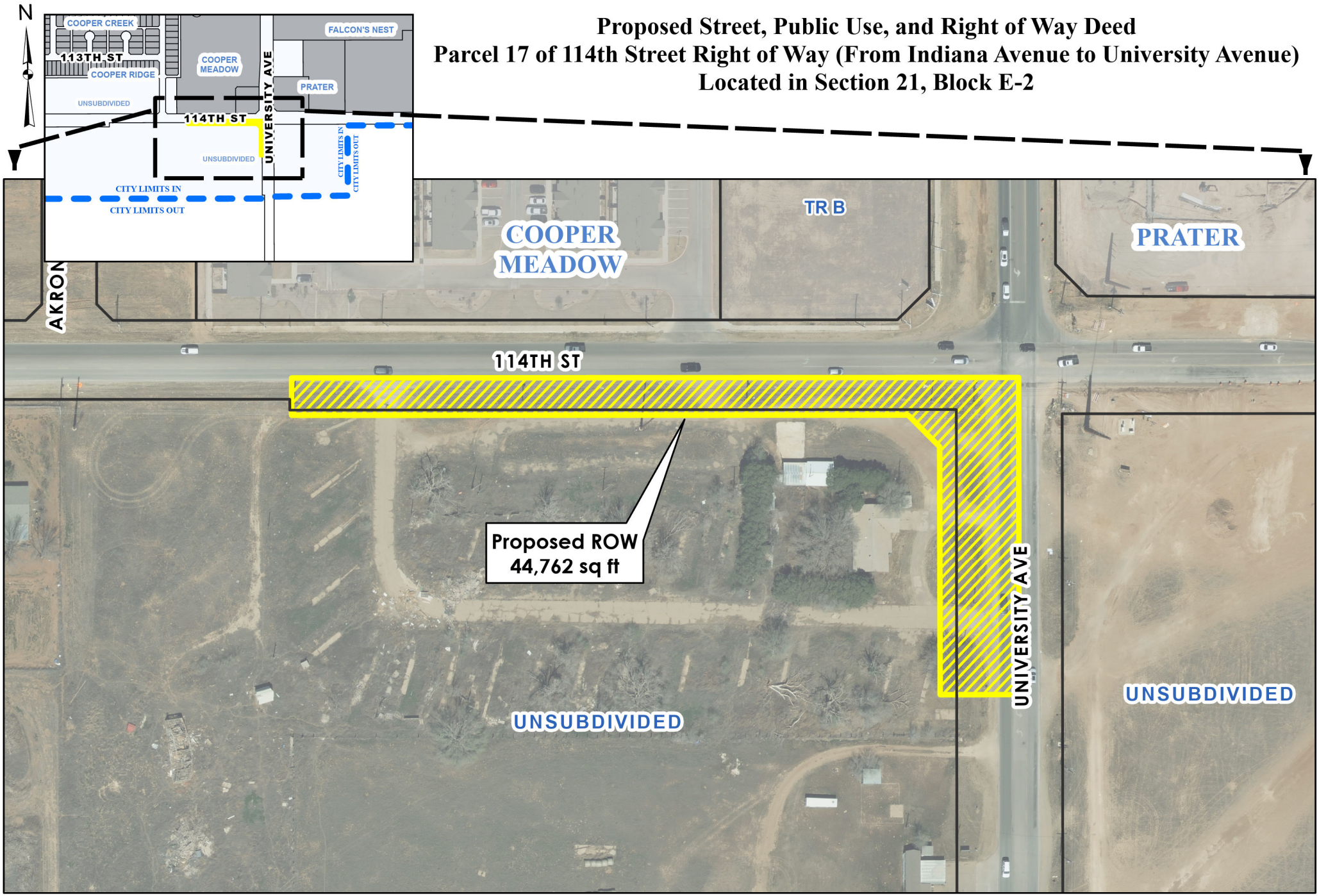


HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
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Grid to Ground Scale Factor: 1.00025

Copyright 2025, Hugo Reed and Associates, Inc.

Proposed Street, Public Use, and Right of Way Deed
Parcel 17 of 114th Street Right of Way (From Indiana Avenue to University Avenue)
Located in Section 21, Block E-2



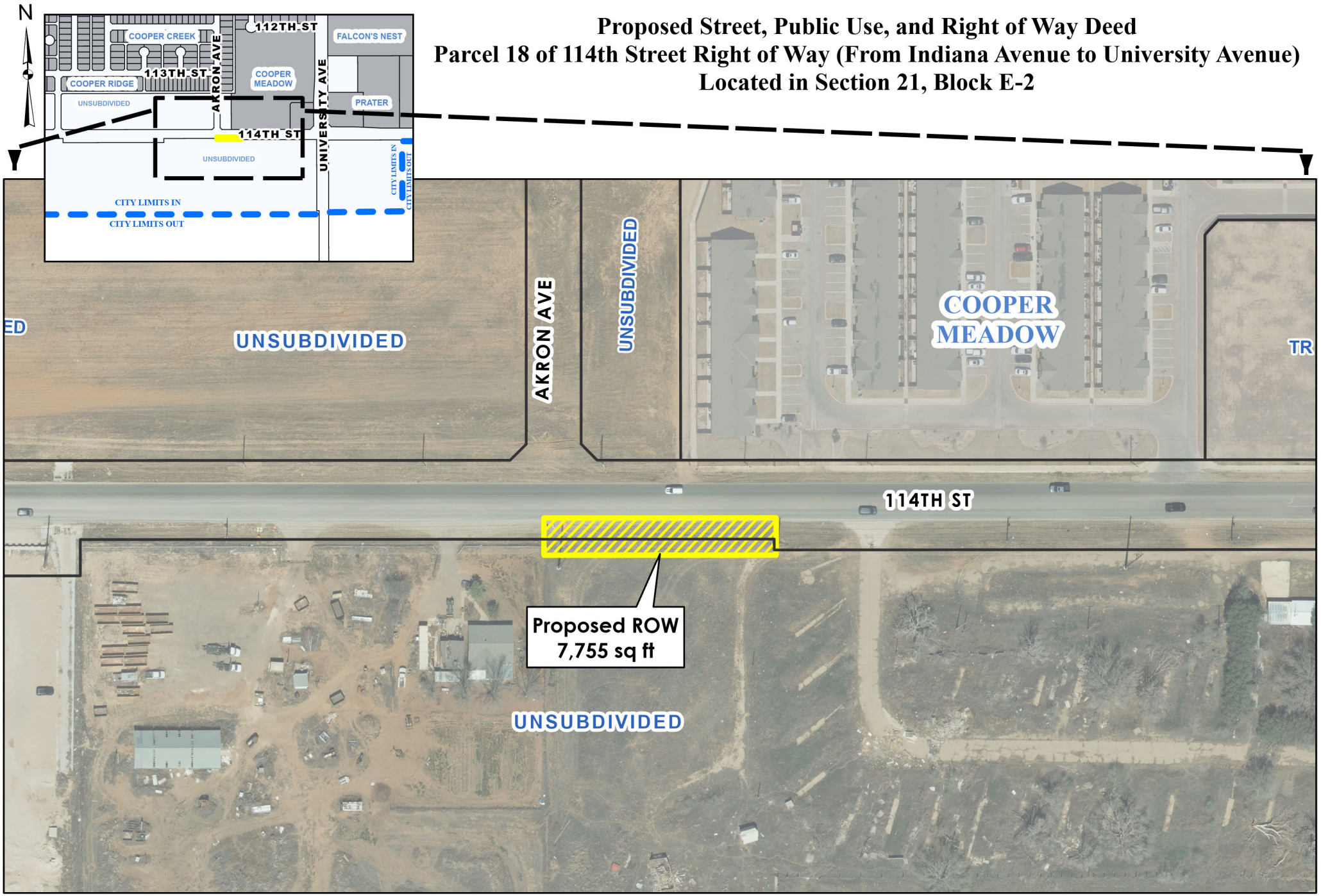
0 100 200 300 400 Feet

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

Proposed Street, Public Use, and Right of Way Deed
Parcel 18 of 114th Street Right of Way (From Indiana Avenue to University Avenue)
Located in Section 21, Block E-2

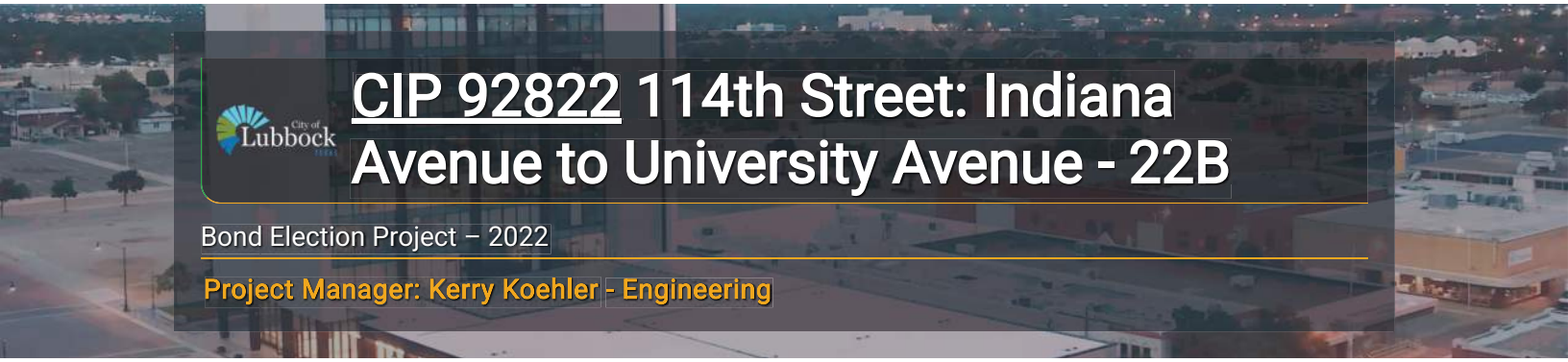


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City of Lubbock TEXAS

Digital Orthophotography - April 2025



CIP 92822 114th Street: Indiana Avenue to University Avenue - 22B

Bond Election Project – 2022

Project Manager: Kerry Koehler - Engineering

Project Scope

114th Street from Indiana Avenue to University Avenue is designated on the 2018 Master Thoroughfare Plan to become a (5-lane) minor arterial. Continued growth in south Lubbock has increased traffic demands along the West 114th Street corridor from Indiana Avenue to University Ave. This thoroughfare will include the ultimate design of a five-lane undivided thoroughfare with curb and gutter, drainage, streetlights, sidewalk improvements, utility adjustment and right-of-way acquisition services.

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project History

- FY 2024-25 $2,500,000 appr. by Ord. 2024-O0128

Project Dates

Design Commencement: 02/2025
Design Completion: 08/2026
Bid for Construction: 08/2027
Award Construction: 10/2027
Construction Commencement: 11/2027
Construction Completion: 05/2029

Project Location

114th Street, Indiana Ave to University Ave

Project Appropriations

	Appropriation to Date	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget	2031 - 32 Budget
Construction	$0	$0	$13,500,000	$0	$0	$0	$0
Design	$2,500,000	$0	$0	$0	$0	$0	$0
TOTAL	**$2,500,000**	**$0**	**$13,500,000**	**$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	$2,500,000	$0	$13,500,000	$0	$0	$0	$0
TOTAL	**$2,500,000**	**$0**	**$13,500,000**	**$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
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Powered by OpenGov

City of Lubbock
Capital Project
Project Cost Detail
October 27, 2026

Capital Project Number:	92822
Capital Project Name:	114th Street from Indiana Avenue to University Avenue - 22B

Encumbered/Expended	**Budget**
Design Contract No. 18600	$ 1,305,234
Staff Time	35,245
Water System Improvements	15,398
Parcel 19 & 20	95,535
Agenda Item October 27, 2026	
Parcel 17 & 18	439,739
Encumbered/Expended To Date	1,891,151
Estimated Cost for Remaining Appropriation	
114th Indiana Avenue to University Avenue - 22B Construction	608,849
Remaining Appropriation	-
Total Appropriation	$ 2,500,000

AI# 14691
Regular City Council Meeting **5. 10.**
11/03/2026:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement, Contract 18843, and related documents, by and between the City of Lubbock and Hugo Reed and Associates, Inc., for the reconstruction of Avenue P from 130th Street to 146th Street, to be utilized for the 2022 Street Bond Project.

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 will acquire, construct, and reconstruct street improvements, including but not limited to sidewalks, and utility line re-locations, necessary and related storm drainage facilities, and the acquisition of land and right-of-way for the full-width dedication.

Avenue P from 130th Street to 146th Street is currently a 2-lane paved road and is designated in the 2018 Thoroughfare Master Plan to become a 5-lane modified principal arterial roadway. Continued growth in south Lubbock has increased traffic demand along Avenue P from 130th Street to 146th Street.

On May 13, 2025, City Council approved Professional Services Agreement 18843, to provide full design of a 3-lane all-weather roadway, with consideration of an ultimate build-out of 5 lanes.

Amendment No. 1 will amend the scope of work to include additional time for final design and utility coordination for the Avenue P Street Bond Road Project.

Staff recommends awarding Amendment No. 1 with Hugo Reed and Associates, Inc., with a 12-month extension to the contract to complete the design and utility coordination along Avenue P.

Fiscal Impact

Amendment No. 1 to Contract 18843, with Hugo Reed and Associates, Inc., is for time only. Contract 18843 is funded in Capital Improvement Project 92898, Avenue P from 130th Street to 146th Street.

Staff/Board Recommending

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

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Attachments

Resolution
Amendment #1 Contract 18843
Contract 18843
Map
CIP 92898-Budget Detail
CIP 92898-Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the professional services agreement Contract No. 18843 for the reconstruction of Avenue P from 130th Street to 146th Street, by and between the City of Lubbock and Hugo Reed and Associates, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
David Rice, Assistant City Attorney

Amendment 1 to the Agreement Between The City of Lubbock, TX and Hugo Reed and Associates, Inc.

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT dated and entered into on the 13th day of May 2025, Contract No. 18843, by and between the City of Lubbock ("City") and Hugo Reed and Associates ("Engineer"), a Texas professional corporation.

Engineer is providing professional services for the reconstruction of Avenue P from 130th Street to 146th Street project ("Activities").

The City and Engineer entered into a one-time six (6) month extension for time only on April 23rd, 2026 in order to extend the term of the Agreement.

The Activities require a 12-month time only extension to provide utility coordination and bid services to accommodate the City's Activities. Due to this, there is a need to extend the term of this Agreement in order for the Engineer to complete the Activities herein.

NOW, THEREFORE, the City and Engineer agree to the terms of this FIRST AMENDMENT:

The City and Engineer agree to extend the term of the Agreement for one (I) additional year.

IN WITNESS HEREOF, the parties have executed this Agreement as of this _____ day of _____ 2026.

CITY OF LUBBOCK

_____

Mark W. McBrayer, Mayor

HUGO REED AND ASSOCIATES, INC.

_____

Jason L. Swafford, President

[~~Print Name~~ and Title]

Approved as to content:

_____

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

Approved as to form:

_____

David Rice, Assistant City Attorney

Resolution No. 2025-R0216
Item No. 6.14
May 13, 2025

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement Contract No. 18843 for the reconstruction of Avenue P from 130th Street to 146th Street, by and between the City of Lubbock and Hugo Reed and Associates, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on May 13, 2025.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.PSA-No. 18843 Ave P HR
4.25.25

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. ____18843____is entered into this 13th day of _____May_____, 2025, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Hugo Reed and Associates, Inc., (the" Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for Avenue P Reconstruction from 130th Street to 146th Street, (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of ___12__ months. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

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

ARTICLE III. TERMINATION

A. General. The City may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to the Engineer. In the event this Agreement is so terminated, the City shall only pay the Engineer for services actually performed by the Engineer up to the date the Engineer is deemed to have received notice of termination, as provided herein.

B. Termination and Remedies. In the event the Engineer breaches any term and/or provision of this Agreement, the City shall be entitled to exercise any right or remedy available to it by this Agreement, at law, equity, or otherwise, including without limitation, termination of this Agreement and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and remedies shall be cumulative.

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. The Engineer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Corporate Power. The Engineer has the corporate power to enter into and perform this Agreement and all other activities contemplated hereby.

C. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part of the Engineer. This Agreement constitutes legal, valid, and binding obligations of the Engineer and is enforceable in accordance with the terms thereof.

D. Engineer. The Engineer maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and is familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the Activities contemplated hereby.

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

Combined Single Limit: $2,000,000

Automobile Liability:

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

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

Worker's Compensation

Per Occurrence Single Limit: $500,000

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

The Certificate shall provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

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

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

Joe Schaunaman
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806-775-2173

Email: jschaunaman@mylubbock.us

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

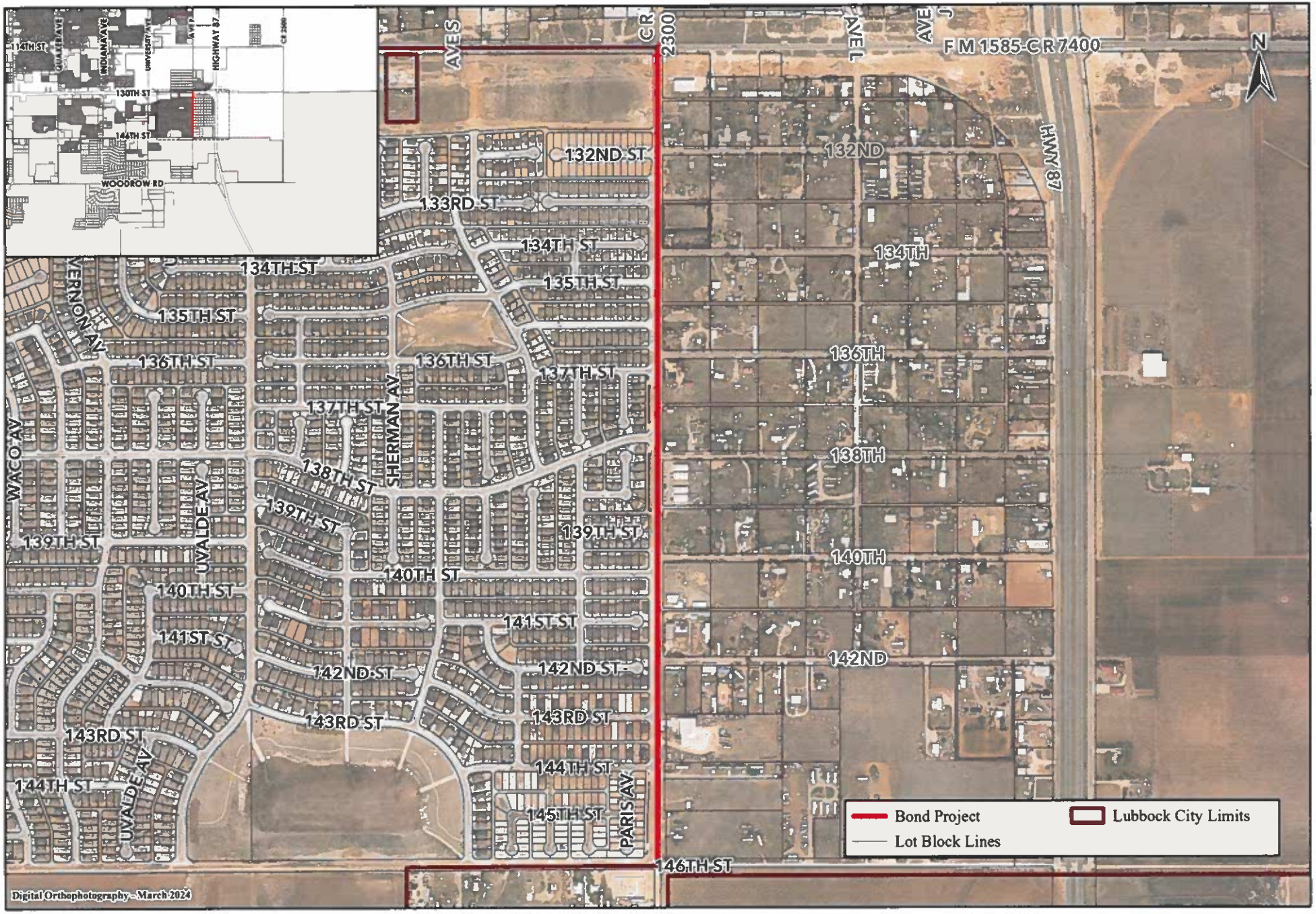
Kelli Leisure, Senior Assistant City Attorney

Firm

Hugo Reed and Associates, Inc.

By: _____
Jason L. Swofford, P.E., President

Email: jswofford@hugoreed.com



0 250 500 750 1,000 US Feet

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

Bond Project
Avenue P from 130th Street to 146th Street
Contract 18843

City of Lubbock TEXAS

City of Lubbock
Capital Project
Project Cost Detail
November 3, 2026

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

Encumbered/Expended		**Budget**
PSA Contract No. 18843 with Hugo Reed and Associates, Inc.	$	953,125
PSA Contract No. 18934 with Pinnacle Management Group, Inc.		77,380
ROW Dedication, Parcel 43		32,589
Staff Time		34,137
ROW Dedication, Parcel 40		35,000
ROW Dedication Parcel 36		89,850
Agenda Item November 3, 2026		
Contract #18843 Amendment #1		-
Encumbered/Expended To Date		1,222,081
Estimated Cost for Remaining Appropriation		
Avenue P from 130th to 146th - 24B ROW Acquisition and Construction		9,777,919
Remaining Appropriation		0
Total Appropriation	$	11,000,000

CIP 92898 Avenue P: 130th Street to 146th Street - 24B

Bond Election Project – 2024

Project Manager: Kerry Koehler - Engineering

Project Scope

Avenue P from 130th Street to 146th Street is currently a 2-lane asphalt paved road to 146th Street with the 146th Street intersection being unpaved. This project will provide full design of a 3-lane paved road, 1-lane in each direction with a center turn lane, for Avenue P, from 130th Street to 146th Street and the 146th Street intersection.

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
Growth and Development

Project History

- FY 2024-25 $2,400,000 appr. by Ord. 2024-00152
- FY 2025-26 $8,800,000 appr. by Ord. 2025-00112
- FY 2025-26 $200,000 reduced by BCR 2026-21

Project Dates

Design Commencement: 05/2025
Design Completion: 08/2026
Bid for Construction: 11/2026
Award Construction: 12/2026
Construction Commencement: 01/2027
Construction Completion: 07/2028

Project Location

Avenue P, 130th St to 146th St

Project Appropriations

	Appropriation to Date	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget	2031 - 32 Budget
Construction	$8,600,000	$0	$0	$0	$0	$0	$0
Design	$2,400,000	$0	$0	$0	$0	$0	$0
TOTAL	**$11,000,000**	**$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
General Obligation Bonds	$11,000,000	$0	$0	$0	$0	$0	$0
TOTAL	**$11,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

AI# 14690
Regular City Council Meeting 5. 11.
11/03/2026:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 3 to Professional Services Agreement, Contract No. 17265, and related documents, with Alan Plummer Associates, Inc., for an extension of time to complete its work on the Reese Waterline Project.

Item Summary

The City of Lubbock and the U.S. Air Force are partnering to provide safe drinking water to citizens whose private wells have been contaminated by operations at the former Reese Air Force Base. Through testing on 500 private wells around the air force base site, it has been determined that approximately 1/2 of the wells have contaminant levels above the allowable concentrations set by the Texas Commission on Environmental Quality (TCEQ). This project will design and construct new potable water lines that will provide service to affected citizens who choose to acquire municipal service.

On September 8, 2021, the City Council awarded Contract 15838 to Plummer Associates, Inc., for conducting design phase services, environmental phase services, water system modeling, surveying services, geotechnical investigation services, and bid phase services. The term of this contract was 300 consecutive days.

On May 9, 2023, the City Council awarded Contract 17265 to Plummer Associates, Inc., for an additional 6-month period. This new contract replaced Contract 15838, which expired on January 2, 2023, and, this new contract allows Plummer Associates, Inc. to complete their work.

On September 26, 2023, the City Council awarded Amendment No. 1 to Contract 17265 with Plummer Associates, Inc., for a time-only 1-year extension that allowed Plummer to complete their work, with no fiscal impact.

On April 22, 2025, the City Council awarded Amendment No. 2 to Contract 17265 with Plummer Associates, Inc., for a time-only 1-year extension to allow Plummer to complete their work with no fiscal impact.

Amendment No. 3 to Professional Services Agreement, Contract 17265, is a 6-month time-only extension to be awarded after both Amendment 1 and Amendment 2, extended the contract for a total of one year.

Under Amendment No. 3 to Professional Services Contract 17265, Plummer Associates, Inc.,

will be given an additional year to see the contract to the construction phase.

Fiscal Impact

Amendment No. 3 to Contract 17265 with Plummer Associates, Inc., is for a time extension only, and has no fiscal impact.

Staff/Board Recommending

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

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Attachments

Resolution
Amendment 3
Amendment 2
Amendment 1
Original Contract 17265
Location Map
CIP 92709 Budget Detail
CIP 92709 Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 3 to the professional services agreement Contract No. 17265 for the Reese waterline project by and between the City of Lubbock and Alan Plummer Associates, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs/RES.Amend #3 17265 Alan Plummer Reese waterline
10.13.25

Amendment 3
To Agreement Between
The City of Lubbock, TX
and
Alan Plummer Associates, Inc.

THIS IS THE THIRD AMENDMENT TO THE AGREEMENT dated and entered into on the 9th day of May 2023, Contract No. 17265, by and between the City of Lubbock ("City") and Alan Plummer Associates, Inc. ("Engineer"), a Texas professional corporation.

Engineer is providing professional services for the Reese waterline project ("Activities").

The City and Engineer entered into Amendment 1 on September 26, 2023 to extend the term of the Agreement. On November 5, 2024 the Parties entered a six (6) month extension for time only.

The City and Engineer entered into Amendment 2 on April 22, 2025 to extend the term of the Agreement. On April 10, 2026 the Parties entered a six (6) month extension for time only.

The Activities require coordination with other parties not a part of this agreement. Due to the progression of the overall project and the necessary coordination, there is a need to extend the term of this Agreement in order for the Engineer to complete the Activities herein.

NOW, THEREFORE, the City and Engineer agree to the terms of this THIRD AMENDMENT:

The City and Engineer agree to extend the term of the Agreement for one (1) additional year.

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____ day of _____2026.

CITY OF LUBBOCK

_____
MARK W. MCBRAYER, Mayor

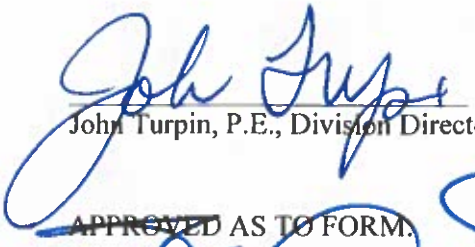
Alan Plummer Associates, Inc.

_____
Brian Beach, Construction Management Practice Leader

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

Resolution No. 2025-R0185
Item No. 6.15
April 22, 2025

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 2 to the professional services agreement Contract No. 17265 for the Reese waterline project by and between the City of Lubbock and Alan Plummer Associates, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on April 22, 2025.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Amend #2 17265 Alan Plummer Reese waterline
3.18.25

Resolution No. 2025-R0185

Amendment 2
To Agreement Between
The City of Lubbock, TX
and
Alan Plummer Associates, Inc.

THIS IS THE SECOND AMENDMENT TO THE AGREEMENT dated and entered into on the 9th day of May 2023, Contract No. 17265, by and between the City of Lubbock ("City") and Alan Plummer Associates, Inc. ("Engineer"), a Texas professional corporation.

Engineer is providing professional services for the Reese waterline project ("Activities").

The City and Engineer entered into Amendment 1 on September 26, 2023 in order to extend the term of the Agreement. On November 5, 2024 the Parties entered a six (6) month extension for time only.

The Activities require coordination with other parties not a part of this agreement. Due to the progression of the overall project and the necessary coordination, there is a need to extend the term of this Agreement in order for the Engineer to complete the Activities herein.

NOW, THEREFORE, the City and Engineer agree to the terms of this SECOND AMENDMENT:

The City and Engineer agree to extend the term of the Agreement for one (1) additional year.

IN WITNESS HEREOF, the parties have executed this Agreement as of this 22nd day of April 2025.

CITY OF LUBBOCK

MARK W. MCBRAYER, Mayor

Alan Plummer Associates, Inc.

Brian Beach, PE CCM

Digitally signed by Brian Beach, PE CCM
DN: C=US, E=bbeach@plummer.com, O="Plummer Associates, Inc.", OU=Construction Manager, CN="Brian Beach, PE CCM"
Date: 2025.03.15 09:19:45-05'00'

Brian Beach, Construction Management Practice Leader

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Resolution No. 2023-R0464
Item No. 5.13
September 26, 2023

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the Professional Services Agreement Contract No. 17265 for engineering services for the Reese waterline project, by and between the City of Lubbock and Alan Plummer Associates, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on September 26, 2023.

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Amend #1 to PSA 17265 Plummer Reese waterline
9.8.23

Amendment 1
To Agreement Between
The City of Lubbock, TX
and
Alan Plummer Associates, Inc.

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT dated and entered into on the 9th day of May 2023, Contract No. 17265, by and between the City of Lubbock ("City") and Alan Plummer Associates, Inc. ("Engineer"), a Texas professional corporation.

Engineer is providing professional services for the Reese waterline project ("Activities").

WITNESSETH:

WHEREAS, the Activities require coordination with other parties not a part of this agreement. Due to the progression of the overall project and the necessary coordination, there is a need to extend the term of this Agreement in order for the Engineer to complete the Activities herein.

NOW, THEREFORE, the City and Engineer agree to the terms of this FIRST AMENDMENT:

The City and Engineer agree to extend the term of the Agreement for one (1) additional year.

IN WITNESS HEREOF, the parties have executed this Agreement as of this 26th day of September 2023.

CITY OF LUBBOCK

TRAY PAYNE, Mayor

ATTEST:

Courtney Paz, City Secretary

Alan Plummer Associates, Inc.

Clete Martin, P.E.

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Resolution No. 2023-R0228
Item No. 6.8
May 9, 2023

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement Contract No. 17265 for the Reese waterline project, by and between the City of Lubbock and Plummer Associates, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on May 9, 2023.

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

for
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.PSA-No. 17265 Reese waterline
4-24-23

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 17265 is entered into this 9th day of May, 2023, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Plummer Associates, Inc., (the" Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for the Reese Waterline project, (the "Activities"); and

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

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

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

ARTICLE I. TERM

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

ARTICLE II. SERVICES AND COMPENSATION

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

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed $285,075, as set forth in Exhibit "B".

ARTICLE III. TERMINATION

A. General. The City may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to the Engineer. In the event this Agreement is so terminated, the City shall only pay the Engineer for services actually performed by the Engineer up to the date the Engineer is deemed to have received notice of termination, as provided herein.

B. Termination and Remedies. In the event the Engineer breaches any term and/or provision of this Agreement, the City shall be entitled to exercise any right or remedy available to it by this Agreement, at law, equity, or otherwise, including without limitation, termination of this Agreement and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and remedies shall be cumulative.

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. The Engineer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Corporate Power. The Engineer has the corporate power to enter into and perform this Agreement and all other activities contemplated hereby.

C. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part

of the Engineer. This Agreement constitutes legal, valid, and binding obligations of the Engineer and is enforceable in accordance with the terms thereof.

D. Engineer. The Engineer maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and is familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the Activities contemplated hereby.

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

Combined Single Limit: $2,000,000

Automobile Liability:

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

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

Worker's Compensation

Per Occurrence Single Limit: $500,000

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

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

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING,

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

Plummer Associates, Inc..
Brian Beach, P.E.
1001 Main Street, Suite 808
Lubbock, TX, 79401
Telephone: 806.853.6379
Email: bbeach@plummer.com

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

Josh Kristinek, P.E.
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806.775.3397
Email:jkristinek@mylubbock.us

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Firm

Plummer Associates, Inc.

By: _____
Clete Martin, P.E.

PLUMMER ASSOCIATES, INC.

EXHIBIT A

Scope for Engineering Design Related Services for Water line Extension

This Exhibit A is part of the Agreement between Plummer Associates, Inc. (Plummer) (the "ENGINEER") and the City of Lubbock (the "CITY") for a project generally described as

THE REESE WATER LINE EXTENSION PROJECT

The purpose of this Agreement is to furnish Engineering Services set forth herein defines the work to be performed by the ENGINEER in completing the project. Both the CITY and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project.

The project generally described is "Reese Water Line Extension" will include the following task items:

Task 1: General Services

Task 2: Easement and Platting Survey Services

Task 3: Final Design Phase Services (90% & Final Design)

Task 4: Bid Phase Services

1.0 General Services

1.1 Engineer shall assist CITY in securing bids and preparing formal contract documents for the Project as detailed in a later section.

1.2 Facilities and systems to be designed will generally consist of the following:

1.2.1 Potable Water Distribution pipelines including fire hydrants, valves, and connections to existing system.

1.2.2 Replacement of concrete, asphalt or gravel paved roads required after pipe installation.

1.3 Engineer shall perform general administrative services on the Project including liaison with the CITY, preparation of invoices and documentation of expenses, and other tasks required for effective and efficient Project administration. Invoices and documentation will be shared with the Air Force.

1.4 Engineer shall furnish such information necessary to utility companies whose facilities may be affected, or services may be required for the Project.

1.5 Engineer shall furnish such information necessary to one railroad company and TxDOT which will be crossed in this project.

2.0 Right of Way, Easement, and Platting Survey Services

2.1 Prepare existing Right-of-Way (ROW) base map for Sections B beside airpark and Section E. The base map shall include parcels and easements with current recording information; current property owner; existing platted easements and easements

available in the public record including easements provided by utility owners; 2-dimensional drawing in digital format showing the above ground utilities located in the field as well as right- of-way strip map information, a 2-dimensional ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

2.2 Prepare subdivision plats for each separately owned parcel in Sections B beside Airpark and Section E. Subdivision plats and dedication documents will be provided to the CITY for execution and final documents will be provided for the Air Force. This scope item does not include obtaining landowner and/or lienholder signatures for dedication.

2.3 Prepare easement and/or ROW dedication documents as required in Sections B and E.

2.4 Establish on the ground staking of the location of the edge of new temporary construction easements, new permanent easements, and centerline of pipeline for assistance in land acquisition, if required.

2.5 Ground staking will include a stake lath and flagging at each point of intersection and approximately every three hundred (300) feet along straight runs.

2.6 The legal descriptions and plats shall be prepared in accordance with CITY's standards or requirements and meet the needs for easement acquisition.

2.7 Participate in up to five (5) coordination meetings with CITY, private property owner, TXDOT, Railroad, or agency as directed by CITY during the entire land acquisition process for this Project.

3.0 Final Design Phase Services (100% & Final Design)

3.1 Upon acceptance of the Detailed Design Phase documents, revised Opinion of Probable Construction Cost as determined in the Detailed Design Phase and any other deliverables subject to any CITY directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from CITY, Engineer shall:

3.2 Prepare 100% and final, detailed, engineered sealed Drawings and Specifications indicating the scope, extent, and character of the work as generally described in this scope of services to be performed and furnished to the CITY for the purpose of providing the documents for Construction.

3.3 Provide technical criteria, written descriptions, and design data for CITY's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist CITY in consultations with such authorities; and revise the Drawings and Specifications in response to directives and comments from such authorities. Permits are expected for crossing Railroad and TxDOT.

3.4 Advise CITY of any adjustments to the Opinion of Probable Construction Cost known to Engineer.

3.5 Furnish three (3) half-size copies of the plans and three (3) copies of the specifications for the 100% Design Phase and any other deliverables to CITY at the 90% Completion Milestone.

3.6 Schedule, prepare for and conduct one (1) Quality Control (QC) meeting to review the

100% Design Phase documents with CITY's staff after the submittal of the 90% Complete Final Design Phase documents.

3.7 Prepare and furnish complete engineered sealed final design documents and bidding documents for review by CITY, its legal counsel, and other advisors, and assist CITY in the preparation of any other related bid documents.

3.8 Furnish three (3) half-size and one (1) full size copy of the plans and four (4) copies of the specifications for the sealed final design and bidding documents.

3.9 Provide a copy of bid issue plans, bid documents, and bid specifications in electronic portable document file format (PDF). Other electronic file formats may be provided upon written request to the Engineer.

3.10 Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph 7.9 have been delivered to City.

4.0 Bid Phase Services

4.1 Upon acceptance by CITY of the final design and bid documents and the most recent Opinion of Probable Construction Cost as determined in the Final Design Phase, and upon written authorization by CITY to proceed, Engineer shall:

4.2 Assist CITY in advertising and notifying construction news publications for and securing bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, schedule and conduct one (1) pre-bid conference. The cost for notice publications shall be paid by the CITY.

4.3 Distribute bid documents, plans and specifications for the Project to prospective bidders as required. The non-refundable deposit received from prospective bidders for receipt of plans, specifications, and bid documents will be retained by Engineer to offset the Engineer's cost of printing, distributing and handling said documents. Engineer will furnish up to three (3) full-size sets of plans and specifications to plan rooms to be identified by the CITY.

4.4 Assist the prospective bidders in interpreting the plans and specifications through the preparation and issuance of addenda to clarify, correct or change the bid documents. Prepare responses to Bidder's questions and provide those responses to the CITY staff.

4.5 Assist the CITY in the opening, tabulation, analysis of the bids received and furnish recommendations on the award of the contracts or the appropriate actions to be taken by the CITY.

4.6 Consult with CITY as to the acceptability of contractor, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bid documents.

4.7 If required by bid documents, Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders. Such evaluations shall be considered an Additional Service provided by the Engineer.

4.8 Incorporate any changes by addendum into the project documents and prepare.

4.9 Conformed for Construction plans and specifications.

4.10 Furnish one (1) full-size and three (3) half-size copies of the conformed plans and four

(4) copies of the conformed specifications.

4.11 Perform or provide the following Bid Phase Services tasks or deliverables:

4.11.1 Bid Tabulations.

4.11.2 Recommendation of Award.

4.11.3 Assist the CITY in the preparation of formal contract documents for the Work.

Additional Services not included in the existing Scope of Services - CITY an ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Services related to development of the CITY's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement, and inspection after final completion.
- Services related to acquiring real property including but not limited to easements, right-of-way, and/or temporary right-of-entries.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- USACOE environmental permitting.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Services related to preparation of Storm Water Pollution Prevention Plans.
- Services related to the design of traffic control plans.
- Services related to archeological field survey and reporting beyond the desktop level analysis described in this Exhibit if required by the Texas Historical Commission.
- Additional meetings beyond those already included in this Exhibit
- Additional geotechnical borings beyond those described in this Exhibit
- Additional pipeline design efforts beyond those described in this Exhibit.
- Additional easement and platting documents beyond those described in this Exhibit

PLUMMER ASSOCIATES, INC

EXHIBIT B

Payments to Engineer

This Exhibit B is part of the Agreement between Plummer Associates, Inc. (the "Engineer") and the City of Lubbock (the "City") for a project generally described as:

REESE WATERLINE EXTENSION PROJECT

1.0 BASIC SERVICES OF ENGINEER

1.1 City shall pay Engineer for Basic Services of Engineer rendered under Section 1, as supplemented by Exhibit A, "Scope of Services". Fees shall be paid per Section 5 of the Agreement. Compensation for the following services actually completed shall be paid on a lump sum basis:

Task No.	Description	Total Budget Amount
100	General Services	$ 38,254
200	Easement and Platting Services	$ 132,942
300	Final Design Phase Services (90% and 100%)	$ 86,343
400	Bid Phase Services	$ 27,536
	Total	**$ 285,075**

1.2 Cost reimbursable compensation shall be based on Engineer's personnel time at Engineer's hourly labor rates attached hereto as Table C-1 Hourly Rate Schedule for Professional Services. All direct expenses, including mileage, travel and lodging expenses, but excluding subcontract expenses, applied to the Basic Services of Engineer, shall be paid at invoice or internal office cost plus a fifteen percent (15%) service charge. Subcontract expenses shall be paid at direct cost plus a fifteen percent (15%) service charge. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Engineer's compensation when invoicing Owner.

2.0 ADDITIONAL SERVICES

2.1 Owner shall pay Engineer for Additional Services of Engineer rendered under Section 2. Fees shall be paid per Section 5 of the Agreement. Compensation for Additional Services actually completed shall be paid on a cost reimbursable basis.

2.2 Cost reimbursable compensation shall be based on Engineer's personnel time at Engineer's hourly labor rates in the Hourly Rate Schedule for Professional Services. All direct expenses, including mileage, travel and lodging expenses, but excluding subcontract expenses, applied to the Additional Services of Engineer, shall be paid at invoice or internal office cost plus a fifteen percent (15%) service charge. Subcontract expenses shall be paid at direct cost plus a fifteen percent (15%) service charge. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Engineer's compensation when invoicing Owner.

3.0 DEFINITIONS

3.1 Direct Labor Costs: Salaries and wages paid to Engineer's personnel engaged directly on the Project, but do not include indirect costs, insurance costs, fringe benefits, overhead or profit. Direct Labor Cost is subject to annual calendar year adjustments.

3.2 Hourly Labor Rates: Direct Labor Cost plus a percentage applied to all such wages or salaries to cover payroll taxes, insurance premiums, benefits and all other overhead or profit.

3.3 Direct Expenses: All expenses incurred directly by the Engineer. These may include transportation costs, travel, meals, lodging, laboratory testing and analyses, telecommunication, computer services, document reproduction and processing, all direct expenses associated with outside consultants, and any other direct expense incurred by the Engineer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1025079

Date Filed:
05/23/2023

Date Acknowledged:

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

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
17265
Lubbock Reese Waterline Extensions Phase 2

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Young, Chris	Fort Worth, TX United States	X	
McDonald, Ellen	Fort Worth, TX United States	X	
Gratz, Dean	White Bear Lake, MN United States	X	
Caffey, Jeff	Fort Worth, TX United States	X	
Davis, Alan	Fort Worth, TX United States	X	
O'Brien, Patrick	Durango, CO United States	X	
Coonan, Steve	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Cylena Eason, and my date of birth is [redacted].

My address is 1320 S. University Drive, Suite 300 (street), Fort Worth (city), TX (state), 76107 (zip code), USA (country).

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

Executed in Tarrant County, State of Texas, on the 23rd day of May (month), 2023 (year).

Cylena Eason

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1025079

Date Filed:
05/23/2023

Date Acknowledged:
06/01/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Plummer Associates, Inc.
FORT WORTH, TX United States

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City of Lubbock

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17265
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Caffey, Jeff	Fort Worth, TX United States	X	
Davis, Alan	Fort Worth, TX United States	X	
O'Brien, Patrick	Durango, CO United States	X	
Coonan, Steve	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

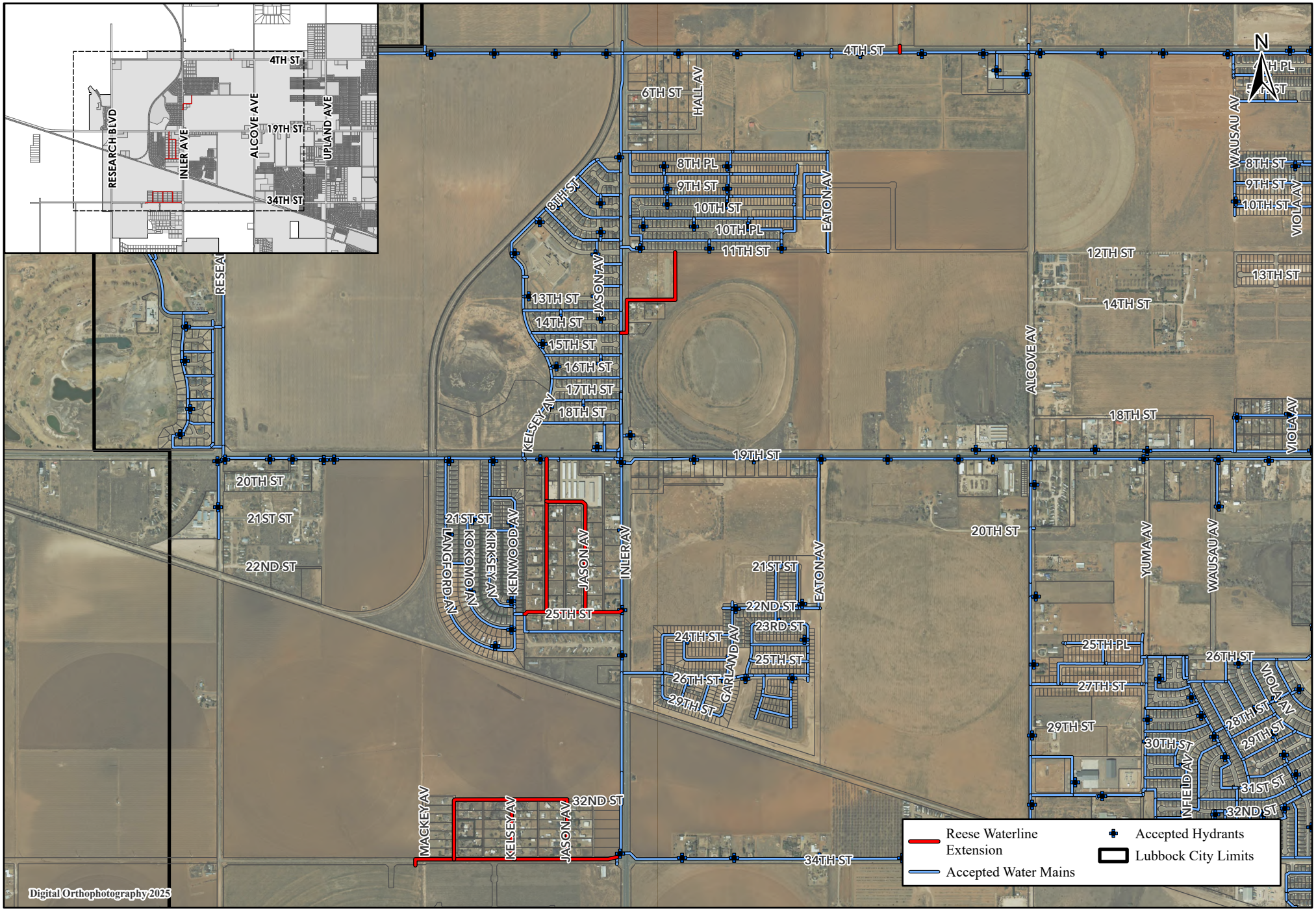
My name is _____, and my date of birth is _____.

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)



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

Reese Water Line Extension Project

City of Lubbock TEXAS

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

City of Lubbock
Capital Project
Project Cost Detail
November 3, 2026

Capital Project Number:	92709
Capital Project Name:	Reese Water Line

		Budget
Encumbered/Expended		
Staff time	$	23,902
Reese Water Line Extension - Design, Plummer Contract 15838	$	536,033
Reese Water Line Extension - Design, Plummer Contract 17265		285,075
Reese Water Line Extension - Amendment 1 Contract 17265		-
Reese Water Line Extension - Amendment 2 Contract 17265		-
Agenda Item November 3, 2026		
Reese Water Line Extension - Amendment 3 Contract 17265		
Encumbered/Expended To Date		845,010
Estimated cost for Remaining Appropriation		
Reese Water Line Construction		571,921
Remaining Appropriation - pending additional Air Force funding		571,921
Total Appropriation - pending additional Air Force funding	$	1,416,931

CIP 92709 Air Force Water Line

Infrastructure Improvements

Project Manager: Kerry Koehler - Engineering

Project Scope

The work involved in this project will be project management of the Design, Survey, Inspection, Land Services and construction of approximately 6 miles of water line varying in sizes from 6 to 12 inches in diameter. These lines will be installed to provide an alternate potable water supply for citizens impacted by groundwater contamination due to Perfluoroalkyl Sulfonate above Texas Commission of Environmental Quality (TCEQ) maximum concentration limits. Continued challenges with platting property has created delays for this project.

Project Justification

The City of Lubbock and the Air Force are partnering in an effort to provide safe drinking water to the contaminated wells within the City Limits by the old Reese Air Force Base operations. The Air Force has done extensive testing of private wells around the Reese Air Force base. Of the more than 500 wells tested 231 ground water wells have been found to have levels above the allowable concentrations for the TCEQ. This project will ultimately build water lines to service and potentially move citizens who agree to onto City potable water services.

Project Highlights

Council Priorities Addressed:
Community Improvement

Project History

- FY 2020-21 $1,416,931 appr. by Ord. 2021-O0029

Project Dates

Schedule Unknown
await direction from the Air Force

Project Location

6 miles of line from City of Lubbock to around the former Reese Air Force Base

Project Appropriations

	Appropriation to Date	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget	2031 - 32 Budget
Construction	$1,416,931	$0	$0	$0	$0	$0	$0
TOTAL	**$1,416,931**	**$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
United States Air Force Funding	$1,416,931	$0	$0	$0	$0	$0	$0
TOTAL	**$1,416,931**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

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AI# 14643
Regular City Council Meeting 5. 12.
11/03/2026:

Information

Agenda Item

Resolution - Utilities, Water Operations: Consider a resolution authorizing the Mayor to execute Purchase Order 23106311, with Global WET, to purchase waste pumps for use at the Southeast Water Reclamation Plant.

Item Summary

Waste pumps at the Southeast Water Reclamation Plant are used to transfer waste sludge from the Plant 4 primary clarifiers to the Plant's digester vessels for final processing. The installation specifications are uniquely designed for pumps manufactured by Netzsch. This design forces sludge through the piping using a progressive cavity design and removes the sludge blanket from the bottom of the clarifier, necessary to meet compliance standards set by the Texas Commission on Environmental Quality (TCEQ).

Four pumps perform this process, and one of the pumps failed beyond the point of reasonable repair. The proposed purchase replaces the failed unit and provides a spare unit that can be systematically rotated through the remaining pumps, enabling the City maintenance team to perform preventive maintenance to prevent future failures.

The Netzsch pumps are only available from the sole source, Global Wet, of Austin, Texas. They submitted a quote for two pumps at a total cost of $78,170.

The department recommends approval of Purchase Order 23106311 with Global WET, of Austin, Texas, for $78,170.

Fiscal Impact

Purchase Order 23106311, for $78,170, is funded in the Water Utilities Operating Budget for Water Reclamation.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Walter "Buzz" Pishkur, Interim Director of Public Works

Attachments

Resolution - Global Wet
Purchase Order 2310631 - Global Wet

Quote

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 sole source Purchase Order contract No. 23106311 for Netzsch Progressing Cavity Pumps by and between the City of Lubbock and Global Wet of Austin, Texas, and related documents. Said Purchase Order 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/RES.PO 23106311 (Global Wet)
10.13.25

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 10/12/2026
Order Number 23106311 000 OP
Branch/Plant 6411

TO: GLOBAL WET
10900 RESEARCH BLVD, SUITE 160C 65
AUSTIN TX 78759

SHIP TO: CITY OF LUBBOCK
WATER RECLAMATION PLANT
3603 GUAVA AVENUE
LUBBOCK TX 79404

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

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

Ordered 10/12/2026 Freight
Requested 02/01/2027 Taken By Y BUSBY
Delivery PER M MENDEZ REQ 65421 PUR 19945/SOLE SOURCE

If you have any questions contact Marilena Mendez: MaMendez@mylubbock.us Phone 806-775-3221

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Netzsch Nemo Progressing Cavit	2.000	37,557.0000	EA	75,114.00	2/1/2027
Shipping & Processing	2.000	1,528.0000	EA	3,056.00	2/1/2027
			Total Order		
Terms NET 30				78,170.00	

This purchase order encumbers funds in the amount of $78,170.00 awarded to Global WET of Austin, TX, on _____, 2026. The following is incorporated into and made part of this purchase order by reference: Quote dated September 30, 2026, from Global WET of Austin, TX, and Sole Source.

Resolution #_____

CITY OF LUBBOCK:

_____
Mark McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Global WET
10900 Research Blvd., Suite 160C 65
Austin, TX 78759 USA
+15125609952
accounting@globalwet.com
www.globalwet.com

Quote

ADDRESS
City of Lubbock
Attn: Accounting
PO Box 2000
Lubbock, TX 79547 US

SHIP TO
City of Lubbock
Attn: Rusty Hunt
3603 Guava Avenue
Lubbock, TX 79404 US

QUOTE # 2409, Rev. 3
DATE 09/30/2026
EXPIRATION DATE 10/31/2026

CUSTOM FIELD
Project: GM-86279 R2

CUSTOM FIELD
Lead Time: 12 - 14 Weeks

CUSTOM FIELD
Payment Terms: Net 30 Days

ACTIVITY	QTY	RATE	AMOUNT
Revision 3 - Updated Validity 2 Replacements for Netzsch NEMO Pump NM076SY01L07K Serial No. A196728 Mac No. 41004745 See Quote 2405 for Repair comparison			
NETZSCH NEMO® Progressing Cavity Pump FSIP® Advanced Model NM076SY01L07K.2 bare shaft (no drive and no baseplate) as per the technical.	2	37,557.00	75,114.00
Shipping & Processing **Shipping and Insurance to Texas Included:	2	1,528.00	3,056.00
NETZSCH - Dry Run Protection By installing a thermal protection device to monitor the operating temperature of the stator. (Probe shipped mounted in stator and controller shipped loose.)	1		0.00
NETZSCH - Upgrade to FSIP Advanced To allow for changing of the rotor and stator without removal of the suction or discharge piping.	1		0.00

Thank you for the opportunity to provide this quote. Please send your purchase order to purchaseorders@globalwet.com. We ask that you reference the Quote number on your purchase order.

SUBTOTAL	78,170.00
TAX	0.00
TOTAL	**$78,170.00**

Accepted By

Accepted Date

AI# 14392
Regular City Council Meeting **5. 13.**
11/03/2026:

Information

Agenda Item

Resolution - Public Works, Traffic Management: Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 10 to the Agreement for the Installation and Reimbursement for Operation and Maintenance of Traffic Signals within a Municipality, by and between the City of Lubbock and the Texas Department of Transportation.

Item Summary

The TxDOT "Agreement for the Installation and Reimbursement for the Operation and Maintenance of Traffic Signals within a Municipality" (Type R Agreement) was originally executed on August 11, 1994. The agreement authorizes the City of Lubbock to operate and maintain traffic signals on State Highways within the city limits. Supplement No. 10 amends the Type R Agreement as follows:

EXHIBIT 1 is amended to add the Traffic Signal installations at the following intersections:
15.) Regis Street (FM 2641) & Interstate Highway 27 (Type VI)
49.) Loop 88 and University Avenue (Type III)
50.) Loop 88 and Indiana Avenue (Type III)
51.) Loop 88 and Quaker Avenue (Type III)
52.) Loop 88 and Slide Road (FM 1730) (Type III)
53.) Loop 88 and Chicago Avenue (Type VI)

EXHIBIT 1 is amended to increase the unit cost for each type of signal by the following amount:
Type I – Actuated Signals at Conventional Intersections – $560 increase to $733
Type II – Fixed Time Signals - $2,120 increase to $2,774
Type III – Diamond Interchange Signals with one controller – $2,120 increase to $2,774
Type IV – Diamond Interchange Signals with two controllers – $2,500 increase to $3,271
Type V – Sign Mounted Flashers - $560 increase to $733
Type VI – Overhead Flashing Beacons – $560 increase to $733

The increase is based on the CPI-U inflation adjustment since Supplemental Agreement #9 was executed on June 20th, 2019.

The maximum amount payable under this agreement is increased from $106,660 to $126,612 per year in accordance with the above changes.

Fiscal Impact

The annual TxDOT reimbursement to the City of Lubbock will increase by $19,952, as indicated under Article 4. Compensation. The revised maximum amount payable per year will increase to $126,612, in accordance with Supplement Agreement No. 10, Exhibit 1.

Staff/Board Recommending

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

Attachments

Resolution
Supplement No. 10

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, Supplemental Agreement No. 10, regarding the installation and reimbursement for operation and maintenance of traffic signals, by and between the City of Lubbock and the Texas Department of Transportation (TxDOT), and related documents. Said Supplemental 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 this_____day of_____2026.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
David Bragg, Division Director of Public Works

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

STATE OF TEXAS §

COUNTY OF TRAVIS §

SUPPLEMENTAL AGREEMENT NO. 10 TO
AGREEMENT FOR THE INSTALLATION AND REIMBURSEMENT
FOR THE OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS
WITHIN A MUNICIPALITY

WHEREAS, on the 11th day of August, 1994, an Agreement for the Installation and Reimbursement for the Operation and Maintenance of Traffic Signals within a Municipality was entered into by and between the Texas Department of Transportation hereinafter called the "State," and the City of Lubbock, hereinafter called the "City," and subsequently identified the agreement as the Type R Agreement by Resolution No. 4559; and

WHEREAS, the parties to this agreement have mutually determined that it is necessary to amend the original agreement due to the following reasons: addition of six (6) Traffic Signals and a unit cost increase for each signal type.

NOW, THEREFORE, the Type R Agreement is amended as follows:

EXHIBIT 1

EXHIBIT 1 is amended to add the Traffic Signal installations at the following intersections:

15.) Regis Street (FM 2641) & Interstate Highway 27 (Type VI)
49.) Loop 88 and University Avenue (Type III)
50.) Loop 88 and Indiana Avenue (Type III)
51.) Loop 88 and Quaker Avenue (Type III)
52.) Loop 88 and Slide Road (FM 1730) (Type III)
53.) Loop 88 and Chicago Avenue (Type VI)

EXHIBIT 1 is amended to increase the unit cost for each type of signal by the following amount.

Type I – Actuated Signals at Conventional Intersections – $560 increase to $733
Type II – Fixed Time Signals - $2,120 increase to $2,774
Type III – Diamond Interchange Signals with one controller – $2,120 increase to $2,774
Type IV – Diamond Interchange Signals with two controllers – $2,500 increase to $3,271
Type V – Sign Mounted Flashers - $560 increase to $733
Type VI – Overhead Flashing Beacons – $560 increase to $733

Increase is based on the CPI-U inflation adjustment since Supplemental Agreement #9 was executed on June 20th, 2019.

A copy of the revised EXHIBIT 1 is attached hereto and made a part of this agreement.

Article 4. Compensation

The maximum amount payable under this agreement is increased from $106,660.00 to $126,612.00 per year in accordance with the above changes.

Calculations for the increase to the maximum amount payable are as follows:

AMOUNT OF THIS SUPPLEMENTAL AGREEMENT	$19,952.00
ORIGINAL MAXIMUM AMOUNT PAYABLE PER YEAR	$44,702.00
TOTAL PREVIOUS SUPPLEMENTAL AGREEMENTS	$106,660.00
REVISED MAXIMUM AMOUNT PAYABLE PER YEAR	$126,612.00

ARTICLE 5. Payment

The amount of this supplemental agreement shown above shall be a prorated amount based on the cost for the type of installation calculated on EXHIBIT 3 of the original agreement and any increases or decreases caused by any subsequent supplemental agreements. The (monthly/quarterly/annual) payment shall be adjusted accordingly.

All other terms or conditions are unchanged and remain in full force and effect.

Each party is signing this agreement on the date stated next to that party's signature.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the dates shown herein below.

THE CITY OF LUBBOCK:

_____
Mark W. McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
David Bragg, Division Director of Public Works

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____
District Engineer

EXHIBIT 1			
Signalized intersections on frontage roads of freeways and within the City of Lubbock, TX and the City of Wolfforth, TX			
#	Location	Signal Type	Unit Cost
Interstate Highway 27 frontage roads with:			
1	North Loop 289 Frontage Road (Westbound)	Type VI	$733
2	North Loop 289 Frontage Road (Eastbound)	Type VI	$733
3	Erskine Street	Type VI	$733
4	Municipal Drive	Type VI	$733
5	42nd Street	Type VI	$733
6	Avenue E and 13th Street	Type I	$733
7	Marsha Sharp Frontage Road (U.S. 62/82) (Southbound)	Type III	$2,774
8	Marsha Sharp Frontage Road (U.S. 62/82) (Northbound)	Type III	$2,774
9	19th Street (U.S. 62 & S.H. 114)	Type III	$2,774
10	34th Street	Type III	$2,774
11	50th Street	Type III	$2,774
12	66th Street	Type III	$2,774
13	Slaton Highway (U.S. 84) Frontage Road (Westbound) & Avenue A	Type III	$2,774
14	Slaton Highway (U.S. 84) Frontage Road (Eastbound)	Type III	$2,774
15	Regis Street (FM 2641)	Type VI	$733
16	82nd Street	Type III	$2,774
17	98th Street	Type III	$2,774
Marsha Sharp Freeway (U.S. 82) frontage roads with:			
18	Buddy Holly Avenue	Type III	$2,774
19	Avenue L	Type I	$733
20	Avenue Q (U.S. 84)	Type III	$2,774
21	University Avenue	Type III	$2,774
22	Texas Tech Parkway	Type III	$2,774
23	Quaker Avenue	Type III	$2,774
24	Slide Road (FM 1730)	Type III	$2,774
25	34th Street	Type III	$2,774
26	West Loop 289 Frontage Road (Northbound)	Type III	$2,774
27	West Loop 289 Frontage Road (Southbound)	Type III	$2,774
28	Milwaukee Avenue	Type III	$2,774
29	Upland Avenue	Type III	$2,774
30	82nd Street (Donald Preston Drive) [City of Wolfforth]	Type III	$2,774
North Loop 289 frontage roads with:			
31	Clovis Road (U.S. 84)	Type I	$733
32	Erskine Street	Type III	$2,774

33	North Quaker Avenue	Type III	$2,774
34	North Slide Road	Type III	$2,774
35	University Avenue (FM 1264)	Type III	$2,774
West Loop 289 frontage roads with:			
36	4th Street (FM 2255)	Type III	$2,774
37	19th Street (SH 114)	Type III	$2,774
38	34th Street	Type III	$2,774
39	50th Street	Type III	$2,774
40	Frankford Avenue (FM 2528)	Type III	$2,774
South Loop 289 frontage roads with:			
41	University Avenue	Type III	$2,774
42	Indiana Avenue	Type III	$2,774
43	Quaker Avenue	Type III	$2,774
44	Slide Road (FM 1730)	Type III	$2,774
Southeast Loop 289 frontage roads with:			
45	Slaton Highway (U.S. 84) and Martin Luther King, Jr. Boulevard (Northbound)	Type III	$2,774
46	Slaton Highway (U.S. 84) and Martin Luther King, Jr. Boulevard (Southbound)	Type III	$2,774
Spur 327 frontage roads with:			
47	Frankford Avenue	Type III	$2,774
48	Milwaukee Avenue	Type III	$2,774
Loop 88 frontage roads with:			
49	University Avenue	Type III	$2,774
50	Indiana Avenue	Type III	$2,774
51	Quaker Avenue	Type III	$2,774
52	Slide Road (FM 1730)	Type III	$2,774
53	Chicago Avenue	Type VI	$733
		Total:	**$126,612**

AI# 14655
Regular City Council Meeting **5. 14.**
11/03/2026:

Information

Agenda Item

Resolution - Public Works, Pipeline Maintenance: Consider a resolution authorizing the Mayor to execute Public Works Contract 19975, with Fuquay, Inc., for repairs to the 24-inch steel aerial sewer line that crosses the creek in Aztlan Park.

Item Summary

This proposed project will re-line a 24" steel sewer line crossing the creek in Azlan Park with a cured-in-place fiberglass line. The bottom of the line has rusted out and is in need of major repair to prevent a failure. The cured-in-place line is the most economical way to repair the line.

Contract 19975 with Fuquay, Inc. of New Braunfels, Texas is through BuyBoard Contract #731-24 for Cured in Place Pipe CIPP Rehabilitation. The detailed proposal is attached.

Staff recommends approval of Contract 19975 for $238,692.20.

Fiscal Impact

Contract 19975 with Fuquay, Inc. for $238,692.20 is funded in Capital Improvement Project 92929 - Sewer Line Replacement.

Staff/Board Recommending

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

Attachments

Resolution
Fuquay Proposal
CIP 92929 Budget Detail
CIP 92929 Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 19975, per BuyBoard Contract 731-24, Cured in Place Pipe (CIPP) for Pipeline Rehabilitation, for Repairs to the 24-inch Steel Aerial Line Crossing the Creek in Azlan Park, by and between the City of Lubbock and Fuquay, Inc., consistent with the terms of the proposal submittal form attached hereto and incorporated herein, and related documents.

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:

_____
Rachael Blansett, Assistant City Attorney

ccdocsII/RES.Public Works Contract No. 19975 Fuquay, Inc. CIPP Rehab Azlan Park
10.13.26

FUQUAY, INC.

4861 Old Hwy 81, New Braunfels, TX 78132

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

PROPOSAL

DATE: October 6, 2026
PROJECT: City of Lubbock 24-inch WW Rehabilitation at Aerial Crossing

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

SECTION II: UV CURED PRODUCT

						LIST PRICING		MEMBER PRICING			PROJECT SPECIFIC DISCOUNTED PRICING	
ITEM 1		**UV Light Cured Spiral Wound Fiberglass Liner for CIPP Mainline Rehabilitation Gravity Applications and Related Items**	**Unit**	**Quantity**		**List Price**	**Total**	**7% Discount**	**Price**	**Total**	**Discount Price**	**Total**
Section I Item 1	20107	24" x 5.6 mm	LF	670		$183.50	$122,945.00	-$12.85	$170.66	$114,338.85	$170.00	$113,900.00
Section I Item 1	20134	21"-24" CIPP Set-up Charge	LF	670		$64.00	$42,880.00	-$4.48	$59.52	$39,878.40	$59.00	$39,530.00
Section I Item 1	20146	Pipeline Rehabilitation Crew Cost	DAY	3		$22,470.00	$67,410.00	-$1,572.90	$20,897.10	$62,691.30	$18,500.00	$55,500.00
Section I Item 1	20153	Travel and Mobilization- Pipeline Rehabilitation Crew from New Braunfels, TX (per mobilization)	MILE	405		$25.50	$10,327.50	-$1.79	$23.72	$9,604.58	$5.00	$2,025.00
ITEM 5		**Clean/TV and Evaluation for Gravity Pipelines and Additional Associated Items**										
Section I Item 5	24107	24" Clean and TV sanitary sewer	LF	670		$20.50	$13,735.00	-$1.44	$19.07	$12,773.55	$10.00	$6,700.00
Section I Item 5	24135	21" - 36" Post TV Inspection After Rehabilitation	LF	670		$11.50	$7,705.00	-$0.81	$10.70	$7,165.65	$8.00	$5,360.00
Section I Item 5	24141	Above Ground Physical Inspection	LF	670		$19.50	$13,065.00	-$1.37	$18.14	$12,150.45	$10.00	$6,700.00
Section I Item 5	24151	Travel and Mobilization- Vactor Truck or CCTV Truck Crew from New Braunfels, TX	MILE	405		$25.50	$10,327.50	-$1.79	$23.72	$9,604.58	$5.00	$2,025.00
							$288,395.00			**$268,207.35**		**$231,740.00**

Performance & Payment Bonds (if required): **$6,952.20**

$238,692.20

SPECIAL PROJECT NOTES

1) FUQUAY CREWS WILL ASSESS THE PIPELINES WITH THEIR EQUIPMENT TO CONFIRM THE LINES CAN BE REHABILIATED USING UV CURED GRP
2) CITY OF LUBBOCK TO AQUIRE ANY NEEDED PERMITS FOR PERFORMANCE OF FUQUAY'S WORK. (IF REQUIRED)
3) NO POINT REPAIRS HAVE BEEN INCLUDED. ANY NEEDED POINT REPAIRS WILL BE PRICED ADDITIONALLY AND SEPARATELY. (IF REQUIRED)
4) NO BYPASS INCLUDED, PIPE WILL BE PLUGGED AND CITY OF LUBBOCK TO ASSIST USING PUMP AND HAUL IF REQUIRED.
5) CITY OF LUBBOCK TO PERFORM HEAVY CLEANING OF LINE PRIOR TO FUQUAY MOBILIZATION. FUQUAY WILL PERFORM FINE CLEANING FOR LINER INSTALLATION.

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

EXCLUSIONS:

BOND, SALES TAX, AND OCP

BARRICADES, SIGNS, TRAFFIC HANDLING

PERMITS, BURDENS, FEES
WASTE HAUL-OFF
SURVEYING
ALL BYPASS PUMPING AND FLOW CONTROL

INFILTRATION REPAIR
DEWATERING
SITE CLEARING
HEAVY CLEANING OF PIPE

TERMS:

PAYMENT FOR SERVICES SHALL BE DUE AND PAYABLE WITHIN THIRTY DAYS OF THE DATE/MONTH THE WORK IS PERFORMED. THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN THIRTY DAYS.

RESPECTFULLY SUBMITTED,

FUQUAY, INC.

ACCEPTED BY: _____

COMPANY: _____

NAME: _____

TITLE: _____

City of Lubbock
Capital Project
Project Cost Detail
October 27, 2026

Capital Project Number:	92929
Capital Project Name:	Sewer Line Replacement

Encumbered/Expended	Budget
Sewer line trenching and repair	$ 9,741.96
Agenda Item October 27, 2026	
Re-line 24" steel sewer line with a cured-in-place line	$ 238,692.20
Encumbered/Expended To Date	$ 248,434.16
Estimated Cost for Remaining Appropriation	
Future sewer line repairs	576,565.84
Remaining Appropriation	576,565.84
Total Appropriation	$ 825,000



CIP 92929 Sewer Line Replacement

Upgrades/Major Maintenance

Project Manager: Brian Bearden - Water

Project Scope

Replacement of deteriorated or damaged sanitary sewer lines and manholes.

Project Justification

Replacing aging infrastructure reduces emergency maintenance expenditures, system failures, reduces sanitary sewer overflows and customer complaints.

Project Highlights

Council Priorities Addressed:
Fiscal Discipline
Community Improvement

Project History

- FY 2025-26 $400,000 appr. by Ord. 2025-O0112

Project Dates

Ongoing

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	$400,000	$425,000	$450,000	$475,000	$500,000	$525,000	$550,000
TOTAL	**$400,000**	**$425,000**	**$450,000**	**$475,000**	**$500,000**	**$525,000**	**$550,000**

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	$425,000	$450,000	$475,000	$500,000	$525,000	$550,000
TOTAL	**$400,000**	**$425,000**	**$450,000**	**$475,000**	**$500,000**	**$525,000**	**$550,000**

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
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

AI# 14680
Regular City Council Meeting **5. 15.**
11/03/2026:

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute Amendment No. 6 to the Department of State Health Services (DSHS) Contract No. HHS001439500038, under the Public Health Emergency Preparedness Cooperative Agreement from the Centers for Disease Control and Prevention, and all related documents, by and between the City of Lubbock and the State of Texas, acting by and through DSHS.

Item Summary

This is an existing grant through the Department of State Health Services (DSHS). The Public Health Emergency Preparedness Contract (PHEP) was initially awarded to the Public Health Department in 2003 from the Department of State Health Services.

The purpose of Amendment No. 6 is to revise the federal award information and certain attachments to the contract, to continue to perform activities in support of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement between the Centers for Disease Control and Prevention (CDC) and DSHS to advance public health emergency preparedness.

The contract term is July 1, 2024, through June 30, 2027.

Fiscal Impact

Amendment No. 6 added no additional funds. The total amount of the contract is $864,048.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Katherine Wells, Director of Public Health

Attachments

Resolution
Amendment No. 6, Contract HHS001439500038

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. 6 to the Department of State Health Services (DSHS) Contract No. HHS001439500038, under the Public Health Emergency Preparedness Cooperative Agreement from the Centers for Disease Control and Prevention, by and between the City of Lubbock and the State of Texas, acting by and through DSHS, and all related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Rachael Blansett, Assistant City Attorney

Docusign Envelope ID: 89C28E9D-AD31-856D-8296-48AD9C57740B

The Honorable Mark McBrayer, Mayor
City of Lubbock
PO Box 2000
Lubbock, Texas 79401

Subject: Public Health Emergency Preparedness Contract
DSHS Contract Number: HHS001439500038
Contract Amendment No.: 6
Contract Amount: $864,048.00
Contract Term: July 1, 2024, through June 30, 2027

Dear Mayor McBrayer:

Enclosed is the Public Health Emergency Preparedness grant agreement Amendment No. 6 between the Department of State Health Services and City of Lubbock ("Grantee").

The purpose of this amendment is to revise the federal award information and certain attachments to the contract, to continue to perform activities in support of the Public Health Emergency Preparedness ("PHEP") Cooperative Agreement from the Centers for Disease Control and Prevention ("CDC") in support of public health emergency preparedness.

Please let me know if you have any questions or need additional information.

Sincerely,

Rodolfo Mata, CTCM
Contract Manager
512-776-3598
Rodolfo.Mata@dshs.texas.gov

Docusign Envelope ID: 89C28E9D-AD31-856D-8296-48AD9C57740B

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001439500038
AMENDMENT NO. 6

The **DEPARTMENT OF STATE HEALTH SERVICES** ("DSHS" or "System Agency") and **CITY OF LUBBOCK** ("Grantee"), each a "Party" and collectively the "Parties" to that certain Public Health Emergency Preparedness ("PHEP") grant agreement, effective July 1, 2024, and denominated DSHS Contract No. HHS001439500038 (the "Contract" or "Grant Agreement"), as amended, now want to further amend the Grant Agreement.

WHEREAS, System Agency wants to modify the language of Section V of the Grant Agreement Signature Document;

WHEREAS, System Agency wants to update the federal award information in the Grant Agreement Signature Page;

WHEREAS, the Parties want to revise the FY2027 Statement of Work and correct an error in the designation of Attachments in the Grant Agreement;

WHEREAS, the Parties want to revise certain terms for compliance with applicable law and DSHS policy; and

WHEREAS, the Parties want to add the Indirect Cost Rate Letter.

NOW, THEREFORE, the Parties amend and modify the Grant Agreement as follows:

1. **SECTION V, BUDGET,** of the Grant Agreement is modified to add the following language at the end of Section V:

   Indirect Cost Rate: The Grantee's Declined Indirect Cost Rate Letter is attached as **ATTACHMENT I.** Grantee will not request any indirect cost reimbursement under this Grant Agreement.

   If the System Agency approves or acknowledges an indirect cost rate, whether updated or issued after Grant Agreement execution, the Grant Agreement will be amended to incorporate the rate (and the new indirect cost rate letter, if applicable) and the budget revised accordingly.

2. **SECTION VII, REPORTING REQUIREMENTS,** of the Grant Agreement is revised and restated with the following:

   Grantee shall submit the reports for FY2027, as identified in the table below, and as outlined in **ATTACHMENT A.6, REVISED FY2027 STATEMENT OF WORK,** by the due dates and submission methods specified therein. DSHS may add contractual requirements and revise reporting due dates throughout the term of this Grant Agreement to comply with modifications made to the federal grant award.

Report	Frequency	Project FY2027 Due Date(s)	DSHS Email or System to Submit Report
Financial Status Report - Biannual (See SECTION I(U)(9) of ATTACHMENT A.6, REVISED FY2027 STATEMENT OF WORK)	FSRs are due biannually. The first FSR is due on the last day of the month following the first FSR period. The second FSR is due on the last day of the month, thirty (30) calendar days after the Contract end date and following the second FSR period.	January 31, 2027 July 30, 2027	invoices@dshs.texas.gov; fsrgrants@dshs.texas.gov; copy to the System Agency representative identified in SECTION VIII, CONTRACT REPRESENTATIVES, of the Grant Agreement
Invoices/Requests for Reimbursement (See SECTION III(A) of ATTACHMENT A.6, REVISED FY2027 STATEMENT OF WORK)	The last business day of the month following the month in which expenses were incurred AND thirty (30) calendar days following the expiration date of the Grant Agreement.	August 31, 2026 September 30, 2026 October 30, 2026 November 30, 2026 December 31, 2026 January 29, 2027 February 26, 2027 March 31, 2027 April 30, 2027 May 31, 2027 June 30, 2027 July 30, 2027	invoices@dshs.texas.gov; CMSinvoices@dshs.texas.gov; copy to the System Agency representative identified in SECTION VIII, CONTRACT REPRESENTATIVES, of the Grant Agreement
Property Inventory Report (Form GC-11) (See SECTION I(U)(10) of ATTACHMENT A.6, REVISED FY2027 STATEMENT OF WORK)	Once per FY	October 15, 2026	FSOequip@dshs.texas.gov; copy to the System Agency representative identified in SECTION VIII, CONTRACT REPRESENTATIVES, of the Grant Agreement
Initial Work Plan (See SECTION I(U)(1) of ATTACHMENT A.6, REVISED FY2027 STATEMENT OF WORK)	Once per FY	July 31, 2026	Qualtrics System
Capacity Indicators (See Section I(U)(2) of ATTACHMENT A.6, REVISED FY2027 STATEMENT OF WORK)	Once per FY	July 31, 2026	Qualtrics System
Programmatic Mid-Year Performance Report (See SECTION I(U)(3) of ATTACHMENT A.6, REVISED	Once per FY	January 31, 2027	Qualtrics System

FY2027 STATEMENT OF WORK)			
Multi-Year Integrated Preparedness Plan ("MYIPP") **(See SECTION I(U)(4) of ATTACHMENT A.6, REVISED FY2027 STATEMENT OF WORK)**	Once per FY	May 1, 2027	Qualtrics System
Jurisdictional Risk Assessment (JRA) **(See SECTION I(U)(5) of ATTACHMENT A.6, REVISED FY2027 STATEMENT OF WORK)**	Once per FY	June 15, 2027	Qualtrics System
Jurisdictional Evaluation Tool (JET) – Only for Regions 2/3 & 4/5N **(See Section I(U)(6) of ATTACHMENT A.6, REVISED FY2027 STATEMENT OF WORK)**	Once per FY	June 30, 2027	Qualtrics System
Programmatic End-of-Year Performance Report **(See SECTION I(U)(7) of ATTACHMENT A.6, REVISED FY2027 STATEMENT OF WORK)**	Once per FY	July 30, 2027	Qualtrics System
After-Action Review/Improvement Plan ("AAR/IP") **(See SECTION I(U)(8) of ATTACHMENT A.6, REVISED FY2027 STATEMENT OF WORK)**	Once per FY	No later than 120 days after the exercise or thirty (30) days following the Contract expiration (6/30/2027).	Qualtrics System

3. **SECTION X, FEDERAL AWARD INFORMATION,** of the Grant Agreement is supplemented with updated federal award information as follows:

GRANTEE'S UNIQUE ENTITY IDENTIFIER IS: LXDNEKWRVKJ6

Federal funding under this Grant Agreement is a subaward under the following federal award.

Federal Award Identification Number (FAIN): 5 NU90TU000053-03-00

A. Assistance Listings Title, Number, and Dollar Amount: Public Health Emergency Preparedness (PHEP), 93.069, $42,915,264.00
B. Federal Award Date: 06/18/2026
C. Federal Award Period: July 1, 2026 – June 30, 2027
D. Name of Federal Awarding Agency: Centers for Disease Control and Prevention
E. Federal Award Project Description: Texas DSHS Public Health Emergency Preparedness (PHEP) Cooperative Agreement
F. Awarding Official Contact Information: Mr. Derick Wheeler, II, Grants Management Specialist, (678) 475-4972, tie2@cdc.gov
G. Total Amount of Federal Funds Awarded to System Agency: $42,915,264.00
H. Amount of Funds Awarded to Grantee: $261,833.00
I. Identification of Whether the Award is for Research and Development: No

4. **ATTACHMENT A.5, FY2027 STATEMENT OF WORK,** of the Grant Agreement is deleted in its entirety and replaced with **ATTACHMENT A.6, REVISED FY2027 STATEMENT OF WORK,** which is attached to this Amendment and incorporated into and made part of the Grant Agreement for all purposes.

5. **ATTACHMENT C.2, HHS CONTRACT AFFIRMATIONS, VERSION 2.8, EFFECTIVE DECEMBER 2025,** of the Grant Agreement is deleted in its entirety and replaced with **ATTACHMENT C.3, HHS CONTRACT AFFIRMATIONS, VERSION 2.9, EFFECTIVE MARCH 2026**, which is attached to this Amendment and incorporated into the Grant Agreement for all purposes.

6. **ATTACHMENT F.1, FY2026 FFATA**, and **ATTACHMENT F.2, FY2027 FFATA**, of the Grant Agreement are redesignated as **ATTACHMENT H.1, FY2026 FFATA,** and **ATTACHMENT H.2, FY2027 FFATA**, respectively.

7. **ATTACHMENT I, DECLINED INDIRECT COST RATE LETTER,** is added by this Amendment and incorporated into and made part of the Grant Agreement for all purposes.

8. This Amendment is effective upon execution by the last Party to sign below.

9. Except as amended and modified by this Amendment No. 6, all terms and conditions of the Grant Agreement, as previously amended, shall remain in full force and effect.

10. Any further revisions to the Grant Agreement shall be by written agreement of the Parties.

11. Each Party represents and warrants that the person executing this Amendment No. 6 on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR AMENDMENT NO. 6
DSHS CONTRACT NO. HHS001439500038

DEPARTMENT OF STATE HEALTH SERVICES	CITY OF LUBBOCK
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date of Signature: _____	Date of Signature: _____

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ATTACHMENT A.6
REVISED FY2027 STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

A. Grantee shall perform activities in support of the Public Health Emergency Preparedness ("PHEP") Cooperative Agreement between the Centers for Disease Control and Prevention ("CDC") and the Department of State Health Services ("System Agency") to advance public health emergency preparedness.

B. Grantee shall perform the activities required under this Grant Agreement in the following cities, counties, or groups of counties (cumulatively, Grantee's "Jurisdiction"): Lubbock County.

C. Grantee shall provide System Agency with situational awareness data obtained from electronic data systems that are capable of exchanging data across networks.

D. Grantee shall coordinate with System Agency program staff to develop a preparedness activity plan for the Grantee's Jurisdiction. At minimum, the Grantee shall ensure the following public health emergency preparedness capabilities are all addressed in its workplan:

1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short-term and long-term;
2. Capability 2 – Community recovery is the ability of communities to identify critical assets, facilities, and other services within public health, emergency management, health care, human services, mental/behavioral health, and environmental health sectors that can guide and prioritize recovery operations;
3. Capability 3 – Emergency operations coordination is the ability to coordinate with emergency management and to direct and support an incident or event with public health or health care implications by establishing a standardized, scalable system of oversight, organization, and supervision that is consistent with jurisdictional standards and practices and the National Incident Management System ("NIMS");
4. Capability 4 – Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel;
5. Capability 5 – Fatality management is the ability to coordinate with partner organizations and agencies to provide fatality management services to ensure the proper recovery and preservation of remains; identification of the deceased; determination of cause and manner of death; release of remains to an authorized individual; and provision of mental/behavioral health assistance for the grieving. The role also may include supporting activities for the identification, collection, documentation, retrieval, and transportation of human remains, personal effects, and evidence to the examination location or incident morgue;
6. Capability 6 – Information sharing is the ability to conduct multijurisdictional and multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, tribal, and territorial levels of government and the private sector. This capability includes the routine sharing of information, as well as issuing public

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health alerts to all levels of government and the private sector in preparation for, and in response to, events or incidents of public health significance;

7. Capability 7 – Mass care is the ability of public health agencies to coordinate with and support partner agencies to address, within a congregate location (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. This capability includes coordinating ongoing surveillance and public health assessments to ensure that health needs continue to be met as the incident evolves;
8. Capability 8 – Medical countermeasure dispensing and administration is the ability to provide medical countermeasures to targeted population(s) to prevent, mitigate, or treat the adverse health effects of a public health incident, according to public health guidelines. This capability focuses on dispensing and administering medical countermeasures, such as vaccines, antiviral drugs, antibiotics, and antitoxins;
9. Capability 9 – Medical materiel management and distribution is the ability to acquire, manage, transport, and track medical materiel during a public health incident or event and the ability to recover and account for unused medical materiel, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident;
10. Capability 10 – Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the health care system to endure a hazard impact, maintain or rapidly recover operations that were compromised, and support the delivery of medical care and associated public health services, including disease surveillance, epidemiological inquiry, laboratory diagnostic services, and environmental health assessments;
11. Capability 11 – Non-pharmaceutical interventions are actions that people and communities can take to help slow the spread of illness or reduce the adverse impact of public health emergencies. This capability focuses on communities, community partners, and stakeholders recommending and implementing non-pharmaceutical interventions in response to the needs of an incident, event, or threat. Non-pharmaceutical interventions may include isolation; quarantine; restrictions on movement and travel advisories or warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors;
12. Capability 12 – Public health laboratory testing is the ability to implement and perform methods to detect, characterize, and confirm public health threats. It also includes the ability to report timely data, provide investigative support, and use partnerships to address actual or potential exposure to threat agents in multiple matrices, including clinical specimens, and food, water, and other environmental samples. This capability supports passive and active surveillance when preparing for, responding to, and recovering from biological, chemical, and radiological (if a Radiological Laboratory Response Network is established) public health threats and emergencies;
13. Capability 13 – Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes. It also includes the ability to expand these systems and processes in response to incidents of public health significance;
14. Capability 14 – Responder safety and health is the ability to protect public health and other emergency responders during pre-deployment, deployment, and post-deployment; and

15. Capability 15 – Volunteer management is the ability to coordinate with emergency management and partner agencies to identify, recruit, register, verify, train, and engage volunteers to support the jurisdictional public health agency's preparedness, response, and recovery activities during pre-deployment, deployment, and post-deployment.

E. Grantee shall coordinate with System Agency program staff to develop a preparedness activity plan for the Grantee's Jurisdiction. CDC released the Public Health Response Readiness Framework that defines excellence in response operations. The Grantee shall be knowledgeable of the following items and ensure the items are addressed throughout the deliverables in Section I (U):

1. Prioritize a risk-based approach – to all-hazards planning that addresses evolving threats and supports medical countermeasure logistics;
2. Enhance partnerships – (federal and nongovernmental organizations) to effectively support community preparedness efforts;
3. Expand local support – to improve jurisdictional readiness to effectively manage public health emergencies;
4. Improve administrative and budget preparedness systems – to ensure timely access to resources for supporting jurisdictional responses;
5. Build workforce capacity – to meet jurisdictional surge management needs and support staff recruitment, retention, resilience, and mental health;
6. Modernize data collection and systems – to improve situational awareness and information sharing with healthcare systems and other partners;
7. Strengthen risk communications activities – to improve proficiency in disseminating critical public health information and warnings and address mis/disinformation;
8. Incorporate practices – to enhance preparedness and response support for communities experiencing differences in health status due to structural barriers;
9. Advance capacity and capability of public health laboratories – to characterize emerging public health threats through testing and surveillance; and
10. Prioritize community recovery efforts – to support health department reconstitution and incorporate lessons learned from public health emergency responses.

F. Grantee shall match funds awarded under this Grant Agreement with costs or third-party contributions that are not paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or matching. The non-federal contributions ("match") may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Grantee incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that apply to the use of federal funds, including prior approval requirements and other rules for allowable costs as described in 2 Code of Federal Regulations ("CFR") 200.306 and as applicable, 2 CFR Part 200, Subpart E, (Cost Principles).

Grantee shall provide matching funds in the amount of ten percent (10%) of the DSHS Direct Costs and Indirect Costs amount as outlined in **ATTACHMENT B.4, REVISED BUDGET**. "Cash match" is defined as an expenditure of cash by the Grantee on allowable costs under this Grant

Agreement that are borne by the Grantee. "In-kind match" is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Grant Agreement's project, and that are contributed by non-federal third parties without charge to the Grantee. The criteria for a match must:

1. Be an allowable cost under the applicable federal cost principle;
2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
3. Be verifiable within the Grantee's (or subgrantee's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement contracts);
5. Not be included as contributions toward any other federally assisted project or program (match can count only once);
6. Not be paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or match;
7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Grant Agreement;
8. Be adequately documented;
9. Follow procedures for generally accepted accounting practices as well as meet audit requirements; and
10. Value the in-kind contributions reported and be supported by documentation reflecting the use of goods and/or services during the Grant Agreement term.

G. Grantee shall, in the event of a public health emergency involving a portion of the state, mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements, and not currently performing critical duties in the Grantee's Jurisdiction, to the affected area of the state upon receipt of a written request from System Agency.

H. Grantee shall, in the event of a local, state, or federal incident, emergency or disaster, have the option to request from System Agency the United States Department of Health and Human Services ("HHS") emPower Individual Data Set (hereinafter, the "CMS data") for PHEP services. To access CMS data, Grantee shall submit to System Agency a written request that describes how the CMS data will be used to perform emergency planning for identifying and/or conducting outreach to at-risk Medicare beneficiaries to ensure they have the necessary medical resources and assistance throughout and during recovery from the incident, emergency or disaster. System Agency reserves the right to request additional information from Grantee. System Agency will review Grantee's request and provide a written approval or denial.

Grantee's access to and use of the CMS data and any derivative data is provided to allow Grantee to perform specified and System Agency-approved public health activities under the Grant Agreement.

When accessing the CMS data or derivative data, Grantee shall:

1. Ensure Confidential Information is handled in compliance with the HHS Data Use Agreement and the Centers for Medicare and Medicaid Services Data Use Agreement and any associated DUA Addendum;
2. Employ appropriate administrative, technical, and physical safeguards to protect the confidentiality of the CMS data and/or derivative data. Such protections shall include, but not be limited to measures that prevent unauthorized use of or access to such data; logon protocols and passwords for electronic access to such data; encryption of such data at rest and in transit; permanent deletion of internet histories when using third-party resources; redaction of information when fully identifiable information is not required; and the use of sufficient overwriting to ensure permanent deletion of electronic copies of such data or the physical destruction of such data in accordance with terms of this section;
3. Only utilize CMS data and derivative data to perform public health activities and only for the purposes specifically requested and approved by System Agency and not for any other purpose;
4. Ensure CMS data or derivative data is not entered into any type of registry, unless approved in writing by System Agency;
5. Destroy all source data and derivative data within thirty (30) calendar days from the date of disclosure. In the event the incident, emergency, or disaster extends past the thirty (30) calendar days, Grantee may request a thirty (30)-day extension to continue the response and outreach by submitting a written request to System Agency with justification for the continued use of the data. Grantee shall submit written attestation to System Agency certifying that destruction of all data was completed;
6. Ensure Grantee staff who have access to CMS data or any derivative data complete HIPAA training prior to accessing any data set. Grantee shall produce evidence of completed training to System Agency upon request;
7. Ensure Grantee staff who have access to CMS data or any derivative data obtain role-based access to the CMS data or any derivative data; and
8. Attest that each staff member accessing the CMS data does not have a criminal background or disqualifying criminal history record information or is not otherwise prohibited from accessing the CMS data as set forth in state or federal law or rule, including CMS requirements.

I. Grantee shall coordinate activities and response plans within Grantee's Jurisdiction with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, and Councils of Government.

J. Grantee shall inform System Agency in writing preferably via email to the Contract Manager if Grantee will not continue performance under this Grant Agreement within thirty (30) calendar days of receipt of System Agency's notification of an amended standard(s) or guideline(s). In such event, System Agency may terminate this Grant Agreement immediately or within a reasonable period of time, as determined by System Agency.

K. Grantee shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Grant Agreement, including partial full-time employees and temporary staff.

L. Grantee shall complete and submit programmatic reports as directed by System Agency in a format specified by System Agency and as needed to satisfy information-sharing requirements set forth in Texas Government Code Sections 421.071 and 421.072(b) and (c). Grantee must provide System Agency with other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Grant Agreement and to monitor compliance.

M. Grantee shall conduct all exercises in accordance with Homeland Security Exercise Evaluation Program ("HSEEP") guidance, and have plans, processes, and training in place to meet NIMS compliance requirements.

N. Grantee shall coordinate all planning, training, and exercises performed under this Grant Agreement with other Local Health Entities, the Texas Division of Emergency Management ("TDEM"), or other points of contact at the discretion of System Agency, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

O. Grantee shall coordinate preparedness risk communication activities as needed with the System Agency Communications Unit.

P. Grantee shall work with the DSHS Public Health Region and their Regional Health Care Coalition to develop comprehensive preparedness strategies by participating in meetings, trainings, and exercises.

Q. Grantee shall comply with all state and System Agency guidance and standards, including the following:

Texas Grant Management Standards, located at the following URL:
https://comptroller.texas.gov/purchasing/grant-management/.

R. Grantee shall comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:

1. Texas Government Code Chapter 418;
2. Public Law 116-22, Pandemic and All-Hazards Preparedness and Advancing Innovation Act ("PAHPAI").
3. Public Law 109-417, Pandemic and All-Hazards Preparedness Act ("PAHPA");
4. Texas Health and Safety Code Chapter 81;
5. Section 319 C-1 of the Public Health Service ("PHS") Act (42 USC § 247d-3a), as amended; and
6. 2 CFR Part 200.

S. Grantee shall comply with all requirements related to purchases made with grant funds and uses of grant funds under this Grant Agreement. The requirements regarding purchases made with grant funds and uses of grant funds under this Grant Agreement include the following:

1. Grantee may not use funds for research, clinical care, fundraising activities or lobbying, construction or major renovations, reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, uniforms, buildings or real property, or funding an award to another party or provider who is ineligible.
2. Grantee may not use funds made available under this Grant Agreement to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
3. Generally, Grantee may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly justified in the budget. Grantee must initiate the purchase of all equipment approved in writing by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase equipment must be submitted to the assigned System Agency Contract Representative.
4. At the expiration or termination of this Grant Agreement for any reason, title to any remaining equipment and supplies purchased with funds under this Grant Agreement reverts to System Agency. Title may be transferred to another party at the sole discretion of System Agency. System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.
5. Grantee shall not use System Agency funds to lease buildings or real property without prior written approval from System Agency. Further, Grantee shall not use System Agency funds for the purchase of buildings or real property under any circumstance.
6. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls.
7. System Agency will monitor Grantee's expenditures on a monthly basis. If expenditures are below the amount projected in Grantee's total FY amount, Grantee's budget may be subject to a decrease for the remainder of the FY.

T. Grantee shall comply with requirements related to the cost reimbursement budget under this Grant Agreement. The cost reimbursement budget requirements include the following:

1. Grantee's approved cost reimbursement budget must document all approved and allowable expenditures.
2. Grantee shall only utilize funding under this Grant Agreement for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented in the approved cost reimbursement budget, Grantee shall notify the System Agency Contract Representative, in writing, and request approval prior to utilizing the funds. System Agency shall provide written notification whether the requested expense is approved or denied.
3. DSHS-approved budget may be revised by Grantee in accordance with the following requirements:
    a. For any transfer between budget categories, Grantee shall submit a revised Categorical Budget using the Budget Template to the DSHS Contract Representative, highlighting the areas affected by the budget transfer and written

justification for the transfer request. After DSHS review, the designated DSHS Contract Representative will provide notification of acceptance, rejection, or the need for a Contract Amendment to the Grantee by email.

b. For transfer of funds between direct budget categories, other than the 'Equipment' and 'Indirect Cost' categories, for less than or equal to a cumulative twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to the DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If a budget revision for less than or equal to the cumulative twenty-five (25) percent is approved for transfer of funds between direct budget categories, the DSHS Contract Representative will provide notification of acceptance to Grantee by email, upon receipt of which, the funds can be utilized by the Grantee.

c. For transfer of funds between direct budget categories, other than the 'Equipment' and 'Indirect Cost' categories, that cumulatively exceeds twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to the DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized until an amendment is executed by the Parties.

d. Any transfer between budget categories that includes 'Equipment' and/or 'Indirect Cost' categories must be approved by amendment to the Contract. Grantee shall submit timely written notification to the DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized until an amendment is executed by the Parties.

4. Grantee shall maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to **FSOequip@dshs.texas.gov**, with a copy to the assigned System Agency Contract Representative by email not later than October 15 of each year. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500.00 or more, but less than $10,000.00: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.

U. Grantee shall comply with the reporting requirements and due dates established in this **STATEMENT OF WORK** and **SECTION VII, REPORTING REQUIREMENTS**, of the Grant Agreement. Unless stated otherwise in this Grant Agreement, Grantee must submit the reports via Qualtrics, a web-based system, according to instructions provided by System Agency. Programmatic reports satisfy the information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072(b) and (c). The reporting requirements include the following:

1. Grantee must prepare an **Initial Work Plan** each FY and submit it to System Agency via Qualtrics, using a URL provided by System Agency. For FY2027, Grantee must submit

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the Initial Work Plan to System Agency by **July 31, 2026**. This requirement must be reviewed and approved by System Agency to receive credit.

2. Grantee must prepare and submit a self-assessment on **Capacity Indicators** each FY via Qualtrics. For FY2027, Grantee must submit the Capacity Indicators Form to System Agency by **July 31, 2026**. System Agency will provide a template to Grantee, which will identify the information that Grantee must provide in its Capacity Indicators Survey. This requirement must be reviewed and approved by System Agency to receive credit.
3. For FY2027, the Grantee must submit the **Programmatic Mid-Year Performance Report** to the System Agency by **January 31, 2027**, via Qualtrics. The System Agency will provide a template to the Grantee, which will identify the information that the Grantee must provide in its Programmatic Mid-Year Performance Report. This requirement must be reviewed and approved by System Agency to receive credit.
4. Grantee must prepare and submit a current **Multi-Year Integrated Preparedness Plan ("MYIPP")** each FY, which must include at least five (5) years of progressive exercise, planning and training, to System Agency via Qualtrics. For FY2027, Grantee must submit the MYIPP to System Agency by **May 1, 2027**. The MYIPP must be based on the results of the Grantee's training needs assessment and the evaluations of previous exercises and responses, including the After-Action Review/Improvement Plan. The MYIPP must include a description of:
    a. Summary of the MYIPP Workshop;
    b. The proposed location, month(s), and year(s) of future exercise(s);
    c. The type(s) of future exercise(s) that will take place; and
    d. The partnering entities.

    MYIPP must include one access and functional needs or underserved populations (FEMA Definition), training to support a ready responder workforce (WHF-B, AHA-G, LOC-B), and recovery operations (REC-A). This requirement must be reviewed and approved by System Agency to receive credit.
5. Grantee must prepare and submit a **Jurisdictional Risk Assessment ("JRA")** to System Agency via Qualtrics, using a URL provided by System Agency. For FY2027, Grantee must submit a Jurisdictional Risk Assessment to System Agency by **June 15, 2027**. Must include disproportionately impacted populations or access and functional needs. Previously completed JRAs can be submitted if they are not more than five (5) years old. The next JRA will be due within the next five (5) years from the submitted JRA date. This requirement must be reviewed and approved by System Agency to receive credit.
6. For FY2027, if the Grantee is located in DSHS Public Health Regions **2/3** and **4/5N**, Grantee must submit the **Jurisdictional Evaluation Tool ("JET")** to the System Agency by **June 30, 2027**. The System Agency will provide a template to the Grantee to be completed using Qualtrics. This requirement must be reviewed and approved by System Agency to receive credit. If the Grantee is Project Public Health Ready ("PPHR") accredited, they may submit supporting PPHR documentation in lieu of completing applicable sections of the JET survey, as determined by System Agency.
7. For FY2027, the Grantee must submit the **Programmatic End-of-Year Performance Report** to the System Agency by **July 30, 2027**. The System Agency will provide a template to the Grantee to identify the information that the Grantee must provide in its

Programmatic End-of-Year Performance Report. This requirement must be reviewed and approved by System Agency to receive credit.

8. Grantee must implement an exercise program to include three (3) discussion-based exercises and one (1) Functional or Full-Scale Operational Exercise over the five (5)-year Performance Period. Real world incidents can count as a full-scale exercise with prior approval from the System Agency. This includes completing After-Action Reports (AAR), Corrective Action and Improvement Plans. The exercises should utilize scenarios that meet the priority jurisdictional risks identified in the JRA. Submit the **After-Action Review/Improvement Plan ("AAR/IP")** for each exercise no later than 120 days after the exercise or thirty (30) days following the Contract expiration, via Qualtrics. This requirement must be reviewed and approved by System Agency to receive credit.
9. Grantee must submit biannual **Financial Status Reports ("FSRs)"**. Grantee's FSRs are due biannually. The first FSR is due on the last day of the month following the first FSR period. The second FSR is due on the last day of the month, thirty (30) days after the Contract end date and following the second FSR period. The first FSR, for the period July 1, 2026, through December 31, 2026, is due by **January 31, 2027**. The second FSR, for the period January 1, 2027, through June 30, 2027, is due by **July 30, 2027**. Grantee shall electronically submit FSRs to invoices@dshs.texas.gov and fsrgrants@dshs.texas.gov, with a copy to the System Agency Contract Representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of this Grant Agreement. As directed by System Agency, Grantee must submit FSR reports by mail or fax as follows:

    a. For submission by mail, use address below:
    Department of State Health Services
    Claims Processing Unit
    P.O. Box 149347, MC 1940
    Austin, TX 78714-9347

    b. For submission by fax, use the number below:
    (512) 458-7442

10. Grantee must maintain an inventory of equipment, supplies defined as "Controlled Assets" (see definition in the form titled, "DSHS Contractor's Property Inventory Report (Form GC-11)," link below), and real property. Grantee shall submit an annual cumulative report of the above-stated items on Form GC-11, located at the following URL:https://www.dshs.texas.gov/hiv-std-program/dshs-tb-hiv-std-section-thisis/contract-management-section-prevention. Grantee will submit the Form GC-11, via email, to FSOequip@dshs.texas.gov, with a copy to the System Agency Contract Representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of this Grant Agreement, no later than October 15th of each calendar year.
11. Grantee shall provide System Agency with other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Grant Agreement and to monitor compliance.
12. The Grantee must immediately notify the System Agency in writing if the Grantee is legally prohibited from providing any report required under this Grant Agreement.

II. PERFORMANCE MEASURES

A. System Agency will monitor the Grantee's performance of the requirements in this Statement of Work and compliance with the Grant Agreement's terms and conditions.

B. Grantee's failure to meet certain requirements, including, but not limited to the following, may result in the System Agency withholding a portion of the current Fiscal Year PHEP award: adherence to PHEP reporting deadlines and the capability to receive, stage, store, distribute, and dispense materiel during a public health emergency.

C. Upon request by the System Agency, the Grantee shall reasonably revise any performance measure to the System Agency's satisfaction and with the requirements outlined in this Grant Agreement.

III. INVOICE AND PAYMENT

A. Grantee shall request monthly payments by the last business day of the month following the month in which expenses were incurred and shall use the State of Texas Purchase Vouchers (Form B-13 and Form B-13A) located at https://www.dshs.texas.gov/contractor-forms. Grantee's final invoice will be due thirty (30) calendar days following the expiration date of the Grant Agreement. The System Agency will issue reimbursement payments to the Grantee monthly for reported actual cash disbursements supported by adequate documentation.

Invoice approval and payment is contingent upon receipt of adequate supporting documentation that is submitted by electronic mail to invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov, with a copy to the assigned System Agency Contract Representative identified in the Grant Agreement.

At a minimum, every invoice should include:

1. Grantee name, address, email address, vendor identification number, and telephone number;
2. DSHS Contract or Purchase Order number;
3. Identification of service(s) provided;
4. The total invoice amount; and
5. Any additional supporting documentation that is required by this Statement of Work or as requested by System Agency.

B. System Agency will pay Grantee monthly on a cost reimbursement basis and in accordance with **ATTACHMENT B.4, REVISED BUDGET** of this Grant Agreement. System Agency will reimburse Grantee only for allowable expenses incurred within the FY and in accordance with the Statement of Work.

C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall. System Agency will monitor Grantee's expenditures on a periodic basis. If expenditures are below the amount projected in Grantee's total Grant Agreement amount, Grantee's budget may be subject to a decrease for the remainder of the Grant Agreement term. Vacant positions existing after ninety (90) days may result in a decrease in

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funds. Grantee must report position vacancies to their assigned Contract Manager each month until the position is filled.

D. Grantee may request a one-time working capital advance not to exceed twelve percent (12%) of the total funds allotted per FY. All advances must be expended by the end of the FY. Advances not expended by the end of the Grant Agreement term must be refunded to the System Agency. System Agency may require the Grantee to repay all or part of advanced funds at any time during the Grant Agreement term. However, if the advance has not been repaid before the last three (3) months of the Grant Agreement term, the Grantee must deduct at least one-third (1/3) of the remaining advance from each of the last three (3) months' reimbursement requests. If the advance is not repaid prior to the last three (3) months of the Grant Agreement term, System Agency will reduce the reimbursement request by one-third (1/3) of the remaining balance of the advance.

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HEALTH AND HUMAN SERVICES
Contract Number HHS001439500038

Attachment C.3 CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. **Complete and Accurate Information**

   Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. **Public Information Act**

   Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. **Contracting Information Requirements**

   Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

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and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2063.104 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2063.104.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(a)(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2273 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot (1) contract with (a) an abortion provider or an affiliate of an abortion provider; or (b) an abortion assistance entity for the purpose of providing an abortion or abortion assistance;

or (2) contract or appropriate or spend money to provide any person logistical support for the express purpose of assisting a woman with procuring an abortion or the services of an abortion provider. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 2273 of the Texas Government Code and certifies that the contract is not a taxpayer resource transaction, appropriation, or expenditure of money prohibited by Chapter 2273 of the Texas Government Code.

39. **Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.**

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter Y, of the Texas Health and Safety Code.

40. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)**

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. **COVID-19 Vaccine Passports**

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. **Entities that Boycott Energy Companies**

Pursuant to Section 2276.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this

provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

44. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

45. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

Pursuant to Texas Government Code, Section 2063.408, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2275.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2275.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of

China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103 or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. Hardening of State Government

Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Contractor certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:

a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or

b. Listed in Section 1260H of the 2021 NDAA; or

c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or

d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

52. Artificial Intelligence Disclosure.

Contractor certifies that it has a continuing obligation to disclose in writing to System Agency each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the Contract. "Artificial intelligence system" means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. Contractor certifies that it is in compliance with all applicable laws and regulations regarding the use of artificial intelligence systems.

53. Surveillance, Intimidation, and Related Acts.

Contractor certifies that it (and its subcontractors) have not, and if awarded a contract, will not, either directly or indirectly through a third party, engage in surveillance targeting or engage in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against:

(1) a member of the state legislature or person employed to support the state legislature in any capacity;

(2) a family member of a person described by (1);

(3) a state agency employee; or

(4) an individual making a complaint or raising concerns regarding state agency operations or contracting.

Contractor certifies that it and its subcontractors have not, and if awarded a contract will not, either directly or indirectly through a third party, use private or confidential information to manipulate or influence a state contracting decision or proceeding. Contractor acknowledges that it, its executives and directors, and other associated entities and individuals could be terminated, barred from state contracts, and penalized up to $2 million for a violation of Government Code, Section 2261.302.

54. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

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55. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

56. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

57. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

58. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

59. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

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Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

Signature of Authorized Representative	**Date Signed**
Printed Name of Authorized Representative **First, Middle Name or Initial, and Last Name**	**Title of Authorized Representative**
Physical Street Address	**City, State, Zip Code**
Mailing Address, if different	**City, State, Zip Code**
Phone Number	**Fax Number**
Email Address	**DUNS Number**
Federal Employer Identification Number	**Texas Identification Number (TIN)**
Texas Franchise Tax Number	**Texas Secretary of State Filing Number**
SAM.gov Unique Entity Identifier (UEI)	

Docusign Envelope ID: 89C28E9D-AD31-856D-8296-48AD9C57740B

TEXAS
Health and Human Services

Texas Health and Human Services Commission

Cecile Erwin Young
Executive Commissioner

March 31, 2021

Ms. Katherine Wells
City of Lubbock
P.O. Box 2000
Lubbock, TX 79457-0001

Re: Declined Indirect Cost Recovery Letter
TIN 17560005906

Dear Ms. Escobedo:

The Texas Health and Humans Services (HHS) Indirect Cost Rate Group reviewed your Indirect Cost Rate Questionnaire. Your organization chose to decline the recovery of indirect costs for the Department of State Health Services (DSHS) and Health and Human Services Commission (HHSC) contracts or grant awards. Please coordinate with your contract managers to ensure your contract budgets do not include indirect costs. If any indirect costs were charged to HHS, please consult with your contract managers to determine if a refund or budget adjustment is necessary. Any costs which were reimbursed for indirect costs should be remitted to HHS.

In addition, your organization can not use any unrecovered indirect costs as cost-sharing or match on any HHS grants unless prior approval is granted by the HHS Indirect Cost Rate Group and a negotiated indirect cost rate is established.

Texas HHS requires all organizations to establish an approved rate to recover indirect costs. To establish an approved method to recover indirect costs later, submit a request to the HHS Indirect Cost Rate Group via the Subrecipient Landing Page. The approved method for indirect cost recovery includes the following:

- Request to use the de minimis
- Submit a federally or state approved indirect cost rate
- Negotiate a rate with the HHS Indirect Cost Rate Group or your Cognizant Agency

If you have additional questions, please send an email to the subrecipientmailbox@hhsc.state.tx.us or submit a Technical assistance request via the Subrecipient Landing Page.

Thank You,

Docusign Envelope ID: 89C28E9D-AD31-856D-8296-48AD9C57740B

Sincerely,

Christina Lundy | Federal Funds Manager
Health and Human Services Commission
1100 West 49th Street | Austin, Texas 78754
Office: (512) 776-2326 | Cell: (512) 938-9634
Christina.lundy@hhs.texas.gov

docusign

Certificate Of Completion

Envelope Id: 89C28E9D-AD31-856D-8296-48AD9C57740B
Status: Sent
Subject: $1,440,080.00, HHS001439500038, City of Lubbock, A6, CPS/PHEP
Source Envelope:
Document Pages: 34
Signatures: 0
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
CMS Internal Routing Mailbox
11493 Sunset Hills Road
#100
Reston, VA 20190
CMS.InternalRouting@dshs.texas.gov
IP Address: 167.137.1.15

Record Tracking

Status: Original
10/2/2026 12:52:34 PM
Holder: CMS Internal Routing Mailbox
CMS.InternalRouting@dshs.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Amber Aguilar aaguilar@mylubbock.us Senior Grant Accountant Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 10/2/2026 1:06:46 PM
Mark McBrayer mmcbrayer@mylubbock.us City of Lubbock Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 10/2/2026 1:06:45 PM
Helen (Gina) Whittington helen.whittington@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Patty Melchior Patty.Melchior@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Christy Havel-Burton Christy.HavelBurton@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Rodolfo Mata Rodolfo.mata@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/2/2026 1:06:44 PM
Rachel Dolan rdolan@mylubbock.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/2/2026 1:06:46 PM Viewed: 10/2/2026 1:51:54 PM
CMS Inbox cmucontracts@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	10/2/2026 1:06:44 PM
Payment Events	**Status**	**Timestamps**

AI# 14675
Regular City Council Meeting **5. 16.**
11/03/2026:

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Community Development Block Grant Funding Agreement 20003, and all related documents, by and between the City of Lubbock, Community Development and Family Promise of Lubbock.

Item Summary

Grantee: Family Promise of Lubbock

Program: CDBG Public Facility Improvement

Funding Source: Community Development Block Grant (CDBG)
HUD Grant funding CDBG is administered by the U.S. Department of Housing & Urban Development (HUD).

Use of Funds: CDBG funds will be used to supplement the rehabilitation costs of a Non-Congregate Shelter (NCS) located at 2613 24th Street, to benefit families with children experiencing homelessness and who meet one or more criteria for Qualifying Populations (QPs)

Community Development & Services Board (CDSB) at their regular board meeting September 9, 2026, approved allocation to Family Promise for the above-mentioned Use of Funds.

Fiscal Impact

There is no fiscal impact to the General Fund. The funds used originate from HUD. The maximum allocation is $300,000.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Karen Murfee, Community Development Director

Attachments

Resolution
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, Community Development Block Grant Funding Agreement, Contract 20003, between the City of Lubbock and Family Promise of Lubbock, Inc., to support a Public Facility Improvement Project to benefit families with children experiencing homelessness, and all 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:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Rachael Blansett, Assistant City Attorney

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK
AND
FAMILY PROMISE OF LUBBOCK, INC.

This Community Development Block Grant Funding Agreement (the "Agreement"), Contract No. 20003 is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the "City") and FAMILY PROMISE OF LUBBOCK, INC. (the "Subrecipient"), (each a "Party," and collectively the "Parties") acting by and through the Parties' representative officers and officials and is hereby entered into by the Parties on this _____ day of _____, 2026 (the "Effective Date").

RECITALS

WHEREAS, the Subrecipient is obligated to do and perform certain services in its undertaking of a Community Development Block Grant (CDBG) Project pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the Subrecipient operates a non-profit center offering services to individuals and families throughout the City of Lubbock; and

WHEREAS, the Subrecipient and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.200(a) and 24 CFR 570.201; and

WHEREAS, under 24 CFR 570.201(c), the Subrecipient proposes to utilize CDBG funds to supplement the rehabilitation costs of a Non-Congregate Shelter (NCS) located at 2613 34th Street in Lubbock to benefit families with children experiencing homelessness and who meet one or more criteria for Qualifying Populations (QPs) under the HUD HOME-ARP Program, as defined in HUD Notice CPD-21-10 (the "Project"); and

WHEREAS, the Project is located within the city limits of Lubbock, Texas to which the City Council of the City of Lubbock (the "City Council") has declared the Subrecipient's intended use of the facility to be a valid public purpose; and

WHEREAS, the accomplishment of this declared public purpose is the predominant purpose of this Agreement; and

WHEREAS, the continuing supervision by the City with statutory and contractual requirements provide sufficient assurance that the public purpose of this Agreement will be accomplished; and

WHEREAS, the City Council has found that the Subrecipient has the special expertise, knowledge, and experience necessary for the operation of the Project; and, that the City will receive adequate consideration in the form of substantial public benefit; and **NOW, THEREFORE:**

THE PARTIES, FOR GOOD AND VALUABLE CONSIDERATION, AGREE AS FOLLOWS:

AGREEMENT

I. TERMS OF THE AGREEMENT

A. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed the sum of **Three Hundred Thousand Dollars ($300,000.00)** to support a Public Facility Improvement Project set forth in this Agreement as consideration of said funds to renovate a Non-Congregate Shelter.

B. The Terms of this Agreement shall **commence on the Effective Date and** terminate on **September 1, 2027**, by which all funds must be expended under this Agreement. The Project is considered complete when all construction has been completed and the Subrecipient is able to commence activities benefitting low to moderate-income persons and families.

C. The City has completed an Environmental Review Record (ERR) for this Project pursuant to 24 CFR 58. The Project is exempt under 24 CFR 58.34; therefore, the Subrecipient is authorized to carry out the Project as described in this Agreement without formal consultation or mitigation.

D. The City's obligation to provide funding under this Agreement is contingent upon the City's actual receipt of adequate funds from HUD. If adequate funds are not made available or are reduced, the City will notify the Subrecipient in writing within a reasonable timeframe. Upon such notice, the City may terminate this Agreements, and the City shall not be liable for any damages or funding obligations beyond funds previously disbursed and earned under this Agreement.

E. The expenditure of CDBG funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this Agreement, it is understood and agreed by the Subrecipient that **the Project will be completed by September 1, 2027,** and the Subrecipient will make every effort to ensure that the Project will not be delayed. Failure to meet deadlines can result in cancellation of this agreement and the revocation of CDBG funds. The Subrecipient may request an extension of this deadline in writing, by submitting information about the status of the project, steps being taken to overcome any obstacles to completion, proof of adequate funding to complete the project, and a schedule with milestones for completion of the project.

F. The Project is funded in part by HOME-ARP and is subject to a federal Restricted Use Period of ten (10) years following Project completion. Throughout this period, the Subrecipient must ensure continuous compliance with all HOME-ARP program requirements. For Non-Congregate Shelter (NCS) activities, this includes maintaining required ongoing property standards, ensuring occupants meet one or more criteria for Qualifying Populations—specifically families with children experiencing homelessness—and adhering to all applicable HUD admission, operational, and record-keeping mandates.

G. Since it is mutually agreed that time is of the essence in regard to this Agreement, the Subrecipient shall cause appropriate provisions to be inserted in all contracts or subcontracts

relative to the work tasks required by this Agreement, in order to ensure that the project will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City against the Subrecipient and its successors and assigns to the Project or any part thereof or any interest therein.

H. In the event the Subrecipient is unable to meet the above schedule or complete the above services because of delays resulting from natural or man-made emergencies and disasters untimely review and approval by the City and other governmental authorities having jurisdiction over the project, or other delays that are not caused by the Subrecipient, the City shall grant a reasonable extension of time for completion of the Work. It shall be the responsibility of the Subrecipient to notify the City promptly in writing whenever a delay is anticipated or experienced, and to inform the City of all facts and details related to the delay.

I. For purpose of complying with this Agreement, completion shall mean that all necessary construction work has been completed and the project has been determined to be complete and ready for NCS activities to commence.

II. PROJECT IMPLEMENTATION AND COMPLIANCE

The Subrecipient, in close coordination with the City, shall perform all professional services (the "Work") necessary to complete the construction of the Project in full compliance with the Terms of the Agreement.

A. Scope of Work

Funding under this Agreement will support the renovation and rehabilitation of the NCS facility which will provide safe, family centered temporary housing and supportive services for families with children experiencing homelessness.

B. Contact Information

City	*Subrecipient*
Community Development	Family Promise of Lubbock, Inc.
Karen Murfee, Director	Monica Martin, Executive Director
PO Box 2000	PO Box 1258
Lubbock, TX 79457	Lubbock, TX 79408
(806) 775-2296	(806) 744-5035
kmurfee@mylubbock.us	monica.martin@familypromiselubbock.org

C. The City's Responsibilities

1. The City shall not be liable to the Subrecipient for any cost incurred by the Subrecipient which has been paid, subject to be paid, reimbursed, or subject to reimbursement by the Subrecipient with any funding source other than CDBG funding under this Agreement.
2. The City shall not be liable for any cost incurred by the Subrecipient which is not an allowable cost as set forth in this Agreement and per regulations under 24 CFR 570.207.

3. The City shall not be liable to the Subrecipient for any cost incurred by the Subrecipient or for any performance rendered by the Subrecipient which is not strictly in accordance with the Terms of this Agreement.

4. The City shall not be liable for costs incurred by the Subrecipient unless the Subrecipient submits a Request for Reimbursement (RFR) to the City within sixty (60) days following the termination of this Agreement.

5. The City shall not be liable for any cost incurred or performance rendered by the Subrecipient prior to the commencement date or after the termination date of this Agreement, excluding submission of the final RFR as described in Section II.C.4.

6. Pursuant to 2 CFR 200.332 and 24 CFR 570.501(b) the City, as the Recipient of federal grant funds, shall review and approve the construction project's Scope of Work prior to the commencement of any work. Subsequently, the City shall inspect all work as described in the Scope of Work to verify completion and compliance before any reimbursement of funds is approved under this Agreement, pursuant to 2 CFR 200.332 and 24 CFR 570.501(b).

7. In accordance with 24 CFR 570.508, notwithstanding 2 CFR 200.337, the City shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality.

D. The Subrecipient's Responsibilities

1. The Subrecipient will be responsible for administering the Project in a manner satisfactory to the City and in compliance with this Agreement and with any and all statutory standards related to the Funding.

2. The Subrecipient certifies that all of its activities carried out under this Agreement will comply with federal regulations governing CDBG and HOME-ARP grant-funded programs including 2 CFR Part 200, 24 CFR Part 570, 24 CFR Part 92 and HUD Notice CPD-2110. The Subrecipient explicitly agrees to repay the City any and all Funding disbursed for activities or costs that HUD or the City determines do not comply with these regulations.

3. The Subrecipient shall perform all activities related to the Project in strict accordance with the project budget, all applicable laws and regulations, and all assurances, certifications, terms, and requirements set forth in this Agreement.

4. The Subrecipient shall submit to the City, upon request, any and all reports, documents, or information on the Subrecipient's performance of the Funding or the Project under this Agreement.

5. In addition to the limitations on liability specified in this Agreement, the Parties expressly agree that if the Subrecipient fails to submit any requested reports, documents, or information in a timely and satisfactory manner, the City may, at its sole discretion, withhold all or any portion of the Funding. The City shall provide written notice to the Subrecipient of its decision to withhold funds and the reasons for doing so. Any Funding withheld under this paragraph may be retained by the City until the Subrecipient fulfills the outstanding obligations to the City's satisfaction.

6. The Subrecipient shall refund the City any Funding that the City determines was overpaid, or that was not spent strictly in accordance with the terms of this Agreement. The Subrecipient must issue this refund within thirty (30) working days of the City's written request.

7. The Subrecipient agrees that any interests or assets obtained with the Funding shall revert back to the City in the event that the Subrecipient dissolves, files for bankruptcy, or goes out of business for any reason.

E. Subrecipient's Match

The Subrecipient must provide Match for 25% or more of the total CDBG Funding under this agreement from non-federal sources. Matching funds may include cash or in-kind donations, donated voluntary labor, donated professional services, donated supplies or materials, or other non-federal grant funds.

F. National Objective

The Subrecipient agrees that all activities funded with CDBG and carried out under this Agreement will benefit low to moderate-income persons, meeting the National Objective of benefitting **Low to Moderate Income Limited Clientele (LMC)** as defined in 24 CFR 570.208(a)(2). Specifically, the Subrecipient shall document that the facility exclusively serves homeless personas as a presumed benefit population.

G. Monitoring and Compliance Period

In accordance with CDBG regulations at 24 CFR 570.501(b) and HUD CPD Notice 21-10 (HOME-ARP), the City will monitor the Subrecipient's performance under this Agreement to ensure strict compliance with all applicable federal laws, regulations, and funding terms. Because this project is funded in part with HOME-ARP resources, it is subject to a mandatory **ten (10) year minimum use period** starting from the date of project completion. Monitoring will be executed in two distinct phases:

1. *Construction Phase Oversight:*

   Rehabilitation construction activities will be monitored on-site by a Construction Inspection Specialist (the "Inspector") from the City of Lubbock Community Development Department to verify that:

   - The project is progressing at an acceptable rate;
   - An on-site supervisor or project manager is present;
   - The project complies with all applicable building codes and safety regulations;
   - Workers are present and have submitted Section 3 worker certification forms; and
   - Weekly Davis-Bacon prevailing wage reports are submitted containing original signatures directly to the City during all active construction.

2. *Post- Construction Reporting:*

   The City will conduct regular desk reviews and annual on-site monitoring for the ten-years immediately following project completion to ensure the facility continues to operate

strictly as a NCS, individuals served meet the criteria for HOME-ARP QPs, and the building is in compliance with all building codes and safety regulations. Any unauthorized conversion or use of the facility during the 10-Year Restricted Use Period shall constitute a material breach of this Agreement and may trigger full repayment of the Funding.

III. BUDGET

The Funding made available to the Subrecipient under this Agreement shall be specifically drawn from the source listed in this section (the "Budget"). In the budget listed below, the program year of the HUD allocation to the City is listed to the left of the Funding Source for the amount allocated and made available to the Subrecipient for the Project under this Agreement. The Funding made available to the Subrecipient under this Agreement shall be directly linked to the specific funding and amount stated in Section I.A. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.

Program Year	Funding Source	Project Allocation
2025	CDBG	$300,000.00

IV. PAYMENT

All payments to the Subrecipient will be based on the receipt of a reimbursement request for costs incurred and paid by the Subrecipient.

A. Payment requests must be submitted with back-up documentation including invoices or billing statements and documentation that payment was made for the expense. Additional documentation must be submitted for CDBG program compliance including, but not limited to, inspections, photos, and Davis Bacon wage reports for Section 3 reporting.

B. For Construction projects, payments to the Subrecipient will be reimbursed as the Project progresses and may be paid based on the percent of project completion or as costs are incurred by the Subrecipient.

C. The Subrecipient may request reimbursement for eligible expenses, which shall be made against the budget specified in Section III above and in accordance with the Uniform Administration Requirements at 2 CFR Part 200.

V. SPECIAL CONDITIONS Reserved.

VI. GENERAL CONDITIONS

A. General Compliance

1. The Subrecipient agrees to comply with the requirements of 24 CFR Part 570 (the HUD regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations; except that: (1) the Subrecipient does not assume the City's environmental responsibilities described in 24 CFR 570.604; and, (2) the Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

2. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the CDBG Funding provided under this Agreement. The Subrecipient further agrees to utilize the CDBG Funding under this agreement to supplement the Project funded in part with HOME-ARP.

3. The Subrecipient shall comply with all the Housing and Community Development Act of 1974 (the "HCD Act"), the American Rescue Plan Act of 2021 (Public Law 117-2), and all applicable federal laws, rules, regulations, guidelines, and notices released by federal agencies relating to CDBG and HOME-ARP funding. These include, but are not limited to, the following cross-cutting requirements:

   a. General Program & Administrative Requirements

      i. CDBG regulations at 24 CFR Part 570
      ii. HOME-ARP governing notice HUD Notice CPD 21-10
      iii. Uniform Administrative Requirements at 2, CFR Part 200
      iv. HCD Act Statutory Provisions including Section 104(b) and 109 of the Housing and Community Development Act of 1974

   b. Labor Standards and Economic Opportunity
      i. Prevailing Wage Rates per Davis-Bacon Act at 40 U.S.C. 3141-3148
      ii. Overtime Standards per the Contract Work Hours and Safety Standards Act at 40 U.S.C. 3701-3708
      iii. Anti-Kickback Protections under the Copeland Anti-Kickback Act at 18 U.S.C. 874 and 40 U.S.C. 3145
      iv. Economic Opportunities for LMI persons under 24 CFR Part 75 (Section 3)

   c. Civil Rights, Fair Housing, and Accessibility
      i. Nondiscrimination in Federal Programs under Title VI of the Civil Rights Act of 1964, implemented at 24 CFR Part 1
      ii. Fair Housing Act under 42 U.S.C. 3601-3619 and Executive Orders 11375 and 12086, implement at 24 CFR 107
      iii. Equal Opportunity in Employment under Executive orders 11375 and 12086
      iv. Minority & Women Business Enterprises established at 24 CR 570.904 and 2 CFR 200.321
      v. Disability Access & Nondiscrimination under Section 504 of the Rehabilitation Action of 1973, implemented at 24 CFR Part 8 and UFAS
      vi. Age Nondiscrimination under the Age Discrimination Act of 1975, implemented at 24 CFR 146

   d. Environmental, Displacement, and Property Standards
      i. Environmental Review Procedures at 24 CFR 58 and NEPA Policy Act of 1969
      ii. Relocation & Acquisition under 49 CFR 24
      iii. Lead-Based Paint Hazards at 24 CFR 35, subparts A,B,J,K, and R
      iv. HUD Environmental Standards at 24 CFR Part 51
      v. Flood Disaster Protection Act of 1973
      vi. Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR 39
      vii. Historic Preservation Act of 1966, as amended, and related laws and Executive Orders

B. "Independent Contractor"

Nothing contained in this Agreement is intended, or shall be construed in any manner, to create or establish the relationship of employer and employee between the Parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, medical insurance, and Workers' Compensation insurance as the Subrecipient is an independent contractor.

C. Indemnity and Release

1. THE SUBRECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY, AND THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, LOSSES, ATTORNEY FEES, EXPENSES, COSTS, ACTIONS, PROCEEDINGS OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED, IN ANY WAY, MANNER, OR FORM, TO THE SUBRECIPIENT'S OBLIGATIONS AND ACTIVITIES CONTEMPLATED HEREUNDER.
2. THE INDEMNITY AND RELEASE OBLIGATION OF THE SUBRECIPIENT PROVIDED HEREIN SHALL BE ABSOLUTE, UNCONDITIONAL AND SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

D. Right to Exercise

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.

E. Workers' Compensation

If applicable, the Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or or undue physical damage, and as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

G. Subrecipient Recognition

The City shall ensure recognition of the role of the Subrecipient in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be

prominently labeled as to the Funding source. In addition, the Subrecipient will include a reference to the Funding in all publications made possible under this Agreement.

H. Amendments

1. The City or the Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both Parties, and approved by the City Council. Such amendments shall neither invalidate this Agreement nor relieve or release the City or the Subrecipient from its obligations under this Agreement.

2. The City may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies, and available funding amounts, or for any other reason. If such amendments result in a change in the Funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

I. Suspension or Termination

1. In accordance with 2 CFR Part 200 either Party may terminate this Agreement for convenience by giving written notice to the other Party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial termination of this Agreement may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the City, become the property of the City, and the Subrecipient shall be entitled to receive just and equitable compensation for any work completed on such documents or materials prior to the termination.

2. The City may terminate this agreement if the Subrecipient fails to comply with any terms of this Agreement, whole or in part which include (but are not limited to) the following:

    a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders and HUD guidelines, policies or directives as may become applicable at any time;

    b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

    c. Ineffective or improper use of CDBG funds provided under this agreement; or

    d. Submission by the Subrecipient to the City of reports that are incorrect or incomplete in any material respect.

3. The City may suspend or terminate this Agreement if the City reasonably believes that the Subrecipient is in noncompliance with any requirement of this Agreement, then the City may withhold up to fifteen percent (15%) of the Funding until such time as the Subrecipient is found to be, or is otherwise adjudicated, to be in compliance.

4. The City may terminate this Agreement in the event of an emergency or disaster, whether, an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to the Subrecipient. Any expenditure incurred prior to receiving notice

will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by the Subrecipient.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. *Accounting Standards.* The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred under this Agreement.

2. *Cost Principles.* The Subrecipient shall administer its Project in conformance with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards", which shall be applied to all direct or indirect costs incurred by the Subrecipient under this Agreement.

B. Documentation and Record-Keeping

1. *Records to be Maintained.* The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

   a. Records demonstrating that each activity meets one of the National Objectives of CDBG under 24 CFR 570.208, benefiting low to moderate income (LMI) persons or, low to moderate income area (LMA) by census tracts;
   b. Records required to determine the eligibility category under 24 CFR 570.201;
   c. Financial records as required by 24 CFR Part 570.502 and 2 CFR Part 200;
   d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
   e. Records documenting compliance with the fair housing and equal opportunity components of CDBG;
   f. Other records necessary to document compliance with Subpart K or 24 CFR Part 570.

2. *Retention.* The Subrecipient shall retain all financial records, supporting documents and all records pertinent to the Agreement, including but not limited to client data of no less than five (5) years.

   a. The retention period begins on the date of the submission of the City's Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which activities assisted under this Agreement are reported, shall be retained for a period no less than five (5) years after the date of submission.
   b. Under this Agreement, Financial records documenting expenditures shall be retained for a period of five (5) years after the termination of all activities funded under this Agreement.
   c. Records for non-expendable property acquired with the Funding shall be retained for five (5) years after final disposition of such property.
   d. Records for any displaced person must be kept for five (5) years after the displaced person has received final payment.

e. Records pertaining to any litigation, claim, audit, negotiation or other action that involves any of the records cited herein and that has started before the expiration of the five (5) year period, then such records must be retained until the completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

f. Records pertaining to bids, applications, or other documents that were denied, not selected, or otherwise not funded in whole or in part with federal grant funds must be retained for three (3) years after the termination of activities funded under this Agreement.

3. *Client Data.* The Subrecipient shall maintain client data that demonstrates its client eligibility for the Funding and services provided under this Agreement for five years after the date of submission of the CAPER to HUD by the City. Such data shall include but not be limited to: client name or identifier; client address; client income level, race, ethnicity or other determination of client eligibility; and, a description of the service provided to the client related to this Agreement. Such information shall be made available to the City or it's designees for review upon request.

4. *Disclosure.* The Subrecipient understands that client information collected under this Agreement is private, and the use or disclosure of such information, when not directly connected with the administration of the City or Subrecipient's responsibilities related to this Agreement, is prohibited unless written consent is obtained from such client receiving service(s) and in the case of a minor, that of a responsible parent or guardian, unless otherwise required by law.

5. *Property Records.* The Subrecipient shall maintain a real property inventory that clearly identifies any property purchased, improved, or sold under this Agreement or that is related to the Funding. Any such property shall throughout the Term remain in compliance with all eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Part 570.503(b)(7).

6. *Close-Outs.* The Subrecipient's obligation to the City under this Agreement shall not end until all close-out requirements under this Agreement are completed pursuant to applicable Federal regulations and law. Activities during this close-out period shall include but are not limited to making final payments; disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City); final close-out reports; and, determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control of the CDBG funds, including program income.

7. *Audits & Inspections.* All records related to this Agreement shall be made available during normal business hours, as often as necessary, to the City, HUD, the Comptroller General of the United States, or their authorized designees. These entities possess the right to monitor, audit, examine, and make excerpts or transcripts of any data relevant to this Agreement. The Subrecipient shall fully clear any deficiencies noted in an audit or monitoring report within thirty (30) days after the Subrecipient receives such report. Failure to comply with these requirements constitutes a violation of this Agreement and may result in the withholding of Funding. Additionally, the Subrecipient agrees to obtain an annual audit in accordance with City policy and, if the applicable federal expenditure thresholds are met, a Single Audit pursuant to 2 CFR Part 200.

C. Reporting and Payment Procedures

1. *Payment Procedures.* The City will pay to the Subrecipient Funds based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning the Payments. Payment will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in the Subrecipient's accounts. In addition, the City reserves the right to liquidate any part of the Funding for costs incurred by the City on behalf of the Subrecipient.

2. *Performance and Financial Reports.* Upon completion of all construction, the Subrecipient will submit to the City, monthly reports and narratives detailing performance, accomplishments, and demographics for each month as they pertain to the Public Service Activity supported by completion of the Project by the tenth (10^{th}) day of each month. Monthly reporting will be required for one year after project completion.

3. *Program Income.* The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

D. Procurement

Compliance. The Subrecipient shall comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and the City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property procured with CDBG funds. All assets purchased with Funding under this Agreement, including unexpended program income, property, or equipment, shall revert to the City upon the termination of this Agreement.

1. *CFR Standards.* Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.

2. *Travel.* The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area that is financed in any way through the Funding under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR Part 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the City all CDBG funds on hand and any accounts receivable attributable to the use of the Funding under this Agreement at the time of expiration, cancellation, or termination of this Agreement.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with the Funding in excess of twenty-five thousand dollars ($25,000) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR Part 570.208 until five (5) years after the expiration of this Agreement, or such longer period of time as the City deems appropriate. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, then the Subrecipient shall pay to the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period, or such longer period of time as the City deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with the Funding under this Agreement is sold, the proceeds shall be program income to reflect the extent to that funds received under this Agreement were used to acquire the equipment. Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program, or (b) retained after compensating the City for an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and, the requirements in 570.606(d) governing optional relocation policies. The City may preempt the optional policies. The Subrecipient shall provide relocation assistance to persons, families, individuals, businesses, nonprofit organizations, and farms that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with all applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. *Compliance.* The Subrecipient agrees to comply, and to require its subcontractors to comply, with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive

Order 11063; and, with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, 12086.

2. *Nondiscrimination.* The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR Part 570.607, as revised by Executive Order 13279. The applicable non-discrimination provision in Section 109 of the HCDA are still applicable. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital or familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. *Land Covenants.* This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. l. 88-352) and 24 CFR 570.601-602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the Project assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. *Section 504.* The Subrecipient agrees to comply with any Federal regulations issued pursuant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with the regulations in force during the term of this Agreement.

5. *Reports.* The Subrecipient shall maintain a report that documents the race and ethnicity of its employees. The Subrecipient shall provide the City a copy with said report upon execution of this Agreement.

6. *Policies.* The Subrecipient shall maintain current copies of its fair housing and equal opportunity policies. The Subrecipient shall provide a copy of said policies to the City immediately upon request.

B. Affirmative Action

Approved Plan. The Subrecipient agrees they shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. If the Subrecipient receives Federal funds

through the City, then the Subrecipient shall be required to develop a written Affirmative Action Program to ensure that equal opportunity is provided in all aspects of its employment.

1. *Women- and Minority-Owned Business (W/MBE).* The Subrecipient will use its best efforts to afford small businesses, minority- and women-owned business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. The terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C 632), and "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of the term "minority group members" means Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority- and women-owned business enterprises in lieu of an independent investigation.

2. *Access to Records.* The Subrecipient shall furnish and cause any subcontractor to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

3. *Notifications.* The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. *Subcontract Provisions.* The Subrecipient will include the provisions of the Civil Rights and Affirmative Action sections of this Agreement, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each Subrecipient or subcontractor.

C. Employment Restrictions

1. *Prohibited Activity.* The Subrecipient is prohibited from using the Funding provided herein or personnel employed in the administration of the Project for political activities, inherently religious activities; sectarian activity, religious activity, lobbying, political patronage, or nepotism.

2. *Labor Standards.*

   a. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*), the Copeland "Anti-Kickback" Act (18 U.S.C. 874 *et seq.*) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor Act at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

b. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of two thousand dollars ($2,000) for construction, renovation, or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. Fraud, Waste, and Abuse Reporting Requirements

1. Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in writing, any violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Such disclosures must be made to the Federal awarding agency or the City in a timely manner. The Subrecipient acknowledges that failure to make required disclosures may result in remedies described under 2 CFR 200.339, including suspension and debarment.

2. The Subrecipient shall ensure that all relevant staff and contractors are aware of and comply with this reporting requirement.

E. **"**Section 3" Clause

1. *Compliance.* Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement, and binding upon the City, the Subrecipient and any of Subrecipient's contractors and subcontractors. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

2. *"Section 3" Paragraph.* The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> *"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 (of the Housing and Urban Development Act of 1968), as amended, (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."*

3. *Training & Employment.* The Subrecipient will ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the Project is located. Where feasible, the Subrecipient agrees that priority should

be given to low- and very low-income persons within the service area of the Project or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs.

4. *Award of Contracts.* The Subrecipient agrees to award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the Project is located. Where feasible, the Subrecipient agrees that priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs.

5. *Notifications.* The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

6. *Subcontracts.* The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not allow any subcontract unless the entity provides a preliminary statement of ability to comply with the requirements of this Agreement and all other applicable law.

F. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City. Claims for money due or to become due to the City from the Subrecipient under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

G. Subcontracts

1. *Approvals.* The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such subcontract.

2. *Monitoring.* The Subrecipient will monitor the performance of all subcontracted services on a regular basis. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Substandard performance as determined by the Subrecipient or the City will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable time after being notified, Agreement suspension or termination will take place.

3. *Content.* The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4. *Selection Process.* The Subrecipient shall insure that all subcontracts entered into in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

5. *Suspension and Debarment.* The Subrecipient shall not enter into any subcontracts with an agency, business, or individual that has been suspended, debarred, or otherwise excluded from Federal grants. The Subrecipient shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any of the Funding to a subcontract.

H. Hatch Act

The Subrecipient agrees that no Funding or personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

I. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include but are not limited to:

1. The Subrecipient shall maintain a written code of conduct to govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

2. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (l) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

J. Lobbying

The Subrecipient hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. It will require that the language of Article 10.D.2 of this Agreement be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements, and that all Subrecipients shall certify and disclose accordingly.

K. Lobbying Certification

Any person who fails to file the required certification imposed by section 1352, Title 31, U.S.C. shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure. Submission of such certification is a prerequisite for making or entering into this Agreement, and the certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

L. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for government purposes.

M. Religious Organization

The Subrecipient agrees that the Funding provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- National Environmental Policy Act, 42 U.S.C. Part 55;
- Clean Air Act, 42 U.S.C., 7401, *et seq.*; and
- Federal Water Pollution Control Act, as amended; 33 U.S.C. 1251, *et seq.*, as amended; 1318 relating to inspection, monitoring, entry, reports, and information; other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued

thereunder; and Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that, for activities located in an area identified by Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint.

Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Asbestos

The Subrecipient agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61.

E. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Subrecipient's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Subrecipient to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient, and any Subrecipient, with respect to this Agreement.

IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED AND ENTER INTO THIS AGREEMENT ON THE EFFECTIVE DATE.

[Signature Page to Follow]

SIGNATURES

CITY OF LUBBOCK

Mark W. McBrayer, Mayor

FAMILY PROMISE OF LUBBOCK, INC.

Monica Martin, Executive Director

Gene Sheets, Board President

Federal ID: 75-2758106

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Karen Murfee, Community Development Director

APPROVED AS TO FORM:

Rachael Blansett, Assistant City Attorney

AI# 14676
Regular City Council Meeting **5. 17.**
11/03/2026:

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Community Development Block Grant Funding Agreement 20004, and all related documents, by and between the City of Lubbock, Community Development and Catholic Charities Diocese of Lubbock, Inc.

Item Summary

Grantee: Catholic Charities Diocese of Lubbock, Inc.

Program: CDBG Public Facility Improvement

Funding Source: Community Development Block Grant (CDBG) HUD Grant funding
CDBG is administered by the U.S. Department of Housing & Urban Development (HUD).

Use of Funds: CDBG funds will be used for reconstruction and resurfacing of a public parking lot located at 102 Ave. J, Lubbock TX, 79401, which will improve traffic management, increase participant safety, enhance accessibility for vulnerable populations, and allow the organization to serve the community more efficiently.

Community Development & Services Board (CDSB), at their regular board meeting September 9, 2026, approved allocation to Catholic Charities Diocese of Lubbock Family Promise for the above-mentioned Use of Funds.

Fiscal Impact

There is no fiscal impact on the General Fund. The funds used originate from HUD. The maximum allocation is $170,000.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Karen Murfee, Community Development Director

Attachments

Resolution
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, Community Development Block Grant Funding Agreement, Contract 20004, between the City of Lubbock and Catholic Charities Diocese of Lubbock, Inc., to support a Public Facility Improvement Project for reconstruction and resurfacing of a public parking lot, and all 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:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Rachael Blansett, Assistant City Attorney

ccdocsII/RES.CDBG Funding Agreement 20004 Catholic Charities Diocese
10.12.26

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK
AND
CATHOLIC CHARITIES DIOCESE OF LUBBOCK, INC.

This Community Development Block Grant Funding Agreement (the "Agreement"), Contract No. 20004 is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the "City") and CATHOLIC CHARITIES DIOCESE OF LUBBOCK, INC. (the "Subrecipient"), (each a "Party," and collectively the "Parties") acting by and through the Parties' representative officers and officials and is hereby entered into by the Parties on this ____ day of _____, 2026 (the "Effective Date").

RECITALS

WHEREAS, the Subrecipient is obligated to do and perform certain services in its undertaking of a Community Development Block Grant (CDBG) Project pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the Subrecipient operates a non-profit center offering services to individuals and families throughout the City of Lubbock; and

WHEREAS, the Subrecipient and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.200(a) and 24 CFR 570.201; and

WHEREAS, under 24 CFR 570.201(c), the Subrecipient proposes to utilize CDBG funds for reconstruction and resurfacing of a public parking lot located at 102 Ave. J, Lubbock TX, 79401, which will improve traffic management, increase participant safety, enhance accessibility for vulnerable populations, and allow the organization to serve the community more efficiently (the "Project"); and

WHEREAS, the Project is located within the city limits of Lubbock, Texas to which the City Council of the City of Lubbock (the "City Council") has declared the Subrecipient's intended use of the facility to be a valid public purpose; and

WHEREAS, the accomplishment of this declared public purpose is the predominant purpose of this Agreement; and

WHEREAS, the continuing supervision by the City with statutory and contractual requirements provide sufficient assurance that the public purpose of this Agreement will be accomplished; and

WHEREAS, the City Council has found that the Subrecipient has the special expertise, knowledge, and experience necessary for the operation of the Project; and, that the City will receive adequate consideration in the form of substantial public benefit; and **NOW, THEREFORE:**

THE PARTIES, FOR GOOD AND VALUABLE CONSIDERATION, AGREE AS FOLLOWS:

AGREEMENT

I. TERMS OF THE AGREEMENT

A. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed the sum of **One Hundred Seventy Thousand Dollars ($170,000.00)** to support a Public Facility Improvement Project set forth in this Agreement as consideration of said funds to reconstruct and resurface a public parking lot.

B. The Terms of this Agreement shall **commence on the Effective Date and** terminate on **September 1, 2027**, by which all funds must be expended under this Agreement. The Project is considered complete when all construction has been completed and the Subrecipient is able to commence operations.

C. The City has completed an Environmental Review Record (ERR) for this Project pursuant to 24 CFR 58.35(a). The Project is determined to be exempt under 24 CFR 58.34(a)(12); therefore, the Subrecipient is authorized to carry out the Project as described in this Agreement without formal consultation or mitigation.

D. The City's obligation to provide funding under this Agreement is contingent upon the City's actual receipt of adequate funds from HUD. If adequate funds are not made available or are reduced, the City will notify the Subrecipient in writing within a reasonable timeframe. Upon such notice, the City may terminate this Agreements, and the City shall not be liable for any damages or funding obligations beyond funds previously disbursed and earned under this Agreement.

E. The expenditure of CDBG funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this Agreement, it is understood and agreed by the Subrecipient that **the Project will be completed by September 1, 2027,** and the Subrecipient will make every effort to ensure that the Project will not be delayed. Failure to meet deadlines can result in cancellation of this agreement and the revocation of CDBG funds. The Subrecipient may request an extension of this deadline in writing, by submitting information about the status of the project, steps being taken to overcome any obstacles to completion, proof of adequate funding to complete the project, and a schedule with milestones for completion of the project.

F. Since it is mutually agreed that time is of the essence in regard to this Agreement, the Subrecipient shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this Agreement, in order to ensure that the project will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City against the Subrecipient and its successors and assigns to the Project or any part thereof or any interest therein.

G. In the event the Subrecipient is unable to meet the above schedule or complete the above services because of delays resulting from natural or man-made emergencies and disasters untimely review and approval by the City and other governmental authorities having jurisdiction over the project,

or other delays that are not caused by the Subrecipient, the City shall grant a reasonable extension of time for completion of the Work. It shall be the responsibility of the Subrecipient to notify the City promptly in writing whenever a delay is anticipated or experienced, and to inform the City of all facts and details related to the delay.

H. For purpose of complying with this Agreement, completion shall mean that all necessary construction work has been completed and the project has been determined to be complete and ready for public service activities to commence.

II. PROJECT IMPLEMENTATION AND COMPLIANCE

The Subrecipient, in close coordination with the City, shall perform all professional services (the "Work") necessary to complete the construction of the Project in full compliance with the Terms of the Agreement.

A. Scope of Work

Funding under this Agreement will support the reconstruction and resurfacing of a public parking lot located at 102 Ave. J, Lubbock TX, 79401. The Project will repair, repave and restripe the parking lot; create ADA-compliant parking and accessibility features; clearly mark traffic lanes; clearly mark entry and exit points; and construct drainable and other site improvements as required. The design will provide long-term support for both daily operations and the increased demand experienced during weekly food distribution events.

B. Contact Information

City	*Subrecipient*
Community Development	Catholic Charities Diocese of Lubbock, Inc.
Karen Murfee, Director	Cynthia Quintanilla, Executive Director
PO Box 2000	102 Ave. J
Lubbock, TX 79457	Lubbock, TX 79401
(806) 775-2296	(806) 778-2628
kmurfee@mylubbock.us	cynthiaq@cclubbock.org

C. The City's Responsibilities

1. The City shall not be liable to the Subrecipient for any cost incurred by the Subrecipient which has been paid, subject to be paid, reimbursed, or subject to reimbursement by the Subrecipient with any funding source other than CDBG funding under this Agreement.
2. The City shall not be liable for any cost incurred by the Subrecipient which is not an allowable cost as set forth in this Agreement and per regulations under 24 CFR 570.207.
3. The City shall not be liable to the Subrecipient for any cost incurred by the Subrecipient or for any performance rendered by the Subrecipient which is not strictly in accordance with the Terms of this Agreement.

4. The City shall not be liable for costs incurred by the Subrecipient unless the Subrecipient submits a Request for Reimbursement (RFR) to the City within sixty (60) days following the termination of this Agreement.

5. The City shall not be liable for any cost incurred or performance rendered by the Subrecipient prior to the commencement date or subsequent to the termination date of this Agreement, excluding submission of the final RFR as described in Section II.C.4.

6. Pursuant to 2 CFR 200.332 and 24 CFR 570.501(b) the City, as the Recipient of federal grant funds, shall review and approve the construction project's Scope of Work prior to the commencement of any work. Subsequently, the City shall inspect all work as described in the Scope of Work to verify completion and compliance before any reimbursement of funds is approved under this Agreement, pursuant to 2 CFR 200.332 and 24 CFR 570.501(b).

7. In accordance with 24 CFR 570.508, notwithstanding 2 CFR 200.337, the City shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality.

D. <u>The Subrecipient's Responsibilities</u>

1. The Subrecipient will be responsible for administering the Project in a manner satisfactory to the City and in compliance with this Agreement and with any and all statutory standards related to the Funding.

2. The Subrecipient certifies that all of its activities carried out under this Agreement will comply with federal regulations governing CDBG grant-funded programs including 2 CFR Part 200 and 24 CFR Part 570. The Subrecipient explicitly agrees to repay the City any and all Funding disbursed for activities or costs that HUD or the City determines do not comply with these regulations.

3. The Subrecipient shall perform all activities related to the Project in strict accordance with the project budget, all applicable laws and regulations, and all assurances, certifications, terms, and requirements set forth in this Agreement.

4. The Subrecipient shall submit to the City, upon request, any and all reports, documents, or information on the Subrecipient's performance of the Funding or the Project under this Agreement.

5. In addition to the limitations on liability specified in this Agreement, the Parties expressly agree that if the Subrecipient fails to submit any requested reports, documents, or information in a timely and satisfactory manner, the City may, at its sole discretion, withhold all or any portion of the Funding. The City shall provide written notice to the Subrecipient of its decision to withhold funds and the reasons for doing so. Any Funding withheld under this paragraph may be retained by the City until the Subrecipient fulfills the outstanding obligations to the City's satisfaction.

6. The Subrecipient shall refund the City any Funding that the City determines was overpaid, or that was not spent strictly in accordance with the terms of this Agreement. The Subrecipient must issue this refund within thirty (30) working days of the City's written request.

7. The Subrecipient agrees that any interests or assets obtained with the Funding shall revert back to the City in the event that the Subrecipient dissolves, files for bankruptcy, or goes out of business for any reason.

E. Subrecipient's Match

The Subrecipient must provide Match for 25% or more of the total CDBG Funding under this agreement from non-federal sources. Matching funds may include cash or in-kind donations, donated voluntary labor, donated professional services, donated supplies or materials, or other non-federal grant funds.

F. National Objective

The Subrecipient agrees that all activities funded with CDBG and carried out under this Agreement will benefit low to moderate-income persons, meeting the National Objective of benefitting **Low to Moderate Income Persons (LMI)** as defined in 24 CFR 570.208.

G. Monitoring and Compliance Period

In accordance with CDBG regulations at 24 CFR 570.501(b) the City will monitor the Subrecipient's performance of the intended Public Service activities to be carried out by the Subrecipient upon the completion of the Project for one (1) year after Project completion. The Subrecipient will be required to submit monthly performance reports including demographic data for clients served. The City will perform at least one (1) on-site visit during the year after project completion providing at least a 15-day notice to the Subrecipient to prepare for the visit.

III. BUDGET

The Funding made available to the Subrecipient under this Agreement shall be specifically drawn from the source listed in this section (the "Budget"). In the budget listed below, the program year of the HUD allocation to the City is listed to the left of the Funding Source for the amount allocated and made available to the Subrecipient for the Project under this Agreement. The Funding made available to the Subrecipient under this Agreement shall be directly linked to the specific funding and amount stated in Section I.A. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.

Grant Year	Funding Source	Project Allocation
2025	CDBG	$170,000.00

IV. PAYMENT

All payments to the Subrecipient will be based on the receipt of a reimbursement request for costs incurred and paid by the Subrecipient.

A. Payment requests must be submitted with back-up documentation including invoices or billing statements and documentation that payment was made for the expense. Additional documentation must be submitted for CDBG program compliance including, but not limited to,

inspections, photos, work permits, change orders, or any other documentation relevant to the Project.

B. For Construction projects, payments to the Subrecipient will be reimbursed as the Project progresses and may be paid based on the percent of project completion or as costs are incurred by the Subrecipient.

C. The Subrecipient may request reimbursement for eligible expenses, which shall be made against the budget specified in Section III above and in accordance with the Uniform Administration Requirements at 2 CFR Part 200.

V. SPECIAL CONDITIONS Reserved.

VI. GENERAL CONDITIONS

A. General Compliance

1. The Subrecipient agrees to comply with the requirements of 24 CFR Part 570 (the HUD regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations; except that: (1) the Subrecipient does not assume the City's environmental responsibilities described in 24 CFR 570.604; and, (2) the Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

2. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the CDBG Funding provided under this Agreement.

3. The Subrecipient shall comply with all the Housing and Community Development Act of 1974 (the "HCD Act") and all applicable federal laws, rules, regulations, guidelines, and notices released by federal agencies relating to CDBG funding. These include, but are not limited to, the following cross-cutting requirements:

   a. General Program & Administrative Requirements

      i. CDBG regulations at 24 CFR Part 570
      ii. Uniform Administrative Requirements at 2, CFR Part 200
      iii. HCD Act Statutory Provisions including Section 104(b) and 109 of the Housing and Community Development Act of 1974

   b. Civil Rights, Fair Housing, and Accessibility
      i. Nondiscrimination in Federal Programs under Title VI of the Civil Rights Act of 1964, implemented at 24 CFR Part 1
      ii. Fair Housing Act under 42 U.S.C. 3601-3619 and Executive Orders 11375 and 12086, implement at 24 CFR 107
      iii. Equal Opportunity in Employment under Executive orders 11375 and 12086
      iv. Minority & Women Business Enterprises established at 24 CR 570.904 and 2 CFR 200.321
      v. Disability Access & Nondiscrimination under Section 504 of the Rehabilitation Action of 1973, implemented at 24 CFR Part 8 and UFAS
      vi. Age Nondiscrimination under the Age Discrimination Act of 1975, implemented at 24 CFR 146

c. Environmental, Displacement, and Property Standards
    i. Environmental Review Procedures at 24 CFR 58 and NEPA Policy Act of 1969
    ii. Lead-Based Paint Hazards at 24 CFR 35, subparts A,B,J,K, and R
    iii. HUD Environmental Standards at 24 CFR Part 51
    iv. Flood Disaster Protection Act of 1973
    v. Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR 39
    vi. Historic Preservation Act of 1966, as amended, and related laws and Executive Orders

B. "Independent Contractor"

Nothing contained in this Agreement is intended, or shall be construed in any manner, to create or establish the relationship of employer and employee between the Parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, medical insurance, and Workers' Compensation insurance as the Subrecipient is an independent contractor.

C. Indemnity and Release

1. THE SUBRECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY, AND THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, LOSSES, ATTORNEY FEES, EXPENSES, COSTS, ACTIONS, PROCEEDINGS OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED, IN ANY WAY, MANNER, OR FORM, TO THE SUBRECIPIENT'S OBLIGATIONS AND ACTIVITIES CONTEMPLATED HEREUNDER.

2. THE INDEMNITY AND RELEASE OBLIGATION OF THE SUBRECIPIENT PROVIDED HEREIN SHALL BE ABSOLUTE, UNCONDITIONAL AND SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

D. Right to Exercise

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.

E. Workers' Compensation

If applicable, the Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or or undue physical damage, and as a minimum, shall purchase a blanket

fidelity bond covering all employees in an amount equal to cash advances from the City. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

G. Subrecipient Recognition

The City shall ensure recognition of the role of the Subrecipient in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the Funding source. In addition, the Subrecipient will include a reference to the Funding in all publications made possible under this Agreement.

H. Amendments

1. The City or the Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both Parties, and approved by the City Council. Such amendments shall neither invalidate this Agreement nor relieve or release the City or the Subrecipient from its obligations under this Agreement.

2. The City may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies, and available funding amounts, or for any other reason. If such amendments result in a change in the Funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

I. Suspension or Termination

1. In accordance with 2 CFR Part 200 either Party may terminate this Agreement for convenience by giving written notice to the other Party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial termination of this Agreement may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the City, become the property of the City, and the Subrecipient shall be entitled to receive just and equitable compensation for any work completed on such documents or materials prior to the termination.

2. The City may terminate this agreement if the Subrecipient fails to comply with any terms of this Agreement, whole or in part which include (but are not limited to) the following:

    a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders and HUD guidelines, policies or directives as may become applicable at any time;

    b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

    c. Ineffective or improper use of CDBG funds provided under this agreement; or

    d. Submission by the Subrecipient to the City of reports that are incorrect or incomplete in any material respect.

3. The City may suspend or terminate this Agreement if the City reasonably believes that the Subrecipient is in noncompliance with any requirement of this Agreement, then the City may withhold up to fifteen percent (15%) of the Funding until such time as the Subrecipient is found to be, or is otherwise adjudicated, to be in compliance.

4. The City may terminate this Agreement in the event of an emergency or disaster, whether, an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to the Subrecipient. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by the Subrecipient.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. *Accounting Standards.* The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred under this Agreement.

2. *Cost Principles.* The Subrecipient shall administer its Project in conformance with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards", which shall be applied to all direct or indirect costs incurred by the Subrecipient under this Agreement.

B. Documentation and Record-Keeping

1. *Records to be Maintained.* The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

   a. Records demonstrating that each activity meets one of the National Objectives of CDBG under 24 CFR 570.208, benefiting low to moderate income (LMI) persons or, low to moderate income area (LMA) by census tracts;
   b. Records required to determine the eligibility category under 24 CFR 570.201;
   c. Financial records as required by 24 CFR Part 570.502 and 2 CFR Part 200;
   d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
   e. Records documenting compliance with the fair housing and equal opportunity components of CDBG;
   f. Other records necessary to document compliance with Subpart K or 24 CFR Part 570.

2. *Retention.* The Subrecipient shall retain all financial records, supporting documents and all records pertinent to the Agreement, including but not limited to client data of no less than five (5) years after Project performance is reported to HUD.

   a. The retention period begins on the date of the submission of the City's Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which activities assisted under this Agreement are reported, shall be retained for a period no less than five (5) years after the date of submission.

b. Under this Agreement, Financial records documenting expenditures shall be retained for a period of five (5) years after the termination of all activities funded under this Agreement.

c. Records for non-expendable property acquired with the Funding shall be retained for five (5) years after final disposition of such property.

d. Records for any displaced person must be kept for five (5) years after the displaced person has received final payment.

e. Records pertaining to any litigation, claim, audit, negotiation or other action that involves any of the records cited herein and that has started before the expiration of the five (5) year period, then such records must be retained until the completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

f. Records pertaining to bids, applications, or other documents that were denied, not selected, or otherwise not funded in whole or in part with federal grant funds must be retained for three (3) years after the termination of activities funded under this Agreement.

3. *Client Data.* The Subrecipient shall maintain client data that demonstrates its client eligibility for the Funding and services provided under this Agreement for five years after the date of submission of the CAPER to HUD by the City. Such data shall include but not be limited to client name or identifier; client address; client income level, race, ethnicity or other determination of client eligibility; and, a description of the service provided to the client related to this Agreement. Such information shall be made available to the City or it's designees for review upon request.

4. *Disclosure.* The Subrecipient understands that client information collected under this Agreement is private, and the use or disclosure of such information, when not directly connected with the administration of the City or Subrecipient's responsibilities related to this Agreement, is prohibited unless written consent is obtained from such client receiving service(s) and in the case of a minor, that of a responsible parent or guardian, unless otherwise required by law.

5. *Property Records.* The Subrecipient shall maintain a real property inventory that clearly identifies any property purchased, improved, or sold under this Agreement or that is related to the Funding. Any such property shall throughout the Term remain in compliance with all eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Part 570.503(b)(7).

6. *Close-Outs.* The Subrecipient's obligation to the City under this Agreement shall not end until all close-out requirements under this Agreement are completed pursuant to applicable Federal regulations and law. Activities during this close-out period shall include but are not limited to making final payments; disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City); final close-out reports; and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control of the CDBG funds, including program income.

7. *Audits & Inspections.* All records related to this Agreement shall be made available during normal business hours, as often as necessary, to the City, HUD, the Comptroller General of the United States, or their authorized designees. These entities possess the right to monitor,

audit, examine, and make excerpts or transcripts of any data relevant to this Agreement. The Subrecipient shall fully clear any deficiencies noted in an audit or monitoring report within thirty (30) days after the Subrecipient receives such report. Failure to comply with these requirements constitutes a violation of this Agreement and may result in the withholding of Funding. Additionally, the Subrecipient agrees to obtain an annual audit in accordance with City policy and, if the applicable federal expenditure thresholds are met, a Single Audit pursuant to 2 CFR Part 200.

C. Reporting and Payment Procedures

1. *Payment Procedures.* The City will pay to the Subrecipient Funds based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning the Payments. Payment will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in the Subrecipient's accounts. In addition, the City reserves the right to liquidate any part of the Funding for costs incurred by the City on behalf of the Subrecipient.

2. *Performance and Financial Reports.* Upon completion of all construction, the Subrecipient will submit to the City, monthly reports and narratives detailing performance, accomplishments, and demographics for each month as they pertain to the Public Service Activity supported by completion of the Project by the tenth (10^{th}) day of each month. Monthly reporting will be required for one year after project completion.

3. *Program Income.* The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

D. Procurement

Compliance. The Subrecipient shall comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and the City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property procured with CDBG funds. All assets purchased with Funding under this Agreement, including unexpended program income, property, or equipment, shall revert to the City upon the termination of this Agreement.

1. *CFR Standards.* Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.

2. *Travel.* The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area that is financed in any way through the Funding under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR Part 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the City all CDBG funds on hand and any accounts receivable attributable to the use of the Funding under this Agreement at the time of expiration, cancellation, or termination of this Agreement.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with the Funding in excess of twenty-five thousand dollars ($25,000) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR Part 570.208 until five (5) years after the expiration of this Agreement, or such longer period of time as the City deems appropriate. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, then the Subrecipient shall pay to the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period, or such longer period of time as the City deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with the Funding under this Agreement is sold, the proceeds shall be program income to reflect the extent to that funds received under this Agreement were used to acquire the equipment. Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program, or (b) retained after compensating the City for an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and, the requirements in 570.606(d) governing optional relocation policies. The City may preempt the optional policies. The Subrecipient shall provide relocation assistance to persons, families, individuals, businesses, nonprofit organizations, and farms that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with all applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. *Compliance.* The Subrecipient agrees to comply, and to require its subcontractors to comply, with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and, with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, 12086.

2. *Nondiscrimination.* The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR Part 570.607, as revised by Executive Order 13279. The applicable non-discrimination provision in Section 109 of the HCDA are still applicable. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital or familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. *Land Covenants.* This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. l. 88-352) and 24 CFR 570.601-602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the Project assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. *Section 504.* The Subrecipient agrees to comply with any Federal regulations issued pursuant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with the regulations in force during the term of this Agreement.

5. *Reports.* The Subrecipient shall maintain a report that documents the race and ethnicity of its employees. The Subrecipient shall provide the City a copy with said report upon execution of this Agreement.

6. *Policies.* The Subrecipient shall maintain current copies of its fair housing and equal opportunity policies. The Subrecipient shall provide a copy of said policies to the City immediately upon request.

B. Affirmative Action

Approved Plan. The Subrecipient agrees they shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. If the Subrecipient receives Federal funds through the City, then the Subrecipient shall be required to develop a written Affirmative Action Program to ensure that equal opportunity is provided in all aspects of its employment.

1. *Women- and Minority-Owned Business (W/MBE).* The Subrecipient will use its best efforts to afford small businesses, minority- and women-owned business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. The terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C 632), and "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of the term "minority group members" means Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority- and women-owned business enterprises in lieu of an independent investigation.

2. *Access to Records.* The Subrecipient shall furnish and cause any subcontractor to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

3. *Notifications.* The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. *Subcontract Provisions.* The Subrecipient will include the provisions of the Civil Rights and Affirmative Action sections of this Agreement, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each Subrecipient or subcontractor.

C. Employment Restrictions

1. *Prohibited Activity.* The Subrecipient is prohibited from using the Funding provided herein or personnel employed in the administration of the Project for political activities, inherently religious activities; sectarian activity, religious activity, lobbying, political patronage, or nepotism.

2. *Labor Standards.*

   a. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work

Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*), the Copeland "Anti-Kickback" Act (18 U.S.C. 874 *et seq.*) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor Act at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

b. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of two thousand dollars ($2,000) for construction, renovation, or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. Fraud, Waste, and Abuse Reporting Requirements

1. Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in writing, any violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Such disclosures must be made to the Federal awarding agency or the City in a timely manner. The Subrecipient acknowledges that failure to make required disclosures may result in remedies described under 2 CFR 200.339, including suspension and debarment.

2. The Subrecipient shall ensure that all relevant staff and contractors are aware of and comply with this reporting requirement.

E. "Section 3" – Not Applicable to Project. Total Project cost does not exceed the $300,000.00 threshold under 24 CFR Part 75, as updated as of March 16, 2026.

F. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City. Claims for money due or to become due to the City from the Subrecipient under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

G. Subcontracts

1. *Approvals.* The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such subcontract.

2. *Monitoring.* The Subrecipient will monitor the performance of all subcontracted services on a regular basis. Results of monitoring efforts shall be summarized in written reports and

supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Substandard performance as determined by the Subrecipient or the City will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable time after being notified, Agreement suspension or termination will take place.

3. *Content.* The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4. *Selection Process.* The Subrecipient shall insure that all subcontracts entered into in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

5. *Suspension and Debarment.* The Subrecipient shall not enter into any subcontracts with an agency, business, or individual that has been suspended, debarred, or otherwise excluded from Federal grants. The Subrecipient shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any of the Funding to a subcontract.

H. Hatch Act

The Subrecipient agrees that no Funding or personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

I. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include but are not limited to:

1. The Subrecipient shall maintain a written code of conduct to govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

2. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (l) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

J. Lobbying

The Subrecipient hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. It will require that the language of Article 10.D.2 of this Agreement be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements, and that all Subrecipients shall certify and disclose accordingly.

K. Lobbying Certification

Any person who fails to file the required certification imposed by section 1352, Title 31, U.S.C. shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure. Submission of such certification is a prerequisite for making or entering into this Agreement, and the certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

L. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for government purposes.

M. Religious Organization

The Subrecipient agrees that the Funding provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- National Environmental Policy Act, 42 U.S.C. Part 55;
- Clean Air Act, 42 U.S.C., 7401, *et seq.*; and
- Federal Water Pollution Control Act, as amended; 33 U.S.C. 1251, et seq., as amended; 1318 relating to inspection, monitoring, entry, reports, and information; other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that, for activities located in an area identified by Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint.

Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Asbestos

The Subrecipient agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61.

E. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Subrecipient's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Subrecipient to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient, and any Subrecipient, with respect to this Agreement.

IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED AND ENTER INTO THIS AGREEMENT ON THE EFFECTIVE DATE.

[Signature Page to Follow]

SIGNATURES

CITY OF LUBBOCK

Mark W. McBrayer, Mayor

CATHOLIC CHARITIES DIOCESE OF LUBBOCK, INC.

Cynthia Quintanilla, Executive Director

Javier Palacios, Board President

Federal ID: 75-1966688

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Karen Murfee, Community Development Director

APPROVED AS TO FORM:

Rachael Blansett, Assistant City Attorney

AI# 14657
Regular City Council Meeting **5. 18.**
11/03/2026:

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving an economic development grant and contract of the Lubbock Economic Development Alliance, with Small Lot Bottles, for expansion of the company's current facility and for new job creation, pursuant to Section 501.073 of the Texas Local Government Code.

Item Summary

Small Lot Bottles is a Lubbock County-based wine packaging and assembly company specializing in fractionalization, packaging, distribution, bonded warehousing, and temperature-controlled storage. Established in 2018 under Tailored 385, the company relocated to Lubbock County in December 2025 to accommodate rapid growth and now serves wineries nationwide.

The Project will expand production capacity to meet growing demand and capitalize on a significant industry market gap. Small Lot Bottles expects to produce approximately 750,000 bottles by year-end, a 500% increase over the previous year, and is in advanced discussions with three airlines regarding onboard wine service. The expansion will create 8 new jobs and include approximately $300,000 in capital improvements, including additional space, equipment, inventory, and facility upgrades.

This summary requests approval for a $15,000 Capital Investment Grant to support eligible capital expenditures associated with the expansion. The Capital Investment Grant will be awarded to the company contingent upon verification of eligible capital expenditures by LEDA's third-party accounting firm. Based on the projected capital investment and job creation, the proposed incentive package is expected to return the full investment to the community within 1.5 years.

Fiscal Impact

The LEDA Board of Directors voted to incentivize Small Lot Bottles with a $15,000 Capital Investment Grant as described in the Project Summary. The city of Lubbock does not have financial responsibility for these incentives.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
John Osborne, LEDA President & CEO
Lubbock Economic Development Alliance, Inc. Board of Directors

Attachments

City of Lubbock Resolution
Project Summary
LEDA Resolution

RESOLUTION

WHEREAS, pursuant to Article 3, Section 52-a, of the Texas Constitution, the Legislature may provide for the creation of programs and the making of loans and grants of public money for the public purposes of development and diversification of the economy of the state, the elimination of unemployment or underemployment, the stimulation of agricultural innovation, the fostering of the growth of enterprises based on agriculture, or the development or expansion of transportation or commerce in the State of Texas; and

WHEREAS, the Legislature has enacted laws to implement the above referenced constitutional provision, including Chapter 504, Texas Local Government Code, which provides for the creation of a Type A economic development corporation entitled to pursue specific projects as defined therein for the enhancement of industrial and manufacturing development within the State of Texas which includes manufacturing and industrial facilities, distribution centers and maintenance and repair facilities; and

WHEREAS, the City of Lubbock created the Lubbock Economic Development Alliance ("LEDA"), pursuant to Chapters 501 and 504 of the Texas Local Government Code, to carry out the public purposes expressed in Article 3, Section 52-a, of the Texas Constitution and in the Development Corporation Act; and

WHEREAS, the Board of Directors of LEDA, on September 23, 2026, approved at their meeting terms and conditions of an Economic Development Grant and Contract with Taste of Confidence, LLC dba Small Lot Bottles ("Small Lot Bottles"), a copy of which is attached hereto along with the resolution (RE 26-37) of the Board of Directors of LEDA; and

WHEREAS, the Board of Directors of LEDA have determined that the proposed Economic Development Grant and Contract with Small Lot Bottles, complies with and meets the public purposes expressed in Article 3, Section 52-a, of the Texas Constitution and in the Development Corporation Act and the purposes of LEDA; and

WHEREAS, Tex. Loc. Gov't Code § 501.073 requires the City of Lubbock, as LEDA's authorizing unit, to approve all programs and expenditures of LEDA; and

WHEREAS, the Board of Directors of LEDA have presented the proposal of an Economic Development Grant and Contract with Small Lot Bottles to the City Council of the City of Lubbock requesting the City Council's approval pursuant to Tex. Loc. Gov't Code § 501.073; and

WHEREAS, the City Council finds that the proposed Economic Development Grant and Contract with Small Lot Bottles, complies with and meets the public purposes expressed in Article 3, Section 52-a of the Texas Constitution and in the Development Corporation Act and the purposes of LEDA and that it is the best interest of the public to approve such program or expenditure as presented as set forth in *Exhibit A* attached hereto and incorporated herein as though set forth fully herein; **NOW THEREFORE:**

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

1. The recitals outlined above are found to be true and correct and are incorporated herein as though set forth fully herein.

2. The proposed Economic Development Grant and Contract by and between LEDA and Small Lot Bottles, consistent with the terms and conditions attached hereto as *Exhibit A*, is hereby approved in accordance with Tex. Loc. Gov't Code § 501.073.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____ for
Danielle Williams, Director of Business Development

APPROVED AS TO FORM:

_____
Rachael Blansett, Assistant City Attorney

ccdocs11/RES.LEDA – Small Lot Bottles – Eco. Dev. Grant
10.6.26

SUMMARY

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE™

To: *Lubbock City Council*
From*: Chris Rankin, VP of Business Development*
Re: *Summary of the Recommended Incentives presented for Small Lot Bottles*

SUMMARY:

Small Lot Bottles is a Lubbock County-based wine packaging and assembly company specializing in fractionalization, packaging, distribution, bonded warehousing, and temperature-controlled storage. Established in 2018 under Tailored 385, the company relocated to Lubbock County in December 2025 to accommodate rapid growth and now serves wineries nationwide.

The Project will expand production capacity to meet growing demand and capitalize on a significant industry market gap. Small Lot Bottles expects to produce approximately 750,000 bottles by year-end, a 500% increase over the previous year, and is in advanced discussions with three airlines regarding onboard wine service. The expansion will create 8 new jobs and include approximately $300,000 in capital improvements, including additional space, equipment, inventory, and facility upgrades.

According to Impact DataSource projections, the project's operations will support employment and generate broader economic activity within the community. The 8 workers directly employed by the project are expected to earn approximately **$5.7 million in total wages over the next 10 years.**

When accounting for taxable sales and purchases associated with the project, including business activity, employee spending, and related economic activity, the project is estimated to support approximately **$1.6 million in taxable sales over the same period.** From a fiscal perspective, the project is expected to generate an estimated **$185,000 in benefits for the City of Lubbock** and **$132,000 for all other applicable taxing jurisdictions over the next 10 years.**

This summary requests approval for a **$15,000 Capital Investment Grant** to support eligible capital expenditures associated with the expansion. The Capital Investment Grant will be awarded to the company contingent upon verification of eligible capital expenditures by LEDA's third-party accounting firm. Based on the projected capital investment and job creation, the proposed incentive package is expected to return the **full investment to the community within 1.5 years.**

**The economic and fiscal impacts presented above are based on projections prepared by Impact DataSource using its Total Impact™ model, incorporating company-provided data along with local rates and assumptions specific to Lubbock County. The analysis estimates the Project's total economic contribution, including earnings (wages, salaries, and benefits) and value added, which represents the Project's contribution to Gross Regional Product through employee compensation, taxes, and business profits. Fiscal impacts include taxable sales generated by business operations, employee spending, and related economic activity. Net benefits to taxing jurisdictions are presented in present value terms, reflecting the time value of money. The analysis also applies industry-standard multipliers from Economic Modeling Specialists International to estimate indirect and induced impacts, providing a comprehensive measure of the Project's broader economic effects.*

RE 26-37

RESOLUTION APPROVING SMALL LOT BOTTLES

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit corporation (LEDA), on Wednesday, September 23, 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, LEDA and Small Lot Bottles (the "Recipient") have been engaged in discussions regarding Recipient's potential development of new Project which shall include the expansion of its single-serve wine bottling operation at a new leased facility in Lubbock County.

WHEREAS, the Project, upon completion, is expected to result in the creation of eight (8) new Primary Full-Time Jobs, with a Target Annual Compensation of $520,000, in the aggregate, or a total of $5,200,000 over ten years. Total capital investment, which excludes Target Annual Compensation, is $370,000.

WHEREAS, the Recipient has conceptually and initially decided to pursue the Project in the County of Lubbock.

WHEREAS, LEDA presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Small Lot Bottles. 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:

LEDA agrees to grant to Recipient a Capital Investment Incentive of $15,000 expressly made under terms and conditions. LEDA agrees to pay Recipient a Capital Investment Incentive of $15,000 for capital investment expenditures incurred for the Project between January 1, 2026, and the Measurement Date, which shall be September 23, 2027.

The Capital Investment Incentive is to be paid in a lump sum within thirty (30) days following verification by LEDA or LEDA's third-party accountants that Recipient has incurred at least $296,000 in capital expenditures (representing 80% of the expected capital investment) during the period beginning January 1, 2026, and ending on the Measurement Date; and executed a lease for a facility in Lubbock County. Recipient shall provide to LEDA or LEDA's designated accounting representative such documentation as may be reasonably requested to verify the final capital expenditures and executed lease within sixty (60) days following the Measurement Date. Should the Project be completed earlier, Recipient may provide the required documentation for early payment consideration at LEDA's sole discretion.

Recipient has provided to LEDA an expected capital investment of $370,000 for the Project, anticipated to be incurred between January 1, 2026, and the Measurement Date, in the form of real property and personal property improvements. LEDA based its decision to grant the Capital Investment Incentive to Recipient based on such capital investment. If the actual capital investment amount is significantly lower (20% or greater) than the expected capital investment, the incentive may be forfeited. Capital investment

will be measured by either documentation of construction or real property invoices provided to LEDA or LEDA's accountants within sixty (60) days following the Measurement Date.

WHEREAS, The Board of Directors of LEDA finds that an Economic Development Grant and Contract offering a Capital Investment Incentive meets and complies with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Mont McClendon, and Seconded by Director, Mr. Sonny Garza, and unanimously approved by all Directors.

IT WAS RESOLVED that LEDA offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Small Lot Bottles. This Economic Development Grant and Contract will be on the normal terms and conditions of such Economic Development Grants and Contracts offered by LEDA to existing businesses and business prospects and authorize the CEO to enter into and negotiate a Performance Agreement.

John Osborne, President & CEO

M'Lyn Hefner, CFO

AI# 14688
Regular City Council Meeting **5. 19.**
11/03/2026:

Information

Agenda Item

Resolution - Civic Center: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Contract 19319, with Thompson, Ventulett, Stainback & Associates, Inc., dba TVS, for conceptual design and probable cost of construction estimate, to expand and renovate the Lubbock Memorial Convention Center.

Item Summary

Contract 19319, with Thompson, Ventulett, Stainback & Associates, Inc., dba TVS, for conceptual design and probable cost of a construction estimate to expand and renovate the Lubbock Memorial Convention Center, was authorized by the Mayor and City Council on February 10, 2026.

TVS worked with City staff and stakeholders on multiple concepts for over 2 months. Public meetings were held on April 13 and April 14, 2026, to present 2 conceptual designs, A.1 and A.2, for consideration and citizen feedback. After reviewing the input from stakeholders, citizens, and staff, Concept A.2 was recommended for further development. Phase 1 could include the addition of a 60,000 square-foot multipurpose event space, pre-function space, and other areas, as funding permits. Paul McKeever, Principal at TVS, presented the final renderings of Concept A.2 for City Council approval on April 28, 2026.

After the concept was approved, City staff and TVS worked with Rider, Levitt, Bucknall (RLB) construction cost estimating experts on a probable cost for Concept A.2. City staff also engaged a local general contractor, to provide a local cost comparison. The estimations from the two firms were within 3% of each other, with an estimated probable cost of $217,700,000.

Amendment No. 1 to the professional services agreement extends the term of the agreement for an additional six (6) months with an option of (1) additional six-month extension. The scope of work includes reconceptualizing the project to meet an established budget of $150,000,000. This will require reconfiguring the design from a project area of 135,000 square feet to approximately 95,000 square feet while maintaining the 60,000 square feet of saleable flex hall space. Amendment No. 1 also increases the budget by $98,000 for a not-to-exceed amount of $298,000.

Fiscal Impact

Amendment No. 1 with TVS, for an additional $98,000, for a total not-to-exceed amount of $298,000, is budgeted in Capital Improvement Project (CIP) 92947 Civic Convention Center Expansion.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Lisa Thomason, Civic Center Director

Attachments

Resolution for Amendment 1 to Contract 19319 - TVS

Amendment 1 to 19319, TVS

TVS 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, the First Amendment to Professional Services Agreement, Contract No. 19319, for conceptual design and cost estimating services for the Lubbock Memorial Convention Center Expansion & Multipurpose Event Venue Plan, by and between the City of Lubbock and Thompson, Ventulett, Stainback & Associates, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Rachael Blansett
_____
Rachael Blansett, Assistant City Attorney

ccdocsII/RES.First Amendment - Contract 19319 TVS, Inc. Civic Center Design
10.23.26

Docusign Envelope ID: 73FC101E-491F-8BDD-80AA-E566AE1C97EF

FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT NO. 19319

Conceptual Design and Cost Estimating Services – Lubbock Memorial Convention Center

This First Amendment ("Amendment") to Professional Services Agreement, Contract No. 19319 is entered into as of the ____ day of _____, 2026 ("Effective Date"), by and between the City of Lubbock, a Texas home rule municipality ("City") and Thompson, Ventulett, Stainback & Associates, Inc. ("Architect") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Parties entered into that certain Professional Services Agreement, Contract No. 19319 ("Contract") dated February 10, 2026 (Resolution No. 2026-R0048); and

WHEREAS, the Contract provides for conceptual design and cost estimating services for the Lubbock Memorial Convention Center Expansion & Multipurpose Event Venue Plan ("Project"), with a not-to-exceed amount of Two Hundred Thousand Dollars ($200,000.00); and

WHEREAS, City and Architect, on April 28, 2026, and pursuant to Article I of the Contract, extended the Contract for an additional six (6) months of time, with no change in the amount of consideration; and

WHEREAS, in light of a newly established Project budget, the Parties now desire to amend the Contract to (i) extend the term of the Contract, (ii) include additional design services, and (iii) adjust the amount of consideration accordingly, as more particularly set forth herein; and

NOW THEREFORE, for and in consideration of the mutual promises, covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Architect agree as follows:

1. AMENDMENTS

1.1 Term

The term of the Contract is extended for an additional six (6) months from the expiration date of the current term (November 6, 2026). Unless terminated earlier in accordance with the Contract, the Contract (as amended) shall continue in full force and effect through May 6, 2027. If the Architect determines that additional time is required to complete the Project, the City may, but is not obligated to, execute an agreement to grant up to an additional six (6) months of time, so long as the amount of consideration does not increase.

1.2 Additional Scope of Work

The Scope of Work is hereby expanded to include the additional services described in *Exhibit A* ("Additional Services"), attached hereto and incorporated herein by

Docusign Envelope ID: 73FC101E-491F-8BDD-80AA-E566AE1C97EF

reference. The Additional Services shall be performed in accordance with all applicable terms of the Contract and this Amendment.

1.3 Pricing

Payment by the City for the Additional Services to be provided by Architect shall be made in accordance with the terms as outlined in *Exhibit A* and the Contract, as amended, shall not exceed a total amount of Two Hundred Ninety-Eight Thousand Dollars ($298,000.00).

Except as expressly modified by this Amendment, all terms, conditions, and provisions of the Contract shall remain in full force and effect. In the event of any conflict between this Amendment and the Contract, the terms of this Amendment shall control with respect to the matters addressed herein.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the Effective Date first written above.

CITY OF LUBBOCK

Mark W. McBrayer, Mayor

THOMPSON, VENTULETT, STAINBACK & ASSOCIATES, INC.

Signed by:
BY: Janet Simpson
D3ED206523464E4...
Janet Simpson, President and CEO

Print Name

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Signed by:
Brooke Witcher
CF57C49B011440D...
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Rachael Blansett, Assistant City Attorney

Docusign Envelope ID: 73FC101E-491F-8BDD-80AA-E566AE1C97EF

TVS Listen. Solve. Deliver.

October 21, 2026

Brooke Witcher
Assistant City Manager
1314 Avenue K
Lubbock, TX 79401

Regarding: Lubbock Memorial Convention Center Expansion
Lubbock, TX
Project No. P-25213 / File No. 7.1.2

Subject: Amendment Request for Additional Conceptual Design Services

Dear Mrs. Witcher,

Thompson, Ventulett, Stainback, and Associates, Inc., appreciates this opportunity to present our proposal to the City of Lubbock (Owner) to provide additional design services for the Lubbock Memorial Convention Center Expansion Project. As required by Article XV section H of our agreement with the City of Lubbock, we request an Amendment to the agreement that will include this work and that will increase the design services fee.

I Change to the Services

A. New Project Budget Established – This work includes reconceptualizing the project to meet a newly established project budget of $150,000,000 USD. Based on the current reconciled cost estimates for the Conceptual Design of the Convention Center Expansion, this will require reconfiguring and reconceptualizing the design to reduce the phase I project area from 135,000 square feet to below 95,000 square feet, while maintaining 60,000 square feet of net saleable flex hall space. This will require studying 2 to 3 new configurations that reduce the service and support areas associated with the flex hall.

II Reason for Change

TVSDESIGN
1200 Peachtree St NE
Suite 200
Atlanta, Ga 30309
(404) 888-6600
TVSDESIGN.com

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A. The design team delivered a phased masterplan of which the phase I project costs were estimated at $217,000,000 USD. This estimate has been validated and reconciled by the design team's cost estimators (RLB) and a local contractor. The Owner has requested the design team to redesign the project to meet a newly established phase I project budget of $150,000,000 USD which requires additional services to redesign the project.

III **Proposed Design Team**

The work will be performed by consulting firms that are currently working on the expansion. They are:
Concept Design - Architectural: Thompson, Ventulett, Stainback and Associates, Inc. (TVS)
Concept Design – Structural Engineering: Magnusson Klemencic Associates (MKA)
Concept Design – Building Systems Engineering (MEP): ME Engineers
Concept Design – Civil Engineering: Hugo Reed and Associates, inc.
Concept Design – Cost Estimating: Rider Levett Bucknall (RLB)

IV **Impact on the Services:** See Exhibit A

V. **Change in Compensation**

		Lump Sum Fee
A.	Redesign to Newly Established Budget	
B.	**Total**	**$98,000**

1. We have included up to five (5) professional renderings and (1) two-person trip in this proposal.

If you agree with these proposed changes to the agreement, please sign below.

Sincerely,

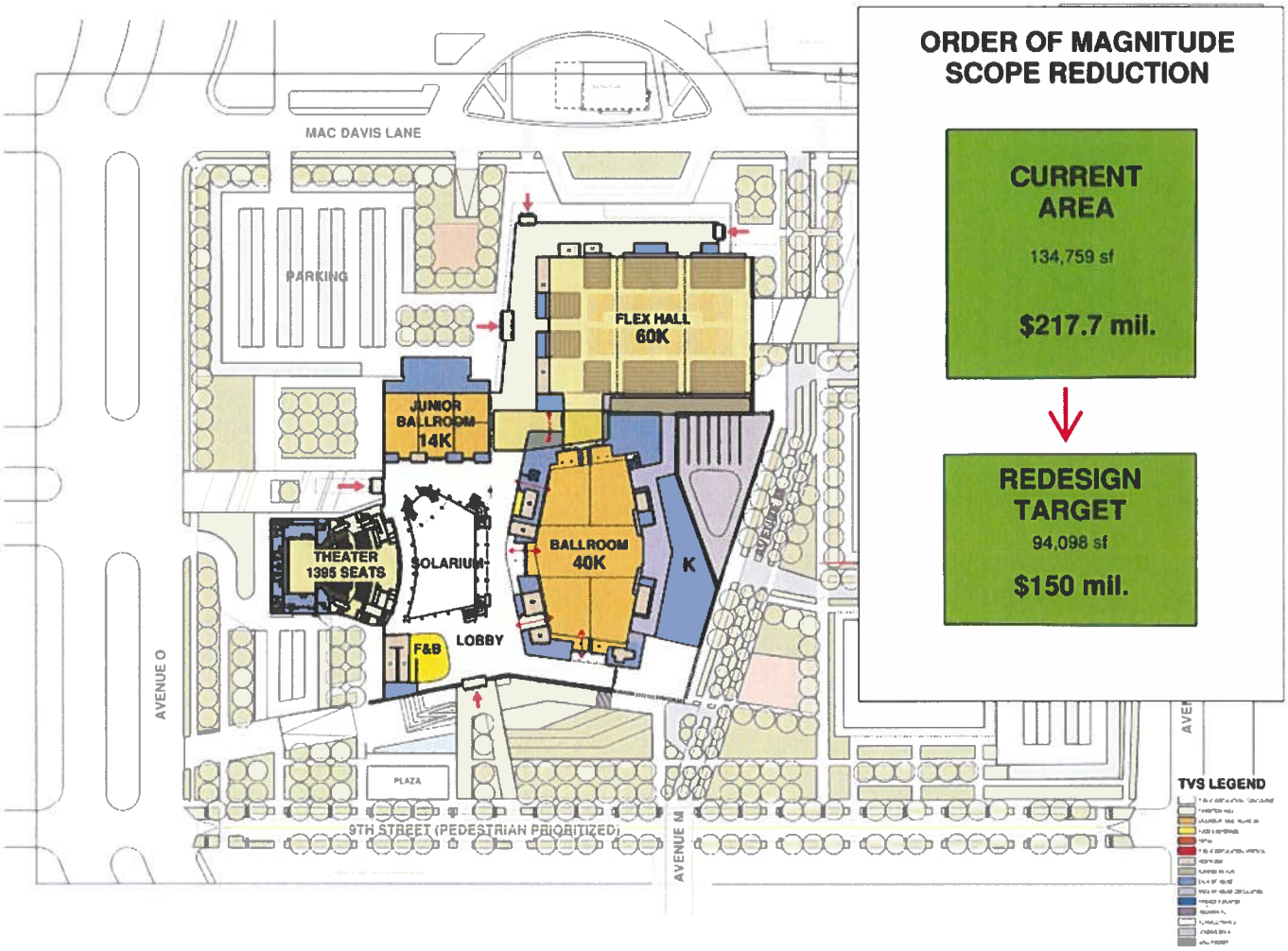
Thompson, Ventulett, Stainback and Associates, Inc.

Paul McKeever, AIA

Attachments: Exhibit A – Phase I Scope Reduction Requirements

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Exhibit A – Phase I Scope Reduction Requirements



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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Services Agreement ("Agreement") Contract No.19319 is entered into this 10th day of February, 2026, by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Thompson, Ventulett, Stainback & Associates, Inc. (dba TVS) (the "Architect"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Architect to provide professional conceptual design and cost estimating services for the Lubbock Memorial Convention Center Expansion & Multipurpose Event Venue Plan, (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of twelve (12) weeks. If the Architect determines that additional time is required to complete the Services, the City may, but is not obligated to, 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.

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ARTICLE II. SERVICES AND COMPENSATION

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

B. The Architect shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed $200,000.00, as set forth in Exhibit "B".

ARTICLE III. TERMINATION

A. General. The City may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to the Architect. In the event this Agreement is so terminated, the City shall only pay the Architect for services actually performed by the Architect up to the date the Architect is deemed to have received notice of termination, as provided herein.

B. Termination and Remedies. In the event the Architect breaches any term and/or provision of this Agreement, the City shall be entitled to exercise any right or remedy available to it by this Agreement, at law, equity, or otherwise, including without limitation, termination of this Agreement and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and remedies shall be cumulative.

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. The Architect is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

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B. Corporate Power. The Architect has the corporate power to enter into and perform this Agreement and all other activities contemplated hereby.

C. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part of the Architect. This Agreement constitutes legal, valid, and binding obligations of the Architect and is enforceable in accordance with the terms thereof.

D. Architect. The Architect maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and is familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the Activities contemplated hereby.

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

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

ARTICLE VI. SCOPE OF WORK

The Architect shall provide professional services as provided in Exhibit "A", attached hereto and made a part hereof.

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

The Architect and the City agree that the Architect shall perform the duties under this Agreement as an independent contractor and shall be considered as independent contractor under

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

ARTICLE VIII. INSURANCE

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

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Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

Combined Single Limit: $2,000,000

Automobile Liability:

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

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

Worker's Compensation

Per Occurrence Single Limit: $500,000

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

The Certificate shall provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Architect shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Architect shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Architect maintains said coverage. The Architect may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City. If at any time during the life of the Agreement or any extension hereof, the Architect fails to maintain the required insurance in full force and effect, the Architect shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

Janet Simpson, President & CEO
Thompson, Ventulett, Stainback & Associates, Inc.
1200 Peachtree Street Ne, Suite 200
Atlanta, Georgia 30309

Telephone: (404) 888-6600
Email: jsimpson@tvsdesign.com

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

Brooke Witcher, Assistant City Manager
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806-775-3086
Email: bwitcher@mylubbock.us

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

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

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

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

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

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

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

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

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

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

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

Q. Texas Government Code 2274. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or

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

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

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

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

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EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

Signed by:
Mark McBrayer
F56910B987794BD...
MARK W. MCBRAYER, MAYOR

ATTEST:

Signed by:
Courtney Paz
FD85688D7D5149B...
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Signed by:
Brooke Witcher
CF57C49B011440D...
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Signed by:
Rachael Foster
9CEEC5291C38404...
Rachael Foster, Assistant City Attorney

Firm

Thompson, Ventulett, Stainback & Associates, Inc. (dba TVS)

By: Signed by: Janet Simpson
D3ED206523464E4...
[Firm Signature]

Email: jsimpson@tvsdesign.com

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EXHIBIT A

Docusign Envelope ID: A50516BB-C878-4B01-94AA-71EF54E452CA

TVS

Lubbock Memorial Convention Center Expansion and Renovation

Re: EXHIBIT A: PROPOSAL FOR CONCEPTUAL DESIGN AND COST ESTIMATING SERVICES

February 3, 2026

Brooke Witcher
Assistant City Manager
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457
("Client")

Project:
P-25213

File No.:
B01-110

Dear Mrs. Witcher,

Thompson, Ventulett, Stainback & Associates, Inc. ("TVS") appreciates this opportunity to present our proposal for professional design services for the Lubbock Memorial Convention Center Conceptual Design and Cost Estimating in Lubbock, Texas. We're excited to be a part of this project and to work with the City of Lubbock. We understand the importance of meeting the business and financial goals for the project through thoughtful, sustainable and distinctive design solutions that make a difference in people's lives.

Making remarkable design easy is at the core of our work with clients so our proposal is tailored to respond to your requirements and priorities as we understand them. Please let us know if things have changed or we have missed the mark – we are flexible and eager to refine our approach to make the project more successful.

Proposal Overview

We have organized this proposal into the following sections:

I Project Understanding/Scope of Services
II Proposed Design Team
III Client Responsibilities
IV Schedule

Sincerely,

TVS

Paul McKeever, AIA
Principal

Kevin Gordon, AIA
Project Executive

Enclosure: Proposal

Copies: Janet Simpson/TVS
Erik Waldman/TVS

Docusign Envelope ID: A50516BB-C878-4B01-94AA-71EF54E452CA

Proposal for Professional Services

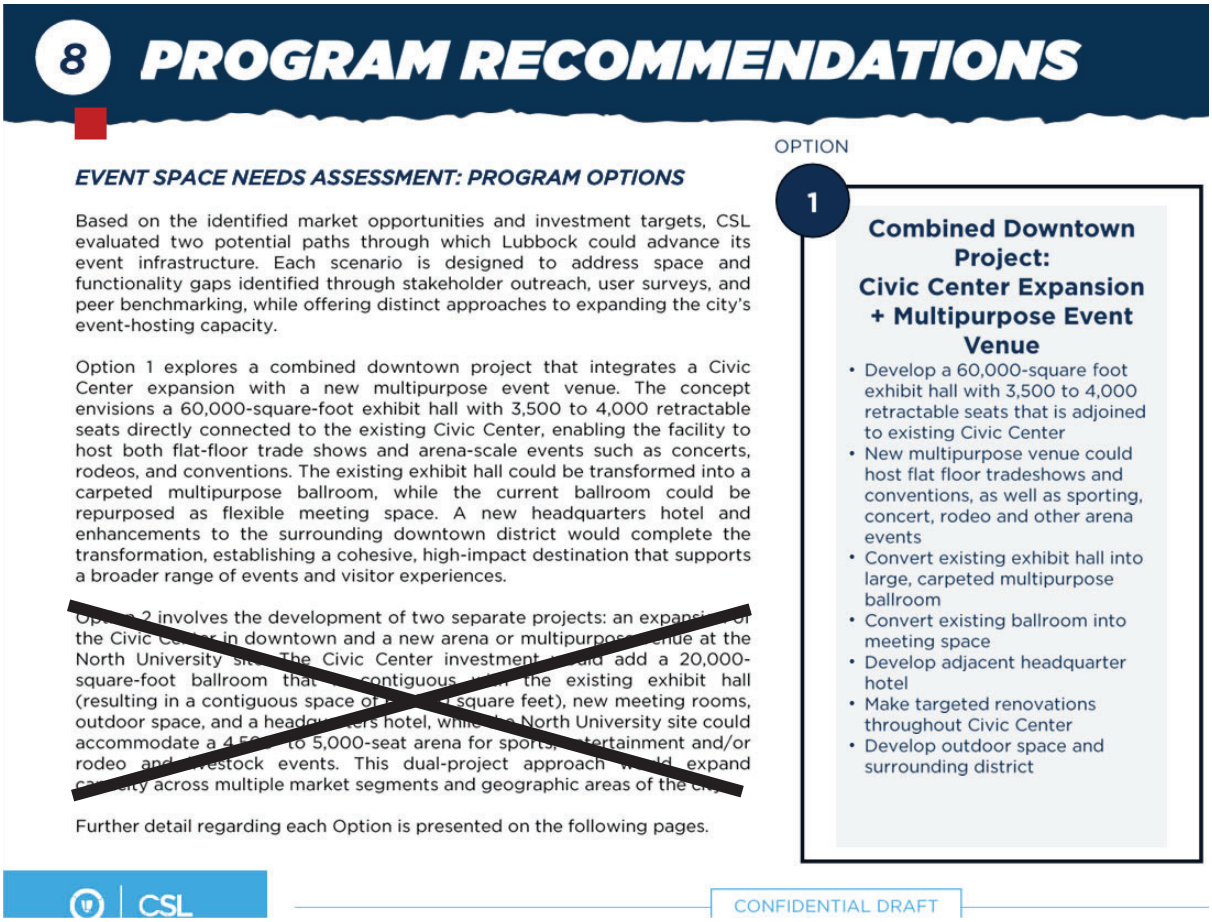
I Project Understanding / Scope of Professional Design Services

A **Project:** Lubbock Memorial Convention Center Conceptual Design and Cost Estimating

B **Client:** City of Lubbock, Texas

C **Project Location:** 1501 Mac Davis Ln, Lubbock, TX 79401

D **Project Description:** The project includes a new 60,000 SF multipurpose venue with retractable seating, converting the existing Exhibit Hall into a 40,000 SF ballroom, and additional meeting room flexibility / conversions. The project also includes site planning aspects to enhance the convention campus including urban realm connections to a potential convention hotel located generally south of the complex, streetscape improvements, landscaping and adequate parking consistent with the following market study program recommendations (Option 1):



8 PROGRAM RECOMMENDATIONS

EVENT SPACE NEEDS ASSESSMENT: PROGRAM OPTIONS

Based on the identified market opportunities and investment targets, CSL evaluated two potential paths through which Lubbock could advance its event infrastructure. Each scenario is designed to address space and functionality gaps identified through stakeholder outreach, user surveys, and peer benchmarking, while offering distinct approaches to expanding the city's event-hosting capacity.

Option 1 explores a combined downtown project that integrates a Civic Center expansion with a new multipurpose event venue. The concept envisions a 60,000-square-foot exhibit hall with 3,500 to 4,000 retractable seats directly connected to the existing Civic Center, enabling the facility to host both flat-floor trade shows and arena-scale events such as concerts, rodeos, and conventions. The existing exhibit hall could be transformed into a carpeted multipurpose ballroom, while the current ballroom could be repurposed as flexible meeting space. A new headquarters hotel and enhancements to the surrounding downtown district would complete the transformation, establishing a cohesive, high-impact destination that supports a broader range of events and visitor experiences.

Option 2 involves the development of two separate projects: an expansion of the Civic Center in downtown and a new arena or multipurpose venue at the North University site. The Civic Center investment would add a 20,000-square-foot ballroom that is contiguous with the existing exhibit hall (resulting in a contiguous space of square feet), new meeting rooms, outdoor space, and a headquarters hotel, while the North University site could accommodate a 4,500- to 5,000-seat arena for sports entertainment and/or rodeo and livestock events. This dual-project approach would expand capacity across multiple market segments and geographic areas of the city.

Further detail regarding each Option is presented on the following pages.

OPTION 1

Combined Downtown Project: Civic Center Expansion + Multipurpose Event Venue

- Develop a 60,000-square foot exhibit hall with 3,500 to 4,000 retractable seats that is adjoined to existing Civic Center
- New multipurpose venue could host flat floor tradeshows and conventions, as well as sporting, concert, rodeo and other arena events
- Convert existing exhibit hall into large, carpeted multipurpose ballroom
- Convert existing ballroom into meeting space
- Develop adjacent headquarter hotel
- Make targeted renovations throughout Civic Center
- Develop outdoor space and surrounding district

CSL

CONFIDENTIAL DRAFT

E **Project Budget:** To be determined

F **Project Scope of Services:** Conceptual Design and Cost Estimating

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II Proposed Design Team

TVS recommends the following firms to be engaged for this study:

A **Concept Design - Architectural:** Thompson, Ventulett, Stainback & Associates, Inc. (TVS)

Contact: Paul McKeever

B **Concept Design - Structural Engineering**: Magnusson Klemencic Associates (MKA)

Contact: Derek Beaman

C **Concept Design - Building Systems Engineering (MEP):** ME Engineers

Contact: Brian Unekis

D **Concept Design - Landscape Architecture / Urban Planning:** Lionheart

Contact: Rebecca Leonard

E **Concept Design** - **Civil Engineering:** Hugo Reed and Associates, Inc.

Contact: Nathan K. Rigler

F **Concept Design - Cost Estimating:** Rider Levett Bucknall (RLB)

Contact: Michael O'Reilly

Additional consultants may need to be added as we further develop the scope

It should be noted that this is a conceptual study and not intended to be full design services. The results of this study will not be fully coordinated or vetted for all compliance. Additional steps, studies, design, documentation and research will be required at the conclusion of this programming exercise and throughout a full-service design process to fully explore and confirm all aspects of development and design, including but not limited to zoning requirements, building code, fire, traffic, utilities, etc.

III Client Responsibilities

A Client Consultant Responsibilities: We understand that the Client's responsibilities will include provision of existing building drawings and site surveys, and the financial feasibility study with program recommendations.

B Communication: To facilitate clear communications, we understand that the Client will designate a person who will have the authority to direct the work on your behalf on a "day-to-day" basis.

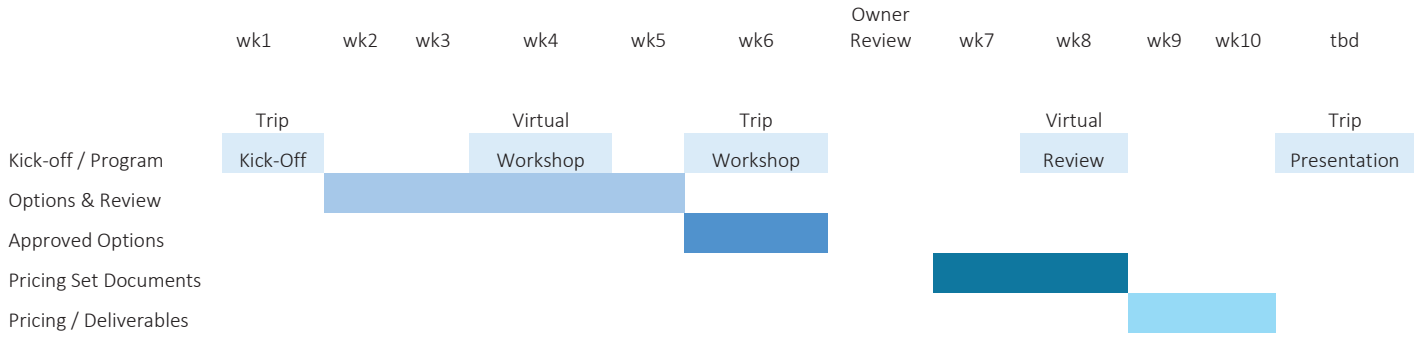
C Development Programming: We understand that the Client will provide TVS with existing building drawings and development program information and will continue to collaborate with TVS regarding the requirements and objectives for the Project, including information regarding other adjacent projects that may influence the project's design. TVS shall be entitled to rely upon the accuracy and completeness of any information, reports and/or site surveys/base information supplied by the Client or by others authorized by the Client.

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IV Schedule

A Schedule: We have prepared the below proposed schedule based on our understanding of the Client's project timeline and have based our fee proposal on it. We will work with the Client to develop a final and mutually acceptable and reasonable design schedule that meets the project's objectives.

1 Concept Design and Cost Estimating 12 weeks



B Changes to Schedule: TVS is responsible for time duration and performance of the Design Team members contracted under TVS scope of services. Impacts as may result from the performance of Client's consultants, Client review and approvals, contractor bidding process and selection, review/permitting by authorities having jurisdiction, and construction are beyond the control and responsibility of TVS. If the schedule requires substantially more time than indicated here, additional fee will be necessary.

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EXHIBIT B

Docusign Envelope ID: A50516BB-C878-4B01-94AA-71EF54E452CA

Lubbock Memorial Convention Center Expansion and Renovation

Re: EXHIBIT B: COMPENSATION AND PAYMENT TERMS AND CONDITIONS

I Compensation

A Design Services

Conceptual Design	$173,000
Conceptual Cost Estimating	$10,000

B Reimbursable Expenses

Travel	$12,000
Professional Renderings (up to 3)	$5,000
Total Fee	**$200,000**

C Consideration: Should the actual scope and/or the basis of our understandings be clarified prior to commencement of our services or determined to be incorrect, or changed for any reason, then the fees quoted in this proposal will be adjusted commensurate with the change and included in an amendment per the terms of the professional services agreement.

D Future Full-Design Services: It is understood that participation in this study will not preclude TVS from being considered and selected for future full-design services for this renovation/expansion project.

E Payment Schedule: TVS proposes submitting monthly invoices for our services with payment due within 30 days of receipt.

F Additional Services: Additional Services, if required and as authorized by the Client in writing, are to be performed on either a fixed fee basis or an hourly basis, as mutually agreed. Hourly rates are indicated on Rate Schedule below:

TRADE RATE SCHEDULES (TVS)	Hourly Rate
1 Project Executive	$475
2 Senior Principal | Senior Vice President	$375
3 Principal	$325
4 Associate Principal	$250
5 Senior Associate	$190
6 Associate	$155
7 Design Professional	$125
8 Intern	$100
9 Specifications Writer	$180

G Reimbursable Expenses:

1 Reimbursable Expense budget of $17,000 has been included in the Professional Services Fee and includes Travel and up to (3) Professional Renderings.

H Payment Terms and Conditions:

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1 Substantive Project Changes: Substantive changes to the project budget, scope of work, required services, or program may require an amendment. The following are outside of our control and therefore we shall not be responsible for time periods, or any delays whatsoever related to the following:

(a) Client reviews and approvals
(b) Bidding Periods
(c) Permitting or reviews by authorities having jurisdiction
(d) Construction periods
(e) Delays outside of the control of TVS

2 Assignment of the Contract: This Agreement shall not be assigned by either party without the written consent of the other.

3 Force Majeure: Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control, by way of example, and not in limitation, fire, act of God, governmental act, national emergency, strike, labor dispute, unusual delay in transportation, inability to procure materials, adverse weather conditions not reasonably anticipatable, unavoidable casualties, state or national emergencies, including the occurrence of any epidemic or pandemic, including coronavirus and the like or any other causes beyond Architect's or Client's reasonable control. Architect and Client shall each exercise their respective commercially reasonable efforts to mitigate the cause of any such force majeure delay, interruption, suspension, or termination and work together to mutually determine going forward strategies including schedule concerns.

4 Use of Documents: The documents provided by TVS are to be used exclusively for this project. The copyright of all documents produced by TVS for this project belongs exclusively to TVS and such copyrights will be licensed to the Client for use on this project upon TVS' receipt of full payment for its services due for the project.

5 Excluded from Services:

(a) Payment of fees to authorities for permits, etc.
(b) Payment of fees to utility service providers
(c) Development or preparation of Market or Economic Feasibility Studies
(d) Development or preparation of materials, manuals, 3D Animations, and Physical Models related to Marketing or Sales
(e) Overseas business travel and accommodation expenses
(f) Independent Reviews by 3rd parties
(g) Relocation of any existing services above or below ground
(h) Fee and Time Adjustments necessitated by delays in Client reviews and approvals.
(i) Design Deliverables other than those listed in Exhibit A of this proposal.

AI# 14661
Regular City Council Meeting **5. 20.**
11/03/2026:

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Agreement 20006, and related documents, by and between the City of Lubbock Public Libraries and SirsiDynix, for the Enterprise SaaS Annual Subscription, Support, and Software Maintenance.

Item Summary

The Sirsi Corporation is the developer for all the SirsiDynix software and specialized services. This Library System Software has been utilized by the City of Lubbock Public Libraries since 1992. To retain continuity for the library system, this software agreement is recommended.

The SirsiDynix Enterprise SaaS Subscription components include eResource Central Gateway Services, 3M Self Check Interface, Training, Symphony SaaS Core, ReferenceLibrarian, Serials, Standard Interchange Protocol v2, NISO Circulation Interchange Protocol Interface, Debt Collection Agency Interface, Enriched Content Basic Public Subscription, BLUEcloud Visibility, and Analytics Platform Pro Subscriptions. These components enable different library computer systems to interact with each other, including self-service kiosks, automated check-out machines, and third-party tools, through the library's central management software.

Fiscal Impact

The first-year cost of the contract for December 1, 2026, to December 31, 2027, is $93,993.01, and is budgeted in the Information Technology FY 2026-27 Operating Budget.

The total five-year Proposed Customer Service Agreement is $539,451.79, and the subsequent years will be requested during the budget process in the Information Technology Operating Budget.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Jennifer Frescaz, Chief Information Officer

Attachments

SirsiDynix Agreement _Resolution
SirsiDynix Agreement Contract 20006

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. 20006, for Enterprise SaaS Annual Subscription, Support, and Software Maintenance for the City of Lubbock's Public Libraries, by and between the City of Lubbock and Sirsi Corporation dba SirsiDynix, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Rachael Blansett
Rachael Blansett, Assistant City Attorney

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MASTER AGREEMENT

City of Lubbock and SirsiDynix

1. DEFINITIONS. All capitalized terms used in this Agreement have the meanings described on the attached Exhibit A.

2. INTRODUCTION AND SCOPE.

2.1 Parties and Purpose. This Agreement is entered into between SirsiDynix and City of Lubbock ("Customer"), effective on the Effective Date to establish the general terms and conditions under which SirsiDynix will provide Products and Services to Customer.

2.2 Additional Terms and Conditions. Additional terms and conditions applicable to the purchase of specific Products and Services may be included in Quotes. No pre-printed or standard terms included in any purchase order or other transactional document provided by Customer will have any effect unless specifically accepted in writing by an authorized SirsiDynix representative, and SirsiDynix hereby rejects such terms.

2.3 Third-Party EULAs. Customer's use of any Third-Party Products may be subject to EULAs required by the owners of such Products. Customer will comply with all such EULAs and will sign them if requested by SirsiDynix.

2.4 Order of Precedence. To the extent any terms or conditions of this Agreement conflict with the terms or conditions of a Quote, the terms and conditions of this Agreement will control, except where the Quote expressly states an intent to supersede a specified provision of this Agreement. To the extent any terms and conditions of this Agreement conflict with the terms and conditions of any EULA, the terms and conditions of the EULA will control.

3. LICENSE GRANTS, SUBSCRIPTION RIGHTS, AND OWNERSHIP.

3.1 Customer-Hosted Software License.

3.1.1 If Customer purchases a Customer-Hosted Software Subscription, then, subject to Customer's timely payment of the applicable Software Subscription fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable license, only during the term of the Subscription, to install, run, and use the Software in the Operating Environment, solely for Customer's Internal Business Purposes. Customer will not make copies of any Software, except for a reasonable number of machine-readable copies solely for internal backup or archival purposes. Customer will reproduce all Intellectual Property rights notices on such copies, and Customer will maintain accurate records of the number and location of all copies which it will provide to SirsiDynix upon request.

3.1.2 Unless otherwise set forth in a Quote, Customer will not simultaneously load and operate Software on more than one server, unless (i) Customer purchases Subscriptions for additional test servers, or (ii) Customer requires multiple temporary installations during a platform migration.

3.2 SaaS Access.

3.2.1 If Customer purchases a SaaS Subscription, then, subject to Customer's timely payment of the applicable fees, Customer and its Users are authorized to access and use the Saas Software during the term of the Subscription set forth in the Quote solely for Customer's Internal Business Purposes. SirsiDynix will use commercially reasonable efforts to make SaaS access available without interruption except for scheduled downtime events, emergency downtime events, or internet service provider failures or delays. SirsiDynix will use commercially reasonable efforts to schedule downtime events outside of normal business hours. Customer acknowledges that SaaS Subscriptions may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. SirsiDynix is not responsible for any delays, delivery failures, or other damage resulting from such problems.

3.2.2 Customer is responsible for maintaining the confidentiality of all SaaS passwords and for ensuring that each password is used only by the authorized User. Customer is responsible for all activities that occur under Customer's and Users' accounts. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's or Users' accounts or any other breach of security known to Customer.

3.2.3 Customer understands that SaaS communications may traverse unencrypted public internet connections and that use of the internet provides the opportunity for unauthorized third parties to gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the internet. Customer will not encrypt Subscription traffic except as may be available through the SirsiDynix VPN solution.

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3.3 Reservation of Rights. All rights in the Products and Services not expressly granted in this Agreement are reserved by SirsiDynix and its third-party providers. Customer acknowledges that: (i) all Customer-Hosted Software is licensed (for the associated Subscription term) and not sold; and (ii) SirsiDynix and its third-party providers retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property embodied or associated with, the Software and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party).

4. CUSTOMER RESPONSIBILITIES

4.1 Unless otherwise specifically agreed in a Quote, Customer is solely responsible for obtaining and maintaining at its own expense all equipment, system software, and services that may be needed to host Customer-Hosted Software or to access SaaS Software, including internet connections.

4.2 Customer will be solely responsible for the accuracy, quality, integrity and legality of Customer Data and for the means by which Customer acquires Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of Customer's or Users' communications or data transmitted through Subscriptions, and that SirsiDynix will not be responsible for the content of any such communications or transmissions. Customer will use Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data that (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive components; (c) violates the rights of others, such as data that infringes on any Intellectual Property rights or violates any right of privacy or publicity; or (d) otherwise violates any applicable law. Customer further agrees not to interfere with or disrupt networks connected to Subscriptions, not to interfere with another customer's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through Subscriptions without notice to Customer. SirsiDynix may suspend or terminate any User's access to Subscriptions upon notice if SirsiDynix reasonably determines that such User has violated these terms and conditions.

4.2.1 Customer will use Third-Party Products, including any Software components, solely in conjunction with SirsiDynix Software, and Customer will have no broader rights with respect to Third-Party Products than it has with respect to SirsiDynix Software. SirsiDynix may add or substitute functionally equivalent products for any Third-Party Products in the event of unavailability, end-of-life, or changes to Software requirements.

4.2.2 The provision of Third-Party Product Subscriptions is subject to availability from third-party providers, and SirsiDynix will have no liability should such Subscriptions become unavailable for any reason or if they are no longer available under reasonable commercial terms.

4.3 Updates and Support.

4.3.1 SirsiDynix will provide Updates and Support during the Subscription Term as described in the applicable Quote. With respect to Software that is a Third-Party Product, SirsiDynix's obligation respecting Updates and Support is limited to using commercially reasonable efforts to provide information regarding how to obtain them from the providers of such Third-Party Products.

4.3.2 Updates will be provided when made generally available by SirsiDynix. SirsiDynix is under no obligation to develop any Updates or new functionality.

4.3.3 SirsiDynix is under no obligation to provide Support with respect to: (i) Products that have been altered or modified by anyone other than SirsiDynix or its licensors; (ii) a Software release for which Support has been discontinued; (iii) Software used other than in accordance with the Documentation or other than on the Operating Environment; (iv) discrepancies that do not significantly impair or affect the operation of a Product; or (v) any products not supplied by SirsiDynix.

4.3.4 For avoidance of doubt, Updates are minor or maintenance releases to standard Products, excluding custom development or customizations whether such customizations are performed by SirsiDynix, by Customer or by a third party. SirsiDynix reserves the right to charge Customer for any reintegration work required to make customizations compatible with new Product releases.

4.3.5 If purchased, premium levels of Support must be purchased for all Products purchased by Customer. Customer may not purchase or renew Support for a subset of Products only.

4.3.6 If an Error is corrected or is not present in a more current release of any Software, SirsiDynix will have no obligation to correct such Error in prior releases of the Software.

4.3.7 Fees paid for Support do not include implementation, training, or other Professional Services.

4.3.8 Customer is responsible to ensure that all Users receive initial training sufficient to enable them to effectively use Products. Failure to do so may result in additional Support fees, at SirsiDynix's discretion, if Support requests are deemed excessive due to insufficient training.

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4.3.9 For Customer-Hosted Subscriptions, Customer agrees to (i) meet the Update standards set forth in SirsiDynix Support Policies and (ii) maintain the Operating Environment. For SaaS Subscriptions, SirsiDynix is responsible for the implementation of Updates and will no longer provide access to any previous release after the date SirsiDynix migrates to a new Product Update in SirsiDynix's hosted environment.

4.4 Hardware and Hardware Support.

4.4.1 Title to Hardware identified in a Quote, if any, will pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucking company, which will constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation.

4.4.2 SirsiDynix does not provide Support for Hardware unless Customer purchases any available Support associated with such Hardware, which may be provided through a third party and subject to that third party's standard terms, conditions, and warranties, if any.

4.5 Access Metrics. Customer may not use Products in excess of the Access Metrics specified in the applicable Quote. If actual usage exceeds the authorized quantities, additional Access Metrics must be purchased at the pricing in effect when purchased, prorated for the remainder of the Subscription term. The Subscription term for additional Access Metrics purchased will terminate on the same date as the Subscription term for pre-existing Access Metrics. Prices are based on Access Metrics purchased and not actual usage. The Access Metrics quantities provided in each Quote are a minimum amount to which Customer has committed for the Subscription term, and there will be no fee adjustments or refunds for any lesser usage.

4.6 Restrictions. Unless specifically permitted or licensed in writing by SirsiDynix, Customer will not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Products, including any metadata incorporated therein; (ii) decompile, disassemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Products, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) write or develop any derivative works based on the Products; (iv) modify, adapt, translate or otherwise make any changes to the Products or any part thereof; (v) use the Products to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vi) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Products; (viii) share its Credentials with, or permit any third party (including automated systems, bots, or artificial intelligence tools) to access, query, or interact with the Products, its outputs, or proprietary data, in any manner that: (a) extracts, harvests, mines, scrapes, or otherwise collects proprietary data or system outputs; (b) evaluates, analyzes, reverse engineers or replicates the functionality, processes, workflows, features or algorithms of the Products; or (c) is used to train, develop, or improve any machine learning or artificial intelligence system; (ix) utilize the Products to report on data derived from data models other than ones approved by SirsiDynix and not materially change such data models to include data elements that are not directly related to the documented, intended uses or (x) otherwise use or copy the Products except as expressly permitted herein.

4.7 Customer Data. SirsiDynix disclaims ownership of all Customer Data, including, without limitation, all bibliographic, authority, item, fine, patron, and other data loaded to, or entered into Customer's database or supplied to SirsiDynix by Customer. Upon expiration of this Agreement, SirsiDynix's sole obligation to Customer with respect to Customer Data stored in either a Horizon or Symphony ILS will be, upon Customer's written request, to extract the entire ILS data set in a database backup file that can be restored to the corresponding database and to store the resulting file on Customer's server (or on a hosted SFTP server for SaaS Subscription customers). Such obligation is further limited only to databases supplied by SirsiDynix to Customer. Note that Symphony ILS customers can extract authority and bibliographic records themselves (including items) in MARC21 format using utilities in the Symphony ILS. SirsiDynix may offer additional extraction and exit services at additional cost.

4.8 License Grant by Customer. Customer hereby grants to SirsiDynix a non-exclusive, royalty-free license, to use software, Customer Data or other material of Customer and a right to access Customer's systems and equipment only as reasonably necessary to perform its obligations under this Agreement and Quotes.

5. SERVICES.

5.1 Services are provided as described in Quotes. SirsiDynix will be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing Services. Any change to the scope of Services must be in writing signed by both parties. Once executed by both parties, a change will become a part of the applicable Quote.

5.2 Customer acknowledges and agrees that SirsiDynix's performance is dependent on Customer's timely and effective performance of its responsibilities

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hereunder and on Customer's timely decisions and approvals in connection with Services. SirsiDynix will be entitled to rely on all decisions and approvals of Customer. Customer Data must be provided to SirsiDynix in a format reasonably approved by SirsiDynix or additional charges will apply. Customer will be responsible for providing SirsiDynix with secured access to Customer's systems as required to perform its obligations hereunder. SirsiDynix alone will determine whether such access is sufficient for the performance of Services.

6. FINANCIAL TERMS

6.1 Fees and Payment Terms.

6.1.1 Customer will pay the amounts set forth in Quotes. Subject to more specific provisions contained in Quotes, if the Customer is not in a multi-year pricing agreement set out in their Quote, SirsiDynix may annually increase the fees for Products and Services upon written notice in advance. SirsiDynix will give good faith efforts to provide such notice 30 days in advance of the date of annual renewals, but failure to do so shall not prejudice SirsiDynix's rights to raise prices. Invoices will become past due 30 days after the invoice date. Interest will accrue on past due balances at the lower of 1½% per month or the highest rate allowed by law. If Customer fails to make payments of any amount due under this Agreement, SirsiDynix will be entitled to suspend its performance upon 10 days written notice to Customer.

6.1.2 Unless expressly provided otherwise in writing, amounts paid or payable for Products are not contingent upon SirsiDynix's performance of any Services.

6.1.3 Except as specifically set forth in this Agreement or the applicable Quote, all Quotes are non-cancellable, in whole or in part, and all amounts paid by Customer to SirsiDynix are non-refundable and non-transferable.

6.2 Taxes. Customer agrees to pay any sales tax, use tax and similar taxes that SirsiDynix is required to collect from Customer by any taxing authority in connection with this Agreement. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate upon execution of this Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in providing such certificate or in paying such taxes as invoiced.

6.3 No Contingencies. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written statements made by SirsiDynix regarding future functionality or features.

7. CONFIDENTIALITY.

7.1 Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorized disclosure and will use the same degree of care that it uses to protect its own Confidential Information, but in no event less than a reasonable degree of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of this Agreement. Neither party will disclose to third parties any Confidential Information of the other party without the prior written consent of the other party.

7.2 Exceptions. The obligations set forth in Section 7.1 will not apply to Confidential Information to the extent that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by a party without reference to any Confidential Information of the other party; or (v) is required to be disclosed by law, provided the receiving party promptly notifies the disclosing party of such requirement and allows the disclosing party a reasonable time to oppose such requirement. The parties acknowledge that Customer may be subject to freedom of information legislation and further acknowledge that such legislation may supersede the confidentiality provisions of this section as they apply to Customer.

7.3 Aggregated information. SirsiDynix will have the right to aggregate and retain information for purposes of analyzing and improving Product performance and for other similar purposes, provided that such aggregated information does not include any Confidential Information of Customer or any Personally Identifiable Information.

8. **DATA PRIVACY.** Customer represents and warrants that before providing Personally Identifiable Information to SirsiDynix or its agents or using any Products or Services to store or process Personally Identifiable Information, it will comply with all laws and regulations applicable to the information, including providing notices to, or obtaining consent from, individuals to allow processing of their Personally Identifiable Information as contemplated by this Agreement and applicable Quotes. SirsiDynix will comply with all laws and regulations applicable to its processing of Personally Identifiable Information in connection with this Agreement. If applicable laws or regulations require the parties to enter into a data processing agreement, they will execute SirsiDynix's form(s) of agreement applicable under the circumstances.

9. INDEMNIFICATION

9.1 By SirsiDynix.

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9.1.1 SirsiDynix will defend or settle, at its option and expense, any Claim against Customer alleging that a Product infringes a third party's registered patent, copyright, or registered trademark. SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim. SirsiDynix's obligations under this section 9.1 are contingent upon: (a) Customer providing SirsiDynix with prompt written notice of the Claim; (b) Customer providing reasonable cooperation to SirsiDynix in the defense or settlement of the Claim; and (c) SirsiDynix having sole authority to defend or settle the Claim.

9.1.2 Notwithstanding the foregoing, SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified a Product or having used a release other than the most current unaltered release of such Product, if the infringement would have been avoided by the use of such current unaltered release, (ii) Third-Party Products, or (iii) the combination, operation or use of SirsiDynix Software with software not provided by SirsiDynix.

9.1.3 If it is finally adjudicated that the use of a Product in accordance with this Agreement infringes any registered patent, copyright, or registered trademark, SirsiDynix will, at its option: (i) procure for Customer the right to continue using the infringing Product; (ii) replace or modify the same so it becomes non-infringing; or (iii) provide Customer with an equitable adjustment in the fees paid for the affected Product. THIS SECTION 9.1 STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

9.2 By Customer. To the extent allowed by law, Customer will defend or settle, at its option and expense, any Claim brought against SirsiDynix by a third party arising out of or in connection with: (i) any claim that Customer Data infringes on the Intellectual Property rights of a third party; or (ii) any breach of a warranty made by Customer to SirsiDynix hereunder. Customer's obligations under this section 9.2 are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of the Claim; (b) SirsiDynix providing reasonable cooperation to Customer in the defense and settlement of the Claim; and (c) Customer having sole authority to defend or settle the Claim.

10. WARRANTIES; REMEDIES; DISCLAIMERS

10.1 Customer-Hosted Software. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, Customer-Hosted Software, when used in the Operating Environment and in accordance with the applicable Documentation, will operate in all material respects in conformity with the Documentation. The foregoing warranty does not apply to any Customer-Hosted Software that is a Third-Party Product.

10.2 SaaS Software. SirsiDynix warrants that SaaS Software, when used in accordance with the applicable Documentation, will operate in all material respects in conformity with the Documentation. The foregoing warranty does not apply to any SaaS Software that is a Third-Party Product.

10.3 Remedies. If Customer-Hosted Software or SaaS Software (other than Third-Party Products) does not perform as warranted in Sections 10.1 or 10.2, as applicable, Customer will promptly notify SirsiDynix in writing and, as Customer's exclusive remedy, SirsiDynix will use commercially reasonable efforts to correct reported Errors. Provided that such Errors are determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix will, at its sole option, within 90 days of its receipt of Customer's written notice (i) correct such Errors; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Errors; or (iii) if neither of the foregoing remedies can be accomplished with reasonable commercial efforts by SirsiDynix, SirsiDynix or Customer may terminate the affected SirsiDynix Software Subscription and Customer will be entitled to an equitable adjustment in the fees paid therefor as reasonably determined by SirsiDynix. The preceding remedy will constitute SirsiDynix's entire liability and Customer's exclusive remedy under the warranties set forth in Sections 10.1 and 10.2.

10.4 Exclusions. SirsiDynix is not responsible for any claimed breach of any warranty caused by (i) modifications made to Software by anyone other than SirsiDynix, (ii) the combination, operation or use of Software with any items that are not part of the Operating Environment, (iii) Customer's failure to use any new or corrected releases of Software made available by SirsiDynix, (iv) SirsiDynix's adherence to Customer's specifications or instructions, or (v) Customer deviating from the operating procedures described in Documentation.

10.5 Third-Party Products. SirsiDynix warrants that it is an authorized distributor of Third-Party Products and that with the execution of this Agreement, the applicable Quote (if any) and the applicable EULA (if any), Customer will have the right to use such products in accordance with such documents. SirsiDynix MAKES NO OTHER WARRANTY WITH RESPECT TO ANY THIRD-PARTY PRODUCTS. CUSTOMER'S SOLE REMEDY WITH RESPECT TO THIRD-PARTY PRODUCTS WILL BE PURSUANT TO THE ORIGINAL LICENSORS' OR OTHER SUPPLIERS' WARRANTY, IF ANY, TO SIRSIDYNIX, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR OR SUPPLIER.

THIRD-PARTY PRODUCTS ARE MADE AVAILABLE BY SIRSIDYNIX ON AN "AS IS, AS AVAILABLE" BASIS.

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10.6 Hardware. SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties will be governed by the manufacturer's warranty. SIRSIDYNIX MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO HARDWARE OR HARDWARE MAINTENANCE. CUSTOMER'S SOLE REMEDY WITH RESPECT TO HARDWARE OR HARDWARE MAINTENANCE WILL BE PURSUANT TO THE MANUFACTURER'S WARRANTY APPLICABLE TO CUSTOMER, IF ANY.

10.7 Disclaimers. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, (iii) ANY WARRANTY THAT THIRD-PARTY PRODUCTS WILL BE ACCURATE, RELIABLE OR ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES WILL CREATE ANY WARRANTY OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT USE OF, OR CONNECTION TO, THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY MEASURES AND TO GAIN UNAUTHORIZED ACCESS TO PRODUCTS AND CUSTOMER DATA. ACCORDINGLY, SIRSIDYNIX CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER, OR STORED IN, ANY SYSTEM CONNECTED TO THE INTERNET.

11. EXCLUSION AND LIMITATION OF LIABILITY

11.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES) TO CUSTOMER FOR ANY AND ALL CLAIMS BY CUSTOMER OR ANY THIRD PARTIES UNDER THIS AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 9.1 (Indemnification), WILL BE LIMITED TO AN AGGREGATE (AND NOT 'PER CLAIM' AMOUNT) OF THE FEES PAID BY CUSTOMER FOR PRODUCTS AND SERVICES DURING THE 12 MONTHS PRIOR TO THE DATE ON WHICH THE EVENTS LEADING TO THE CLAIM FIRST OCCURED.

11.2 IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 NO CLAIM ARISING OUT OF THIS AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ARISES.

12. TERM AND TERMINATION

12.1 Term of this Master Agreement. The term of this Agreement (the "Term") will commence on the Effective Date and will continue in full force and effect until the expiration or termination of all Quotes, unless terminated earlier as provided herein.

12.2 Terms of Subscriptions. The initial term of a Subscription begins on the Go Live Date and expires after the number of years specified in the applicable Quote. Upon expiration of such initial term, a Subscription will automatically renew for consecutive terms of one year each until either party gives written notice of termination, or a request to change Products or Services to the other party at least 60 days prior to the end of the then-current term. All annual price increases for renewal terms will be at the standard increase rates offered by SirsiDynix on the date of renewal. There is no obligation on SirsiDynix to provide advanced notice of this deadline, and Customer understands they must track it independently.

12.3 Termination.

12.3.1 Either party may terminate this Agreement immediately upon written notice if the other party commits a non-remediable material breach or if the other party fails to cure any remediable material breach or to provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate this Agreement, it may at its discretion terminate the Master Agreement or only Quote(s) to which the breach applies. Quotes that are not terminated will continue in full force and effect under the terms of this Agreement.

12.3.2 Upon termination of this Agreement, Customer agrees to certify that it has returned or destroyed all copies of the Documentation and SirsiDynix's Confidential Information, and Customer acknowledges that its rights to use the same will them be relinquished.

12.4 Suspension. SirsiDynix will be entitled to suspend any or all performance hereunder upon 10 days written notice to Customer in the event Customer is in breach of this Agreement. Further, SirsiDynix may suspend Customer's use of, and access to, all or a portion of any Subscriptions if, and so long as, in SirsiDynix's sole

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judgment, Customer creates a security risk that may interfere with the proper continued provision of services or the operation of SirsiDynix's network or systems. SirsiDynix may impose an additional charge to reinstate service following such suspension.

13. **GENERAL PROVISIONS**

13.1 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder but will not be liable for delays resulting from strike, fire, flood, earthquake, power outages, governmental acts or orders or restrictions, failure of suppliers, or any other circumstance where failure to perform is beyond the reasonable control of and is not caused by the negligence of the non-performing Party and as long as such Party is diligently attempting to work around the cause of the delay to minimize the impact of the event. This provision does not relieve Customer of its obligation to make payments then owing.

13.2 Assignment. SirsiDynix may assign this Agreement and its rights and obligations hereunder to its parent company or other affiliated company, to a successor by operation of law, or to another entity pursuant to the sale or transfer of all or substantially all its stock or assets. Neither party may otherwise assign or transfer this Agreement without the prior written consent of the other party, which will not be unreasonably delayed or withheld.

13.3 Cooperation. Customer agrees to provide assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform all installation, implementation, and Services required to fulfill its obligations hereunder including but not limited to ensuring SirsiDynix has remote access. Failure to grant such cooperation will allow SirsiDynix to deem the Product in question to be fully accepted and delivered. If any delay in implementing Products caused by Customer results in SirsiDynix incurring additional expenses, Customer will pay to SirsiDynix the amount of such additional expenses. If any act or omission of Customer delays SirsiDynix's ability to implement or deliver any Software, Subscription, or Service ordered by Customer for more than one hundred twenty (120) days following the later of (i) the date of the Quote governing such items or (ii) the agreed Go Live Date (if any) for such items as set forth in the governing Quote, then SirsiDynix may, in its sole discretion, cancel the delivery and implementation of such items. In such cases, SirsiDynix will not refund any amounts prepaid by Customer for such items, and SirsiDynix's obligations respecting the Software, Subscription or Services will be deemed completed.

13.4 Delegation. SirsiDynix may subcontract or delegate any Services under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix will remain responsible for the performance of any such subcontractors.

13.5 Notice of U.S. Government Restricted Rights. The Software and its documentation are "Commercial items," "Commercial computer software" and "Computer software documentation" as defined by the Federal Acquisition Regulations ("FAR") and Defense Federal Acquisition Regulations Supplement ("DFARS"). Pursuant to FAR 12.211, FAR 12.212, DFARS, 227.7202-1 through 227.7202-4, and their successors. The U.S. Government acquires the Software and its documentation subject to the terms of this Agreement.

13.6 Export. Customer will comply fully with all relevant export laws and regulations of the United States to ensure that Software is not exported, directly or indirectly, in violation of United States law.

13.7 Non-solicitation. During the Term and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to public recruiting advertisements and events will not be a violation of this provision.

13.8 Notices. Any notice required or permitted to be sent under this Agreement will be delivered by hand, by overnight courier, or by registered mail, return receipt requested, to the address of the parties set forth in this Agreement or to such other address of a party notified to the other party in writing in accordance with this subsection.

13.9 Relationship. The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party.

13.10 Invalidity. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

13.11 Survival. Expiration or termination of this Agreement for any reason will not relieve either party of any right or obligation accruing prior to such expiration or termination. Further, any obligation, or liability of either party under this Agreement or under any ancillary agreement executed in connection herewith, or any subsequent addenda hereto or thereto that by its nature and intent remains valid after termination or expiration will survive any termination or expiration of this Agreement.

13.12 No Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies hereunder must be in writing to be effective. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the

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party granting such waiver in any other respect or at any other time. The waiver by either of the parties of a breach or of a default under any of the provisions of this Agreement will not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights, or privileges. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed or deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

13.13 Entire Agreement. This Agreement constitutes the parties' entire agreement relating to its subject matter and it cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, warranties, and other communications between the parties relating to its subject matter as well as any prior contractual agreements between the parties respecting such subject matter. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party.

13.14 Governing Law and Venue; Attorneys' Fees. This Agreement will be governed by and construed in accordance with the laws of the State of Utah without giving effect to its principles of conflict of laws. Unless both parties otherwise agree in writing, the exclusive venue and jurisdiction for any controversy, dispute or claim arising out of or relating to this Agreement will be the United States District Court for the District of Utah or in another court of competent jurisdiction located within the County of Utah, State of Utah, USA. Each party submits to the exclusive venue and jurisdiction of such courts, agrees that it will not bring any suit or judicial proceeding in any forum other than such courts, and agrees not to assert any objection that it may have to the venue or jurisdiction of such courts. If a party seeks and obtains a remedy in such courts, the prevailing party will be entitled to its reasonable attorneys' fees and costs.

13.15 Application of Laws. The parties agree that this Agreement is not a contract for the sale of goods; therefore, this Agreement will not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or by the United Nations Convention on Contracts for the International Sale of Goods.

13.16 Counterparts. This Agreement and all Quotes may be executed in one or more counterparts, each of which will constitute an enforceable original, and facsimile, electronic or pdf scanned copies of signatures will be as effective and binding as original signatures.

13.17 Headings and Drafting. The headings in this Agreement will not be used to construe or interpret this Agreement. This Agreement will not be construed in favor of or against a party based on a party's drafting of the document or any modifications hereof.

****

City of Lubbock **1306 Ninth Street** **Lubbock** **Texas** **79401** **United States**	**Sirsi Corporation dba SirsiDynix** **3300 N. Ashton Blvd. – Suite 500** **Lehi, UT 84043**
Sign:	Sign: Signed by: 22C41194B269498...
Print Name: Mark W. McBrayer	Print Name: Dan Youngren
Title: Mayor	Title: Group Leader
Date:	Date: 10/27/2026

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Exhibit A - DEFINITIONS

"Access Metrics" means limits on Product usage as set forth in a Quote such as limits on titles, circulation, Users, students, seats, and reports.

"Agreement" means this Master Agreement, including its exhibits and any other attachments and Quotes incorporated by reference.

"Claim" means all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys' fees and all related costs and expenses) arising from or relating to any suit, proceeding, demand, or action brought by a third party against an indemnified party.

"Confidential Information" means information of a party including but not limited to the terms and conditions (but not the existence) of this Agreement, trade secrets, Software, source code, object code, specifications, and results of testing and benchmarking of the Products or Services, Product roadmaps, and information relating to or embodied in Software or Documentation, including but not limited to information designated as confidential in writing and information which ought to be reasonably considered confidential and proprietary to the disclosing party. Confidential Information does not include the fact that Customer uses Products.

"Content" means any information, data, text, music, sound, photographs, graphics, video messages or other material that Customer receives through a Subscription.

"Credentials" means the authentication information, such as passwords and API keys, necessary for Subscriber to access and interact with the Web Services and the Test Platform.

"Customer" is defined in Section 2.1.

"Customer Data" means any information provided by Customer or by Customer's Users to SirsiDynix under this Agreement. Customer Data does not include data aggregated by SirsiDynix that does not include any Confidential Information of Customer or any Personally Identifiable Information.

"Customer-Hosted Software" means Software hosted by Customer on its own servers or on servers provided by third parties contracted by Customer.

"Documentation" means the user instructions, release notes, manuals, and on-line help files regarding the use of Products.

"Effective Date" means the date on which the last party to sign this Agreement, or any document to which it is appended, does so.

"Error" means a material failure of a Product to conform to its functional specifications as described in the Documentation.

"EULA" means the end user license agreement that accompanies a Third-Party Product and governs the use of the Third-Party Product by Customer.

"Go Live Date" means the date on which Products are substantially ready for operational use for normal daily business, as documented by the Parties. In the case of a conversion to SaaS, the Go Live Date for all products on a Quote in respect of a conversion will be deemed to be the date the core system (Symphony, Horizon, EOS, etc., or future derivatives thereof) is substantially ready for operational use for normal daily business, as documented by the Parties.

"Hardware" means physical hardware and equipment manufactured by third-party providers and sold to Customers by SirsiDynix.

"Intellectual Property" means (i) copyrights and other rights associated with works of authorship, (ii) trade secrets and other confidential information; (iii) patents, patent disclosures and all rights in inventions (whether patentable or not); (iv) trademarks, trade names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith; (v) all other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in effect.

"Internal Business Purposes" means purposes directly related to Customer's own internal operations and Customer's provision of products and services to its own end-user customers and patrons, but excludes sharing, reselling, or otherwise making Products or Services accessible to organizations who are not parties to the Agreement or who are not otherwise made beneficiaries of the Agreement by its terms.

"Operating Environment" means the SirsiDynix-recommended hardware, operating system, middleware, database products and other software with which the Software will operate.

"Personally Identifiable Information" means information relating to natural persons to the extent such information is of a type protected by laws or regulations applicable to the parties' collection and processing thereof.

"Professional Services" means data conversion, Product implementation, site planning, configuration, integration and

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deployment of Software or Subscriptions, training, project management and other consulting services.

"Product(s)" means Software, Content, and Hardware, including associated Documentation provided by SirsiDynix to Customer under this Agreement.

"Quote" means any document executed by the parties, regardless of designation, that states that it is governed by this Agreement and that describes order-specific information, such as, without limitation, Product and Service descriptions, Access Metrics, fees, statements of work, exhibits and milestones.

"SaaS" means Software as a service hosted by SirsiDynix or its providers that Customer and Users may access via remote internet connections.

"Services" means those services provided or arranged by SirsiDynix under this Agreement including but not limited to Professional Services and Support.

"SirsiDynix" means Sirsi Corporation dba SirsiDynix.

"SirsiDynix Software" means Software that is owned by SirsiDynix and provided to Customer under this Agreement.

"Software" means computer software in machine-readable object code (not source code), including where applicable, Application Programming Interfaces, Subscriptions for SaaS software, together with the Documentation for such software, and any Updates thereto provided by SirsiDynix to Customer under this Agreement.

"Subscription" means SirsiDynix's provision of Products and Services to Customer and Customer's Users on a subscription basis. Subscriptions are limited to, and governed by, the Access Metrics, Subscription Term and other parameters set forth in the applicable Quote. A Subscription is not itself a license grant with respect to any Software or Content.

"Support" means the support provided by SirsiDynix for SirsiDynix Software at base or premium levels as described in applicable Quotes and in accordance with SirsiDynix's Support policies in effect at the time the Support is provided, which may be modified from time-to-time by SirsiDynix in its sole discretion.

"**Term**" is defined in Section 12.1.

"Third-Party Products" means Products sourced from a party other than SirsiDynix.

"Third-Party Services" means Services sourced from a party other than SirsiDynix.

"Updates" means the Error corrections, releases, updates, modifications and enhancements to Products that SirsiDynix makes generally available to its customers. Updates exclude new Products, modules, platform support or functionality for which SirsiDynix charges a separate fee.

"Users" means Customer's employees, customers or patrons who have been authorized by Customer to use Products. Each User will be one person; usernames and passwords cannot be shared or used by more than one person.

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Billing Address:
Cit of Lubbock
Lubbock Public Library
1306 Ninth Street
Lubbock
Texas
79401
United States

Signature(s)

Customer Signature:

City of Lubbock

By: _____ Job Title: Mayor

(Authorized Signature)

Name: Mark W. McBrayer Date: _____

(Printed)

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Signed by:
68BC1FB18B1740C...
_____
Jennifer Frescaz, Chief Information Officer

APPROVED AS TO FORM:

Signed by:
Rachael Blansett
F333E6969DC0452...
_____
Rachael Blansett, Assistant City Attorney

Sirsi Corporation dba SirsiDynix Signature

By: Signed by:
22C41194B269498...
_____ Job Title: Group Leader

(Authorized Signature)

Name: Dan Youngren Date: 10/27/2026

(Printed)

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SirsiDynix Technology Center
3300 N. Ashton Boulevard,
Suite 500
Lehi, UT 84043
Phone: 800-288-8020

QUOTE

Quote Q-04577 for:

City of Lubbock

Lubbock Public Library - 5 Yr. LTA

Quote valid until:	December 9, 2026
Prepared by:	Stacy Betts, Senior Sales Director, New Account Development

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Purchase Details

All prices are in U.S. dollars ($) and are exclusive of taxes unless otherwise noted.

Please note that this Quote does not include costs for the products listed below. The costs for these existing products, as per last maintenance invoice, need to be added to the annual costs in this Quote to establish the current total annual cost.

Continuing Assets:

SirsiDynix

5 Years 6.9% LTA Quote: 33133919000100SH

Lubbock Public Library

Item Number	Item Description	Serial Number	Qty	Coverage Effective Dates From	To	EOL Date	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
10755	SirsiDynix Symphony SaaS Core		1	1/Dec	30/Nov		35,634.22	38,092.98	40,721.40	43,531.18	46,534.83
10768	SirsiDynix Symphony SaaS ReferenceLIBRARIAN		1	1/Dec	30/Nov		0.00	0.00	0.00	0.00	0.00
10771	SirsiDynix Symphony SaaS Serials		1	1/Dec	30/Nov		8,908.54	9,523.23	10,180.33	10,882.77	11,633.68
10777	SirsiDynix Symphony SaaS Universal SIP2		1	1/Dec	30/Nov		8,908.54	9,523.23	10,180.33	10,882.77	11,633.68
12300	SirsiDynix Symphony SaaS NCIP Interface Per Certified Vendor		1	1/Dec	30/Nov		1,789.32	1,912.78	2,044.76	2,185.85	2,336.67
10763	SirsiDynix Symphony SaaS Debt Collection Agency Interface		1	1/Dec	30/Nov		2,855.30	3,052.32	3,262.93	3,488.07	3,728.75
13645	BLUEcloud Analytics Platform Pro, Annual Subscription		1	1/Dec	30/Nov		10,780.37	11,524.22	12,319.39	13,169.43	14,078.12
13376	BLUEcloud Visibility, Annual Subscription		1	1/Dec	30/Nov		6,989.15	7,471.40	7,986.93	8,538.03	9,127.15
12855	SirsiDynix Enterprise, SaaS Annual Subscription		1	1/Dec	30/Nov		5,691.58	6,084.30	6,504.12	6,952.90	7,432.65
12320	Web Services, Basic for SirsiDynix Enterprise		1	1/Dec	30/Nov		0.00	0.00	0.00	0.00	0.00
13040	SirsiDynix eResource Central Gateway Services, Annual Subscription		1	1/Dec	30/Nov		3,489.80	3,730.60	3,988.01	4,263.18	4,557.34
13137	SirsiDynix eRC Connector for OverDrive, Annual Subscription		1	1/Dec	30/Nov		0.00	0.00	0.00	0.00	0.00
14220	Syndetics Unbound Base Package, Annual Subscription		1400	1/Dec	30/Nov		5,426.49	5,800.92	6,201.18	6,629.06	7,086.47
12712	Training - Subscription, Yearly eLearning - 5 users		1	1/Dec	30/Nov		1,364.23	1,458.36	1,558.99	1,666.56	1,781.55
12013	Training - Subscription, Value Instructor-Led		1	1/Dec	30/Nov		2,155.47	2,304.20	2,463.19	2,633.15	2,814.84
M-2788	3M Self Check Interface		1	1/Dec	30/Nov		571.15	610.56	652.69	697.73	745.87
						Total	$ 94,564.16	$ 101,089.10	$ 108,064.25	$ 115,520.68	$ 123,491.60

All prices are in U.S. Dollars and are exclusive of taxes unless otherwise noted.
******Due to changes in sales tax laws, we are requesting updated tax exemption certificates from all customers. Tax may be added to your invoice even though you are exempt if we do not receive the exemption**

"This quote is based on a 6.9% uplift and is dependent upon the signing of a 5 year Long Term Agreement. SirsiDynix is not obligated to honor the quote if those conditions are not met. SirsiDynix reserves the right to adjust pricing for Third Party/Integrated products/services if a Third Party vendor Increases pricing for Third Party/Integrated products/services or requires substantial deviations from our standard master agreement terms."

Signature Date

Please Print Name and Title

Initial Term: 5 year(s)

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: 6.900% until Term renewal

The Initial Term and the Initial Term Annual Price Increase Cap set forth above shall apply to existing Products/Services and new purchased Products/Services. The schedule of products is provided in Renewal Quote# 33133919000100SH accompanying this Quote.

Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.

SirsiDynix reserves the right to adjust Initial Term pricing for Third-Party Products and Third-Party Services if the vendor increases its pricing for such items.

The information in this Quote is proprietary, confidential and a trade secret of SirsiDynix. Disclosure to any person who is not an employee or professional advisor of the organization named on the cover sheet is prohibited.

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Any applicable discount shall be applied on final payment. Any pre-printed terms and conditions on Customer's purchase order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

Prices quoted herein are based upon parties entering into SirsiDynix's standard master agreement and the risks assumed by SirsiDynix and Customer thereunder. SirsiDynix reserves the right to adjust any pricing as a result of requested deviation from such terms by the Customer and shall not be bound by such prices until a final agreement or Quote is signed.

This Purchase Details section may not include pre-existing obligations for ongoing Products not listed in the Quote.

Terms and Conditions

Upon execution by both parties, this Quote will be incorporated into, and governed by, the current agreement executed between SirsiDynix and Customer.

Customer shall not integrate products offered by third parties into Software or Subscriptions without a specific license to do so from SirsiDynix.

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

If Third-Party EULAS are attached to this Quote, the terms and conditions contained therein will govern Customer's use of the associated Third-Party Products and Third-Party Services in addition to these Terms and Conditions.

Renewal and Payment Terms

The term of each quoted Subscription is for no less than the Initial Term and will automatically renew for consecutive subsequent terms equal to the Initial Term. Subscription and Support fees will be paid annually in advance. Following the first year of System operation, Subscription and Support fees will be subject to annual increases. Unless otherwise specifically stated in writing, Products and/or Services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

Any Access Metrics included in this quote will apply only to the Products and/or Services described herein.

The information in this Quote is proprietary, confidential and a trade secret of SirsiDynix. Disclosure to any person who is not an employee or professional advisor of the organization named on the cover sheet is prohibited.

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Amendments

Customer acknowledges that it has no ability to amend Products or Services without the express written agreement of SirsiDynix except by providing 60 days prior written notice to SirsiDynix ahead of the expiration of the initial term of this Quote, or any renewal term, without the express written agreement of SirsiDynix. Prices reflect cost for the bundle of Products and Services purchased, and as such, SirsiDynix is not obligated to refund or adjust prices for Products or Services it agrees to remove from this Quote.

Delays

If any Product or Service provided under this Quote is not delivered and implemented by Customer by the date that is the later of: a) any agreed implementation date among the parties in the Master Agreement or other controlling agreement; and b) 120 days from the date hereof, and such delay is not the fault of SirsiDynix, SirsiDynix shall be entitled in its sole discretion to implement such Products with default settings on the Customer's system and, upon doing so, such delayed Products shall be deemed delivered to Customer in compliance with this Quote and any agreement among SirsiDynix and Customer in force. Parties recognize that SirsiDynix must allocate and schedule professional resources and that any Services (including but not limited to training) shall be deemed delivered to Customer if not scheduled within 120 days of the date hereof. Any scheduled Services (including, but not limited to training) not attended by Customer shall be deemed delivered, and no refund shall be granted in the case of non-attendance. Upon delivery of the Products or Services, even if deemed under this paragraph, all applicable payment milestones shall be considered to be met, and all payment obligations of the Customer in respect thereof shall be realized.

The information in this Quote is proprietary, confidential and a trade secret of SirsiDynix. Disclosure to any person who is not an employee or professional advisor of the organization named on the cover sheet is prohibited.

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ADDENDUM TO MASTER AGREEMENT GC#331339

CITY OF LUBBOCK AND SIRSIDYNIX

This Addendum to the above-referenced Master Agreement ("Agreement") is made and entered into by and between the City of Lubbock, ("City"), a Texas home rule municipality, and Sirsi Corporation dba SirsiDynix ("SirsiDynix").

1. All funds for payment by the City under the 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 the Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of the Agreement, cancellation shall be accepted by SirsiDynix 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 the Agreement beyond the Non-Appropriation Date.

2. 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 mediation or arbitration 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.

3. 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.

4. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, SirsiDynix 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 Agreement.

5. SirsiDynix verifies that: (1) 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 (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If SirsiDynix is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, SirsiDynix 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 Agreement against a firearm entity or firearm trade association.

6. SirsiDynix represents and warrants that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to the Agreement. If SirsiDynix is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, SirsiDynix verifies that, pursuant to Texas Government Code Chapter

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2276, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement.

7. The Agreement is public information. To the extent, if any, that any provision of the Agreement is in conflict with Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act") the same shall be of no force and effect.

8. To the extent Subchapter J, Chapter 552, Government Code applies to the agreement, SirsiDynix 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.

9. The 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, the Parties, and any other regulatory body having jurisdiction. The 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 the Agreement shall be in a court of appropriate jurisdiction in Lubbock County, Texas exclusively.

10. The Agreement is entered solely by and between, and may be enforced only by and among the parties. The Agreement shall not be deemed to create any rights in or obligations to any third parties.

11. The Agreement is not intended to, and shall not be construed to create any joint enterprise between or among the parties.

12. 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.

13. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THE 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 PARTIES RETAIN ALL GOVERNMENTAL IMMUNITIES.

In the event of any conflict between either the terms or provisions of this Addendum, the Master Agreement or Quote Q-04577, this Addendum shall control.

CITY OF LUBBOCK:

Mark W. McBrayer, Mayor

SirsiDynix:

BY: Signed by: 22C41194B269498...

Authorized Representative

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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 (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 / $2,000,000 Aggregate **Additional Insured required* **Waiver of Subrogation required*
Cyber Liability	$1,000,000 per claim
Technology E&O 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 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

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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.

AI# 14663
Regular City Council Meeting 5. 21.
11/03/2026:

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 90000101, with Axon Enterprise, Inc., for body-worn and in-car camera systems for the Police Department.

Item Summary

This purchase includes body-worn cameras and fleet dashboard cameras for the Police Department. The additional camera systems will increase the inventory to align with the number of sworn officers, to ensure that officers have access to the equipment needed to support departmental operations.

Body-worn and dashboard cameras provide a record of events that can assist with investigations, evidence collection, and the review of incidents. They also support transparency and accountability in the delivery of services.

The purchase includes cloud storage for video recordings, providing a centralized location for video storage and retention. The system also includes features such as auto-tagging to assist with organizing and managing recordings.

The purchase is part of an existing Capital Improvement Program Project that provides for the Police Department's camera needs.

Purchase Order 90000101, with Axon Enterprise, Inc., is made through BuyBoard Contract #743-24.

Fiscal Impact

The purchase amount of $1,333,000.78 is a 2-year cost, split between Capital Improvement Project 92833 - Specialized Camera System, and the Police Department Operating Account 5711.9226.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Jennifer Frescaz, Chief Information Officer

Attachments

Axon Enterprise Inc _Resolution
Axon Enterprise Inc _Purchase Order
CIP 92833 Budget Detail
CIP 92833 Specialized Camera System

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 90000101, in accordance with BuyBoard Contract 743-24 for the purchase of Law Enforcement Body Cameras, Supplies, and Equipment, by and between the City of Lubbock and Axon Enterprise, Inc., and all related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Seth Herman, Chief of Police

APPROVED AS TO FORM:

_____
Rachael Blansett, Assistant City Attorney

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 10/9/2026
Order Number 90000101 000 OP
Branch/Plant 92833

TO: AXON ENTERPRISE, INC
17800 N 85TH STREET
SCOTTSDALE AZ 85255

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 10/27/2026 Freight .
Requested 11/19/2026 Taken By K MORGAN
Delivery Per J Zhine / Req # 65423 BUYBOARD CONTRACT 743-24/Q-786561-001/PUR 20008

If you have any questions regarding this order, please contact Jay Zhine at 806-775-2366 or via email at JZhine@mylubbock.us

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Axon Camera System	1.000	433,251.0000	EA	433,251.00	11/19/2026
January 1, 2027					
Axon Camera System	1.000	233,249.3900	EA	233,249.39	11/19/2026
January 1, 2027					
Axon Camera System	1.000	666,500.3900	EA	666,500.39	11/19/2026
November 1, 2027					

Total Order

Terms NET 30 1,333,000.78

This purchase order encumbers funds in the amount of $1,333,000.78 awarded to Axon Enterprise, Inc. of Scottsdale, AZ on _____, 2026. The following is incorporated into and made part of this purchase order by reference: Quote dated October 05, 2026, from Axon Enterprise, Inc. of Scottsdale, AZ, and Buyboard Contract 743-24.

Resolution #_____

CITY OF LUBBOCK:

_____
Mark McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

City of Lubbock TEXAS

PURCHASE ORDER

Date - 10/9/2026

Order Number 90000101 000 OP

Branch/Plant 92833

TO: AXON ENTERPRISE, INC
17800 N 85TH STREET
SCOTTSDALE AZ 85255

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	10/27/2026	Freight	.
Requested	11/19/2026	Taken By	K MORGAN
Delivery	Per J Zhine / Req # 65423	CONTRACT 17415/Q-786561-001	

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). **Cyber Liability:** $1M per claim is needed.	**Technology E&O Liability:** $1M per claim is needed.

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

Axon Enterprise, Inc.

17800 N 85th St, Scottsdale, Arizona 85255, United States
VAT: 86-0741227
Domestic: (800) 978-2737 | International: +1 800.978.2737

Q-786561-001 Acct: 105329

Issued	**Oct 5, 2026**
Expires	**Oct 31, 2026**
Payment Terms	**N30**
Mode of Delivery	**AUTO-GND**

Lubbock Police Department - TX

Currency: USD

CUSTOMER DETAILS

SHIP TO
Lubbock Police Department - TX
508 Davis Dr
Lubbock, TX
79416-2112
USA

BILL TO
Lubbock Police Department - TX
PO Box 2000
Lubbock, TX
79457-0001
USA

SALES REPRESENTATIVE
Matt Appelbaum
Email: mappelbaum@axon.com

PRIMARY CONTACT
Marcus Wall
Email: mwall@mylubbock.us

QUOTE SUMMARY

Program Length	**23 Months**
Contract Start	**Feb 1, 2027**
Contract End	**Dec 31, 2028**
TOTAL CONTRACT	
Net Total	**$1,333,000.78**
Est. Tax	**$0.00**
Total Contract Value	**$1,333,000.78**

DISCOUNT SUMMARY

MSRP	**$2,049,588.17**
Total Savings	**$716,587.39**

PAYMENT SUMMARY

DATE	SUBTOTAL	EST. TAX	TOTAL
Jan 1, 2027	$666,500.39	$0.00	$666,500.39
Nov 1, 2027	$666,500.39	$0.00	$666,500.39
Total	**$1,333,000.78**	**$0.00**	**$1,333,000.78**

SUMMARY PRICING FOR TERM

ITEM	DESCRIPTION	QTY	TERM (START)	UNBUNDLED	LIST PRICE	NET PRICE	SUBTOTAL	EST. TAX	TOTAL
TRANSFER BALANCE									
80460	True Up - Fleet 3 Bundle True Up	100	23 (2/2027)	—	$78.00	$125.48	$288,600.00	$0.00	$288,600.00
73843	True-Up – Body Worn Camera Unlimited with TAP Multi-Bay Dock	60	7 (2/2027)	—	$35.85	$35.85	$15,057.00	$0.00	$15,057.00
20245	True-Up - TASER 7 Certification Plan	60	23 (2/2027)	—	$52.55	$42.76	$59,002.20	$0.00	$59,002.20
20245	True-Up - TASER 7 Certification Plan	10	23 (2/2027)	—	$52.55	$84.54	$19,443.50	$0.00	$19,443.50
				Transfer Balance Total			$382,102.70	$0.00	$382,102.70
BODY WORN CAMERA									
H00001	Axon Body 4 Camera Bundle	60	23 (2/2027)	—	$899.00	$0.00	$0.00	$0.00	$0.00
				Body Worn Camera Total			$0.00	$0.00	$0.00

ITEM	DESCRIPTION	QTY	TERM (START)	UNBUNDLED	LIST PRICE	NET PRICE	SUBTOTAL	EST. TAX	TOTAL
CEW									
C00018	Bundle - TASER 7 Certification	10	23 (2/2027)	$179.71	$80.58	$80.58	$18,533.40	$0.00	$18,533.40
						CEW Total	$18,533.40	$0.00	$18,533.40
DIGITAL EVIDENCE MANAGEMENT									
73682	Axon Evidence - Auto Tagging License	60	23 (2/2027)	—	$10.18	$10.18	$14,048.40	$0.00	$14,048.40
73739	Axon Performance - License	60	23 (2/2027)	—	$10.18	$10.18	$14,048.40	$0.00	$14,048.40
73478	Axon Evidence - Redaction Assistant User License	60	23 (2/2027)	—	$10.18	$10.18	$14,048.40	$0.00	$14,048.40
11642	Axon Investigate - Third Party Video Support	60	23 (2/2027)	—	$10.18	$10.18	$14,048.40	$0.00	$14,048.40
100165	Axon Evidence - Storage - Third Party Unlimited	60	23 (2/2027)	—	$30.75	$30.75	$42,435.00	$0.00	$42,435.00
102610	Axon Community Link	60	23 (2/2027)	—	$15.27	$15.27	$21,072.60	$0.00	$21,072.60
ProLicense	Pro License Bundle	10	23 (2/2027)	—	$45.82	$45.90	$10,557.00	$0.00	$10,557.00
						Digital Evidence Management Total	$130,258.20	$0.00	$130,258.20
FLEET									
Fleet3B	Fleet 3 Basic	100	23 (2/2027)	$359.29	$157.08	$157.08	$361,284.00	$0.00	$361,284.00
80401	Axon Fleet 3 - ALPR License - 1 Camera	100	23 (2/2027)	—	$60.08	$60.08	$138,184.00	$0.00	$138,184.00
72036	Axon Fleet 3 - Standard 2 Camera Kit	25	—	—	$2,797.85	$0.00	$0.00	$0.00	$0.00
100150	Axon Fleet 3 - Wiring Kit Refresh	25	—	—	$325.00	$0.00	$0.00	$0.00	$0.00
						Fleet Total	$499,468.00	$0.00	$499,468.00
OFFICER SAFETY PLAN									
M00046	Officer Safety Plan 7	60	23 (2/2027)	$363.98	$219.30	$219.30	$302,638.48	$0.00	$302,638.48
						Officer Safety Plan Total	$302,638.48	$0.00	$302,638.48

		SUBTOTAL	EST. TAX	TOTAL
	Total	$1,333,000.78	$0.00	$1,333,000.78

Tax estimates are approximate and subject to change at time of invoicing.

DELIVERY SCHEDULE

ESTIMATED SHIPPING DATE: Jan 1, 2027

Shipping Location: **508 Davis Dr, Lubbock, TX, 79416-2112, USA**

HARDWARE		QTY
71019	Axon Body - Dock Powercord - North America	2
70033	Axon Body - Dock Wall Mount - Bracket Assembly	2
74028	Axon Body - Mount - Wing Clip Rapidlock	66
100466	Axon Body 4 - Cable - USB-C to USB-C	66
100147	Axon Body 4 - Camera - First Responder Black Rapidlock US	62
100775	Axon Body 4 - Magnetic Disconnect Cable	66
101675	Axon Fleet - Ericsson Cradlepoint R980-5GD-A+5Yr NetCloud	100
100469	Axon Fleet - SIM Insertion - ATT Firstnet	100
101924	Axon Fleet - Taoglas Ant - 7-in-1 4Cell 2WIFI 1GNSS Int	100
72036	Axon Fleet 3 - Standard 2 Camera Kit	128
100150	Axon Fleet 3 - Wiring Kit Refresh	25
101889	Axon Signal - Battery - CR2032 Single Pack	60
101886	Axon Signal - Signal Sensor (sensor only)	60
70112	Axon Signal Vehicle	100
20018	Axon TASER - Battery Pack - Tactical	84
100591	Axon TASER - Cleaning Kit	2
74200	Axon TASER - Dock - Six-Bay Plus Core	2
80087	Axon TASER - Target - Conductive Professional Ruggedized	2
80090	Axon TASER - Target Frame - Professional 27.5 in X 75 in	2
22181	Axon TASER 7 - Cartridge - Inert Close Quart (12-Degree) NS	60
22179	Axon TASER 7 - Cartridge - Inert Standoff (3.5-Degree) NS	60
22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	350
22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	350
20008	Axon TASER 7 - Handle - High VIS Grn Laser Class 3R Ylw	72
20063	Axon TASER 7 - Holster - Safariland RH	70
100623	Enhanced Hook-and-Loop Training (Halt) Suit (V2)	2
SOFTWARE		**QTY**
C00018	Bundle - TASER 7 Certification	60
B00088	OSP-Unlimited (No VR)	60
SERVICES		**QTY**
73391	Axon Fleet 3 - Deployment Per Vehicle - Not Oversized	100
20246	Axon TASER 7 - Replacement Access Program - Duty Cartridge	70
WARRANTIES		**QTY**
80464	Axon Body - TAP Warranty - Camera	62
80465	Axon Body - TAP Warranty - Multi-Bay Dock	8
80495	Axon Fleet 3 - Ext Warranty - 2 Camera Kit	128

101686	Axon Signal - Ext Warranty - Signal Sensor	60
80379	Axon Signal - Ext Warranty - Signal Vehicle	100
80374	Axon TASER - Ext Warranty - Battery Pack T7/T10	84
80396	Axon TASER - Ext Warranty - Dock Six-Bay T7/T10	2
80395	Axon TASER 7 - Ext Warranty - Handle	72

ESTIMATED SHIPPING DATE: Feb 1, 2027

Shipping Location: **508 Davis Dr, Lubbock, TX, 79416-2112, USA**

SOFTWARE		QTY
73447	Axon Body - License - Fusus Livestream	60
102610	Axon Community Link	60
73682	Axon Evidence - Auto Tagging License	60
80400	Axon Evidence - Fleet Vehicle License	100
73746	Axon Evidence - License - Pro	70
73478	Axon Evidence - Redaction Assistant User License	60
73683	Axon Evidence - Storage - 10GB A La Carte	630
73686	Axon Evidence - Storage - Axon Device Unlimited	60
80410	Axon Evidence - Storage - Fleet 1 Camera Unlimited	200
100165	Axon Evidence - Storage - Third Party Unlimited	60
80401	Axon Fleet 3 - ALPR License - 1 Camera	100
73739	Axon Performance - License	60
73638	Axon Standards - License	60
101180	Axon TASER - Data Science Program	70
20248	Axon TASER - Evidence.Com License	72
SERVICES		**QTY**
11642	Axon Investigate - Third Party Video Support	60
101193	Axon TASER - On Demand Certification	70

ESTIMATED SHIPPING DATE: Dec 1, 2027

Shipping Location: **508 Davis Dr, Lubbock, TX, 79416-2112, USA**

HARDWARE		QTY
22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	140
22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	140

ESTIMATED SHIPPING DATE: Dec 1, 2028

Shipping Location: **508 Davis Dr, Lubbock, TX, 79416-2112, USA**

HARDWARE		QTY
73309	Axon Body - TAP Refresh 1 - Camera	62
73689	Axon Body - TAP Refresh 1 - Dock Multi-Bay	8
22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	140
22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	140

TERMS & CONDITIONS

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 743-24 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

STANDARD TERMS AND CONDITIONS

Axon Master Services and Purchasing Agreement:
This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

Cradlepoint Terms and Conditions:
By accepting this Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of this Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the partner of record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

ACEIP:
The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:
Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature
10/5/2026

Date Signed

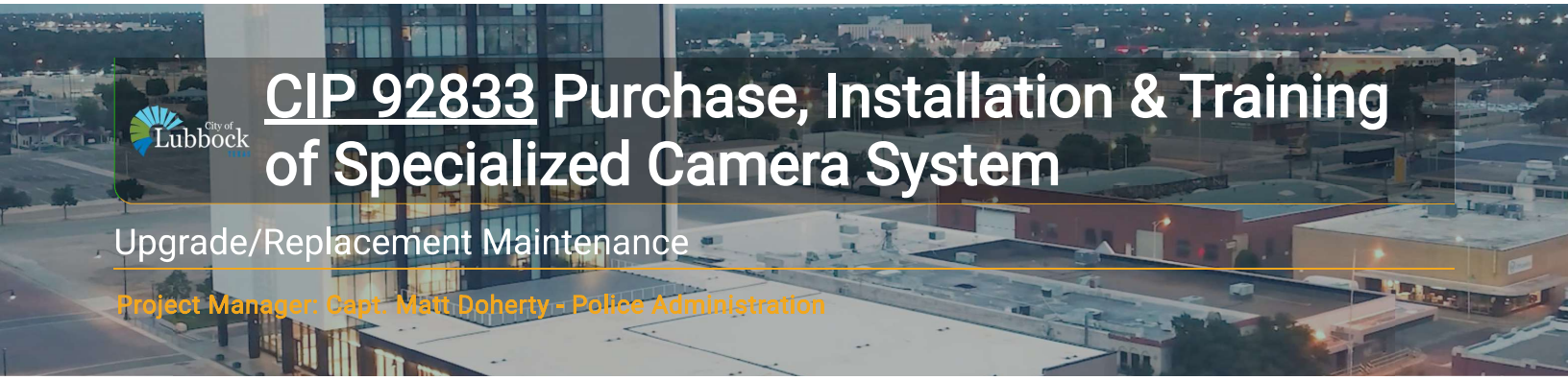
BuyBoard Vendor Contract Information Summary

Vendor	Axon Enterprise, Inc.
Contact	Sales Contracts
Phone	800-978-2737
Email	contracts@axon.com
Vendor Website	www.axon.com
TIN	86-0741227
Address Line 1	17800 N. 85th St.
Vendor City	Scottsdale
Vendor Zip	85255-6311
Vendor State	AZ
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Law Enforcement Body Cameras, Supplies and Equipment
Contract No.	743-24
Effective	10/01/2024
Expiration	09/30/2027
Accepts RFQs	Yes

City of Lubbock
Capital Project
Project Cost Detail
October 27, 2026

Capital Project Number:	92833
Capital Project Name:	Specialized Camera System - FY 26-27
Capital Project Number:	5711
Capital Project Name:	Police Deparment

	Budget		
Encumbered/Expended	92833	5711	Total
Axon Enterprise Inc	$ 6,666,473		$ 6,666,473
Agenda Item October 27, 2026			
Axon Enterprise Inc	**1,099,751**	**233,249**	**1,333,001**
Encumbered/Expended To Date	7,766,224	233,249	7,999,474
Estimated Cost for Remaining Appropriation			
Specialized Camera System	1,661,625		1,661,625
Police Department		1	1
Remaining Appropriation	1,661,625	1	1,661,625
Total Appropriation	$ 9,427,849	233,250	$ 9,661,099



CIP 92833 Purchase, Installation & Training of Specialized Camera System

Upgrade/Replacement Maintenance

Project Manager: Capt. Matt Doherty - Police Administration

Project Scope

The Lubbock Police Department seeks to enter into a five-year contract with Axon. In summary, the Axon Officer Safety Plan provides long-term services from Axon, a company well known as the industry leader and gold standard in video evidence, police video products, and less-lethal equipment.
--New and continually upgraded state-of-the-art equipment, with on-site installation and training, for Body Worn and In Car Cameras, interview / interrogation room camera systems, as well as Tasers.
--Unlimited cloud storage for all videos and Taser with no data or video losses. This will also allow Axon to shoulder the Information Technology work load, support, and logistics needed to maintain such systems and alleviate that staffing burden from Information Technology, especially as they continue to struggle with staffing, vacancies, and personnel performance.
--This will also free up storage requirements and space in on-site storage for Information Technology, as well as the City dollars spent on such storage.
--Cradlepoint wireless modules in all Patrol vehicles. Installing Axon's Cradlepoints will also benefit the CentralSquare Enterprise capital improvement project as both systems can use the wireless module for maximum connectivity. This would also save cost in that the City would not have to purchase Cradlepoints, and allow both systems to consolidate services to one provider for wireless connectivity and GPS processing.
--Axon's range of software solutions, including video submission to the District Attorney's Office without uploads, License Plate Reader integration, live streaming of videos for in-progress police calls, automated CentralSquare-interfaced auto-tagging of videos, video redaction capabilities for Open Records fulfillment.
--Axon is already CJIS compliant, and Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management, incident monitoring and response, encryption of uploaded digital evidence, security education, and data protection.

FY 2026-27 - Purchase 100 additional Fleet in-car camera systems, 60 Body Worn Cameras, 70 tasers (included with cartridges) and 70 additional Pro Licenses, Total expense of $1,333,000.78 divided over remainder of the contract split into 2 payments $666,500.39 for FY 2026-27 and the same amount in the following year.

Project Justification

The Department is currently utilizing Panasonic products for its Body Worn and In-Car Cameras, as well as Information Technology-provided servers for on-site storage of videos, both evidentiary and non-evidentiary. The Panasonic contract has long-since expired, and the City and Department is now functioning out-of-pocket as needed for repairs, additions, and maintenance for all products, including additional on-site storage when servers max. In addition, the current Axon contract that governs Tasers-only is set to expire in May of 2023. This leaves the Department with the options of renewing that contract, pursuing a more encompassing contract, or allowing it to expire and functioning out-of-pocket as needed for repairs, additions, and maintenance of Tasers. Since 2018, the Department has experienced numerous and significant difficulties with the Panasonic solutions from product, infrastructure, and storage standpoints:

• In December 2022, the Department was notified by the District Attorney's Office that numerous case-presented videos were missing. A subsequent investigation revealed that on-site storage space had been maxed (a long-standing and recurring issue), and retention settings had been changed by an Information Technology employee which caused thousands of Body Worn and In Car Camera videos to be deleted without Department knowledge.
• Information Technology began a process, which is on-going, to attempt to recover these videos. Soon after this evidentiary breach, we communicated this to both the District Attorney's Office and the Lubbock Criminal Defense Lawyers Association. In addition, local media outlets have discovered this and are monitoring the situation. To date, for numerous Department cases, the ability to prosecute is now uncertain due to this evidentiary breach.
• In February 2023, the Department discovered that videos were still being deleted in violation of retention requirements. During a recent meeting with Administrative Support Division staff, a solution to prevent further video deletions has not been found by Information Technology or Panasonic. In addition, on-site storage again maxed, meaning the Department was unable to upload or process video storage. As such, there is little internal confidence that the deleted videos issue is being resolved long-term, and in fact may be exacerbating and continuing. Lastly, merely purchasing additional storage time and again is no longer viewed internally as a viable solution and does not prevent further evidentiary breaches or deletions.
• These problems are bolstered by years of difficulties with the Panasonic products, existing infrastructure for video processing, and significant on-site storage limitations.
• Panasonic has upgraded their Body Worn Cameras, which do not integrate with the Department's existing hardware and infrastructure. This means the current Body Worn Cameras are now obsolete and no longer serviceable, and the Department has been forced to purchase newer Body Worn Cameras, upload points, and infrastructure just to maintain functionality.

Project Highlights

The Axon Officer Safety Plan addresses the City Council's priority of Public Safety, and promotes transparency and legitimacy of law enforcement in our community:
The Department is already experiencing damaged legitimacy from defense attorneys as well as the community from the evidentiary breach of deleted videos. Also, several cases awaiting prosecution at the District Attorney's Office have been negatively impacted, the media is investigating and monitoring the situation, and our officers continue to experience on-going logistical problems in performing daily duties regarding Body Worn and In-Car Cameras.

If a long-term solution is not implemented immediately, our problems will continue to worsen. Significant costs to both the Department and City in terms of additional liability, credibility and legitimacy, public confidence and trust, video evidence, case presentment, officer accountability, and related expenses are inevitable.

In summary, the primary mission of City government is public safety. I believe it has become mission-critical for the Department to immediately upgrade its video and evidentiary storage capabilities to the Axon platform to effectively provide the charter-driven public safety services that rely on these capabilities.

Project History

- FY 2023-24 $2,586,190 appr. by Ord. 2023-O0108
- FY 2024-25 $1,798,937 appr. by Ord. 2024-O0128
- FY 2025-26 $2,304,753 appr. by Ord. 2025-O0112

Project Dates

October 1, 2023 - September 30, 2028

Project Location

Internal Project

Project Appropriations

	Appropriation to Date	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget	2031 - 32 Budget
Design	$6,689,880	$2,737,969	$2,971,219	$2,304,718	$2,304,718	$0	$0
TOTAL	**$6,689,880**	**$2,737,969**	**$2,971,219**	**$2,304,718**	**$2,304,718**	**$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	$6,689,880	$2,737,969	$2,971,219	$2,304,718	$2,304,718	$0	$0
TOTAL	**$6,689,880**	**$2,737,969**	**$2,971,219**	**$2,304,718**	**$2,304,718**	**$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
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

AI# 14692
Regular City Council Meeting **5. 22.**
11/03/2026:

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 90000102, with Axon Enterprise, Inc., for body-worn camera systems for the Lubbock Fire Marshal's Office.

Item Summary

This purchase will provide body-worn cameras for 12 Lubbock Fire Marshal's Office (LFMO) officers, along with the FBI's Criminal Justice Information Services Division-compliant cloud-based digital evidence management platform. The system will support the documentation of fire investigations, interviews, and law enforcement activities, while enhancing transparency, officer safety, and operational efficiency.

Historically, LFMO has utilized body-worn cameras provided by the Lubbock Police Department (LPD). However, increased staffing and operational demands within LPD require the department to reclaim these devices for its patrol officers. This purchase will establish a dedicated body-worn camera system for LFMO, ensuring continuity of operations and providing the equipment necessary to support its law enforcement responsibilities.

Purchase Order 90000102, with Axon Enterprise, Inc., is a 5-year purchase made through BuyBoard Contract #743-24.

Fiscal Impact

Purchase Order 90000102 for $103,306.00, with Axon Enterprise, Inc., is funded in Capital Improvement Project 8720, Body-Worn Cameras for the FMO. The first year payment of $20,661.20 will be made December 1, 2026.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Jennifer Frescaz, Chief Information Officer

Attachments

Axon Enterprise Inc _Resolution
Axon Enterprise Inc _Purchase Order
CIP 8720 Body Worn Cameras _FMO

CIP 8720 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, a Purchase Order contract No. 90000102 for body worn cameras, and related digital data management licenses and services, for use by Lubbock Fire Rescue, by and between the City of Lubbock and AXON Enterprise, Inc., through BuyBoard Contract No. 743-24, and related documents. Said Purchase Order 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:

_____
Richard Stewart, Fire Chief

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs/RES.PO 90000102 (AXON Enterprise, Inc.)
10.21.26

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 10/21/2026
Order Number 90000102 000 OP
Branch/Plant 8720

TO: AXON ENTERPRISE, INC
17800 N 85TH STREET
SCOTTSDALE AZ 85255

SHIP TO: CITY OF LUBBOCK
INFORMATIONTECHNOLOGY
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	10/21/2026	Freight	.	
Requested	10/21/2026	Taken By		S RIVERA
Delivery	Per J Zhine / Req # 65480		Q-814235-002/BuyBoard 743-24	PUR 20039

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
Axon Camera System	1.000	20,661.2000	EA	20,661.20	10/21/2026
December 1, 2026					
Axon Camera System	1.000	20,661.2000	EA	20,661.20	10/21/2027
December 1, 2027					
Axon Camera System	1.000	20,661.2000	EA	20,661.20	10/21/2028
December 1, 2028					
Axon Camera System	1.000	20,661.2000	EA	20,661.20	10/21/2029
December 1, 2029					
Axon Camera System	1.000	20,661.2000	EA	20,661.20	10/21/2030
December 1, 2030					

Total Order

Terms NET 30

103,306.00

City of Lubbock TEXAS

TO: CIVICPLUS, LLC PO BOX 737311 DALLAS TX 75373-7311	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

INSURANCE REQUIRED:

Commercial General Liability: $1,000,000 occurrence / $2,000,000 aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).	**Additional Policies:** Cyber Liability: $1,000,000 per claim. 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.	

This purchase order encumbers funds in the amount of $103,306.00 awarded to Axon Enterprise, Inc of Scottsdale, AZ on _____. The following is incorporated into and made part of this purchase order by reference: Quote dated October 19, 2026, from Axon Enterprise, Inc of Scottsdale, AZ and Contract BuyBoard Contract #743-24.

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

Axon Enterprise, Inc.

17800 N 85th St, Scottsdale, Arizona 85255, United States
VAT: 86-0741227
Domestic: (800) 978-2737 | International: +1 800.978.2737

Q-814235-002 Acct: 560656

Issued	**Oct 19, 2026**
Expires	**Nov 20, 2026**
Payment Terms	**N30**
Mode of Delivery	**AUTO-GND**

Lubbock Fire Rescue - TX

Currency: USD

CUSTOMER DETAILS

SHIP TO
Lubbock Fire Rescue - TX
1515 E URSULINE ST
LUBBOCK, TX
79403-2400
USA

BILL TO
Lubbock Fire Rescue - TX
1515 E URSULINE ST
LUBBOCK, TX
79403-2400
USA

SALES REPRESENTATIVE
Matt Appelbaum
Email: mappelbaum@axon.com

PRIMARY CONTACT
Chris Gossett
Phone: (806) 775-2650
Email: cgossett@mylubbock.us

QUOTE SUMMARY

Program Length	**60 Months**
Contract Start	**Jan 1, 2027**
Contract End	**Dec 31, 2031**
TOTAL CONTRACT	
Net Total	**$103,306.00**
Est. Tax	**$0.00**
Total Contract Value	**$103,306.00**

DISCOUNT SUMMARY

MSRP	**$117,771.60**
Net Price	**$103,306.00**
Total Savings	**$14,465.60**

PAYMENT SUMMARY

DATE	SUBTOTAL	EST. TAX	TOTAL
Dec 1, 2026	$20,661.20	$0.00	**$20,661.20**
Dec 1, 2027	$20,661.20	$0.00	**$20,661.20**
Dec 1, 2028	$20,661.20	$0.00	**$20,661.20**
Dec 1, 2029	$20,661.20	$0.00	**$20,661.20**
Dec 1, 2030	$20,661.20	$0.00	**$20,661.20**
Total	**$103,306.00**	**$0.00**	**$103,306.00**

SUMMARY PRICING FOR TERM

ITEM	DESCRIPTION	QTY	TERM (START)	UNBUNDLED	LIST PRICE	NET PRICE	SUBTOTAL	EST. TAX	TOTAL
BODY WORN CAMERA									
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	12	60 (1/2027)	$14.54	$10.48	$10.48	$7,545.60	$0.00	$7,545.60
BWCamTAP	Body Worn Camera TAP Bundle	12	60 (1/2027)	$53.74	$39.00	$39.00	$28,080.00	$0.00	$28,080.00
H00003	Axon Body 4 Single-Bay Dock Bundle	12	60 (1/2027)	—	$229.00	$229.00	$2,748.00	$0.00	$2,748.00
H00001	Axon Body 4 Camera Bundle	12	60 (1/2027)	—	$899.00	$899.00	$10,788.00	$0.00	$10,788.00
H00001	Axon Body 4 Camera Bundle	1	60 (1/2027)	—	$899.00	$0.00	$0.00	$0.00	$0.00
						Body Worn Camera Total	$49,161.60	$0.00	$49,161.60
DIGITAL EVIDENCE MANAGEMENT									
ProLicense	Pro License Bundle	3	60 (1/2027)	—	$48.82	$48.75	$8,775.00	$0.00	$8,775.00
BasicLicense	Basic License Bundle	17	60 (1/2027)	—	$16.27	$16.25	$16,575.00	$0.00	$16,575.00
102531	PSO Virtual Training	1	—	—	$2,500.00	$2,500.00	$2,500.00	$0.00	$2,500.00
102610	Axon Community Link	12	60 (1/2027)	—	$16.27	$16.27	$11,714.40	$0.00	$11,714.40
73683	Axon Evidence - Storage - 10GB A La Carte	300	60 (1/2027)	—	$0.81	$0.81	$14,580.00	$0.00	$14,580.00
						Digital Evidence Management Total	$54,144.40	$0.00	$54,144.40

		SUBTOTAL	EST. TAX	TOTAL
	Total	$103,306.00	$0.00	$103,306.00

Tax estimates are approximate and subject to change at time of invoicing.

DELIVERY SCHEDULE

ESTIMATED SHIPPING DATE: Dec 1, 2026

Shipping Location: **1515 E URSULINE ST, LUBBOCK, TX, 79403-2400, USA**

HARDWARE		QTY
71104	Axon Body - Dock/Dataport Powercord - North America	12
74028	Axon Body - Mount - Wing Clip Rapidlock	14
100466	Axon Body 4 - Cable - USB-C to USB-C	16
100147	Axon Body 4 - Camera - First Responder Black Rapidlock US	13
100201	Axon Body 4 - Dock - Single-Bay	12
100775	Axon Body 4 - Magnetic Disconnect Cable	16
SERVICES		**QTY**
102531	PSO Virtual Training	1

ESTIMATED SHIPPING DATE: Jan 1, 2027

Shipping Location: **1515 E URSULINE ST, LUBBOCK, TX, 79403-2400, USA**

SOFTWARE		QTY
102610	Axon Community Link	12
73840	Axon Evidence - License - Basic	17
73746	Axon Evidence - License - Pro	3
73683	Axon Evidence - Storage - 10GB A La Carte	326
WARRANTIES		**QTY**
80464	Axon Body - TAP Warranty - Camera	12
80466	Axon Body - TAP Warranty - Single-Bay Dock	12

ESTIMATED SHIPPING DATE: Jul 1, 2029

Shipping Location: **1515 E URSULINE ST, LUBBOCK, TX, 79403-2400, USA**

HARDWARE		QTY
73309	Axon Body - TAP Refresh 1 - Camera	12
73313	Axon Body - TAP Refresh 1 - Dock Single-Bay	12

ESTIMATED SHIPPING DATE: Dec 31, 2031

Shipping Location: **1515 E URSULINE ST, LUBBOCK, TX, 79403-2400, USA**

HARDWARE		QTY
73310	Axon Body - TAP Refresh 2 - Camera	12
73314	Axon Body - TAP Refresh 2 - Dock Single-Bay	12

TERMS & CONDITIONS

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 743-24 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

STANDARD TERMS AND CONDITIONS

Axon Master Services and Purchasing Agreement:
This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:
The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:
Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

EXCEPTIONS TO STANDARD TERMS AND CONDITIONS

Rewrite Estimates
Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing
Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing
Shipment Variance . Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature
10/19/2026

Date Signed

Menu

Vendor Contract Information Summary

Vendor	Axon Enterprise, Inc.
Contact	Sales Contracts
Phone	800-978-2737
Email	contracts@axon.com
Vendor Website	www.axon.com
TIN	86-0741227
Address Line 1	17800 N. 85th St.
Vendor City	Scottsdale
Vendor Zip	85255-6311
Vendor State	AZ
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Law Enforcement Body Cameras, Supplies and Equipment
Contract No.	743-24
Effective	10/01/2024
Expiration	09/30/2027
Accepts RFQs	Yes

10/21/2026 10:39 AM

CIP 8720 Body Worn Cameras in the FMO

New Equipment/Fleet

Project Manager: Alan Martin - Fire Marshal's Office

Project Scope

This Capital Improvement Project (CIP) authorizes the acquisition, implementation, and long-term management of a Body-Worn Camera (BWC) system for the Lubbock Fire Marshal's Office (LFMO). The project establishes a 60-month partnership with Axon Enterprise, Inc. to provide a turnkey solution for digital evidence collection. This program will equip 12 LFMO Peace Officers with advanced recording hardware and a CJIS-compliant cloud-based management platform to enhance transparency, improve officer safety, and streamline the documentation of fire investigations, interviews, and enforcement actions. To maintain peak operational performance and leverage advancements in camera technology, this project includes two mandatory hardware refresh cycles, with one at 30-months and again at 60-months. The 60-month partnership with Axon ensures that the LFMO does not rely on end-of-life equipment, but rather maintains a fleet of modern, reliable devices.

Project Justification

The Lubbock Fire Marshal's Office (LFMO) has been allowed to borrow Body-Worn Cameras (BWCs) from Lubbock Police Department (LPD) over recent years. With an increase in law enforcement officers for LPD, coupled with the demands to supply LPD patrol officers with necessary BWCs; LPD is needing to reclaim their BWCs to complete the uniform requirements of their patrol officers. With the law enforcement duties in the LFMO, BWCs are essential to the role that they provide to the City of Lubbock as law enforcement and fire prevention officers. This quote is part of a larger collaborative AXON CIP through the IT department and only represents the BWC needs in the LFMO. (Included in the quote on this page, is a 10% cost increase to cover updated quotes moving forward.)

Project Highlights

The Lubbock Fire Marshal's Office Body-Worn Camera (BWC) Program aligns with core municipal goals centered on public safety, government transparency, and operational excellence. By implementing this project the department addresses City Council priorities including:

Enhanced Public Safety & Community Trust

Equipping peace officers with BWCs is a recognized method for building public trust and accountability. The presence of cameras often de-escalates aggressive behavior from both the public and officers, leading to safer interactions.

Operational Excellence through Technology

This project leverages state-of-the-art technology to modernize digital evidence management. This streamlines workflows and improves the quality of evidence collected for arson and fire code investigations.

Fiscal Responsibility & Risk Management

While there is a significant capital outlay, BWC programs often lead to long-term savings by reducing the time and legal costs associated with investigating citizen complaints and resolving misconduct allegations.

Professional Development & Training

BWC footage provides real-world material for performance reviews and training, helping supervisors identify best practices and areas where investigators may need additional coaching.

Project History

- FY 2026-27 $22,740 appr. by Ord. 2026-O0115

Project Dates

Project Location

Lubbock Fire Marshal's Office

Project Appropriations

	Appropriation to Date	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget	2031 - 32 Budget
Bid	$0	$22,740	$22,740	$22,740	$22,740	$22,740	$0
TOTAL	**$0**	**$22,740**	**$22,740**	**$22,740**	**$22,740**	**$22,740**	**$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	$0	$22,740	$22,740	$22,740	$22,740	$22,740	$0
TOTAL	**$0**	**$22,740**	**$22,740**	**$22,740**	**$22,740**	**$22,740**	**$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
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Powered by OpenGov

City of Lubbock, TX
Capital Project
Project Cost Detail
October 20, 2026

Capital Project Number:	8720
Capital Project Name:	Body Worn Cameras for FMO

	Budget
Encumbered/Expended	
Agenda Item November 3, 2026	
Axon Enterprise Inc	103,306
Encumbered/Expended To Date	103,306
Estimated Costs for Remaining Appropriation	
Body Worn Cameras for FMO	10,394
Remaining Appropriation	10,394
Total Appropriation	$ 113,700

AI# 14662
Regular City Council Meeting **5. 23.**
11/03/2026:

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Contract 20012, with Visual Edge IT, for copier lease and service.

Item Summary

Contract 20012, with Visual Edge IT, LLC, is for a Master Services Agreement for leased copiers and service for a 48-month term.

This contract will replace the current AltaLink C8155 black-and-white and color digital multifunction devices, with 98 color AltaLink C8255 machines. The total average monthly cost for the color machines is $34,092.27 and includes 150,000 black and white pages printed and 175,000 color pages printed. Upgrading to the new machines will decrease service calls and downtime.

Contract 20012 is with Visual Edge IT using Sourcewell Contract 112124-XOX Cooperative Purchasing Program, which offers contracts that have been established through open competition, as prescribed by the laws of the State of Texas.

Fiscal Impact

The Contract with Visual Edge IT is estimated at $409,000 annually, which is budgeted in the FY 2026-27 Information Technology Operating Budget. The monthly charge for this contract is $34,092.27.

The subsequent years of the 48-month term will be requested during the budget process and the total 48-month cost is estimated at $1,636,000.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Jennifer Frescaz, Chief Information Officer

Attachments

Visual Edge IT _Resolution
Visual Edge IT _Master Agreement Contract 20012

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 Master Services Agreement No. 1832007/20012 for leased copiers and service by and between the City of Lubbock and Visual Edge IT, Inc. through Xerox Sourcewell Agreement Contract 112124-XOX Cooperative Purchasing Program, and related documents. Said Master Services Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs/RES.MSA 1832007/20012 (Visual Edge IT)
10.14.25

Docusign Envelope ID: 7AF7E104-4210-8CF8-808C-A5AC3684FA8E

Contract 20012

VISUAL EDGE IT
SECURE TECHNOLOGY SOLUTIONS

SUPPLEMENT

MASTER AGREEMENT NO.	APPLICATION NO.	CONTRACT/SUPPLEMENT NO.
1832007-000	3309524	

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Lubbock, City of**

ADDRESS: **1314 Avenue K** **Lubbock, TX 79401-4051**

MASTER AGREEMENT

REFERS TO THE AGREEMENT BETWEEN YOU AND US IDENTIFIED IN OUR RECORDS BY THE MASTER AGREEMENT NO. ABOVE.

DESCRIPTION OF EQUIPMENT ADDED OR AMENDED

☐ SEE ATTACHED EQUIPMENT OR GROUP BILLING SCHEDULE

AMENDED	MAKE, MODEL NUMBER, INCLUDED ACCESSORIES & SERIAL NO.	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING B&W	BEGINNING METER READING COLOR	MONTHLY IMAGE ALLOWANCE B&W	MONTHLY IMAGE ALLOWANCE COLOR	EXCESS PER IMAGE CHARGE (PLUS TAX) B&W	EXCESS PER IMAGE CHARGE (PLUS TAX) COLOR
☐	**98 Xerox AltaLink C8255**	☐						
☐		☐						
☐	TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES				**150,000**	**175,000**	**$0.0055**	**$0.039**

CONSOLIDATED ALLOWANCES AND EXCESS PER IMAGE AMOUNTS SHOWN ABOVE (CHECK ONE): ☒ APPLY TO EQUIPMENT LISTED UNDER THIS SUPPLEMENT ONLY ☐ APPLY TO EQUIPMENT LISTED UNDER THIS SUPPLEMENT TOGETHER WITH EQUIPMENT LISTED ON THE MASTER AGREEMENT AND ANY APPLICABLE SUPPLEMENT(S), OR ☐ ARE NOT LISTED, BECAUSE IMAGES ON THE LISTED EQUIPMENT WILL COUNT TOWARDS THE EXISTING CONSOLIDATED ALLOWANCES AND EXCESS UNDER THE MASTER AGREEMENT OR APPLICABLE SUPPLEMENT(S).

IF THE AMENDED BOX IS CHECKED NEXT TO: A) INDIVIDUAL ITEM(S) OF EQUIPMENT AND/OR B) THE TOTAL CONSOLIDATED AMOUNTS, THE ALLOWANCE AND EXCESS PER IMAGE CHARGES ARE MODIFIED ONLY TO THE EXTENT NOTED ABOVE.

EQUIPMENT LOCATION: **As Stated Above** METER FREQUENCY: **Quarterly**

PAYMENT (CHECK ONE PAYMENT OPTION)

☒ MONTHLY BASE PAYMENT AMOUNT*: **$32,515.00** (INCLUDES AMOUNTS DUE UNDER THIS SUPPLEMENT ONLY) (*PLUS TAX)

☐ TOTAL CONSOLIDATED MONTHLY BASE PAYMENT AMOUNT*: _____ (INCLUDES AMOUNTS DUE UNDER THIS SUPPLEMENT, THE MASTER AGREEMENT, AND ANY OTHER APPLICABLE SUPPLEMENT(S) DURING THE TERM THEREOF)

TERM (CHECK ONE TERM OPTION)

☐ TERM: THE END OF THE TERM OF THIS SUPPLEMENT IS THE END OF TERM OF THE MASTER AGREEMENT (COTERMINOUS)

☒ TERM IN MONTHS: **48** (APPLIES TO THIS SUPPLEMENT ONLY)

AGREEMENT

If this Supplement relates to Equipment not subject to the Master Agreement (i.e., additional Equipment), this Supplement, together with the preprinted terms of the Master Agreement (as amended), constitutes an agreement between you and us with respect to the Equipment referenced herein, separate and distinct from the Master Agreement. You agree to be bound by the terms of this Supplement, which includes the preprinted terms of the Master Agreement (as amended) and agree this Supplement shall commence on the date of our acceptance. The parties agree that this Supplement and any related documents hereto may be authenticated by electronic means. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Supplement, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Supplement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Supplement or any related documents hereto manually. If any provision in this Supplement conflicts with a provision in the Master Agreement, the provision in this Supplement shall control.

If this Supplement relates to Equipment subject to the Master Agreement (i.e. replaced or removed Equipment and/or payment modifications), the Master Agreement shall be modified or supplemented as set forth above as of the date we accept this Supplement. Except as specifically modified by this Supplement, all other terms and conditions of the Master Agreement (as amended) remain in full force and effect.

CUSTOMER'S AUTHORIZED SIGNATURE

ONCE YOU SIGN THIS SUPPLEMENT AND WE ACCEPT IT, THIS SUPPLEMENT WILL BE NON-CANCELABLE FOR THE FULL TERM.

CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE
City of Lubbock	X	Mark McBrayer, Mayor	
	X	Attest: Courtney Paz, City Secretary	
Approved to Content:	X Signed by: 88BC1FB18B1740C...	Jennifer Frescaz, Chief Information Officer	
Approved to Form:	X Signed by: Mitch Satterwhite 643AA6378AB5432...	Mitchell Satterwhite, First Assistant City Attorney	

OWNER ("WE", "US", "OUR")

OWNER	SIGNATURE	PRINT NAME & TITLE	DATE
Visual Edge IT, Inc.	Signed by: Monica Vinay 4AA2A6046A8F4E5...	CFO	10/15/2026

Docusign Envelope ID: 7AF7E104-4210-8CF8-808C-A5AC3684FA8E

Contract 20012

City of Lubbock, TX

Insurance Requirements

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

INSURANCE COVERAGE REQUIRED 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. 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):

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):

Liability Insurance	
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).)	$1,000,000 per Occurrence / $2,000,000 Aggregate **Additional Insured required* **Waiver of Subrogation required*
Cyber Liability	$1,000,000 per claim
Technology E&O 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.

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* 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
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.

Docusign Envelope ID: 7AF7E104-4210-8CF8-808C-A5AC3684FA8E

DCA/MONITORING SOFTWARE

Company Name: City of Lubbock

We utilize a data collection agent (DCA) to collect device-level operational data, ship supplies proactively, obtain meter readings for accurate billing, and monitor device status. The DCA software shall be installed by Visual Edge IT on either an onsite server or a desktop PC on the same network as the printers.

If a device(s) fails to report, we will notify the Customer of the need for resolution. It shall be the responsibility of the Customer to work with us to restore reporting on said device(s). If no response is received within 60 days, devices will be unable to be monitored until connection is reestablished.

Data Collection Overview

The DCA collects device-level operational data only, including page counts, toner and supply levels, device status, error codes, device serial numbers, IP addresses, and firmware versions. The DCA does not collect, access, or transmit print job content or document data. Security specifications are available upon request.

Network Impact and Communication

The DCA runs as a background service with minimal bandwidth usage. The DCA transmits data only when device information has changed or been updated. The DCA uses outbound-only communication from the Customer's network to VEIT's monitoring platform; VEIT's platform does not initiate inbound connections to the Customer's network. All data transmissions are encrypted using HTTPS/TLS protocols.

System Requirements

The DCA software requires installation on a server or desktop PC running a supported operating system on the same network as the monitored devices. The DCA does not require dedicated hardware. Specific system requirements and supported platforms will be confirmed by VEIT's technician prior to installation. For current supported operating systems and hardware requirements, contact your VEIT representative or email support@visualedgeit.com.

Removal

Customer may request removal of the DCA at any time by providing written notice to VEIT at service@visualedgeit.com or by contacting your VEIT account representative. VEIT will remove or disable the DCA within ten (10) business days of receiving the request, subject to the terms of the applicable Service Agreement. If removal results in a device transitioning to non-monitored status, the Non-Monitored Device Fee stated in the applicable Service Agreement will apply.

Monitored Status

I accept the DCA installation.

DCA is REQUIRED for all automatic toner replenishment and meter readings.

Initial _____

Non-Monitored Status

I decline the DCA installation. I understand that by denying the installation, I am agreeing to the following:

Initial _____

- Supply levels will not be monitored therefore supplies will NOT be shipped proactively.
- Supply orders will need to be placed manually via email (supplies@visualedgeit.com) or through the Smart Center app on the device (if applicable).
- When requested and when available, fees incurred for overnight shipping will be charged to the Customer.

- Customer is responsible for providing accurate and timely meter readings as specified in this Agreement. Where automated meter collection is available through VEIT's data collection agent (DCA), Customer authorizes VEIT to collect meter readings electronically. If Customer declines DCA installation or if a device fails to report, Customer shall provide meter readings manually on a monthly basis. If meter readings are not provided within the applicable billing period, VEIT reserves the right to estimate usage based on Customer's historical average volume for the affected device(s). Estimated invoices are due and payable upon receipt.

- Customer must promptly review all invoices and submit any billing disputes or adjustment requests in writing within sixty (60) days of the invoice date. Adjustments to meter-based billings will be made only upon receipt of verified meter data demonstrating a discrepancy. Failure to dispute charges within the stated timeframe constitutes acceptance of the invoiced charges, except as required by applicable law.

- If you decline this DCA or request its removal, a $20.00 monthly Non-Monitored Device Fee for manual processing PER DEVICE will be assessed on your monthly statement as stated in your Service Agreement.

Date: _____

Authorized Customer Signature: _____

Primary Contact * for DCA: _____

Primary Contact Email: _____ Phone # _____

**If the Customer contact person should change during the contract, it is the responsibility of the Customer to notify us and update critical contact information.*

AI# 14664
Regular City Council Meeting **5. 24.**
11/03/2026:

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Professional Services Agreement, Contract 17746, with Denovo Ventures, LLC., a wholly owned subsidiary of Argano LLC., for the financial system software support.

Item Summary

This contract amendment with Denovo Ventures, LLC, a wholly owned subsidiary of Argano LLC, provides continued support for the City's financial software. The financial software hosts the City's financial operations, and continued support helps ensure the system remains available and operational. The support agreement provides the City with access to services including technical assistance, maintenance, and ensures the software platform is operating on the current version.
The amendment is subject to the terms and conditions of the Master Services Agreement 17746 issued via Resolution 2023-R0584. The amendment is for 36 months and effective for the period of January 1, 2027, through December 31, 2030.

Fiscal Impact

Amendment No. 2 with Denovo Ventures, LLC., a wholly owned subsidiary of Argano LLC., for $93,960.60 annually, is budgeted in the FY 2026-27 Information Technology Operating Budget. Subsequent years will be requested during the budget process. The total 36-month cost is $281,188.18.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Jennifer Frescaz, Chief Information Officer

Attachments

Denovo Ventures LLC _Resolution
Denovo Ventures LLC _Amendment No 2

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 No. 17746 by and between the City of Lubbock and Denovo Ventures LLC, a wholly owned subsidiary of Argano LLC, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs/RES.PSA 17746 Amendment No. 2 (Denovo Ventures)
10.14.25

Docusign Envelope ID: DDF6A32C-E9EE-876A-8268-9C640887383A

Denovo

Amendment 002 to Service Order 001

Customer:	City of Lubbock Texas	**Contact:**	Marta Alvarez
Address:	1314 Avenue K	**Phone Number:**	806-775-2572
City, State, Zip:	Lubbock, TX 79401	**Email Address:**	Dir, Purchasing & Contract Mgmt
MSA Referenced:	October 27, 2009	**Contract #**	17746
Effective Date:	September 24, 2026	**Resolution No.**	2023-R0584

This Amendment to Service Order 002 ("Amended SO") is by and between Denovo Ventures LLC, a wholly owned subsidiary of Argano LLC. ("Denovo") and City of Lubbock Texas. ("Client") (each a "Party" and collectively the "Parties") and is subject to the terms and conditions of the Master Services Agreement ("MSA") referenced above that has been executed by the Parties.

Term: The Term of Service Order, as currently is in effect, is extended by Thirty-Six (36) months and will now expire December 31, 2030.

Service Fees. The current monthly service fee under Service Order 001 is **$7,417.20**. Effective **January 1, 2027**, the monthly service fee shall increase by **$412.85**, resulting in a new monthly service fee of **$7,830.05**.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, Denovo and Client have executed this Amended SO as of the date set forth above.

CITY OF LUBBOCK

_____
Mark W. McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

DENOVO VENTURES, LLC, a wholly owned subsidiary of Argano LLC

Signed by:
BY: Don Landrum
4CA086AEDEDB401...
Authorized Representative

Don Landrum, Sr. VP, Managed Services
Print Name

6111 W. Plano Parkway, Suite 1500
Address

Plano, TX 75093
City, State, Zip Code

APPROVED AS TO CONTENT:

Signed by:
68BC1FB18B1740C...
Jennifer Frescaz, Chief Information Officer

APPROVED AS TO FORM:

Signed by:
Mitch Satterwhite
643AA6378AB5437...
Mitch Satterwhite, First Assistant City Attorney

AI# 14653
Regular City Council Meeting **5. 25.**
11/03/2026:

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 33002185, with CivicPlus, LLC., for a document accessibility platform for Americans with Disabilities Act compliance.

Item Summary

The agreement is for a document accessibility platform for Americans with Disabilities Act (ADA) compliance, and has a 3-year term with an automatic renewal for another year. The renewals will be invoiced annually.

The purchase is made available through The Interlocal Purchasing System (TIPS) Contract # 220105. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software and other Information Technology products through the TIPS program. Pursuant to Texas Government Code Chapter 791.025, purchases from TIPS contracts meet competitive bid requirements.

Staff recommends approval of Purchase Order 33002185, with CivicPlus, LLC., in the amount of $135,603.15, for a 3-year agreement.

Fiscal Impact

The total amount of the 3-year agreement is $135,603.15, and is funded in the Information Technology Operating Budget.
The Year 1 payment is $28,763.11, which includes one-time implementation fees of $3,325.00 and the annual subscription cost of $50,876.21, less the annual fee discount of $25,438.10.
The annual recurring service fee for Year 2 and Year 3 is $53,420.02 and will be requested during the budget process for those years.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Jennifer Frescaz, Chief Information Officer

Attachments

CivicPlus LLC Resolution
CivicPlus LLC PO 33002185

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. 33002185 for DocAccess ADA Compliance Platform by and between the City of Lubbock and CivicPlus, LLC through TIPS Contract #220105, and related documents. Said Purchase Order contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs/RES.PO 33002185 (CivicPlus)
10.14.25

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 10/13/2026
Order Number 33002185 000 OP
Branch/Plant 3410

TO: CIVICPLUS, LLC
PO BOX 737311
DALLAS TX
75373-7311

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	10/13/2026	Freight	.		
Requested	11/3/2026	Taken By			S RIVERA
Delivery	Per J Zhine / Req # 65357		Quote #Q-128453-1/ TIPS 220105		PUR 19972

If you have any questions, please contact Jay Zhine: jzhine@mylubbock.us 806-775-236

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Year 1 Upon Signature / PO (Total Investment- Initial Term)	1.000	28,763.11	EA	28,763.11	11/3/2026
Year 2 October 2027 - October 28 (Annual Recurring Service + 5% Uplift)	1.000	53,420.02	EA	53,420.02	11/3/2027
Year 3 October 2028 - October 2029 (Same Rate as Year 2)	1.000	53,420.02	EA	53,420.02	11/3/2028

Terms NET DUE ON RECEIPT

Total Order 135,603.15

City of Lubbock TEXAS

TO: CIVICPLUS, LLC PO BOX 737311 DALLAS TX 75373-7311	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

INSURANCE REQUIRED:

Commercial General Liability:	**Additional Policies:**
$1,000,000 occurrence / $2,000,000 aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).	Cyber Liability: $1,000,000 per claim. 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.	

This purchase order encumbers funds in the amount of $135,603.15 awarded to CivicPlus, LLC of Dallas, TX on _____. The following is incorporated into and made part of this purchase order by reference: Quote dated September 22, 2026, from CivicPlus, LLC of Dallas, TX and Contract TIPS Contract #220105.

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

DocAccess — Investment Summary

Prepared for City of Lubbock, TX | Quote #Q-128453-1 | TIPS Contract #220105

What DocAccess Does

DocAccess is a document accessibility platform that scans, converts, and monitors PDF documents on City websites to support ADA and Section 508 compliance for residents with disabilities.

Contract Overview

Initial Term: 36 months, beginning at signature date
Covered Domains: mylubbock.us, downtownlbk.us, lubbockeda.org, visitlubbock.org, lubbockchamber.com
Purchasing Vehicle: TIPS Contract #220105 (5% cooperative discount applied)
Renewal: Automatic 1-year renewal unless 60 days' notice is given before the renewal date

Invoicing Schedule

Term Year	Period	Invoiced Amount
Year 1	Upon signature / PO (Total Investment - Initial Term)	$28,763.11
Year 2	Oct 2027 - Oct 2028 (Annual Recurring Service + 5% uplift)	$53,420.02
Year 3	Oct 2028 - Oct 2029 (same rate as Year 2)	$53,420.02

Note: Year 1 is invoiced in full upon signature. Years 2 and 3 are invoiced separately, each at the start of that contract year — they are not due upfront.

Due With Purchase Order (Year 1)

DocAccess Implementation (one-time)	$3,325.00
DocAccess Year 1 Annual Fee (list price)	$50,876.21
Less: PDF Accessibility Year 1 Annual Fee Discount	-$25,438.10
Total Due Upon Signature / PO	**$28,763.11**

Jennifer Gladden Enterprise Account Manager, CivicPlus | 228.327.6817 | jennifer.gladden@civicplus.com

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-128453-1
CivicPlus Pricing 9/22/2026 9:33 AM
Approval Date:
Expires On: 11/3/2026

Client:
City of Lubbock, TX

Bill To:
LUBBOCK CITY, TEXAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jennifer Gladden	2283276817	jennifer.gladden@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	PDF Accessibility Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -25,438.10

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	DocAccess Implementation	Implementation of DocAccess	USD 3,325.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	DocAccess	DocAccess is a document accessibility platform that scans, converts, and monitors PDF documents on websites to support ADA and Section 508 compliance efforts for users with disabilities.	USD 50,876.21

~~List Price - Initial Term Total~~	~~USD 57,053.90~~
Total Investment - Initial Term	USD 28,763.11
Annual Recurring Services (Subject to Uplift)	USD 50,876.21

Initial Term	36 Months, beginning at signature date. Total Investment - Initial Term refers to the first 12 months of the agreement. Annual Recurring Services (subject to Uplift) refers to the annual amount billed for each of the remaining 24 months of the agreement, applied in Years 2 and 3, with Uplift applied in Year 2.
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

If the customer has subscribed to the DocAccess services, which is evidenced by the DocAccess line item shown above, the covered domains for the service shall be limited to:
https://www.mylubbock.us/
https://www.downtownlbk.us/
https://lubbockeda.org/
https://www.visitlubbock.org/
https://www.lubbockchamber.com/

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-128453-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
By (please sign):	By (please sign):
Mark W. McBrayer Printed Name:	Amy Vikander Printed Name:
Mayor Title:	Title:
Date:	Date:

City of Lubbock
Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

33002185
PO Number: (Info needed on Invoice (PO or Job#) if required)

er 19th at 3:00 PM CST • ATTENTION TECHNOLOGY VENDORS: Technology Solutions, Products and

VENDOR

CivicPlus LLC

Overview

Print Profile

Address

302 S. 4th Street STE 500
Manhattan, KS 66502, USA

Website

www.civicplus.com

Service/ Products Description

IT services, software-as-a-service and h... see more

Non-Automated PO Instructions

PO Process

Email purchase order to

tipspo@tips-usa.com

PO and Quote must reference TIPS contract number

Attach as PDF - Only one (1) PO/Quote per attachment

Contacts

Choose Contracts (1)

220105 - Technology Solutions Products and Services

Primary

Contact:
Sumre Amerin

Title:
VP Of Revenue Operations

Phone:
(888) 228-8223

Email:
Amerin@civicplus.com

Secondary

Contact:
Darrah Buren

Title:
Incentive Compensation Operations

Phone:
(888) 228-2233

Email:
darrah.buren@civicplus.com

States served

AL , AK , AZ , AR , CA , CO , CT , DE , DC , FL , GA , HI , ID , IL , IN , IA , KS , KY , LA , ME , MD , MA , MI , MN , MS , MO , MT , NE , NV , NH , NJ , NM , NY , NC , ND , OH , OK , OR , PA , RI , SC , SD , TN , TX , UT , VT , VI , VA , WA , WI , WY , PR

Disadvantaged/minority/woman business enterprise: **No**

Historically underutilized business (hub): **No**

Due Diligence

220105

Technology Solutions Products and Services

Contract: 220105

EDGAR COMPLIANCE: YES View Doc

CONTRACT TERM THROUGH

05/31/2027

Full term contract

Full Contract Term

Full term through 05/31/2027

Contract Documents

Bid Request

Bid Advertisement

Bid Responders

Vendor Documents

Vendor Contract

If additional documentation is needed, email bids@tips-usa.com

Address

The Interlocal Purchasing System

PaymentWorks

CivicPlus, LLC

New Vendor Registration

Report Date: Feb. 9, 2026, 4:25 p.m.

New Vendor Request Submitted: Aug. 2, 2023, 5:51 p.m.

Legal Name: CivicPlus, LLC

Corporate Address:

302 S 4th St Ste 500 Manhattan, KS 66502-6410 United States of America
Address Validated

Corporate Email: accounting@civicplus.com

Main Telephone Number: +18882282233;ext=291

URL: www.civicplus.com

D&B D-U-N-S Number:

Unique Entity Identifier:

Tax Country: US

Tax Classification: Individual/sole proprietor or single-member LLC

Tax ID:

Employer Identification Number (EIN): 481202104

TIN/Name IRS Validation: VALID

W8/W9: https://www.paymentworks.com/api/files/civicplusllc/private/w8-w9-civicplusllc_90YJJHi.pdf

Sanction List Report: No Alerts Found

Description of Goods and Services:

Codification of Town's municipal code of ordinances and electronic minutes bank.

Initiator Name (first and last):

Gillian Brewster

Initiator Email:

gbrewster@davie-fl.gov

Initiator Department:

Town Clerk's Office

Initiator Phone Number:

954-797-1018

Reason for inviting this supplier:

Service

Supplier Category:

US Entity

Is your company being paid for any of the following?:

None of these statements are true

Do you accept Purchase Orders?:

Yes

Please review the Town's purchase order terms and conditions.:

True

Please provide your email address for purchase order delivery:

accounting@civicplus.com

Please provide your Commercial General Liability Insurance:

https://www.paymentworks.com/api/files/civicplusllc/private/custom-fields/5d17c22d-ea75-4ea6-a147-0392e522e8e0/TownofDavie_W28971756.pdf

Please provide your Workers Compensation and Employers Liability Insurance:

https://www.paymentworks.com/api/files/civicplusllc/private/custom-fields/187b6e01-0604-4196-a9a8-f16114797b59/TownofDavie_W28971756.pdf

Are you coming on Town property for equipment or service delivery purposes (excluding personal transportation)?:

No

Accounts Receivable Contact Name:

Lisa Houston

Accounts Receivable Contact Phone Number:

+18882282233;ext=291

Accounts Receivable Contact Email:

accounting@civicplus.com

Sales Contact Phone Number:

+18882282233;ext=291

Sales Contact Email:

sales@civicplus.com

Is your business located within Broward County?:

No

Are you a Federally certified diverse business?:

No

Are you a State of Florida certified disadvantaged business?:

No

Please read and acknowledge The Town of Davie Conflict of interest Disclosure:

True

Are you or are you aware of anyone at your company who is a current Town employee?:

No

Are you or are you aware of anyone at your company who is a former Town employee?:

No

Are you or are you aware of anyone at your company who is related to a Town employee?:

No

Town of Davie Debarment Certification:

True

Florida Statute 287.135:

True

Town of Davie E-Verify Form:

True

Town of Davie Vendor Requirements Guide:

True

Please Upload Your State of FL Sunbiz OR State Registration (if not required to have State of FL Sunbiz):

https://www.paymentworks.com/api/files/civicplusllc/private/custom-fields/9182bda5-23eb-4204-8d27-2c75532ba2d2/State_of_FL_Sunb_uoLVyjc.pdf

Bank Location:

US Bank Account

Payment Method for Payees with a US Bank Account:

ACH

Remittance Address:

PO Box 737311 Dallas, TX 75373-7311 United States of America

Address Validated

Bank Account:

Name on Account: CivicPlus

[redacted]

AI# 14641
Regular City Council Meeting 5. 26.
11/03/2026:

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution rejecting all bids regarding secondary contracts for auto body and collision repairs for City of Lubbock vehicles, pursuant to ITB 26-19354-YB.

Item Summary

The purpose of this Invitation to Bid was to establish secondary contracts for auto body and collision repair services for the City of Lubbock. Three (3) bids were received from the following vendors: Keystone Automotive Industries of Plano, Texas; Keystone Partners FS, LLC of Richardson, Texas; and Williams Brake Tune and Tire, LLC of Lubbock, Texas.

Keystone Automotive Industries failed to submit a bid form. Williams Brakes Tune and Tire, LLC submitted a no-bid for body and collision repairs, and bid only on mechanical services.

Keystone Partners FS, LLC's bid was based on the use of a subcontractor. Under Section 21, *Qualification of Bidders*, the City may conduct reasonable investigations to ensure that a subcontractor has the necessary facilities, ability, and financial resources to perform the required services. During the review, it was determined that the proposed subcontractor did not meet the qualifications necessary to carry out the obligations of the contract.

Therefore, all bids were considered non-responsive. Fleet Staff recommends rejecting all bids.

Fiscal Impact

None

Staff/Board Recommending

Brooke Witcher, Assistance City Manager
Dominic Esperat, Director of Fleet Operations

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 Secondary Auto Body and Collision Repairs pursuant to ITB 26-19354-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:

Brooke Witcher
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Rachael Blansett
Rachael Blansett, Assistant City Attorney

ccdocsII/RES.Rejection of Bids- ITB 26-19354-YB
9.24.26

AI# 14590
Regular City Council Meeting 5. 27.
11/03/2026:

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Contract 19904 with Siddons Martin Emergency Group LLC; Contract 19758 with Warren Power & Machinery, Inc. dba Warren Cat; Contract 19902 with KJT Diesel & Equipment Service, LLC; Contract 19903 with Nebraskaland Tire dba McWhorter's Tire and Service; and Contract 19901 with Cummins Southern Plains, LLC dba Cummins Sales and Service, for the maintenance and repair of City heavy-duty vehicles, off-road, water craft vessels, specialty vehicles and equipment.

Item Summary

An Invitation to Bid (ITB) was issued to request bids from vendors for the maintenance and repair of City heavy-duty, off-road, watercraft, and specialty vehicles and equipment.

In response to ITB 26-19758, bids were received from the following vendors.

Vendor	Bid Amount
Siddon Martin Emergency Group, LLC, Houston, Texas	$185.00
Warren Power & Machinery, Inc. dba Warren Cat, Midland, Texas	$209.80
KJT Diesel & Equipment Service, LLC, Lubbock, Texas	$600.00
Nebraskaland Tire dba McWhorter's Tire and Service, Lubbock, Texas	$750.50
Cummins Southern Plains, LLC dba Cummins Sales and Service, Odessa, Texas	$1,200.20
Kirby Corporation dba Stewart and Stevenson, LLC, Lubbock, Texas	Bid Unresponsive

The Fleet Operations Staff recommends awarding contracts to the 5 vendors who submitted responsive bids, to ensure proper coverage of maintenance and repair of the City's heavy-duty vehicles, off-road, watercraft vessels, specialty vehicles and equipment.
A detailed bid tab is attached.

The contracts will be for a term of one year with 4, one-year extensions, with the date of term beginning on formal approval. 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.

Fiscal Impact

These contracts are funded in the FY 2026-27 Fleet Operations Maintenance Account, which has $10,531,500 budgeted, to cover the maintenance and repair costs for all City vehicles and equipment.

Staff/Board Recommending

Brooke Witcher, Assistance City Manager
Dominic Esperat, Director of Fleet Operations

Attachments

Resolution
Siddons Martin Emergency Group Contract 19904
Warren Cat Contract 19758
KJT Diesel & Equipment Service, LLC Contract 19902
McWhorter's Truck Center Contract 19903
Cummins Sales and Service Contract 19901
Bid Table
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. 19758 with Warren Power & Machinery, Inc., Service Contract No. 19901 with Cummins Southern Plains, LLC, Service Contract No. 19902 with KJT Diesel & Equipment Service, LLC, Service Contract No. 19903 with Nebraskaland Tire, Inc., and Service Contract No. 19904 with Siddons Martin Emergency Group, LLC, and the City of Lubbock for Maintenance/Repair of Heavy Duty, Off-Road, Watercraft, Specialty Vehicles and Equipment as per ITB 26-19758-YB, and related documents. Said Contracts are attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Rachael Blansett
Rachael Blansett, Assistant City Attorney

City of Lubbock
Service Contract
Maintenance/Repair of Heavy Duty,
Off-Road, Watercraft, Specialty
Vehicles and Equipment

This Service Contract No. 19904 ("Contract"), is entered into this _____ day of_____, 2026 ("Effective Date"), by and between the City of Lubbock ("City"), a Texas home rule municipality, and Siddons Martin Emergency Group, LLC ("Contractor"), acting by and through its duly authorized representative. City and Contractor may be each individually referred to herein as a "party" and collectively as the "parties."

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised ITB 26-19758-YB for bids for Maintenance/Repair of Heavy Duty, Off-Road, Watercraft, Specialty Vehicles and Equipment 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 Maintenance/Repair of Heavy Duty, Off-Road, Watercraft, Specialty Vehicles and Equipment.

NOW, THEREFORE, for and in consideration of the mutual agreement contained herein, the City and Contractor hereby covenant and agree as follows:

City and Contractor acknowledge the Agreement documents shall include the following:

1. This Contract
2. Exhibit A – City's Specifications ITB No. 26-19758-YB
3. Exhibit B – Contractor's Bid
4. Exhibit C – Insurance Requirements

Exhibits A, B, and C, which are attached hereto and incorporated herein, are made a part of this Contract for all purposes. In the event of any conflict between the terms and conditions of Exhibits A, B, or C and the terms and conditions set forth in the body of this Contract, the terms and conditions of this Contract 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.

Scope of Services

Contractor shall perform the services to be performed hereunder as more specifically described within Exhibit A – City's Specifications ITB No. 26-19758-YB, on an as-needed basis. The City does not guarantee any specific amount of compensation, volume, or minimum number of services ordered under this Contract. City will not be liable for any additional expenses of Contractor not specified by the Contract, unless City first approves such expenses in writing.

1. This Contract shall be for an initial term of one (1) year, with the option of four (4), one (1) year extensions, with said date of the initial term beginning upon the Effective Date. This Contract will renew automatically for the additional terms, unless either party gives thirty (30) days prior written notice to terminate the Contract. City or Contractor may terminate this Contract at any time and for any reason upon providing the other party with thirty (30) days written notice of termination.

2. Contractor agrees to maintain the required insurance coverage during the term of this Contract, including any extensions. Contractor further agrees to ensure that valid insurance is on file with the City's Purchasing and Contract Management Department as required by this Contract or the Contract may be terminated for non-compliance.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

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.

10. 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.

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.

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.

13. No amendment or modification of the terms of this Contract shall be binding upon the parties unless reduced to writing and signed by both parties.

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 herein shall survive the expiration or termination of this Contract.

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Docusign Envelope ID: 6672D5C2-6EC1-84CA-8295-ED3762CB1F27

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:
Dominic Esperat
5AE4E20DE80D449...

Dominic Esperat
Director of Fleet Operations

APPROVED AS TO FORM:

Signed by:
Rachael Blansett
F333E6060DC0452...

Rachael Blansett
Assistant City Attorney

CONTRACTOR

BY: Signed by:
Frank Dunaway
CF80E86DC10D4A8...
Authorized Representative

Frank Dunaway
Print Name

1362 East Richey Road
Address

Houston, TX 77073
City, State, Zip Code

City of Lubbock, TX
ITB 26-19758-YB
Maintenance/Repair of Heavy Duty, Off-Road,
Watercraft, Specialty Vehicles and Equipment

Specifications

Intent:

The City of Lubbock seeks bids for secondary contract to provide preventative maintenance and repairs to heavy duty vehicles, equipment class 6 or higher and watercraft vessels. The intent of this Invitation for Bid (hereinafter referred to as ITB) is to solicit qualified vendors to enter a contract with the City of Lubbock (hereinafter referred to as The City).

To ensure adequate coverage across multiple locations within and outside Lubbock city limits, the City may award contracts to multiple vendors if it is determined to be in the City's best interest. Worksite locations include, but are not limited to, Muleshoe, Wilson, and Lake Alan Henry.

Scope of Work

1. Definitions

OEM- Original Equipment Manufacturer

V#- Vehicle Number

PTO-Power Take-Off

2. Service Description

The awarded vendor shall furnish and supply all insurance, labor, personnel, service, supervision, administration, documentation, reports, management, equipment, tools and materials necessary to provided preventative maintenance and repairs services. All services shall be provided on an "as needed/ requested basis" to the City. The City does not guarantee any quantities and services to be purchased under this contract.

In addition to the Scope of Work shall include, but not be limited to the following:

- Air Conditioning, Heating & Ventilation System
- Axels
- Brakes, Hubs & Bearings
- Steering
- Suspension
- Drive Shafts
- Automatic Transmissions
- Charging Systems
- Ignition Systems
- Light and Electrical
- Engines
- Exhaust Systems
- Fuel Systems
- PTO

- Buckets/Booms
- Def Systems
- Propeller Repairs
- Anodes

Repair of other specialized fleet equipment not listed in this section may also be requested as needed. All offers must be open to inspection of location prior to and during contract period by the City of Lubbock. The Contractor shall be responsible for making general body and required mechanical repairs related to accidents and vandalism to the City's owned or maintained vehicles or equipment.

The City of Lubbock reserves the right to award to multiple bids as deemed necessary by the City. The Contractor agrees that the City has made no representation, guaranty, or commitment that the City will purchase any minimum quantity of products under this Contract. The Contractor further agrees that any inventories, residual or otherwise, which the Contractor may establish or which may otherwise arise from the Contractor's performance under this Contract, shall be at the sole risk and responsibility of the Contractor.

2.1. Category 1-Trucks
Vehicle Class 6, 7, 8: Aerial Trucks, Trash Trucks, Firetrucks, Water Trucks etc.

2.2. Category 2-Off-Road Equipment
Vehicle Class 9: Tractors, Backhoes, Loaders, Excavators, Dozers, Graders, Scrapers, Cranes, etc.

2.3. Category 3-Trailers
Vehicle Class 0: Utility, Pipe, Hay, Equipment, Crew, Cargo, Dump etc.

2.4. Category 4-Forklifts
Clark, Hyster, Cat, Daewoo, Case, Hi-lift, Princeton etc.

2.5. Category 5-Watercrafts
Boats, Aquatic Harvester

2.6. Category 6-ATV'S, UTV'S, Golf Carts
ATV'S, UTV'S, Golf Carts

3. Operations

3.1. Hours of Operations
Business hours must be available between 7:00AM and 4:30PM Monday through Friday. Excluding City Holidays. Company must provide secure shelter (locked fence) for City vehicles.

3.2. Approval Procedures
Estimates must be submitted to Fleet Services within 24-hour period of request. All estimates shall be at no charge to the City.

Approval for maintenance and repairs on all vehicles shall be as follows:

Repairs up to $1,000 shall be verbally approved by an authorized Fleet Services designee. Repairs from $1,000 to $2,500 must have written approval from an authorized Fleet Services designee. Repairs over $2,500 must have written approval from an authorized Fleet Services designated representative and Director of Fleet Services. Written estimates must be itemized and include an estimated time for completion.

3.2.1. Work Orders

All services and parts orders must be authorized with a City of Lubbock Fleet Representative. A valid 7 digit work order number will be issued out by a City of Lubbock Fleet Representative and is required for any city employee to obtain service. (“The Company”) agrees to prohibit work without a corresponding, pre-approved work order number. It is the responsibility of the city employee to present the work order at the time of service or service scheduled date.

If any repairs are completed without proper authorization, the Vendor will not be reimbursed for any services, repairs, maintenance, parts, or supplies.

3.3. Labor Guide

Vendor is required to provide the name of the current Labor Guide software and version used to provide repair costs with the Bid Form. The City of Lubbock reserves the right to audit the labor hours charged to each job and all overcharges will be brought to the attention of the vendor. The Vendor shall issue a credit for the overcharge amount within 5 business days and the credit shall reference the City of Lubbock's vehicle identification number and work order number. If the program is proprietary, Vendor shall grant access to the City of Lubbock's Fleet Services Department for audit purposes.

3.4. Repeat Repairs

All repairs shall be warranted for a period of 12 months.

The vendor will be responsible for correcting all previous repairs performed by the vendor that were incorrectly repaired or the repair failed to correct the reported deficiency. The vendor will be responsible for the total cost of the repair including any replacement parts.

In the event of a Repeat Repair, the vendor shall open a new vendor work order. The new vendor work order must indicate on the work order "repeat" or "return" work. Copies of the original City and vendor work orders and any applicable invoices shall be attached to the new work order.

3.5. Pick-up and Drop-off Service

The bidder's bid may include, but not required, a separate price for pick-up, and on-site repairs of City vehicles. The bidder must indicate on the Bid Form the additional charge per mile, if any, for this pick -up and drop-off service and base price for on-site repairs. The City reserves the right to use this service as needed. Vehicles must be picked up by City personnel or delivered to a City location within 24-hours after the vehicle has been repaired.

3.5.1. Vehicle Pick-Up

The Company is responsible for any damages to the vehicle or equipment while in the Company's control. The Company must obtain the proper insurance requirements and minimum amounts for towing services for pick-up services.

The bidder must indicate on the Bid Form the additional charge per mile, if any, for this pick -up and on-site services.

3.6. Priority Repairs

Emergency first responders which include Lubbock Police Department, and Lubbock Fire Rescue must be given priority on any services required.

3.7. Parts and Supplies

The Company must use their own OEM approved parts and/or supplies in completing all repairs. The City is not obligated to supply parts or supplies to the Company. All furnished parts must be OEM, OEM equivalent new, or OEM equivalent re-cycled parts. The Company's invoice must include charges for all

parts, supplies, and services used in making repairs. The Company must return all parts that were removed and replaced during the repair of the vehicle or equipment upon completion of the repair(s) and the parts must accompany the vehicle or equipment. The Company is responsible for all core returns and credits.

The City, at its option, may elect to provide required repair parts to Contractor. In such case, Contractor shall not be required to warranty the City's provided parts or labor required for rework due to failure of the City's provided parts.

3.8. Invoicing and Payment
To ensure timely and accurate processing, all invoices submitted for services must include the following information:

- 8 Digit V#
- 7 Digit Work Order Number authorized by Fleet
- Vehicle Mileage
- Machine Hours
- Time of Service
- Vehicle license plate number
- Vehicle VIN or Serial Number

Important: Only one complete service per work order number is allowed on a single invoice. We will not accept multiple work orders listed on a single invoice. Only one work order is valid for each invoice. A duplicate work order will not be used as an accepted form of Fleet authorization for repairs. Failure to follow this procedure may result in non-compliance and invoice payment for services or parts may be revoked or delayed.

Invoices must be itemized to include:

- Labor hours and hourly rate as stated on the bid table
- Supplies
- Parts list
- Freight charges

Incomplete or incorrect invoices may result in a delayed payment or rejection of the invoice. Invoices must be submitted **within 5 business days of service completion** by email PDF. The PDF file must be named the invoice number. The City of Lubbock Fleet Contract Compliance Specialist will be the recipient of these PDF invoices. Please email invoices to fleetbilling@mylubbock.us

All payments will be made in accordance with the City's standard payment terms and procedures. Duplicate invoices will not be accepted. To avoid duplicate payments and credits, please email a monthly statement to accountspayable@mylubbock.us

3.9. City Premises
Any employee of the Company or any employee of a sub-contractor vendor must have employee identification with a badge or company uniform when on the City of Lubbock's premises. The Company must keep current Workers Compensation Insurance.

3.10. Compliance
The Contractor shall comply with all terms, conditions and requirements of this Contract, as well as all applicable federal, state and local laws and regulations. Failure to meet performance standards, including but

not limited to repeated invoice errors, incorrect labor rates, untimely repairs, use of unauthorized parts, or failure to obtain proper approvals, shall constitute non-compliance. In the event of non-compliance, the City will provide written notice to the Contractor specifying deficiencies and a responsible period to correct them.

4. Bidding

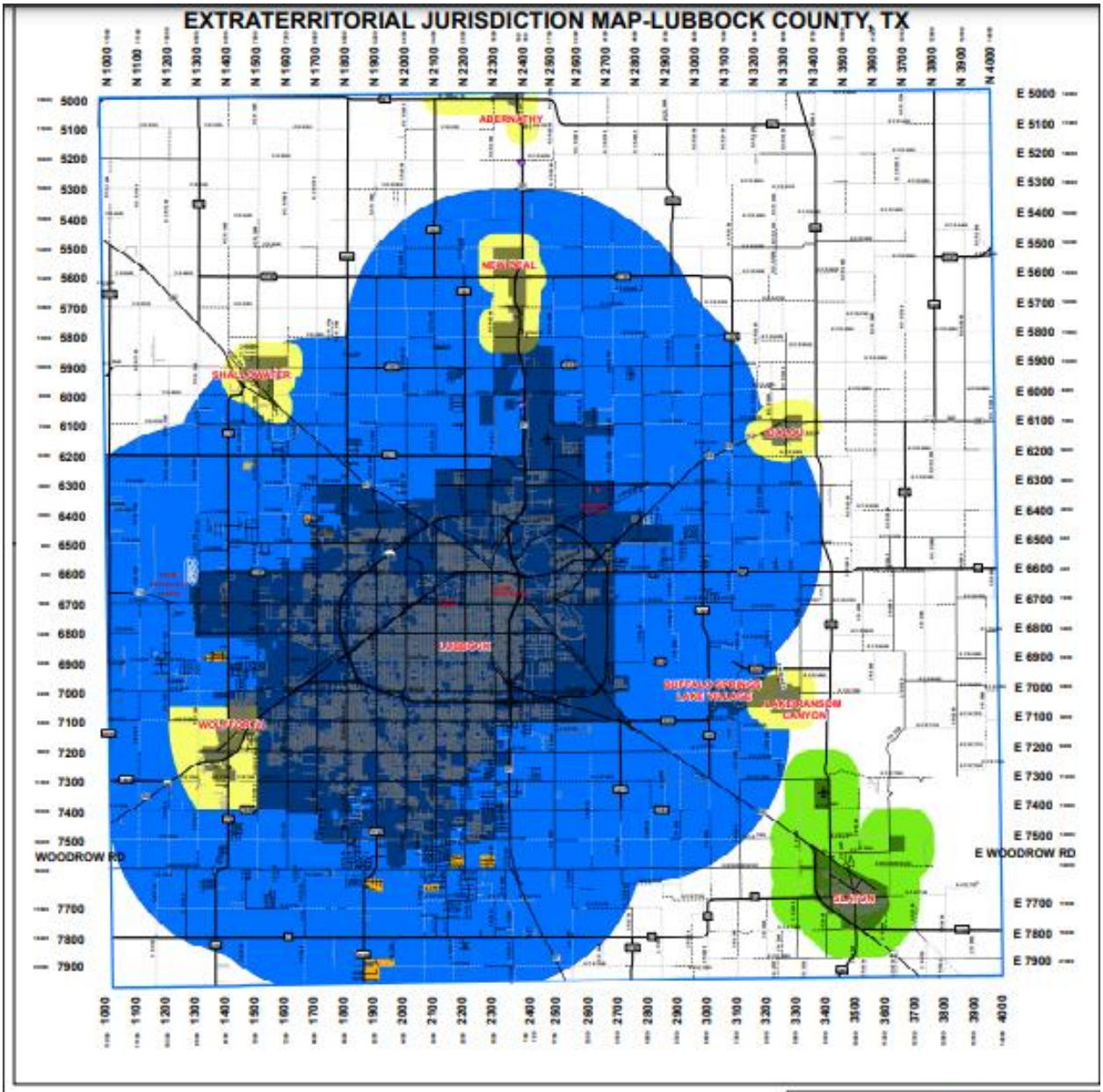
4.1. Questionnaire

A separate response additional to the bid table is required for all entries to ensure the quality level of work.

4.2. References

Vendor shall include with the bid a minimum of five (5) commercial customer references to substantiate the qualifications and experience requirements for services completed within the past 24 months.

EXTRATERRITORIAL JURISDICTION MAP-LUBBOCK COUNTY, TX



Map Created by Public Works Dept 03/04/2020

Exhibit B

City of Lubbock
ITB 26-19758-YB
Maintenance/Repair of Heavy Duty, Off-Road, Watercraft, Specialty Vehicles and Equipment
Bid Form

				Siddons Martin Emergency Group, LLC
			Total Cost Location	**$185.00 Houston, TX**
	Items	QTY (+/-)	UOM	Hourly Price
1	Category 1: Trucks Over 19,500 GVWR Class 6-8 Including Sweeper and Trash Trucks			
#1-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	185.00
#1-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	0 .00
#1-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#1-4	Service Call Fee - Per Specifications.	1	Per Call	0 .00
#1-5	Mileage Fee - Per Specifications.	1	Per Mile	0 .00
#1-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	10%
2	Category 2: Off Road Equipment Class Level 9			
#2-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	No Bid
#2-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#2-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#2-4	Service Call Fee - Per Specifications.	1	Per Call	No Bid
#2-5	Mileage Fee - Per Specifications.	1	Per Mile	No Bid
#2-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	No Bid
3	Category 3: Trailers Class Level 0			
#3-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	No Bid
#3-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#3-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#3-4	Service Call Fee - Per Specifications.	1	Per Call	No Bid
#3-5	Mileage Fee - Per Specifications.	1	Per Mile	No Bid
#3-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	No Bid

City of Lubbock
ITB 26-19758-YB
Maintenance/Repair of Heavy Duty, Off-Road, Watercraft, Specialty Vehicles and Equipment
Bid Form

				Siddons Martin Emergency Group, LLC
			Total Cost Location	**$185.00 Houston, TX**
	Items	QTY (+/-)	UOM	Hourly Price
4	Category 4: Forklifts			
#4-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	No Bid
#4-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#4-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#4-4	Service Call Fee - Per Specifications.	1	Per Call	No Bid
#4-5	Mileage Fee - Per Specifications.	1	Per Mile	No Bid
#4-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	No Bid
5	Category 5: Watercrafts			
#5-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	No Bid
#5-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#5-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#5-4	Service Call Fee - Per Specifications.	1	Per Call	No Bid
#5-5	Mileage Fee - Per Specifications.	1	Per Mile	No Bid
#5-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	No Bid
6	Category 6: ATV's, UTV's, Golf Carts			
#6-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	No Bid
#6-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#6-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#6-4	Service Call Fee - Per Specifications.	1	Per Call	No Bid
#6-5	Mileage Fee - Per Specifications.	1	Per Mile	No Bid
#6-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	No Bid

Exhibit C

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):

Liability Insurance	
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).)	$1,000,000 per Occurrence / $2,000,000 Aggregate **Additional Insured required* **Waiver of Subrogation required*
Automobile Liability Insurance	
Automobile Liability (Any auto, including hired, and non-owned autos)	$1,000,000 Combined Single Limit **Additional Insured required* **Waiver of Subrogation required*
Workers' Compensation Insurance	
Workers' Compensation Employer's Liability	Statutory Limit $1,000,000 per Occurrence $1,000,000 Disease – Each Employee $1,000,000 Disease – Policy Limit **Waiver of Subrogation required*
Garage Keepers Legal Liability **Care/Custody/Control**	$1,000,000 per location
Garage Liability	$2,000,000 Combined Single Limit

* 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
1314 Avenue K, Floor 9
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

City of Lubbock
Service Contract
Maintenance/Repair of Heavy Duty,
Off-Road, Watercraft, Specialty
Vehicles and Equipment

This Service Contract No. 19758 ("Contract"), is entered into this _____ day of_____, 2026 ("Effective Date"), by and between the City of Lubbock ("City"), a Texas home rule municipality, and Warren Power & Machinery, Inc. dba Warren Cat ("Contractor"), acting by and through its duly authorized representative. City and Contractor may be each individually referred to herein as a "party" and collectively as the "parties."

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised ITB 26-19758-YB for bids for Maintenance/Repair of Heavy Duty, Off-Road, Watercraft, Specialty Vehicles and Equipment 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 Maintenance/Repair of Heavy Duty, Off-Road, Watercraft, Specialty Vehicles and Equipment.

NOW, THEREFORE, for and in consideration of the mutual agreement contained herein, the City and Contractor hereby covenant and agree as follows:

City and Contractor acknowledge the Agreement documents shall include the following:

1. This Contract
2. Exhibit A – City's Specifications ITB No. 26-19758-YB
3. Exhibit B – Contractor's Bid
4. Exhibit C – Insurance Requirements

Exhibits A, B, and C, which are attached hereto and incorporated herein, are made a part of this Contract for all purposes. In the event of any conflict between the terms and conditions of Exhibits A, B, or C and the terms and conditions set forth in the body of this Contract, the terms and conditions of this Contract 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.

Scope of Services

Contractor shall perform the services to be performed hereunder as more specifically described within Exhibit A – City's Specifications ITB No. 26-19758-YB, on an as-needed basis. The City does not guarantee any specific amount of compensation, volume, or minimum number of services ordered under this Contract. City will not be liable for any additional expenses of Contractor not specified by the Contract, unless City first approves such expenses in writing.

1. This Contract shall be for an initial term of one (1) year, with the option of four (4), one (1) year extensions, with said date of the initial term beginning upon the Effective Date. This Contract will renew automatically for the additional terms, unless either party gives thirty (30) days prior written notice to terminate the Contract. City or Contractor may terminate this Contract at any time and for any reason upon providing the other party with thirty (30) days written notice of termination.

2. Contractor agrees to maintain the required insurance coverage during the term of this Contract, including any extensions. Contractor further agrees to ensure that valid insurance is on file with the City's Purchasing and Contract Management Department as required by this Contract or the Contract may be terminated for non-compliance.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

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.

10. 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.

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.

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.

13. No amendment or modification of the terms of this Contract shall be binding upon the parties unless reduced to writing and signed by both parties.

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 herein shall survive the expiration or termination of this Contract.

-----INTENTIONALLY LEFT BLANK-----

Docusign Envelope ID: 1991EFA9-7006-87C3-8289-FB6A4FD4BEDC

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:
Dominic Esperat
5AE4E20DF80D449...

Dominic Esperat
Director of Fleet Operations

APPROVED AS TO FORM:

Signed by:
Rachael Blansett
F333E0909DC0452...

Rachael Blansett
Assistant City Attorney

CONTRACTOR

DocuSigned by:
BY: Anthony Folger
5BCBFB5028AA474...
Authorized Representative

Anthony Folger
Print Name

15 Smith Rd, Suite 4000
Address

Midland, TX, 79705
City, State, Zip Code

City of Lubbock, TX
ITB 26-19758-YB
Maintenance/Repair of Heavy Duty, Off-Road, Watercraft, Specialty Vehicles and Equipment

Specifications

Intent:

The City of Lubbock seeks bids for secondary contract to provide preventative maintenance and repairs to heavy duty vehicles, equipment class 6 or higher and watercraft vessels. The intent of this Invitation for Bid (hereinafter referred to as ITB) is to solicit qualified vendors to enter a contract with the City of Lubbock (hereinafter referred to as The City).

To ensure adequate coverage across multiple locations within and outside Lubbock city limits, the City may award contracts to multiple vendors if it is determined to be in the City's best interest. Worksite locations include, but are not limited to, Muleshoe, Wilson, and Lake Alan Henry.

Scope of Work

1. Definitions

OEM- Original Equipment Manufacturer

V#- Vehicle Number

PTO-Power Take-Off

2. Service Description

The awarded vendor shall furnish and supply all insurance, labor, personnel, service, supervision, administration, documentation, reports, management, equipment, tools and materials necessary to provided preventative maintenance and repairs services. All services shall be provided on an "as needed/ requested basis" to the City. The City does not guarantee any quantities and services to be purchased under this contract.

In addition to the Scope of Work shall include, but not be limited to the following:

- Air Conditioning, Heating & Ventilation System
- Axels
- Brakes, Hubs & Bearings
- Steering
- Suspension
- Drive Shafts
- Automatic Transmissions
- Charging Systems
- Ignition Systems
- Light and Electrical
- Engines
- Exhaust Systems
- Fuel Systems
- PTO

- Buckets/Booms
- Def Systems
- Propeller Repairs
- Anodes

Repair of other specialized fleet equipment not listed in this section may also be requested as needed. All offers must be open to inspection of location prior to and during contract period by the City of Lubbock. The Contractor shall be responsible for making general body and required mechanical repairs related to accidents and vandalism to the City's owned or maintained vehicles or equipment.

The City of Lubbock reserves the right to award to multiple bids as deemed necessary by the City. The Contractor agrees that the City has made no representation, guaranty, or commitment that the City will purchase any minimum quantity of products under this Contract. The Contractor further agrees that any inventories, residual or otherwise, which the Contractor may establish or which may otherwise arise from the Contractor's performance under this Contract, shall be at the sole risk and responsibility of the Contractor.

2.1. Category 1-Trucks
Vehicle Class 6, 7, 8: Aerial Trucks, Trash Trucks, Firetrucks, Water Trucks etc.

2.2. Category 2-Off-Road Equipment
Vehicle Class 9: Tractors, Backhoes, Loaders, Excavators, Dozers, Graders, Scrapers, Cranes, etc.

2.3. Category 3-Trailers
Vehicle Class 0: Utility, Pipe, Hay, Equipment, Crew, Cargo, Dump etc.

2.4. Category 4-Forklifts
Clark, Hyster, Cat, Daewoo, Case, Hi-lift, Princeton etc.

2.5. Category 5-Watercrafts
Boats, Aquatic Harvester

2.6. Category 6-ATV'S, UTV'S, Golf Carts
ATV'S, UTV'S, Golf Carts

3. Operations

3.1. Hours of Operations
Business hours must be available between 7:00AM and 4:30PM Monday through Friday. Excluding City Holidays. Company must provide secure shelter (locked fence) for City vehicles.

3.2. Approval Procedures
Estimates must be submitted to Fleet Services within 24-hour period of request. All estimates shall be at no charge to the City.

Approval for maintenance and repairs on all vehicles shall be as follows:

Repairs up to $1,000 shall be verbally approved by an authorized Fleet Services designee. Repairs from $1,000 to $2,500 must have written approval from an authorized Fleet Services designee. Repairs over $2,500 must have written approval from an authorized Fleet Services designated representative and Director of Fleet Services. Written estimates must be itemized and include an estimated time for completion.

3.2.1. Work Orders

All services and parts orders must be authorized with a City of Lubbock Fleet Representative. A valid 7 digit work order number will be issued out by a City of Lubbock Fleet Representative and is required for any city employee to obtain service. (“The Company”) agrees to prohibit work without a corresponding, pre-approved work order number. It is the responsibility of the city employee to present the work order at the time of service or service scheduled date.

If any repairs are completed without proper authorization, the Vendor will not be reimbursed for any services, repairs, maintenance, parts, or supplies.

3.3. Labor Guide

Vendor is required to provide the name of the current Labor Guide software and version used to provide repair costs with the Bid Form. The City of Lubbock reserves the right to audit the labor hours charged to each job and all overcharges will be brought to the attention of the vendor. The Vendor shall issue a credit for the overcharge amount within 5 business days and the credit shall reference the City of Lubbock's vehicle identification number and work order number. If the program is proprietary, Vendor shall grant access to the City of Lubbock's Fleet Services Department for audit purposes.

3.4. Repeat Repairs

All repairs shall be warranted for a period of 12 months.

The vendor will be responsible for correcting all previous repairs performed by the vendor that were incorrectly repaired or the repair failed to correct the reported deficiency. The vendor will be responsible for the total cost of the repair including any replacement parts.

In the event of a Repeat Repair, the vendor shall open a new vendor work order. The new vendor work order must indicate on the work order "repeat" or "return" work. Copies of the original City and vendor work orders and any applicable invoices shall be attached to the new work order.

3.5. Pick-up and Drop-off Service

The bidder's bid may include, but not required, a separate price for pick-up, and on-site repairs of City vehicles. The bidder must indicate on the Bid Form the additional charge per mile, if any, for this pick -up and drop-off service and base price for on-site repairs. The City reserves the right to use this service as needed. Vehicles must be picked up by City personnel or delivered to a City location within 24-hours after the vehicle has been repaired.

3.5.1. Vehicle Pick-Up

The Company is responsible for any damages to the vehicle or equipment while in the Company's control. The Company must obtain the proper insurance requirements and minimum amounts for towing services for pick-up services.

The bidder must indicate on the Bid Form the additional charge per mile, if any, for this pick -up and on-site services.

3.6. Priority Repairs

Emergency first responders which include Lubbock Police Department, and Lubbock Fire Rescue must be given priority on any services required.

3.7. Parts and Supplies

The Company must use their own OEM approved parts and/or supplies in completing all repairs. The City is not obligated to supply parts or supplies to the Company. All furnished parts must be OEM, OEM equivalent new, or OEM equivalent re-cycled parts. The Company's invoice must include charges for all

parts, supplies, and services used in making repairs. The Company must return all parts that were removed and replaced during the repair of the vehicle or equipment upon completion of the repair(s) and the parts must accompany the vehicle or equipment. The Company is responsible for all core returns and credits.

The City, at its option, may elect to provide required repair parts to Contractor. In such case, Contractor shall not be required to warranty the City's provided parts or labor required for rework due to failure of the City's provided parts.

3.8. Invoicing and Payment
To ensure timely and accurate processing, all invoices submitted for services must include the following information:

- 8 Digit V#
- 7 Digit Work Order Number authorized by Fleet
- Vehicle Mileage
- Machine Hours
- Time of Service
- Vehicle license plate number
- Vehicle VIN or Serial Number

Important: Only one complete service per work order number is allowed on a single invoice. We will not accept multiple work orders listed on a single invoice. Only one work order is valid for each invoice. A duplicate work order will not be used as an accepted form of Fleet authorization for repairs. Failure to follow this procedure may result in non-compliance and invoice payment for services or parts may be revoked or delayed.

Invoices must be itemized to include:

- Labor hours and hourly rate as stated on the bid table
- Supplies
- Parts list
- Freight charges

Incomplete or incorrect invoices may result in a delayed payment or rejection of the invoice. Invoices must be submitted **within 5 business days of service completion** by email PDF. The PDF file must be named the invoice number. The City of Lubbock Fleet Contract Compliance Specialist will be the recipient of these PDF invoices. Please email invoices to fleetbilling@mylubbock.us

All payments will be made in accordance with the City's standard payment terms and procedures. Duplicate invoices will not be accepted. To avoid duplicate payments and credits, please email a monthly statement to accountspayable@mylubbock.us

3.9. City Premises
Any employee of the Company or any employee of a sub-contractor vendor must have employee identification with a badge or company uniform when on the City of Lubbock's premises. The Company must keep current Workers Compensation Insurance.

3.10. Compliance
The Contractor shall comply with all terms, conditions and requirements of this Contract, as well as all applicable federal, state and local laws and regulations. Failure to meet performance standards, including but

not limited to repeated invoice errors, incorrect labor rates, untimely repairs, use of unauthorized parts, or failure to obtain proper approvals, shall constitute non-compliance. In the event of non-compliance, the City will provide written notice to the Contractor specifying deficiencies and a responsible period to correct them.

4. Bidding

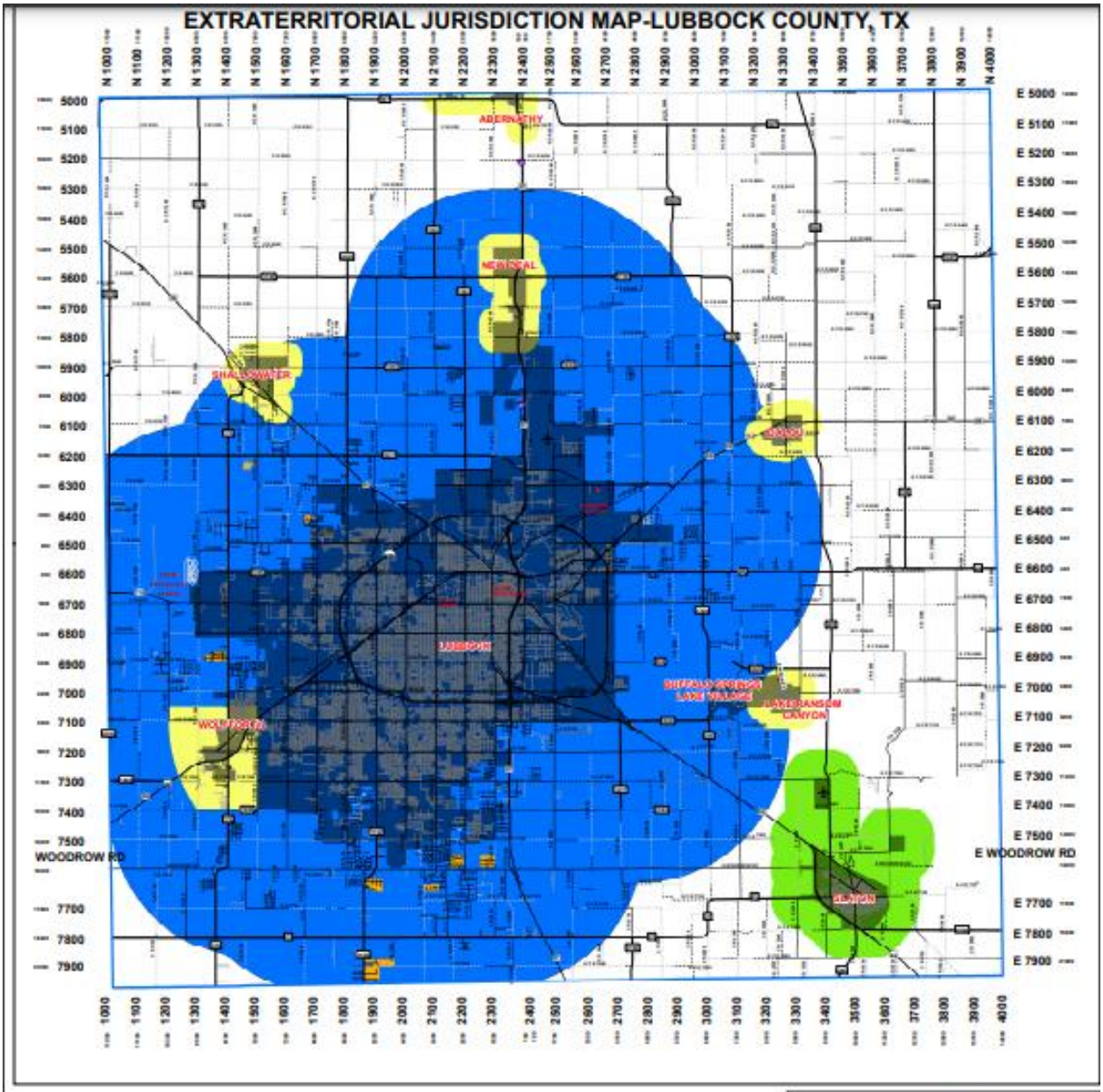
4.1. Questionnaire

A separate response additional to the bid table is required for all entries to ensure the quality level of work.

4.2. References

Vendor shall include with the bid a minimum of five (5) commercial customer references to substantiate the qualifications and experience requirements for services completed within the past 24 months.

EXTRATERRITORIAL JURISDICTION MAP-LUBBOCK COUNTY, TX



Map Created by Public Works Dept 03/04/2020

City of Lubbock
ITB 26-19758-YB
Maintenance/Repair of Heavy Duty,
Off-Road, Watercraft, Specialty
Vehicles and Equipment
Bid Form

				Warren Power & Machinery, Inc. dba Warren Cat
			Total Cost Location	**$209.80 Midland, TX**
#	Items	QTY (+/-)	UOM	Hourly Price
1	Category 1: Trucks Over 19,500 GVWR Class 6-8 Including Sweeper and Trash Trucks			
#1-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	No Bid
#1-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#1-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#1-4	Service Call Fee - Per Specifications.	1	Per Call	No Bid
#1-5	Mileage Fee - Per Specifications.	1	Per Mile	No Bid
#1-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	No Bid
2	Category 2: Off Road Equipment Class Level 9			
#2-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	208.00
#2-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#2-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#2-4	Service Call Fee - Per Specifications.	1	Per Call	0 .00
#2-5	Mileage Fee - Per Specifications.	1	Per Mile	1.80
#2-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	No Bid
3	Category 3: Trailers Class Level 0			
#3-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	No Bid
#3-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#3-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#3-4	Service Call Fee - Per Specifications.	1	Per Call	No Bid
#3-5	Mileage Fee - Per Specifications.	1	Per Mile	No Bid
#3-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	No Bid

City of Lubbock
ITB 26-19758-YB
Maintenance/Repair of Heavy Duty,
Off-Road, Watercraft, Specialty
Vehicles and Equipment
Bid Form

				Warren Power & Machinery, Inc. dba Warren Cat
			Total Cost Location	**$209.80 Midland, TX**
#	Items	QTY (+/-)	UOM	Hourly Price
4	Category 4: Forklifts			
#4-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	No Bid
#4-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#4-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#4-4	Service Call Fee - Per Specifications.	1	Per Call	No Bid
#4-5	Mileage Fee - Per Specifications.	1	Per Mile	No Bid
#4-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	No Bid
5	Category 5: Watercrafts			
#5-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	No Bid
#5-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
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#5-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	No Bid
6	Category 6: ATV's,UTV's, Golf Carts			
#6-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	No Bid
#6-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#6-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#6-4	Service Call Fee - Per Specifications.	1	Per Call	No Bid
#6-5	Mileage Fee - Per Specifications.	1	Per Mile	No Bid
#6-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	No Bid

Exhibit C

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):

Liability Insurance	
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).)	$1,000,000 per Occurrence / $2,000,000 Aggregate **Additional Insured required* **Waiver of Subrogation required*
Automobile Liability Insurance	
Automobile Liability (Any auto, including hired, and non-owned autos)	$1,000,000 Combined Single Limit **Additional Insured required* **Waiver of Subrogation required*
Workers' Compensation Insurance	
Workers' Compensation Employer's Liability	Statutory Limit $1,000,000 per Occurrence $1,000,000 Disease – Each Employee $1,000,000 Disease – Policy Limit **Waiver of Subrogation required*
Garage Keepers Legal Liability **Care/Custody/Control**	$1,000,000 per location
Garage Liability	$2,000,000 Combined Single Limit

* 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
1314 Avenue K, Floor 9
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

City of Lubbock
Service Contract
Maintenance/Repair of Heavy Duty,
Off-Road, Watercraft, Specialty
Vehicles and Equipment

This Service Contract No. 19902 ("Contract"), is entered into this _____ day of_____, 2026 ("Effective Date"), by and between the City of Lubbock ("City"), a Texas home rule municipality, and KJT Diesel & Equipment Service, LLC ("Contractor"), acting by and through its duly authorized representative. City and Contractor may be each individually referred to herein as a "party" and collectively as the "parties."

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised ITB 26-19758-YB for bids for Maintenance/Repair of Heavy Duty, Off-Road, Watercraft, Specialty Vehicles and Equipment 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 Maintenance/Repair of Heavy Duty, Off-Road, Watercraft, Specialty Vehicles and Equipment.

NOW, THEREFORE, for and in consideration of the mutual agreement contained herein, the City and Contractor hereby covenant and agree as follows:

City and Contractor acknowledge the Agreement documents shall include the following:

1. This Contract
2. Exhibit A – City's Specifications ITB No. 26-19758-YB
3. Exhibit B – Contractor's Bid
4. Exhibit C – Insurance Requirements

Exhibits A, B, and C, which are attached hereto and incorporated herein, are made a part of this Contract for all purposes. In the event of any conflict between the terms and conditions of Exhibits A, B, or C and the terms and conditions set forth in the body of this Contract, the terms and conditions of this Contract 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.

Scope of Services

Contractor shall perform the services to be performed hereunder as more specifically described within Exhibit A – City's Specifications ITB No. 26-19758-YB, on an as-needed basis. The City does not guarantee any specific amount of compensation, volume, or minimum number of services ordered under this Contract. City will not be liable for any additional expenses of Contractor not specified by the Contract, unless City first approves such expenses in writing.

1. This Contract shall be for an initial term of one (1) year, with the option of four (4), one (1) year extensions, with said date of the initial term beginning upon the Effective Date. This Contract will renew automatically for the additional terms, unless either party gives thirty (30) days prior written notice to terminate the Contract. City or Contractor may terminate this Contract at any time and for any reason upon providing the other party with thirty (30) days written notice of termination.

2. Contractor agrees to maintain the required insurance coverage during the term of this Contract, including any extensions. Contractor further agrees to ensure that valid insurance is on file with the City's Purchasing and Contract Management Department as required by this Contract or the Contract may be terminated for non-compliance.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

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.

10. 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.

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.

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.

13. No amendment or modification of the terms of this Contract shall be binding upon the parties unless reduced to writing and signed by both parties.

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 herein shall survive the expiration or termination of this Contract.

-----INTENTIONALLY LEFT BLANK-----

Docusign Envelope ID: 19899323-4F5F-8141-80FD-55123CEC6FF0

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:
Dominic Esperat
6AE4E29BF89D449...

Dominic Esperat
Director of Fleet Operations

APPROVED AS TO FORM:

Signed by:
Rachael Blansett
F333F6969DC0452...

Rachael Blansett
Assistant City Attorney

CONTRACTOR

BY: Signed by:
Kevin Andrusick
5D466A14609E4F8...
Authorized Representative

Kevin Andrusick
Print Name

Kevin Andrusick
Address

7504 87th St Lubbock TX 79424
City, State, Zip Code

City of Lubbock, TX
ITB 26-19758-YB
Maintenance/Repair of Heavy Duty, Off-Road,
Watercraft, Specialty Vehicles and Equipment

Specifications

Intent:

The City of Lubbock seeks bids for secondary contract to provide preventative maintenance and repairs to heavy duty vehicles, equipment class 6 or higher and watercraft vessels. The intent of this Invitation for Bid (hereinafter referred to as ITB) is to solicit qualified vendors to enter a contract with the City of Lubbock (hereinafter referred to as The City).

To ensure adequate coverage across multiple locations within and outside Lubbock city limits, the City may award contracts to multiple vendors if it is determined to be in the City's best interest. Worksite locations include, but are not limited to, Muleshoe, Wilson, and Lake Alan Henry.

Scope of Work

1. Definitions

OEM- Original Equipment Manufacturer

V#- Vehicle Number

PTO-Power Take-Off

2. Service Description

The awarded vendor shall furnish and supply all insurance, labor, personnel, service, supervision, administration, documentation, reports, management, equipment, tools and materials necessary to provided preventative maintenance and repairs services. All services shall be provided on an "as needed/ requested basis" to the City. The City does not guarantee any quantities and services to be purchased under this contract.

In addition to the Scope of Work shall include, but not be limited to the following:

- Air Conditioning, Heating & Ventilation System
- Axels
- Brakes, Hubs & Bearings
- Steering
- Suspension
- Drive Shafts
- Automatic Transmissions
- Charging Systems
- Ignition Systems
- Light and Electrical
- Engines
- Exhaust Systems
- Fuel Systems
- PTO

- Buckets/Booms
- Def Systems
- Propeller Repairs
- Anodes

Repair of other specialized fleet equipment not listed in this section may also be requested as needed. All offers must be open to inspection of location prior to and during contract period by the City of Lubbock. The Contractor shall be responsible for making general body and required mechanical repairs related to accidents and vandalism to the City's owned or maintained vehicles or equipment.

The City of Lubbock reserves the right to award to multiple bids as deemed necessary by the City. The Contractor agrees that the City has made no representation, guaranty, or commitment that the City will purchase any minimum quantity of products under this Contract. The Contractor further agrees that any inventories, residual or otherwise, which the Contractor may establish or which may otherwise arise from the Contractor's performance under this Contract, shall be at the sole risk and responsibility of the Contractor.

2.1. Category 1-Trucks
Vehicle Class 6, 7, 8: Aerial Trucks, Trash Trucks, Firetrucks, Water Trucks etc.

2.2. Category 2-Off-Road Equipment
Vehicle Class 9: Tractors, Backhoes, Loaders, Excavators, Dozers, Graders, Scrapers, Cranes, etc.

2.3. Category 3-Trailers
Vehicle Class 0: Utility, Pipe, Hay, Equipment, Crew, Cargo, Dump etc.

2.4. Category 4-Forklifts
Clark, Hyster, Cat, Daewoo, Case, Hi-lift, Princeton etc.

2.5. Category 5-Watercrafts
Boats, Aquatic Harvester

2.6. Category 6-ATV'S, UTV'S, Golf Carts
ATV'S, UTV'S, Golf Carts

3. Operations

3.1. Hours of Operations
Business hours must be available between 7:00AM and 4:30PM Monday through Friday. Excluding City Holidays. Company must provide secure shelter (locked fence) for City vehicles.

3.2. Approval Procedures
Estimates must be submitted to Fleet Services within 24-hour period of request. All estimates shall be at no charge to the City.

Approval for maintenance and repairs on all vehicles shall be as follows:

Repairs up to $1,000 shall be verbally approved by an authorized Fleet Services designee. Repairs from $1,000 to $2,500 must have written approval from an authorized Fleet Services designee. Repairs over $2,500 must have written approval from an authorized Fleet Services designated representative and Director of Fleet Services. Written estimates must be itemized and include an estimated time for completion.

3.2.1. Work Orders

All services and parts orders must be authorized with a City of Lubbock Fleet Representative. A valid 7 digit work order number will be issued out by a City of Lubbock Fleet Representative and is required for any city employee to obtain service. (“The Company”) agrees to prohibit work without a corresponding, pre-approved work order number. It is the responsibility of the city employee to present the work order at the time of service or service scheduled date.

If any repairs are completed without proper authorization, the Vendor will not be reimbursed for any services, repairs, maintenance, parts, or supplies.

3.3. Labor Guide

Vendor is required to provide the name of the current Labor Guide software and version used to provide repair costs with the Bid Form. The City of Lubbock reserves the right to audit the labor hours charged to each job and all overcharges will be brought to the attention of the vendor. The Vendor shall issue a credit for the overcharge amount within 5 business days and the credit shall reference the City of Lubbock's vehicle identification number and work order number. If the program is proprietary, Vendor shall grant access to the City of Lubbock's Fleet Services Department for audit purposes.

3.4. Repeat Repairs

All repairs shall be warranted for a period of 12 months.

The vendor will be responsible for correcting all previous repairs performed by the vendor that were incorrectly repaired or the repair failed to correct the reported deficiency. The vendor will be responsible for the total cost of the repair including any replacement parts.

In the event of a Repeat Repair, the vendor shall open a new vendor work order. The new vendor work order must indicate on the work order "repeat" or "return" work. Copies of the original City and vendor work orders and any applicable invoices shall be attached to the new work order.

3.5. Pick-up and Drop-off Service

The bidder's bid may include, but not required, a separate price for pick-up, and on-site repairs of City vehicles. The bidder must indicate on the Bid Form the additional charge per mile, if any, for this pick -up and drop-off service and base price for on-site repairs. The City reserves the right to use this service as needed. Vehicles must be picked up by City personnel or delivered to a City location within 24-hours after the vehicle has been repaired.

3.5.1. Vehicle Pick-Up

The Company is responsible for any damages to the vehicle or equipment while in the Company's control. The Company must obtain the proper insurance requirements and minimum amounts for towing services for pick-up services.

The bidder must indicate on the Bid Form the additional charge per mile, if any, for this pick -up and on-site services.

3.6. Priority Repairs

Emergency first responders which include Lubbock Police Department, and Lubbock Fire Rescue must be given priority on any services required.

3.7. Parts and Supplies

The Company must use their own OEM approved parts and/or supplies in completing all repairs. The City is not obligated to supply parts or supplies to the Company. All furnished parts must be OEM, OEM equivalent new, or OEM equivalent re-cycled parts. The Company's invoice must include charges for all

parts, supplies, and services used in making repairs. The Company must return all parts that were removed and replaced during the repair of the vehicle or equipment upon completion of the repair(s) and the parts must accompany the vehicle or equipment. The Company is responsible for all core returns and credits.

The City, at its option, may elect to provide required repair parts to Contractor. In such case, Contractor shall not be required to warranty the City's provided parts or labor required for rework due to failure of the City's provided parts.

3.8. Invoicing and Payment
To ensure timely and accurate processing, all invoices submitted for services must include the following information:

- 8 Digit V#
- 7 Digit Work Order Number authorized by Fleet
- Vehicle Mileage
- Machine Hours
- Time of Service
- Vehicle license plate number
- Vehicle VIN or Serial Number

Important: Only one complete service per work order number is allowed on a single invoice. We will not accept multiple work orders listed on a single invoice. Only one work order is valid for each invoice. A duplicate work order will not be used as an accepted form of Fleet authorization for repairs. Failure to follow this procedure may result in non-compliance and invoice payment for services or parts may be revoked or delayed.

Invoices must be itemized to include:

- Labor hours and hourly rate as stated on the bid table
- Supplies
- Parts list
- Freight charges

Incomplete or incorrect invoices may result in a delayed payment or rejection of the invoice. Invoices must be submitted **within 5 business days of service completion** by email PDF. The PDF file must be named the invoice number. The City of Lubbock Fleet Contract Compliance Specialist will be the recipient of these PDF invoices. Please email invoices to fleetbilling@mylubbock.us

All payments will be made in accordance with the City's standard payment terms and procedures. Duplicate invoices will not be accepted. To avoid duplicate payments and credits, please email a monthly statement to accountspayable@mylubbock.us

3.9. City Premises
Any employee of the Company or any employee of a sub-contractor vendor must have employee identification with a badge or company uniform when on the City of Lubbock's premises. The Company must keep current Workers Compensation Insurance.

3.10. Compliance
The Contractor shall comply with all terms, conditions and requirements of this Contract, as well as all applicable federal, state and local laws and regulations. Failure to meet performance standards, including but

not limited to repeated invoice errors, incorrect labor rates, untimely repairs, use of unauthorized parts, or failure to obtain proper approvals, shall constitute non-compliance. In the event of non-compliance, the City will provide written notice to the Contractor specifying deficiencies and a responsible period to correct them.

4. Bidding

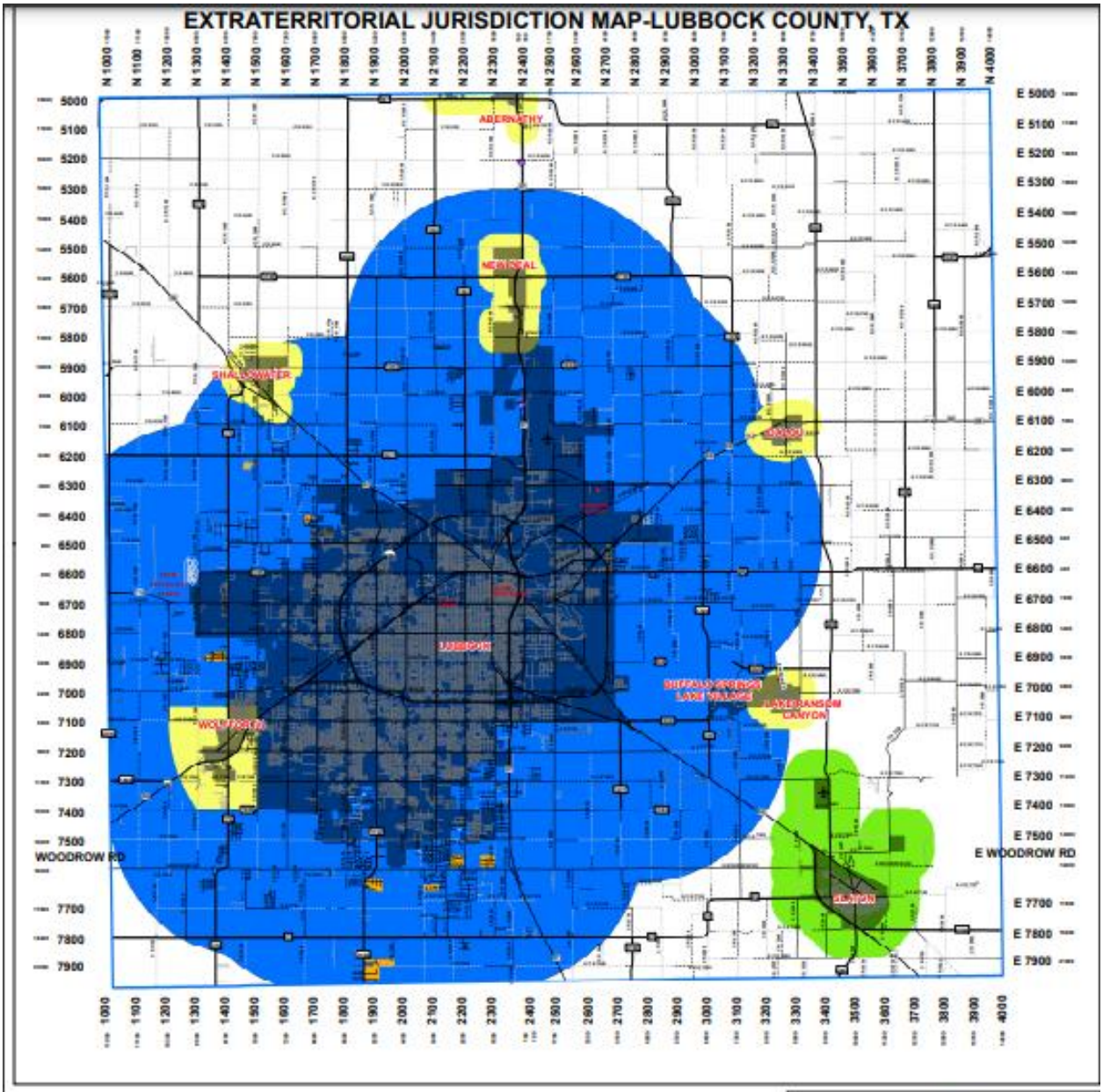
4.1. Questionnaire

A separate response additional to the bid table is required for all entries to ensure the quality level of work.

4.2. References

Vendor shall include with the bid a minimum of five (5) commercial customer references to substantiate the qualifications and experience requirements for services completed within the past 24 months.

EXTRATERRITORIAL JURISDICTION MAP-LUBBOCK COUNTY, TX



Map Created by Public Works Dept 03/04/2020

Exhibit B

City of Lubbock
ITB 26-19758-YB
Maintenance/Repair of Heavy Duty, Off-Road, Watercraft, Specialty Vehicles and Equipment
Bid Form

				KJT Diesel & Equipment Service, LLC
			Total Cost Location	**$600.00 Lubbock, TX**
	Items	QTY (+/-)	UOM	Hourly Price
1	Category 1: Trucks Over 19,500 GVWR Class 6-8 Including Sweeper and Trash Trucks			
#1-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	150.00
#1-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#1-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#1-4	Service Call Fee - Per Specifications.	1	Per Call	No Bid
#1-5	Mileage Fee - Per Specifications.	1	Per Mile	No Bid
#1-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	30%
2	Category 2: Off Road Equipment Class Level 9			
#2-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	150.00
#2-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#2-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#2-4	Service Call Fee - Per Specifications.	1	Per Call	No Bid
#2-5	Mileage Fee - Per Specifications.	1	Per Mile	No Bid
#2-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	30%
3	Category 3: Trailers Class Level 0			
#3-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	No Bid
#3-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#3-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#3-4	Service Call Fee - Per Specifications.	1	Per Call	No Bid
#3-5	Mileage Fee - Per Specifications.	1	Per Mile	No Bid
#3-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	No Bid

City of Lubbock
ITB 26-19758-YB
Maintenance/Repair of Heavy Duty, Off-Road, Watercraft, Specialty Vehicles and Equipment
Bid Form

				KJT Diesel & Equipment Service, LLC
			Total Cost Location	**$600.00 Lubbock, TX**
	Items	QTY (+/-)	UOM	Hourly Price
4	Category 4: Forklifts			
#4-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	150.00
#4-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#4-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#4-4	Service Call Fee - Per Specifications.	1	Per Call	No Bid
#4-5	Mileage Fee - Per Specifications.	1	Per Mile	No Bid
#4-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	30%
5	Category 5: Watercrafts			
#5-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	No Bid
#5-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#5-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#5-4	Service Call Fee - Per Specifications.	1	Per Call	No Bid
#5-5	Mileage Fee - Per Specifications.	1	Per Mile	No Bid
#5-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	No Bid
6	Category 6: ATV's, UTV's, Golf Carts			
#6-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	150.00
#6-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#6-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#6-4	Service Call Fee - Per Specifications.	1	Per Call	No Bid
#6-5	Mileage Fee - Per Specifications.	1	Per Mile	No Bid
#6-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	30%

Exhibit C

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):

Liability Insurance	
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).)	$1,000,000 per Occurrence / $2,000,000 Aggregate **Additional Insured required* **Waiver of Subrogation required*
Automobile Liability Insurance	
Automobile Liability (Any auto, including hired, and non-owned autos)	$1,000,000 Combined Single Limit **Additional Insured required* **Waiver of Subrogation required*
Workers' Compensation Insurance	
Workers' Compensation Employer's Liability	Statutory Limit $1,000,000 per Occurrence $1,000,000 Disease – Each Employee $1,000,000 Disease – Policy Limit **Waiver of Subrogation required*
Garage Keepers Legal Liability **Care/Custody/Control**	$1,000,000 per location
Garage Liability	$2,000,000 Combined Single Limit

* 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
1314 Avenue K, Floor 9
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

City of Lubbock
Service Contract
Maintenance/Repair of Heavy Duty,
Off-Road, Watercraft, Specialty
Vehicles and Equipment

This Service Contract No. 19903 ("Contract"), is entered into this _____ day of_____, 2026 ("Effective Date"), by and between the City of Lubbock ("City"), a Texas home rule municipality, and Nebraskaland Tire, Inc. dba McWhorter's Tire and Service ("Contractor"), acting by and through its duly authorized representative. City and Contractor may be each individually referred to herein as a "party" and collectively as the "parties."

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised ITB 26-19758-YB for bids for Maintenance/Repair of Heavy Duty, Off-Road, Watercraft, Specialty Vehicles and Equipment 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 Maintenance/Repair of Heavy Duty, Off-Road, Watercraft, Specialty Vehicles and Equipment.

NOW, THEREFORE, for and in consideration of the mutual agreement contained herein, the City and Contractor hereby covenant and agree as follows:

City and Contractor acknowledge the Agreement documents shall include the following:

1. This Contract
2. Exhibit A – City's Specifications ITB No. 26-19758-YB
3. Exhibit B – Contractor's Bid
4. Exhibit C – Insurance Requirements

Exhibits A, B, and C, which are attached hereto and incorporated herein, are made a part of this Contract for all purposes. In the event of any conflict between the terms and conditions of Exhibits A, B, or C and the terms and conditions set forth in the body of this Contract, the terms and conditions of this Contract 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.

Scope of Services

Contractor shall perform the services to be performed hereunder as more specifically described within Exhibit A – City's Specifications ITB No. 26-19758-YB, on an as-needed basis. The City does not guarantee any specific amount of compensation, volume, or minimum number of services ordered under this Contract. City will not be liable for any additional expenses of Contractor not specified by the Contract, unless City first approves such expenses in writing.

1. This Contract shall be for an initial term of one (1) year, with the option of four (4), one (1) year extensions, with said date of the initial term beginning upon the Effective Date. This Contract will renew automatically for the additional terms, unless either party gives thirty (30) days prior written notice to terminate the Contract. City or Contractor may terminate this Contract at any time and for any reason upon providing the other party with thirty (30) days written notice of termination.

2. Contractor agrees to maintain the required insurance coverage during the term of this Contract, including any extensions. Contractor further agrees to ensure that valid insurance is on file with the City's Purchasing and Contract Management Department as required by this Contract or the Contract may be terminated for non-compliance.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

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.

10. 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.

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.

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.

13. No amendment or modification of the terms of this Contract shall be binding upon the parties unless reduced to writing and signed by both parties.

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 herein shall survive the expiration or termination of this Contract.

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Docusign Envelope ID: 4EAA20DD-CA7D-8F8D-8183-E83BCAA64A04

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:
Dominic Esperat
6AE4E20DF80D440...

Dominic Esperat
Director of Fleet Operations

APPROVED AS TO FORM:

Signed by:
Rachael Blansett
F333E6969DC0432...

Rachael Blansett
Assistant City Attorney

CONTRACTOR

BY: Signed by:
Matt Cole
FED9DB564948434...
Authorized Representative

Matt Cole
Print Name

213 N Avenue U
Address

Lubbock, Tx, 79415
City, State, Zip Code

City of Lubbock, TX
ITB 26-19758-YB
Maintenance/Repair of Heavy Duty, Off-Road,
Watercraft, Specialty Vehicles and Equipment

Specifications

Intent:

The City of Lubbock seeks bids for secondary contract to provide preventative maintenance and repairs to heavy duty vehicles, equipment class 6 or higher and watercraft vessels. The intent of this Invitation for Bid (hereinafter referred to as ITB) is to solicit qualified vendors to enter a contract with the City of Lubbock (hereinafter referred to as The City).

To ensure adequate coverage across multiple locations within and outside Lubbock city limits, the City may award contracts to multiple vendors if it is determined to be in the City's best interest. Worksite locations include, but are not limited to, Muleshoe, Wilson, and Lake Alan Henry.

Scope of Work

1. Definitions

OEM- Original Equipment Manufacturer

V#- Vehicle Number

PTO-Power Take-Off

2. Service Description

The awarded vendor shall furnish and supply all insurance, labor, personnel, service, supervision, administration, documentation, reports, management, equipment, tools and materials necessary to provided preventative maintenance and repairs services. All services shall be provided on an "as needed/ requested basis" to the City. The City does not guarantee any quantities and services to be purchased under this contract.

In addition to the Scope of Work shall include, but not be limited to the following:

- Air Conditioning, Heating & Ventilation System
- Axels
- Brakes, Hubs & Bearings
- Steering
- Suspension
- Drive Shafts
- Automatic Transmissions
- Charging Systems
- Ignition Systems
- Light and Electrical
- Engines
- Exhaust Systems
- Fuel Systems
- PTO

- Buckets/Booms
- Def Systems
- Propeller Repairs
- Anodes

Repair of other specialized fleet equipment not listed in this section may also be requested as needed. All offers must be open to inspection of location prior to and during contract period by the City of Lubbock. The Contractor shall be responsible for making general body and required mechanical repairs related to accidents and vandalism to the City's owned or maintained vehicles or equipment.

The City of Lubbock reserves the right to award to multiple bids as deemed necessary by the City. The Contractor agrees that the City has made no representation, guaranty, or commitment that the City will purchase any minimum quantity of products under this Contract. The Contractor further agrees that any inventories, residual or otherwise, which the Contractor may establish or which may otherwise arise from the Contractor's performance under this Contract, shall be at the sole risk and responsibility of the Contractor.

2.1. Category 1-Trucks
Vehicle Class 6, 7, 8: Aerial Trucks, Trash Trucks, Firetrucks, Water Trucks etc.

2.2. Category 2-Off-Road Equipment
Vehicle Class 9: Tractors, Backhoes, Loaders, Excavators, Dozers, Graders, Scrapers, Cranes, etc.

2.3. Category 3-Trailers
Vehicle Class 0: Utility, Pipe, Hay, Equipment, Crew, Cargo, Dump etc.

2.4. Category 4-Forklifts
Clark, Hyster, Cat, Daewoo, Case, Hi-lift, Princeton etc.

2.5. Category 5-Watercrafts
Boats, Aquatic Harvester

2.6. Category 6-ATV'S, UTV'S, Golf Carts
ATV'S, UTV'S, Golf Carts

3. Operations

3.1. Hours of Operations
Business hours must be available between 7:00AM and 4:30PM Monday through Friday. Excluding City Holidays. Company must provide secure shelter (locked fence) for City vehicles.

3.2. Approval Procedures
Estimates must be submitted to Fleet Services within 24-hour period of request. All estimates shall be at no charge to the City.

Approval for maintenance and repairs on all vehicles shall be as follows:

Repairs up to $1,000 shall be verbally approved by an authorized Fleet Services designee. Repairs from $1,000 to $2,500 must have written approval from an authorized Fleet Services designee. Repairs over $2,500 must have written approval from an authorized Fleet Services designated representative and Director of Fleet Services. Written estimates must be itemized and include an estimated time for completion.

3.2.1. Work Orders

All services and parts orders must be authorized with a City of Lubbock Fleet Representative. A valid 7 digit work order number will be issued out by a City of Lubbock Fleet Representative and is required for any city employee to obtain service. (“The Company”) agrees to prohibit work without a corresponding, pre-approved work order number. It is the responsibility of the city employee to present the work order at the time of service or service scheduled date.

If any repairs are completed without proper authorization, the Vendor will not be reimbursed for any services, repairs, maintenance, parts, or supplies.

3.3. Labor Guide

Vendor is required to provide the name of the current Labor Guide software and version used to provide repair costs with the Bid Form. The City of Lubbock reserves the right to audit the labor hours charged to each job and all overcharges will be brought to the attention of the vendor. The Vendor shall issue a credit for the overcharge amount within 5 business days and the credit shall reference the City of Lubbock's vehicle identification number and work order number. If the program is proprietary, Vendor shall grant access to the City of Lubbock's Fleet Services Department for audit purposes.

3.4. Repeat Repairs

All repairs shall be warranted for a period of 12 months.

The vendor will be responsible for correcting all previous repairs performed by the vendor that were incorrectly repaired or the repair failed to correct the reported deficiency. The vendor will be responsible for the total cost of the repair including any replacement parts.

In the event of a Repeat Repair, the vendor shall open a new vendor work order. The new vendor work order must indicate on the work order "repeat" or "return" work. Copies of the original City and vendor work orders and any applicable invoices shall be attached to the new work order.

3.5. Pick-up and Drop-off Service

The bidder's bid may include, but not required, a separate price for pick-up, and on-site repairs of City vehicles. The bidder must indicate on the Bid Form the additional charge per mile, if any, for this pick -up and drop-off service and base price for on-site repairs. The City reserves the right to use this service as needed. Vehicles must be picked up by City personnel or delivered to a City location within 24-hours after the vehicle has been repaired.

3.5.1. Vehicle Pick-Up

The Company is responsible for any damages to the vehicle or equipment while in the Company's control. The Company must obtain the proper insurance requirements and minimum amounts for towing services for pick-up services.

The bidder must indicate on the Bid Form the additional charge per mile, if any, for this pick -up and on-site services.

3.6. Priority Repairs

Emergency first responders which include Lubbock Police Department, and Lubbock Fire Rescue must be given priority on any services required.

3.7. Parts and Supplies

The Company must use their own OEM approved parts and/or supplies in completing all repairs. The City is not obligated to supply parts or supplies to the Company. All furnished parts must be OEM, OEM equivalent new, or OEM equivalent re-cycled parts. The Company's invoice must include charges for all

parts, supplies, and services used in making repairs. The Company must return all parts that were removed and replaced during the repair of the vehicle or equipment upon completion of the repair(s) and the parts must accompany the vehicle or equipment. The Company is responsible for all core returns and credits.

The City, at its option, may elect to provide required repair parts to Contractor. In such case, Contractor shall not be required to warranty the City's provided parts or labor required for rework due to failure of the City's provided parts.

3.8. Invoicing and Payment
To ensure timely and accurate processing, all invoices submitted for services must include the following information:

- 8 Digit V#
- 7 Digit Work Order Number authorized by Fleet
- Vehicle Mileage
- Machine Hours
- Time of Service
- Vehicle license plate number
- Vehicle VIN or Serial Number

Important: Only one complete service per work order number is allowed on a single invoice. We will not accept multiple work orders listed on a single invoice. Only one work order is valid for each invoice. A duplicate work order will not be used as an accepted form of Fleet authorization for repairs. Failure to follow this procedure may result in non-compliance and invoice payment for services or parts may be revoked or delayed.

Invoices must be itemized to include:

- Labor hours and hourly rate as stated on the bid table
- Supplies
- Parts list
- Freight charges

Incomplete or incorrect invoices may result in a delayed payment or rejection of the invoice. Invoices must be submitted **within 5 business days of service completion** by email PDF. The PDF file must be named the invoice number. The City of Lubbock Fleet Contract Compliance Specialist will be the recipient of these PDF invoices. Please email invoices to fleetbilling@mylubbock.us

All payments will be made in accordance with the City's standard payment terms and procedures. Duplicate invoices will not be accepted. To avoid duplicate payments and credits, please email a monthly statement to accountspayable@mylubbock.us

3.9. City Premises
Any employee of the Company or any employee of a sub-contractor vendor must have employee identification with a badge or company uniform when on the City of Lubbock's premises. The Company must keep current Workers Compensation Insurance.

3.10. Compliance
The Contractor shall comply with all terms, conditions and requirements of this Contract, as well as all applicable federal, state and local laws and regulations. Failure to meet performance standards, including but

not limited to repeated invoice errors, incorrect labor rates, untimely repairs, use of unauthorized parts, or failure to obtain proper approvals, shall constitute non-compliance. In the event of non-compliance, the City will provide written notice to the Contractor specifying deficiencies and a responsible period to correct them.

4. Bidding

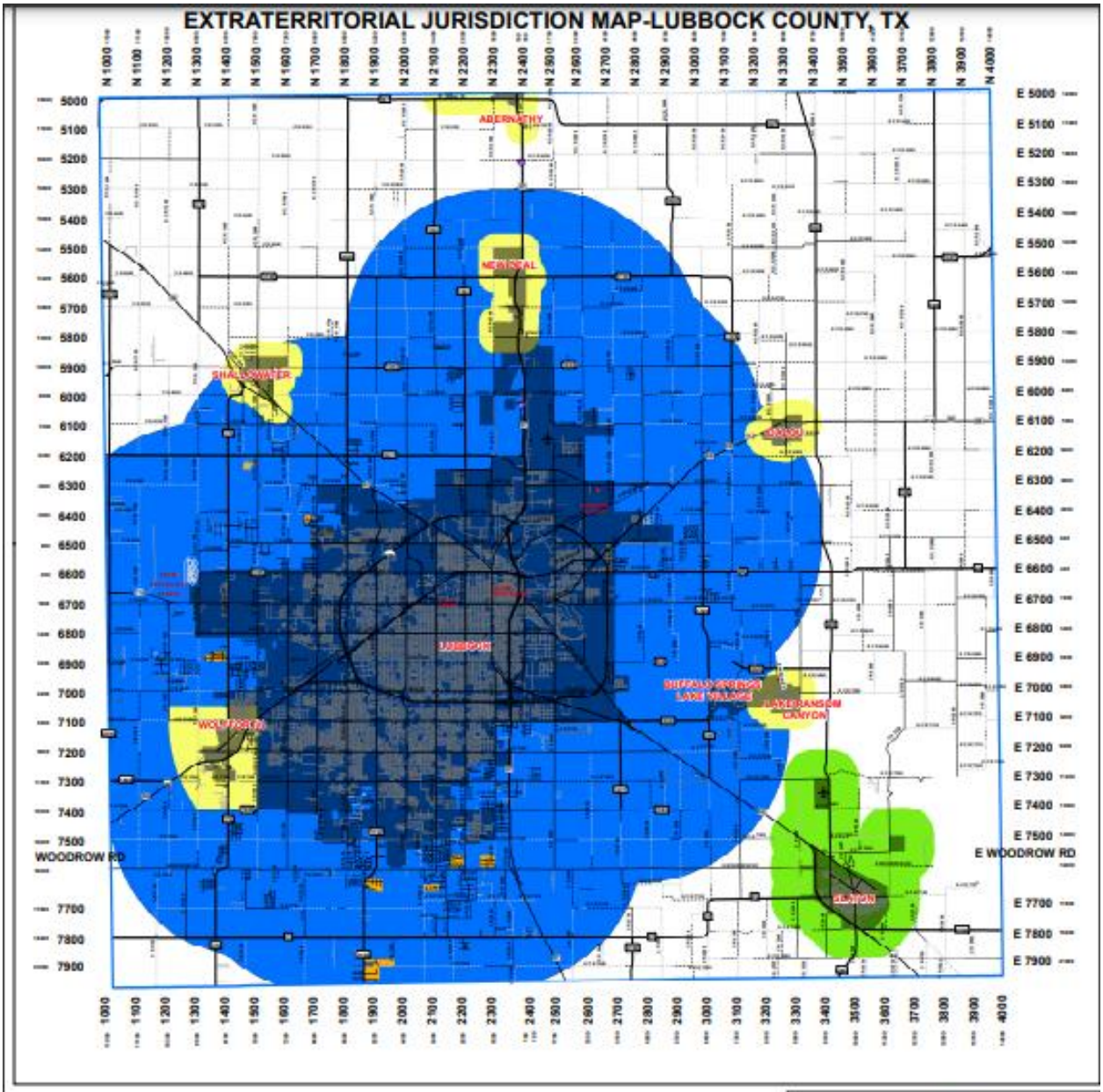
4.1. Questionnaire

A separate response additional to the bid table is required for all entries to ensure the quality level of work.

4.2. References

Vendor shall include with the bid a minimum of five (5) commercial customer references to substantiate the qualifications and experience requirements for services completed within the past 24 months.

EXTRATERRITORIAL JURISDICTION MAP-LUBBOCK COUNTY, TX



Map Created by Public Works Dept 03/04/2020

Exhibit B

City of Lubbock
ITB 26-19758-YB
Maintenance/Repair of Heavy Duty, Off-Road, Watercraft, Specialty Vehicles and Equipment
Bid Form

				Nebraskaland Tire dba McWhorter's Truck Center
			Total Cost Location	**$750.50 Lubbock, TX**
	Items	QTY (+/-)	UOM	Hourly Price
1	Category 1: Trucks Iver 19,500 GVWR Class 6-8 Including Sweeper and Trash Trucks			
#1-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	150.00
#1-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	75.00
#1-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#1-4	Service Call Fee - Per Specifications.	1	Per Call	150.00
#1-5	Mileage Fee - Per Specifications.	1	Per Mile	0.25
#1-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	40%
2	Category 2: Off Road Equipment Class Level 9			
#2-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	No Bid
#2-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#2-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#2-4	Service Call Fee - Per Specifications.	1	Per Call	No Bid
#2-5	Mileage Fee - Per Specifications.	1	Per Mile	No Bid
#2-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	No Bid
3	Category 3: Trailers Class Level 0			
#3-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	150.00
#3-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	75.00
#3-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#3-4	Service Call Fee - Per Specifications.	1	Per Call	150.00
#3-5	Mileage Fee - Per Specifications.	1	Per Mile	0.25
#3-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	40%

City of Lubbock
ITB 26-19758-YB
Maintenance/Repair of Heavy Duty, Off-Road, Watercraft, Specialty Vehicles and Equipment
Bid Form

				Nebraskaland Tire dba McWhorter's Truck Center
			Total Cost	**$750.50**
			Location	**Lubbock, TX**
	Items	QTY (+/-)	UOM	Hourly Price
4	Category 4: Forklifts			
#4-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	No Bid
#4-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#4-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#4-4	Service Call Fee - Per Specifications.	1	Per Call	No Bid
#4-5	Mileage Fee - Per Specifications.	1	Per Mile	No Bid
#4-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	No Bid
5	Category 5: Watercrafts			
#5-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	No Bid
#5-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#5-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#5-4	Service Call Fee - Per Specifications.	1	Per Call	No Bid
#5-5	Mileage Fee - Per Specifications.	1	Per Mile	No Bid
#5-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	No Bid
6	Category 6: ATV's, UTV's, Golf Carts			
#6-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	No Bid
#6-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#6-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#6-4	Service Call Fee - Per Specifications.	1	Per Call	No Bid
#6-5	Mileage Fee - Per Specifications.	1	Per Mile	No Bid
#6-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	No Bid

Exhibit C

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):

Liability Insurance	
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).)	$1,000,000 per Occurrence / $2,000,000 Aggregate **Additional Insured required* **Waiver of Subrogation required*
Automobile Liability Insurance	
Automobile Liability (Any auto, including hired, and non-owned autos)	$1,000,000 Combined Single Limit **Additional Insured required* **Waiver of Subrogation required*
Workers' Compensation Insurance	
Workers' Compensation Employer's Liability	Statutory Limit $1,000,000 per Occurrence $1,000,000 Disease – Each Employee $1,000,000 Disease – Policy Limit **Waiver of Subrogation required*
Garage Keepers Legal Liability **Care/Custody/Control**	$1,000,000 per location
Garage Liability	$2,000,000 Combined Single Limit

* 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
1314 Avenue K, Floor 9
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

City of Lubbock
Service Contract
Maintenance/Repair of Heavy Duty,
Off-Road, Watercraft, Specialty
Vehicles and Equipment

This Service Contract No. 19901 ("Contract"), is entered into this _____ day of_____, 2026 ("Effective Date"), by and between the City of Lubbock ("City"), a Texas home rule municipality, and Cummins Southern Plains, LLC dba Cummins Sales and Service ("Contractor"), acting by and through its duly authorized representative. City and Contractor may be each individually referred to herein as a "party" and collectively as the "parties."

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised ITB 26-19758-YB for bids for Maintenance/Repair of Heavy Duty, Off-Road, Watercraft, Specialty Vehicles and Equipment 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 Maintenance/Repair of Heavy Duty, Off-Road, Watercraft, Specialty Vehicles and Equipment.

NOW, THEREFORE, for and in consideration of the mutual agreement contained herein, the City and Contractor hereby covenant and agree as follows:

City and Contractor acknowledge the Agreement documents shall include the following:

1. This Contract
2. Exhibit A – City's Specifications ITB No. 26-19758-YB
3. Exhibit B – Contractor's Bid
4. Exhibit C – Insurance Requirements

Exhibits A, B, and C, which are attached hereto and incorporated herein, are made a part of this Contract for all purposes. In the event of any conflict between the terms and conditions of Exhibits A, B, or C and the terms and conditions set forth in the body of this Contract, the terms and conditions of this Contract 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.

Scope of Services

Contractor shall perform the services to be performed hereunder as more specifically described within Exhibit A – City's Specifications ITB No. 26-19758-YB, on an as-needed basis. The City does not guarantee any specific amount of compensation, volume, or minimum number of services ordered under this Contract. City will not be liable for any additional expenses of Contractor not specified by the Contract, unless City first approves such expenses in writing.

1. This Contract shall be for an initial term of one (1) year, with the option of four (4), one (1) year extensions, with said date of the initial term beginning upon the Effective Date. This Contract will renew automatically for the additional terms, unless either party gives thirty (30) days prior written notice to terminate the Contract. City or Contractor may terminate this Contract at any time and for any reason upon providing the other party with thirty (30) days written notice of termination.

2. Contractor agrees to maintain the required insurance coverage during the term of this Contract, including any extensions. Contractor further agrees to ensure that valid insurance is on file with the City's Purchasing and Contract Management Department as required by this Contract or the Contract may be terminated for non-compliance.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

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.

10. 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.

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.

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.

13. No amendment or modification of the terms of this Contract shall be binding upon the parties unless reduced to writing and signed by both parties.

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 herein shall survive the expiration or termination of this Contract.

-----INTENTIONALLY LEFT BLANK-----

Docusign Envelope ID: 077EA224-ABA4-8686-80ED-62D19AD2B0BA

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:
Dominic Esperat
5AE4E20DF00D449...

Dominic Esperat
Director of Fleet Operations

APPROVED AS TO FORM:

Signed by:
Rachael Blansett
F333E6969DC0452...

Rachael Blansett
Assistant City Attorney

CONTRACTOR

BY: Signed by: Lauren Stanislav 349A2A0B776243B...
Authorized Representative

Lauren Stanislav
Print Name

1210 S Grandview Avenue
Address

Odessa, TX 79761
City, State, Zip Code

City of Lubbock, TX
ITB 26-19758-YB
Maintenance/Repair of Heavy Duty, Off-Road,
Watercraft, Specialty Vehicles and Equipment

Specifications

Intent:

The City of Lubbock seeks bids for secondary contract to provide preventative maintenance and repairs to heavy duty vehicles, equipment class 6 or higher and watercraft vessels. The intent of this Invitation for Bid (hereinafter referred to as ITB) is to solicit qualified vendors to enter a contract with the City of Lubbock (hereinafter referred to as The City).

To ensure adequate coverage across multiple locations within and outside Lubbock city limits, the City may award contracts to multiple vendors if it is determined to be in the City's best interest. Worksite locations include, but are not limited to, Muleshoe, Wilson, and Lake Alan Henry.

Scope of Work

1. Definitions

OEM- Original Equipment Manufacturer

V#- Vehicle Number

PTO-Power Take-Off

2. Service Description

The awarded vendor shall furnish and supply all insurance, labor, personnel, service, supervision, administration, documentation, reports, management, equipment, tools and materials necessary to provided preventative maintenance and repairs services. All services shall be provided on an "as needed/ requested basis" to the City. The City does not guarantee any quantities and services to be purchased under this contract.

In addition to the Scope of Work shall include, but not be limited to the following:

- Air Conditioning, Heating & Ventilation System
- Axels
- Brakes, Hubs & Bearings
- Steering
- Suspension
- Drive Shafts
- Automatic Transmissions
- Charging Systems
- Ignition Systems
- Light and Electrical
- Engines
- Exhaust Systems
- Fuel Systems
- PTO

- Buckets/Booms
- Def Systems
- Propeller Repairs
- Anodes

Repair of other specialized fleet equipment not listed in this section may also be requested as needed. All offers must be open to inspection of location prior to and during contract period by the City of Lubbock. The Contractor shall be responsible for making general body and required mechanical repairs related to accidents and vandalism to the City's owned or maintained vehicles or equipment.

The City of Lubbock reserves the right to award to multiple bids as deemed necessary by the City. The Contractor agrees that the City has made no representation, guaranty, or commitment that the City will purchase any minimum quantity of products under this Contract. The Contractor further agrees that any inventories, residual or otherwise, which the Contractor may establish or which may otherwise arise from the Contractor's performance under this Contract, shall be at the sole risk and responsibility of the Contractor.

2.1. Category 1-Trucks
Vehicle Class 6, 7, 8: Aerial Trucks, Trash Trucks, Firetrucks, Water Trucks etc.

2.2. Category 2-Off-Road Equipment
Vehicle Class 9: Tractors, Backhoes, Loaders, Excavators, Dozers, Graders, Scrapers, Cranes, etc.

2.3. Category 3-Trailers
Vehicle Class 0: Utility, Pipe, Hay, Equipment, Crew, Cargo, Dump etc.

2.4. Category 4-Forklifts
Clark, Hyster, Cat, Daewoo, Case, Hi-lift, Princeton etc.

2.5. Category 5-Watercrafts
Boats, Aquatic Harvester

2.6. Category 6-ATV'S, UTV'S, Golf Carts
ATV'S, UTV'S, Golf Carts

3. Operations

3.1. Hours of Operations
Business hours must be available between 7:00AM and 4:30PM Monday through Friday. Excluding City Holidays. Company must provide secure shelter (locked fence) for City vehicles.

3.2. Approval Procedures
Estimates must be submitted to Fleet Services within 24-hour period of request. All estimates shall be at no charge to the City.

Approval for maintenance and repairs on all vehicles shall be as follows:

Repairs up to $1,000 shall be verbally approved by an authorized Fleet Services designee. Repairs from $1,000 to $2,500 must have written approval from an authorized Fleet Services designee. Repairs over $2,500 must have written approval from an authorized Fleet Services designated representative and Director of Fleet Services. Written estimates must be itemized and include an estimated time for completion.

3.2.1. Work Orders

All services and parts orders must be authorized with a City of Lubbock Fleet Representative. A valid 7 digit work order number will be issued out by a City of Lubbock Fleet Representative and is required for any city employee to obtain service. (“The Company”) agrees to prohibit work without a corresponding, pre-approved work order number. It is the responsibility of the city employee to present the work order at the time of service or service scheduled date.

If any repairs are completed without proper authorization, the Vendor will not be reimbursed for any services, repairs, maintenance, parts, or supplies.

3.3. Labor Guide

Vendor is required to provide the name of the current Labor Guide software and version used to provide repair costs with the Bid Form. The City of Lubbock reserves the right to audit the labor hours charged to each job and all overcharges will be brought to the attention of the vendor. The Vendor shall issue a credit for the overcharge amount within 5 business days and the credit shall reference the City of Lubbock's vehicle identification number and work order number. If the program is proprietary, Vendor shall grant access to the City of Lubbock's Fleet Services Department for audit purposes.

3.4. Repeat Repairs

All repairs shall be warranted for a period of 12 months.

The vendor will be responsible for correcting all previous repairs performed by the vendor that were incorrectly repaired or the repair failed to correct the reported deficiency. The vendor will be responsible for the total cost of the repair including any replacement parts.

In the event of a Repeat Repair, the vendor shall open a new vendor work order. The new vendor work order must indicate on the work order "repeat" or "return" work. Copies of the original City and vendor work orders and any applicable invoices shall be attached to the new work order.

3.5. Pick-up and Drop-off Service

The bidder's bid may include, but not required, a separate price for pick-up, and on-site repairs of City vehicles. The bidder must indicate on the Bid Form the additional charge per mile, if any, for this pick -up and drop-off service and base price for on-site repairs. The City reserves the right to use this service as needed. Vehicles must be picked up by City personnel or delivered to a City location within 24-hours after the vehicle has been repaired.

3.5.1. Vehicle Pick-Up

The Company is responsible for any damages to the vehicle or equipment while in the Company's control. The Company must obtain the proper insurance requirements and minimum amounts for towing services for pick-up services.

The bidder must indicate on the Bid Form the additional charge per mile, if any, for this pick -up and on-site services.

3.6. Priority Repairs

Emergency first responders which include Lubbock Police Department, and Lubbock Fire Rescue must be given priority on any services required.

3.7. Parts and Supplies

The Company must use their own OEM approved parts and/or supplies in completing all repairs. The City is not obligated to supply parts or supplies to the Company. All furnished parts must be OEM, OEM equivalent new, or OEM equivalent re-cycled parts. The Company's invoice must include charges for all

parts, supplies, and services used in making repairs. The Company must return all parts that were removed and replaced during the repair of the vehicle or equipment upon completion of the repair(s) and the parts must accompany the vehicle or equipment. The Company is responsible for all core returns and credits.

The City, at its option, may elect to provide required repair parts to Contractor. In such case, Contractor shall not be required to warranty the City's provided parts or labor required for rework due to failure of the City's provided parts.

3.8. Invoicing and Payment
To ensure timely and accurate processing, all invoices submitted for services must include the following information:

- 8 Digit V#
- 7 Digit Work Order Number authorized by Fleet
- Vehicle Mileage
- Machine Hours
- Time of Service
- Vehicle license plate number
- Vehicle VIN or Serial Number

Important: Only one complete service per work order number is allowed on a single invoice. We will not accept multiple work orders listed on a single invoice. Only one work order is valid for each invoice. A duplicate work order will not be used as an accepted form of Fleet authorization for repairs. Failure to follow this procedure may result in non-compliance and invoice payment for services or parts may be revoked or delayed.

Invoices must be itemized to include:

- Labor hours and hourly rate as stated on the bid table
- Supplies
- Parts list
- Freight charges

Incomplete or incorrect invoices may result in a delayed payment or rejection of the invoice. Invoices must be submitted **within 5 business days of service completion** by email PDF. The PDF file must be named the invoice number. The City of Lubbock Fleet Contract Compliance Specialist will be the recipient of these PDF invoices. Please email invoices to fleetbilling@mylubbock.us

All payments will be made in accordance with the City's standard payment terms and procedures. Duplicate invoices will not be accepted. To avoid duplicate payments and credits, please email a monthly statement to accountspayable@mylubbock.us

3.9. City Premises
Any employee of the Company or any employee of a sub-contractor vendor must have employee identification with a badge or company uniform when on the City of Lubbock's premises. The Company must keep current Workers Compensation Insurance.

3.10. Compliance
The Contractor shall comply with all terms, conditions and requirements of this Contract, as well as all applicable federal, state and local laws and regulations. Failure to meet performance standards, including but

not limited to repeated invoice errors, incorrect labor rates, untimely repairs, use of unauthorized parts, or failure to obtain proper approvals, shall constitute non-compliance. In the event of non-compliance, the City will provide written notice to the Contractor specifying deficiencies and a responsible period to correct them.

4. Bidding

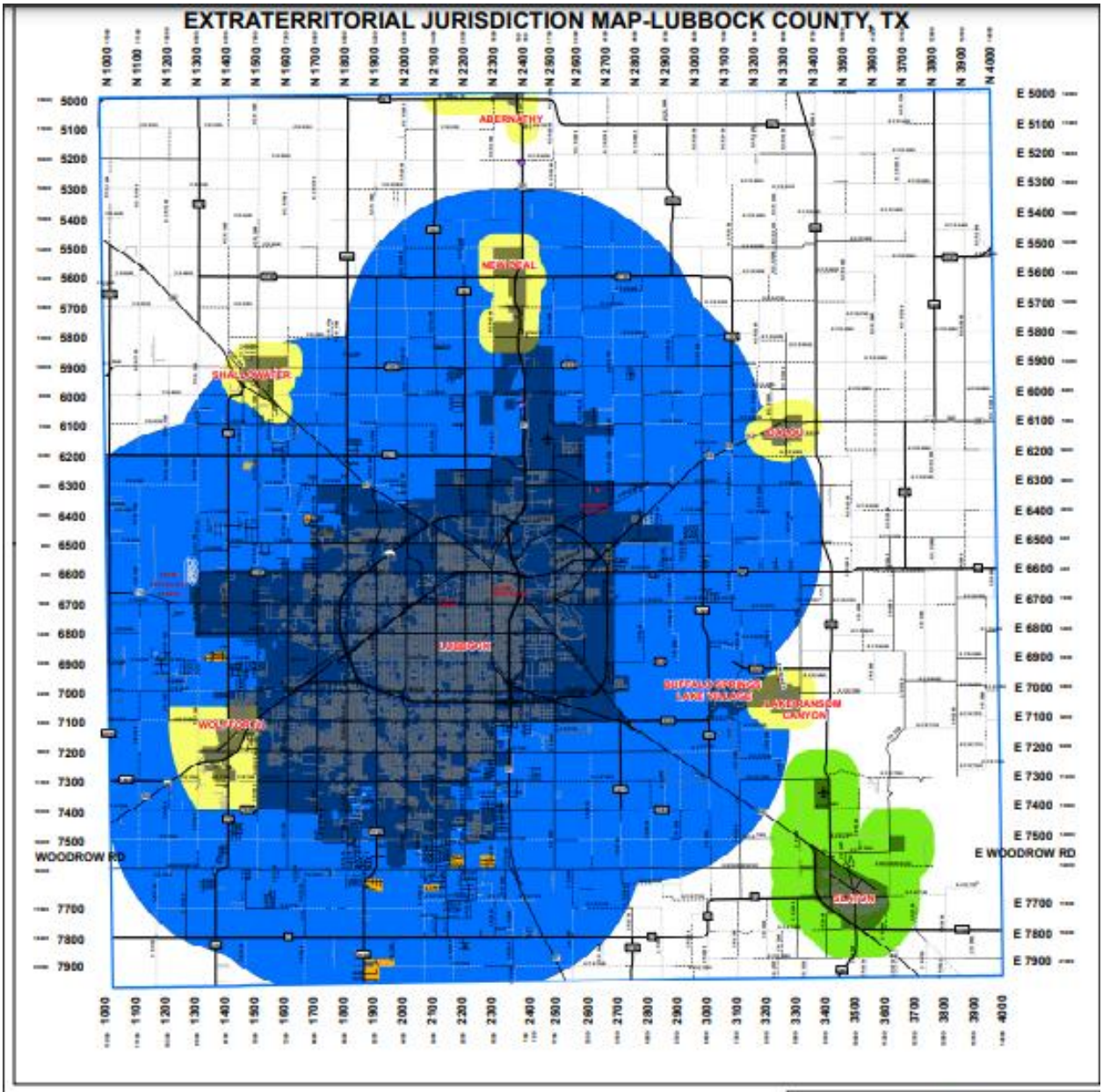
4.1. Questionnaire

A separate response additional to the bid table is required for all entries to ensure the quality level of work.

4.2. References

Vendor shall include with the bid a minimum of five (5) commercial customer references to substantiate the qualifications and experience requirements for services completed within the past 24 months.

EXTRATERRITORIAL JURISDICTION MAP-LUBBOCK COUNTY, TX



Map Created by Public Works Dept 03/04/2020

Exhibit B

City of Lubbock
ITB 26-19758-YB
Maintenance/Repair of Heavy Duty, Off-Road, Watercraft, Specialty Vehicles and Equipment
Bid Form

				Cummins Southern Plains, LLC dba Cummins Sales and Service
			Total Cost Location	**$1,200.20 Odessa, TX**
	Items	QTY (+/-)	UOM	Hourly Price
1	Category 1: Trucks Over 19,500 GVWR Class 6-8 Including Sweeper and Trash Trucks			
#1-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	231.20
#1-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	500.00
#1-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#1-4	Service Call Fee - Per Specifications.	1	Per Call	0 .00
#1-5	Mileage Fee - Per Specifications.	1	Per Mile	2.20
#1-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	-10%
2	Category 2: Off Road Equipment Class Level 9			
#2-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	231.20
#2-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#2-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#2-4	Service Call Fee - Per Specifications.	1	Per Call	0 .00
#2-5	Mileage Fee - Per Specifications.	1	Per Mile	2.20
#2-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	-10%
3	Category 3: Trailers Class Level 0			
#3-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	No Bid
#3-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#3-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#3-4	Service Call Fee - Per Specifications.	1	Per Call	No Bid
#3-5	Mileage Fee - Per Specifications.	1	Per Mile	No Bid
#3-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	No Bid

City of Lubbock
ITB 26-19758-YB
Maintenance/Repair of Heavy Duty, Off-Road, Watercraft, Specialty Vehicles and Equipment
Bid Form

				Cummins Sourthern Plains, LLC dba Cummins Sales and Service
			Total Cost Location	**$1,200.20 Odessa, TX**
	Items	QTY (+/-)	UOM	Hourly Price
4	Category 4: Forklifts			
#4-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	231.20
#4-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#4-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#4-4	Service Call Fee - Per Specifications.	1	Per Call	0 .00
#4-5	Mileage Fee - Per Specifications.	1	Per Mile	2.20
#4-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	-10%
5	Category 5: Watercrafts			
#5-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	No Bid
#5-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#5-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#5-4	Service Call Fee - Per Specifications.	1	Per Call	No Bid
#5-5	Mileage Fee - Per Specifications.	1	Per Mile	No Bid
#5-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	No Bid
6	Category 6: ATV's UTV;s, Golf Carts			
#6-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly	No Bid
#6-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid
#6-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	No Bid
#6-4	Service Call Fee - Per Specifications.	1	Per Call	No Bid
#6-5	Mileage Fee - Per Specifications.	1	Per Mile	No Bid
#6-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	No Bid

Exhibit C

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):

Liability Insurance	
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).)	$1,000,000 per Occurrence / $2,000,000 Aggregate **Additional Insured required* **Waiver of Subrogation required*
Automobile Liability Insurance	
Automobile Liability (Any auto, including hired, and non-owned autos)	$1,000,000 Combined Single Limit **Additional Insured required* **Waiver of Subrogation required*
Workers' Compensation Insurance	
Workers' Compensation Employer's Liability	Statutory Limit $1,000,000 per Occurrence $1,000,000 Disease – Each Employee $1,000,000 Disease – Policy Limit **Waiver of Subrogation required*
Garage Keepers Legal Liability **Care/Custody/Control**	$1,000,000 per location
Garage Liability	$2,000,000 Combined Single Limit

* 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
1314 Avenue K, Floor 9
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

City of Lubbock
ITB 26-19758-YB
Maintenance/Repair of Heavy Duty, Off-Road, Watercraft, Specialty Vehicles and Equipment
Bid Tab

#	Items	QTY (+/-)	UOM	Total Cost Location	Cummins Sourthern Plains, LLC dba Cummins Sales and Service $1,200.20 Odessa, TX		KJT Diesel & Equipment Service, LLC $600.00 Lubbock, TX		*Kirby Corporation dba Stewart and Stevenson, LLC $ 641.25 Lubbock, TX		Nebraskaland Tire dba McWhorter's Tire and Service $750.50 Lubbock, TX		Siddons Martin Emergency Group, LLC $185.00 Houston, TX		Warren Power & Machinery, Inc. dba Warren Cat $209.80 Midland, TX	
					Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Category 1: Trucks Over 19,500 GVWR Class 6-8 including Sweeper and Trash Trucks															
#1-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly		231.20	231.20	150.00	150.00	185.00	185.00	150.00	150.00	185.00	185.00	No Bid	No Bid
#1-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip		500.00	500.00	No Bid	No Bid	75.00	75.00	75.00	75.00	0 .00	0 .00	No Bid	No Bid
#1-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#1-4	Service Call Fee - Per Specifications.	1	Per Call		0 .00	0 .00	No Bid	No Bid	No Bid	No Bid	150.00	150.00	0 .00	0 .00	No Bid	No Bid
#1-5	Mileage Fee - Per Specifications.	1	Per Mile		2.20	2.20	No Bid	No Bid	3.75	3.75	0.25	0.25	0 .00	0 .00	No Bid	No Bid
#1-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage		-10%	0 .00	30%	0 .00	100%	0 .00	40%	0 .00	10%	0 .00	No Bid	No Bid
2	Category 2: Off Road Equipment Class Level 9															
#2-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly		231.20	231.20	150.00	150.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	208.00	208.00
#2-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#2-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#2-4	Service Call Fee - Per Specifications.	1	Per Call		0 .00	0 .00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0 .00	0 .00
#2-5	Mileage Fee - Per Specifications.	1	Per Mile		2.20	2.20	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1.80	1.80
#2-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage		-10%	0 .00	30%	0 .00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3	Category 3: Trailers Class Level 0															
#3-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly		No Bid	No Bid	No Bid	No Bid	185.00	185.00	150.00	150.00	No Bid	No Bid	No Bid	No Bid
#3-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	75.00	75.00	No Bid	No Bid	No Bid	No Bid
#3-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#3-4	Service Call Fee - Per Specifications.	1	Per Call		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	150.00	150.00	No Bid	No Bid	No Bid	No Bid
#3-5	Mileage Fee - Per Specifications.	1	Per Mile		No Bid	No Bid	No Bid	No Bid	3.75	3.75	0.25	0.25	No Bid	No Bid	No Bid	No Bid
#3-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	40%	0 .00	No Bid	No Bid	No Bid	No Bid
4	Category 4: Forklifts															
#4-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly		231.20	231.20	150.00	150.00	185.00	185.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#4-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#4-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#4-4	Service Call Fee - Per Specifications.	1	Per Call		0 .00	0 .00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#4-5	Mileage Fee - Per Specifications.	1	Per Mile		2.20	2.20	No Bid	No Bid	3.75	3.75	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#4-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage		-10%	0 .00	30%	0 .00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
5	Category 5: Watercrafts															
#5-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#5-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#5-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#5-4	Service Call Fee - Per Specifications.	1	Per Call		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#5-5	Mileage Fee - Per Specifications.	1	Per Mile		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#5-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
6	Category 6: ATV's, UTV's, Golf Carts															
#6-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications.	1	Hourly		No Bid	No Bid	150.00	150.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#6-2	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#6-3	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#6-4	Service Call Fee - Per Specifications.	1	Per Call		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#6-5	Mileage Fee - Per Specifications.	1	Per Mile		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#6-6	% Markup Above/ Below Parts - Per Specifications.	0	Percentage		No Bid	No Bid	30%	0 .00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

***Kirby Corporation dba Stewart and Stevenson, LLC - Non Responsive**

Purchasing and Contract Management

Project Summary

ITB 26-19758-YB
Maintenance/Repair of Heavy Duty, Off-Road,
Watercraft, Specialty Vehicles and Equipment

Notice was published in the Lubbock Avalanche Journal on July 22 & July 29, 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 July 22 to August 11, 2026.
26 vendors downloaded the documents using Bonfire.com.
13 vendors were notified separately.
6 vendors submitted bids.

AI# 14640
Regular City Council Meeting 5. 28.
11/03/2026:

Information

Agenda Item

Resolution - City Secretary: Consider a resolution authorizing the Mayor to execute a Master Services Agreement, Service Contract 20148, with MCCi, LLC, for upgrades to the Laserfiche Document Management System.

Item Summary

This service agreement with MCCi, LLC, provides for an upgrade to the existing Laserfiche Document Management System for the City of Lubbock, transitioning from the current Rio package to the Laserfiche Business Subscription.

The upgrade will enhance the system's functionality for both internal users and members of the public accessing the public portal, which provides access to documents such as ordinances, resolutions, and City Council minutes.

It will also provide access to Laserfiche Smart Fields, a software feature designed to improve efficiency in document filing and retrieval within the City's document repository.

Additionally, the upgrade will help prevent system obsolescence, as the current Rio package is expected to become obsolete within the next 5 years.

Funding for this project was approved as part of the FY 2026-27 Operating Budget and Capital Program and allocated to Capital Project 8665. The approved funding includes the FY 2026-27 annual maintenance cost for the Laserfiche system.

Beginning in FY 2027-28, the annual maintenance cost is estimated to be $130,848.50 and will be incorporated into the Information Technology Department's annual budget, consistent with prior years.

Fiscal Impact

The cost of the upgrade is $87,174.74, and is funded in Capital Improvement Project 8655 of the City Secretary's FY 2026-27 Operating Budget.

This price includes a one-time discount of $43,312.40 that will be applied if the upgrade is purchased before the end of calendar year 2026.

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

Resolution - MCCi MSA 20148
Agreement - MSA 20148 with MCCi

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 Master Services Agreement, Service Contract No. 20148, for upgrades to the Laserfiche Document Management System, by and between the City of Lubbock and MCCi, LLC, a Florida limited liability company, and related documents. Said Agreement is attached hereto as *Exhibit A* and incorporated herein as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Courtney Paz, City Secretary

APPROVED AS TO FORM:

_____
Matt Wade, City Attorney

ccdocs II/RES.MCCi MSA Contract No. 20148 - Laserfiche
October 27, 2026

Docusign Envelope ID: 111C8A59-3C8A-8719-8339-016292C94034

MASTER SERVICES AGREEMENT NO. 20148

This Master Services Agreement No. 20148 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**". This Agreement is entered into under, and the terms and conditions of, Texas Department of Information Resources Contract No. DIR-CPO-5332 between the State of Texas, acting by and through the Department of Information Resources, and MCCi, LLC (the "DIR Contract") are incorporated herein by reference and made a part of this Agreement. Client is purchasing hereunder as an eligible DIR customer. In the event of a conflict between the DIR Contract and this Agreement or any Order, the DIR Contract shall govern and control, except that the pricing, scope of Services, and Deliverables set forth in the applicable Order shall govern as to the goods and services ordered thereunder.

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "Company" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of the applicable Order shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the appliable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. The Client acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

3. Invoicing and Payment

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

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To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

Payments for recurring software maintenance support, subscriptions and/or other service packages (**"Recurring Services" or "Annual Services"**) are non-refundable.

4. Term and Termination

This Agreement will commence on the Effective Date and will run coterminous with the term of the DIR Contract. The DIR Contract commenced on May 8, 2024, with a current term expiring May 8, 2028, which may be extended by renewal to a final expiration of May 8, 2030. This Agreement shall remain in full force and effect through the then-current term of the original Order and will continue for one (1) year periods until the final expiration date referenced above, unless terminated by either Party as set forth below. Notwithstanding the foregoing, if at any point an Order, Recurring Services, or similar underlying work document be active, then the terms of this Agreement shall govern the Order or similar underlying work document until termination or expiration of the same. Termination of this Agreement or any Order hereunder may occur upon any of the following:

(a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; provided, however, that termination or cancellation of any third-party Recurring Services procured under an Order shall be governed by the cancellation/notification terms set forth in the applicable EULA or then current third-party policies, which may require a different notice period; or

(b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or

(c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event"),** unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or

(d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation.

Notwithstanding anything to the contrary, despite expiration, non-renewal, or termination of this Agreement, unless the Parties have executed a master agreement that supersedes this Agreement, if at any time there is any active Order, or Company is providing any services to Client, the terms of this Agreement will continue to apply to the applicable Order or services.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

6. Company Personnel

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

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7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Data Privacy

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

9. Confidential Information

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter. Notwithstanding anything herein to the contrary, the Company understands that the Client and this Agreement are subject to the provisions of the Texas Public Information Act found in Chapter 552 of the Texas Government Code (the "Act"). To the extent that there is a conflict between any provision of the Act and this Agreement, the Act shall control. Additionally, the Client, by complying with the provisions of the Act, shall be deemed to be in compliance with Client's responsibilities found in this Section 9.

10. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client

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having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information.

11. Warranty

(a) General Representation and Warranty.

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

(b) Services Warranty.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

(c) General Warranty.

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

(a) Indemnification.

To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") for bodily injury or tangible property damage arising out of Company's performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party's option, and Company's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Indemnification Procedure.

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client's rights, including, without limitation, those in its intellectual property); and (iii) at Company's cost, all reasonable assistance.

(c) Limitation of Liability.

Except for a breach of intellectual property rights, a third party's end user and/or terms of use agreement, and to the extent caused by the applicable Party:

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TO THE EXTENT ALLOWABLE BY STATE LAW APPLICABLE TO CLIENT:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS; (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. UNLESS PROVIDED OTHERWISE IN AN ORDER, THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES EXECUTED SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN THE WARRANTY AND INDEMNIFICATION AND LIMITATION OF LIABILITY SECTIONS HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and $1,000,000 employers' liability
- Comprehensive General Liability: $2,000,000 per occurrence and $4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: $1,000,000 per occurrence and $3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: $3,000,000 in the aggregate

Company will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to Company	If to Client:
MCCi, LLC	City of Lubbock
3717 Apalachee Parkway	1314 Avenue K
Suite 201	Lubbock, TX 79401
Tallahassee, FL 32311	Attn: Courtney Paz
Attn: Legal Department	Email: cpaz@mylubbock.us
Email: legal@mccinnovations.com	

15. Miscellaneous

(a) EULA (End User License Agreement) Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements (**"EULA"**). This applies, without limitation, to MCCi affiliate licensed software regardless of the means of provision. Except for a Company Affiliate providing the foregoing, Company shall not be responsible for such products except related services provided directly by Company. Client shall be responsible for timely notification to Company for cancellation of any third-party products or services in accordance with the third-party's applicable EULA, product-specific terms outlined in the relevant Order, addendum, or then current policy. Client shall remain liable for any fees, penalties, or obligations

(b) Use of Open-Source Code.

Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "**Open Source**" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes,

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but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.
Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

(d) Company Software Configuration Services.
Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

(e) Compliance with Laws.
To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.
To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.
To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Boycotts.
Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

(i) E-Verify
Company uses E-Verify to verify the work authorization of all newly hired employees.

(j) Force Majeure.
If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "**Force Majeure**" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(k) Audit Rights.
With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

(l) Assignment.
Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(m) Modification.
This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(n) Provisions Severable.
If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(o) Dispute Resolution.
Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. The Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to non-binding mediation prior to exercising any other rights under law. Each party shall be responsible for and bear their own costs incurred for attending and participating in mediation including, without limitation, that party's travel expenses, attorneys' fees and experts/consultants' fees and neither party shall be responsible for such expenses of the other party. Each party shall share equally and be responsible for fifty percent (50%) of the mediator's total fee. If the parties are unable to resolve such dispute through mediation within ninety (90) days of the initiation of mediation, either party may exercise

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any right or remedy available to it by law, contract, equity or otherwise, including without limitation, the right to terminate this Agreement without additional notice and/or the right to seek any and all forms of relief in a court of competent jurisdiction.

(p) Interpretation.
The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(q) Publicity.
Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in this Agreement.

(r) Entire Agreement.
This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(s) Counterparts.
This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(t) Governing Law.
This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(u) Survival.
Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Data Privacy), 9 (Confidential Information), 10 (Intellectual Property), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

(v) No Class Actions.
NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(w) Limitation Period.
Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC

Signed: Signed by: Mohammad Khan DD2235C2E3BA48C... ___

Name: Mohammad Khan

Title: CFO

Date: 10/21/2026

CITY OF LUBBOCK ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

1314 AVENUE K
LUBBOCK, TX 79401

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ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 20148

LASERFICHE PLATFORM CHANGE ORDER

Pursuant to Master Services Agreement No. 20148 ("**Agreement**"):

This Order, designated as Addendum No. 1, is entered into as of _____, ("**Order Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Order, the Order will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC	**CITY OF LUBBOCK ("Client")**
Signed: Signed by: Mohammad Khan DD2235C2E3BA48C...	Signed: _____
Name: Mohammad Khan	Name: _____
Title: CFO	Title: _____
Date: 10/21/2026	Date: _____

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PRICING: LASERFICHE

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill to: Courtney Paz
cpaz@mylubbock.us
Ship to: Courtney Paz
cpaz@mylubbock.us
cc AP Contact: AccountsPayable@mylubbock.us

Client Name: City of Lubbock
Client Address: PO Box 2000, Lubbock, TX 79457
Quote Number: 44147
Order Type: Platform Change
Quote Date: September 25, 2026

Product Description:	*Qty.*	*Unit Cost*	*BuyBoard #716-23*	*Annual Total*
LASERFICHE ANNUAL SUBSCRIPTION - BASIC				
☑ Laserfiche Business User Subscription (100-199 Users)	164	$695.00	$660.25	$108,281.00
☑ Laserfiche Records Management Subscription	1	Included*	Included*	Included*
☑ Laserfiche Public Portal Subscription for Unlimited Laserfiche Servers	1	Included*	Included*	Included*
☑ Laserfiche Quick Fields Complete with Agent Subscription (10-Pack)	1	Included*	Included*	Included*
☑ Laserfiche Advanced Audit Trail Subscription	1	Included*	Included*	Included*
☑ Laserfiche Forms Portal Subscription	1	Included*	Included*	Included*
☑ Laserfiche SDK Subscription	1	Included*	Included*	Included*
☑ Laserfiche Sandbox Subscription	1	Included*	Included*	Included*
☑ Laserfiche Integration with DocuSign Subscription	1	Included*	Included*	Included*
☑ Up to 10,000 Smart Fields Per Year	1	Included*	Included*	Included*
Laserfiche Annual Recurring Subscription Subtotal				***$108,281.00***
MCCi ANNUAL SUBSCRIPTION				
☑ Laserfiche PowerPack 2 by MCCi Subscription Requires dedicated Full Named User.	1	$1,500.00	$1,425.00	$1,425.00
MCCi Annual Recurring Subscription Subtotal				***$1,425.00***
MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION				
☑ MCCi Process Administration Support Services for Laserfiche (MPASS) *Client needs are estimated based on the current components provided herein: up to 45 hours that will expire at the end of your renewal term.*	1	$8,505.00	$8,505.00	$8,505.00
☑ MCCi Learning Management System (LMS) for Laserfiche Subscription (100-199 Users)	1	$5,180.00	$5,180.00	$5,180.00
☑ MCCi SLA for Laserfiche (125-249 Users)	1	$7,850.00	$7,457.50	$7,457.50

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MCCi Supplemental Support Services Annual Recurring Subscription Subtotal	***$21,142.50***

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION	***$130,848.50***

Service Description:	*Qty.*	*Unit Cost*	*BuyBoard #716-23*	*Total*
MCCi SERVICE PACKAGES				
☑ Laserfiche Licensing Platform and Version Upgrade Package	1	$5,625.00	$5,343.75	$5,343.75
☑ Laserfiche PowerPack by MCCi Installation and Configuration Package	1	$1,350.00	$1,282.50	$1,282.50
☑ Implementation Management	1	$3,825.00	$3,633.75	$3,633.75
Service Packages Subtotal				***$10,260.00***
☑ ***Service Level Agreement Client Discount***	1	($540.00)		($540.00)

GRAND TOTAL - ONE-TIME SERVICES	***$9,720.00***

EXISTING MCCI SUPPORT/SUBSCRIPTION CREDIT		
☑ MCCi SLA for Laserfiche (125-249 Users)	-1	
☑ MCCi Learning Management System (LMS) for Laserfiche On-Premise (100-199 Users)	-1	
☑ OCR Scheduler for Laserfiche	-1	
☑ MCCi Process Administration Support Services for Laserfiche (MPASS)	-1	
☑ MCCi Supplemental Support/Subscription Services Credit Proration	1	
Existing MCCi Supplemental Support/Subscription Credit Total		***($4,901.36)***

GRAND TOTAL - ESTIMATED EXISTING SUPPORT CREDIT	***($4,901.36)***

☑ ***Partner Honored One-Time Discount - 2026SSUB*** *Client acknowledges the Estimated Recurring Annual Subscription cost for year 2, and commits to renewing at that rate, unless client is a government agency and a non-appropriation event prevents the allocation of funds.*	($43,312.40)
☑ ***MCCi One-Time Discount for first year of LMS***	($5,180.00)
TOTAL LASERFICHE PROJECT COST	***$87,174.74***
****ESTIMATED RECURRING ANNUAL SUBSCRIPTION - YEAR 2**	***$130,848.50***

**Products shown as "Included" will be implemented and configured ONLY if the applicable MCCi Service Package(s) is included in this order, or product(s) can be implemented and configured at a later date with the purchase of the applicable service package(s).*

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All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

Client acknowledges that approval of this platform change will cause a new annual support period. Concurrently, this will result in the cancellation and removal of all products listed on Appendix A upon expiration of their current support period. Any co-termed products not included in Appendix A will remain on the previous renewal agreement and support period.

**ESTIMATED RECURRING ANNUAL SUBSCRIPTION - YEAR 2

Laserfiche has announced pricing increases across all product lines, effective October 1st. Therefore, MCCi has provided a Recurring Services estimated renewal amount for year two. Please see additional language below for Recurring Services.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal. Recurring Services portion of this Order and/or applicable Addendum will renew upon payment of annual renewal invoice.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise. All Services pricing assumes the Client will grant MCCi **secure unattended access.**

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PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ **Initial Sale:** Upon delivery of software or activation of the subscription ▪ **Annual Renewal:** 75 days in advance of expiration date
Service Packages	50% of the total upon receipt of Order, remaining 50% of total upon project completion and Client acceptance.

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.. Once payment has been received, no refunds for Recurring Services are available.

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SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi's Managed Support Services (MMSS) or Process Administration Support Services (MPASS & MPASS2) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal. MMSS pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. MPASS and MPASS2 pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%.

LASERFICHE

Description	Definition	MCCi's Managed Support Services	MCCi's Process Administration Services	
		MMSS	MPASS	MPASS2
Remote access support through web conferencing service	Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.	✔	✔	✔
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	Priority offering of complimentary Laserfiche certifications and Laserfiche Empower registration, based on availability.	✔	✔	✔
AI - Smart Fields	MCCi will provide recommendations to extract, summarize, or analyze information in a document and store the resulting value in a field. Template and field creation with Ai prompting. *Subscription Licensing Required*	✔	✔	✔
Additional Remote Basic Training	Additional web-based training is conducted to train new users or as refresher training for existing users.	✔	✔	✔
Basic Records Management Module Overview Training	MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.	✔	✔	✔
Assistance with Implementation of Version Updates	While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of Supplemental Support, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Team.	✔	✔	✔
Additional System Settings Consultation	MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.	✔	✔	✔
Annual Review (upon Client's request) of Administration Settings	MCCi will access Client's system to review how Client's organization uses the solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.	✔	✔	✔
Configuration and maintenance of *basic* business processes and MCCi packaged solution utilizing	Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of basic business processes. A basic business process requires minimal configuration and virtually no	✔	✔	✔

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Laserfiche Forms and Workflow	institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process. Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups. MCCi will assist with maintenance with a solution MCCi has created for a market that has a specific business process automation use.			
Configuration of Laserfiche Quick Fields sessions	Using Client's current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.	✔	✔	✔
Administration Configuration Services	MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.	✔	✔	✔
Public Portal Customization	Allows anonymous users to access a Laserfiche repository through WebLink for read-only purposes. Configuration of Basic Public Portal changes such as, Themes, Welcome Page, Navigation, Document Viewer Search Results, and Search options,	✔	✔	✔
Dedicated Certified Professional	While on MCCi's MMSS level, Client will have access to MCCi's team of Certified Support Professionals; with MPASS and MPASS2, Client will have a representative dedicated to Client's organization.		✔	✔
Proactive recurring consultation calls upon the Client's request	Upon Client's request, Client's MPASS representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.		✔	✔
Annual Review of business process configurations	MCCi will review Client's business processes to see how Client's organization uses the solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.		✔	✔
Institutional Knowledge of Client's Solution	Turnover within Client's organization can happen, and it is important to have a plan. Who will help Client's new solution administrator get up to speed on Client's processes and solutions in place? Leave that to us. MCCi documents Client's specific organization's usage and implemented business processes, integrations, etc., and can assist with the knowledge transfer to the new solution administrator if needed.			✔
Maintenance of MCCi/Client configured *complex* business processes	The assigned representative can maintain MCCi- or Client-configured complex business processes. A complex business solution is a large business process with an extensive configuration that is mission-critical to the organization. For example, minor tweaks, updates due to upgrades, process improvements, etc. can be requested. For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Account Executive.			✔
Ability to schedule after-hours upgrades	Avoid MCCi's after-hours premium charge for upgrades. MPASS2 clients can schedule these anytime Monday-Friday from 8 am to 10 pm ET and Saturday and Sunday from 12 pm to 4 pm ET.			✔
Basic JavaScript, CSS, and Calculations for Laserfiche Forms*	Excludes complex scripting and the development of new integrations, large-scale development projects, and SQL queries. Excludes maintenance of custom-built integrations, or any item not purchased from MCCi			✔

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A ***complex business solution is a large business process with an extensive configuration that is mission-critical to the organization.

Hours: MCCi allows clients to use their hours for a multitude of services, as long as a request does not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configure a new *complex* business process. In those instances, a separate SOW is required.

CLIENT RESPONSIBILITIES (All Packages)

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution.
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.

Creating/providing process diagrams (and any other necessary paperwork/examples)

MCCI'S LEARNING MANAGEMENT SYSTEM (LMS) FOR LASERFICHE*

MCCi LMS is a powerful resource to enhance your operations by viewing Laserfiche trainings and easily create custom videos tailored to your specific use cases. With MCCi LMS you'll be able to:

- Learn how to use the Laserfiche solution with ever-increasing content of training videos
- Develop training materials specific to your agency's workflows
- Streamline onboarding of new employees
- Improve knowledge sharing across your team

**The LMS subscription gate is based on Laserfiche user counts*

SERVICE LEVEL AGREEMENT (SLA)*

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support
  - Client Self-Hosted
  - Cloud Applications

**Full SLA document is available upon request*

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SERVICE PACKAGES

GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the Pricing section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a Change Order.

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible for ensuring that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software-licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring required software licensing is available.
- If the Services require MCCi to access client data, item, and/or use any third party software products provided or used, Client represents and warrants that it shall have all rights and licenses, including, without limitation those of third parties, necessary or appropriate for MCCi to access or use such data and/ or third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- MCCi may choose to utilize the third-party service Jira (https://www.atlassian.com) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Jira.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.
- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- All services will be performed Monday – Friday, 8:00 AM to 5:00 PM local time within the continental United States.

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- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through MCCi's LMS for Laserfiche.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

ON-PREM ASSUMPTIONS

- **All Services pricing assumes the Client will grant MCCi secure unattended access** to the required infrastructure for the project. Secure unattended access requires:
  - a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi.
  - connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM to 5:00 PM local time within the continental United States.
  - a Windows Domain account assigned exclusively to the assigned MCCi Project Team, with passwords provided, that has administrative access to all infrastructure being serviced for purposes of the project.
  - a Windows Domain account, and complete access to that account including the password, for the service account to be used with any installed software products. Failure to provide this access will result in a Change Order increasing the cost to Client and timeline of the project.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- Client will acquire, install, and set up TLS certificates that meet application requirements.

GENERAL TESTING DEFINITIONS

- **Alpha Testing –** Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- **Basic Deployment Testing –** Defined as testing to ensure that the crucial functions of the system are operating properly and that the deployment is stable
- **Beta Testing –** Defined as the testing performed to verify functionality and fulfillment of user requirements
- **User Acceptance Testing –** Defined as testing performed by the Client's users to verify and accept the implemented functionality or deployment

GENERAL EXCLUSIONS

- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

ON-PREM EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.

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LASERFICHE LICENSING PLATFORM AND VERSION UPGRADE PACKAGE

MCCi's Laserfiche Licensing Platform and Version Upgrade Package is designed for MCCi to switch your existing Laserfiche Licensing Platform (e.g., United, Teams, Avante, Rio) to a new Laserfiche Licensing Platform (e.g., United to Avante or Avante to Rio, etc.) on the servers that Laserfiche is currently installed on. This includes installing new modules that are included with your new licensing platform, installing, and configuring directory server, converting/migrating users from your repository to directory server if needed, and upgrading your existing Laserfiche applications to the latest version of Laserfiche.

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements

MCCi DELIVERABLES

- Perform licensing update to upgrade Client to defined platform and latest version of Laserfiche.
- Install and configure new modules in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) not currently owned by Client to not exceed: directory server, Web Client, Forms, Workflow as outlined in the Laserfiche assumptions section
- Install and configure Directory Server on the appropriate server per MCCi best practices
- Convert/migrate repository user accounts to Directory Server (some pre-requisites apply)
- Configure Laserfiche web products for Single Sign-On using LFDS authentication in one (1) environment (e.g., Test, Dev, Staging, QA, etc.)

EXCLUSIONS

MCCi is not responsible for the following:

- Migrating Laserfiche system or MS SQL to new Windows Servers
- Migrating existing Laserfiche environment/applications to new environment
- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Configuring identity providers other than native Active Directory
- Metadata Configuration

ASSUMPTIONS

- Existing SQL Server version instances meet Laserfiche requirements.
- Existing Windows Server version meets Laserfiche requirements.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- Included if applicable; Installation and Configuration of AD CS Services package, see package description for full detail.
- Laserfiche Server version 9 and Laserfiche Workflow version 9 or higher are currently installed.

LASERFICHE POWERPACK BY MCCi INSTALLATION AND CONFIGURATION PACKAGE

MCCi provides installation and configuration services to assist MCCi's Clients in quickly utilizing the benefits of the powerful features included in PowerPack.

CLIENT DELIVERABLES

- Provide IIS web server to host the Data Analytics website
- Provide SQL Server to host Data Analytics database (will be created during the initial configuration)
- Provide server/workstation to install OCR Scheduler and Data Analytics service
- Provide Laserfiche Workflow server to install and configure custom Workflow Activities
- Provide a dedicated Laserfiche named user license for PowerPack to utilize

MCCi DELIVERABLES

- Install PowerPack components on a single server (workflow custom activities will be installed on the workflow server)

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- Configure one OCR Scheduler schedule
- Install PDF and Microsoft Office iFilters
- Provide one (1) remote overview training for up to one (1) hour

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring OCR Scheduler to extract text from electronic files other than PDF and MS Office files (Tiff files will still be OCR'd)
- Running OCR on files in Laserfiche record series
- Creating workflows

ASSUMPTIONS

- PowerPack is whitelisted with Client's antivirus software.
- Client environment supports the latest Laserfiche SDK runtimes.
- Microsoft Visual C++ 2015 Update 3 is installed and configured on Client system.
- Microsoft .NET Framework 4.8 is installed and configured on Client system.
- Laserfiche Workflow 10.2 or later is installed and configured on Client system.
- Laserfiche Server 10.2 is installed and configured on Client system.

IMPLEMENTATION MANAGEMENT PACKAGE

MCCi will manage the work, communication, and documentation MCCi deems necessary for successful project delivery.

MCCi DELIVERABLES

- Manage Client communication
- Produce project documentation
- Oversee risk/issue management
- Oversee meeting scheduling
- Ensure deliverables are met
- Budgeting and Resource Management

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TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 5:00 PM local time within the continental United States.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time within the continental United States. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any intellectual property right, or end user terms of use, and/or license agreement, liability is limited to the amount of dollars received by MCCi directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

THIRD PARTY PRODUCTS

MCCi does not warrant third-party products procured on behalf of Client. If there are any product warranties provided by a third-party/manufacturer, any remedy should be requested directly from third-party and MCCi has no liability associated therewith. Clients are required to comply with third-party's terms and conditions, including any end-user license agreement, cancellation/notification requirements, acceptable use policy.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, license to use the product(s) as such product(s) is integrated into the solution purchased from MCCi and for the term of the applicable subscription(s) by Client.

- Laserfiche PowerPack and PowerPack 2 by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- MCCi ArcGIS Integration
- GoFiche Suite for Avante/Rio/Subscription

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- Common Web Service API for Laserfiche
- MCCi Community Development
- MCCi Licensing & Compliance
- MCCi Government Websites

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

FEES

Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse Company for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by Company in connection with the Services ("Order Expenses"). If relevant, and provided to Company, Company will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding Company's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse Company for the full amount of expenses invoiced.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If Company is reselling a license and/or subscription of a third-party product to Client, then Company will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to Company within 15 days of the date of the notice of such increase. Upon receipt of such notice, Company will cancel Client's license and/or subscription to the third-party licensed product.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends this Addendum, pursuant to the Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing as applicable.

SERVICE WARRANTY

Company warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the applicable subject matter, in a professional, competent, and workman-like manner.

Company's delivery of a Deliverable to Client shall constitute a representation by Company that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in this Addendum. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications,

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set forth in the hereunder, Client shall have five (5) business days after Company's submission to give written notice to Company specifying the deficiencies in reasonable detail. Company shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, Company shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

COMPANY DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT COMPANY SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN THIS ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR COMPANY, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALLY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND COMPANY'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THE MASTER SERVICES AGREEMENT. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING COMPANY WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH COMPANY IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING COMPANY TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN COMPANY. COMPANY ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND COMPANY HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS ORDER OR THE AGREEMENT, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be Company's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by Company), Client shall pay Company for all costs incurred for all evaluation, correction or other services performed by Company relating to such claim on a time and materials basis at Company's then-standard rates.

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LASERFICHE ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

LASERFICHE END USER LICENSE AGREEMENT (EULA)

By accepting this Order, Client acknowledges Laserfiche's EULA and agrees to abide by its terms and absolve MCCi of any Laserfiche product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are applicable to actively supported perpetual software and are bundled with self-hosted Subscription and Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Access to new product update versions and hotfixes
- Continued access to Client's Laserfiche solution*

** Specific to Laserfiche Cloud and Laserfiche self-hosted Subscription licensed Clients*

POLICIES

- To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.
- All software support plan subscriptions are annual, prepaid, and non-refundable
- The annual term start date for platform changes or new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf.
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date i.e., prorating for less than four months may not be permittable due to the timing of renewal invoicing.

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- **Impact of Expiration:**
  - Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
  - Perpetual software support plan: Access to the Laserfiche support website and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche.
  - Laserfiche self-hosted Subscription or Laserfiche Cloud: Access to Client's Laserfiche solution will be turned off after 30 days and Client's access to the Laserfiche support website, and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche. Laserfiche self-hosted Subscription Clients must reactivate the self-hosted Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.
- Reinstatement Fees: In order to receive uninterrupted support for self-hosted Laserfiche Software Solutions, Client must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that Client's software support plan is expired, the plan will need to be reinstated. Reinstatements can reset the annual date of the software support plan, and the cost includes one year of the software support plan in addition to the Reinstatement Fee. The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan.

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The Reinstatement Fee includes the number of days lapsed since your software support plan expired. Laserfiche Reinstatement Fee amounts and the overall policy are subject to change and will be based on Laserfiche's then-current policy at the time of occurrence.

- Client may submit a downgrade request within the first 30 days from the original purchase date or renewal invoice date less a cancellation fee equal to the greater of $150.00 or 20% of value of product(s) being cancelled.
- Products cancelled 30+ days before the renewal date will not be charged a cancellation fee.
- Products cancelled 1 – 30 days before or after the renewal date will be charged the greater of a $150 or a 20% cancellation fee based on the total annual Laserfiche subscription cost.
- Products cancelled 30+ days after the renewal date are nonrefundable.
- Subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

INTEGRATIONS

Third-party Laserfiche integrations or utilities may consume one (1) or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by Client and considered in the user licensing purchased.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to download software licenses and activations, process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

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APPENDIX A

Upon expiration of client's current support period, all of the following products will be cancelled and removed

EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT

☑	Laserfiche Rio Forms Portal	-1
☑	Laserfiche Rio Import Agent	-1
☑	Laserfiche Rio ScanConnect 10 Pack (Legacy)	-1
☑	Laserfiche Rio Quick Fields Context	-1
☑	Laserfiche Rio Records Management Edition Named Full User (100-199 Users)	-164
☑	Laserfiche Rio Connector (100-199 Users)	-164
☑	Laserfiche Rio Forms Professional (100-199 Users)	-164
☑	Laserfiche Rio Public Portal license for 2 Laserfiche Rio Servers	-1
☑	Laserfiche Rio SDK	-1

EXISTING MCCI SUPPORT/SUBSCRIPTION CREDIT

☑	MCCi SLA for Laserfiche (125-249 Users)	-1
☑	MCCi Learning Management System (LMS) for Laserfiche On-Premise (100-199 Users)	-1
☑	OCR Scheduler for Laserfiche	-1
☑	MCCi Process Administration Support Services for Laserfiche (MPASS)	-1

AI# 14687
Regular City Council Meeting **5. 29.**
11/03/2026:

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the City Manager, or his designee, authority to apply for a Defense Economic Adjustment Assistance Grant (DEAAG) in partnership with Texas Tech University, for the further development of the Reese National Security Complex.

Item Summary

The Defense Economic Adjustment Assistance Grant Program (DEAAG) is an infrastructure grant program designed to assist defense communities that are responding to or recovering from a reduction or termination of defense contracts, and those that have been positively affected with new or expanded military missions, as well as qualified job retention.

The City desires to partner with the Texas Tech University Reese National Security Complex (RNSC) to pursue DEAAG funding in the amount of Five Million Dollars ($5,000,000.00) for a closed-loop water system connected to the West Lubbock Water System Expansion project. This project is in support of the future Electromagnetic Pulse Test Site at the RNSC Campus, and it requires no match or contribution of funds by the City.

Fiscal Impact

None

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Rebecca Webb, Grant Writer

Attachments

Resolution (r) - DEAAG

RESOLUTION

WHEREAS, the City of Lubbock recognizes the importance of supporting Texas Tech University Reese National Security Complex ("TTU RNSC") (formerly Reese Air Force Base) and its defense-related research, development and testing activities that strengthen national security; and

WHEREAS, TTU RNSC serves as a key regional asset for advanced technology, research, and national security initiatives; and

WHEREAS, a future Electromagnetic Pulse ("EMP") Test Site is planned in connection with the TTU RNSC, which will require reliable and resilient supporting infrastructure; and

WHEREAS, a closed-loop water system, connected to the City's West Lubbock Water System Expansion Project, has been identified as a necessary infrastructure component to support the future EMP Test Site and related operations; and

WHEREAS, the Defense Economic Adjustment Assistance Grant ("DEAAG") program, administered by the Office of Local Defense Community Cooperation, provides funding to assist communities affected by defense activities and to support infrastructure projects that sustain or expand defense-related missions; and

WHEREAS, the City desires to partner with the TTU RNSC to pursue DEAAG funding in the amount of Five Million Dollars ($5,000,000.00) for the closed-loop water system, with no required match or contribution of funds by the City; and

WHEREAS, the City Council finds that authorizing the City Manager, or his designee, to apply for said grant, in partnership with the TTU RNSC, is in the best interest of the citizens of the City of Lubbock and will support both national security objectives and local infrastructure development; and NOW THEREFORE:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS THAT:

SECTION 1. The recitals outlined above are found to be true and correct and are incorporated herein as though set forth fully herein.

SECTION 2. The City Manager, or his designee, is hereby authorized to apply for the DEAAG funding in partnership with the TTU RNSC for a closed-loop water system connected to the West Lubbock Water System Expansion project in support of the future EMP Test Site, in the amount of Five Million Dollars ($5,000,000.00) with no required match or contribution of funds by the City.

SECTION 3. The City Manager, or his designee, is further authorized to execute all necessary documents and certifications required to submit and pursue said grant application, with

approval of any grant award (and any associated interlocal agreement as later may be necessary related to the closed-loop water system project) subject to final approval by the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Rachael Blansett, Assistant City Attorney

AI# 14674

Regular City Council Meeting **5. 30.**

11/03/2026:

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute a Settlement Agreement and Release of all Claims, in Cause No. DC-2026-CV-1465, Red Canyon Development, LLC v. the City of Lubbock, and all related documents.

Item Summary

This item is a settlement of a lawsuit filed by Red Canyon Development, LLC against the City of Lubbock, regarding Development Agreement Contract 17488, for the construction of a 2-lane extension of Quaker Avenue from 146th Streeet to Woodrow Road.

Fiscal Impact

This Settlement Agreement and Release of all Claims for $1,600,000, is funded in the Risk Fund.

Staff/Board Recommending

W. Jarrett Atkinson, City Manager

Attachments

Resolution - Red Canyon

Settlement Agreement and Release

RESOLUTION

WHEREAS, the City of Lubbock, Texas, entered into a development agreement, Contract No. 17488, Resolution No. 2024-R0140, on March 26, 2024 (the "Agreement") with Red Canyon Development, LLC, 146th & Quaker, LLC, Chad Henthorn, 14 Texas Real Estate, LLC, and Bushland Springs, LLC (the "Developers") for the development a portion of Quaker Avenue from 146th Street and Quaker Avenue; and

WHEREAS, Red Canyon Development, LLC, on September 2, 2026, filed a lawsuit styled *Red Canyon Development, LLC v. City of Lubbock, Texas*, Cause No. DC-2026-CV-1465, in the 237th District Court (the "Lawsuit"), alleging the City of Lubbock breached the Agreement relating to providing impact fee credits to the Developers as outlined in the Agreement; and

WHEREAS, the City of Lubbock denies the allegations outlined in the Lawsuit and has consistently taken the position that, among other things, the impact fee credits were not incorporated into the terms and conditions of the Agreement, there was never a separate agreement relating to the impact fee credits entered into with the Developers, and the Developers were never charged any impact fees to which the impact fee credits would have applied; and

WHEREAS, the City of Lubbock recognizes and appreciates the work the Developers did in extending Quaker Avenue under budget and in a timely manner providing another example of how the private sector and the City of Lubbock have been able to work together to provide for public improvements to the benefit of both parties and the public at large; and

WHEREAS, after having the opportunity to meet and discuss each side's position, the City of Lubbock and the Developers were able to reach an agreement to settle all claims to avoid the inconvenience, distractions, uncertainties, and expenses attendant to litigation and trial; **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, the *Settlement Agreement and Release*, resolving all disputes between the City of Lubbock and Red Canyon Development, LLC, 146th & Quaker, LLC, Chad Henthorn, 14 Texas Real Estate, LLC, and Bushland Springs, LLC relating to the development agreement, Contract No. 17488, Resolution No. 2024-R0140, and dismissing the lawsuit styled *Red Canyon Development, LLC v. City of Lubbock, Texas*, Cause No. DC-2026-CV-1465, in the 237th District. Said *Settlement Agreement and Release* is attached hereto as *Exhibit A* and incorporated herein 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:

Matt Wade, City Attorney

ccdocs II/RES.Red Canyon Settlement – Impact Fee Credits 17488
October 27, 2026

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "Agreement") is entered into by and among:

1. **Red Canyon Development, LLC**, a Texas limited liability company ("Red Canyon");

2. **Chad Henthorn**, individually ("Henthorn");

3. **Bushland Springs, LLC**, a Texas limited liability company ("Bushland Springs");

4. **146th & Quaker, LLC**, a Texas limited liability company ("146th & Quaker"); and

5. **14 Texas Real Estate, LLC**, a Texas limited liability company ("14 Texas")

   Individually, Red Canyon, Henthorn, Bushland Springs, 146th & Quaker, and 14 Texas, may be referred to as a "Claimant Party" and collectively are referred to as the "Claimant Parties"), on the one hand, and

6. **City of Lubbock**, Texas, a Texas home-rule municipal corporation (the "City"), on the other hand.

The Claimant Parties and the City are referred to collectively as the "Parties" and individually as a "Party."

Article 1 — Recitals

I. Development Agreement. On or about March 26, 2024, the City and the Claimant Parties entered into Development Agreement Contract No. 17488 (Lubbock City Council Resolution No. 2024-R0140) for the construction of a two-lane extension of Quaker Avenue from 146th Street to Woodrow Road in Lubbock, Texas (the "Development Agreement").

II. Project. Under the Development Agreement, the Claimant Parties agreed to construct the roadway extension and associated improvements described therein (the "Project"), and the City agreed to provide certain participation and consideration in connection with the Project.

III. Completion and Acceptance. Red Canyon alleges that the Claimant Parties completed their obligations relating to the Project and that the City accepted the paving and drainage improvements comprising the Project on October 31, 2025.

IV. Dispute. A dispute arose concerning roadway-impact-fee credits referenced in the Development Agreement and the value, availability, and enforceability of those credits. The Claimant Parties demanded payment of the alleged value of the credits, and the City disputed that it was obligated to make that payment.

V. Lawsuit. On September 2, 2026, Red Canyon filed a lawsuit against the City styled *Red Canyon Development, LLC v. City of Lubbock, Texas*, Cause No. DC-2026-CV-1465, pending in the 237th District Court of Lubbock County, Texas (the "Lawsuit"). The Lawsuit asserts claims arising from the Development Agreement and seeks damages based on the alleged value of roadway-impact-fee credits, together with interest, attorneys' fees, costs, and other relief.

VI. Other Claimant Parties. Although Red Canyon is the named plaintiff in the Lawsuit, Henthorn, Bushland Springs, 146th & Quaker, and 14 Texas were parties to the Development Agreement and assert or may assert interests in the consideration at issue in the Lawsuit.

VII. Compromise. The Parties desire to resolve fully and finally the Lawsuit and all disputes between them arising from or relating to the Development Agreement, the Project, the roadway-impact-fee credits, and the facts and circumstances alleged in the Lawsuit, without further expense, uncertainty, or litigation.

VIII. Incorporation. The foregoing recitals are incorporated into this Agreement as material provisions and not merely as introductory statements.

Article 2 — Definitions

I. City Released Parties. "City Released Parties" means the City and its past and present governing bodies, councils, departments, boards, commissions, officials, officers, employees, representatives, agents, insurers, attorneys, successors, and assigns, in each case solely in that person's or entity's capacity relating to the City.

II. Claimant Released Parties. "Claimant Released Parties" means each Claimant Party and its respective past and present members, managers, owners, officers, employees, representatives, agents, insurers, attorneys, predecessors, successors, and assigns, together with each person signing this Agreement on behalf of a Claimant Party, in each case solely in that person's or entity's capacity relating to the applicable Claimant Party.

III. Effective Date. "Effective Date" means the date the Claimant Parties are actually in receipt of the full Settlement Amount in collected funds, provided that this Agreement has been executed by all Parties and approved and authorized by the City Council of the City via City Council Resolution or any other means necessary to make this agreement binding and enforceable against the City. If those events occur on different dates, the Effective Date will be the date on which the last required event occurs.

IV. Released Claims. "Released Claims" has the meaning stated in Article 5.

V. Settlement Amount. "Settlement Amount" means One Million Six Hundred Thousand and No/100 Dollars ($1,600,000.00).

Article 3 — Settlement Amount

I. Payment Obligation. Subject to the terms of this Agreement, the City shall pay the Settlement Amount to Red Canyon to or for the benefit of the Claimant Parties in full and final settlement of the Released Claims. The Settlement Amount includes all claimed damages, roadway-impact-fee credits or their alleged equivalent value, interest, attorneys' fees, litigation expenses, costs, and every other category of monetary or equitable relief asserted or that could have been asserted concerning the Released Claims.

II. Allocation and Payees. The Settlement Amount shall be allocated and paid as follows: One Million Six Hundred Thousand and No/100 Dollars ($1,600,000.00) on or before November 13, 2026, in a single payment by wire transfer or check to Red Canyon who will allocate and distribute the Settlement Amount among the Claimant Parties in accordance with the Claimant Parties' mutual agreement and such payment by the City fully discharges the City's payment obligations under the Development Agreement. For clarification purposes, neither Henthorn nor Bushland Springs will be entitled to any of the Settlement Amount received from the City as a result of not participating in the Claimant Parties' claim against the City, and Red Canyon and the other Claimant Parties shall not be obligated to disburse or pay any of the Settlement Amount to Henthorn or Bushland Springs. Payment of the Settlement Amount to Red Canyon in accordance with those written instructions will fully discharge the City's obligation to pay the Settlement Amount. The City has no responsibility for any subsequent distribution, allocation, withholding, verification of distribution or disposition of the Settlement Amount among the Claimant Parties or any individual Claimant Party, their attorneys, or any other recipient.

III. Payment Deadline. The City shall deliver the Settlement Amount no later than November 13, 2026, subject to the City's receipt of this Agreement fully executed by the Claimant Parties.

IV. Method of Payment. The Settlement Amount shall be paid by the City, in a single payment by wire transfer or check to Red Canyon who will allocate and distribute the Settlement Amount among the Claimant Parties pursuant to Article 3, Section II. The Claimant Parties shall provide complete and accurate payment instructions in writing, and the City may rely on those instructions without independent investigation.

V. No Additional Consideration. Except for the obligations expressly stated in this Agreement, the City owes no further payment, credit, reimbursement, compensation, fee, interest, cost, or other consideration to any Claimant Party arising from or relating to the Released Claims.

VI. Condition to Releases and Dismissal. The releases granted by the Claimant Parties under Article 5, Section I, and Red Canyon's obligation to dismiss the Lawsuit under Article 4 become operative upon receipt of the entire Settlement Amount in collected funds.

Article 4 — Dismissal of Lawsuit

I. Dismissal With Prejudice. No later than 30 days after receipt of the entire Settlement Amount in collected funds, Red Canyon shall file an agreed motion or stipulation requesting dismissal of the Lawsuit, with prejudice, as to all claims asserted or that could have been asserted in the Lawsuit.

II. Dismissal Documents. The Parties shall cooperate in preparing and executing any reasonably necessary dismissal papers. The proposed dismissal shall provide that each Party will bear its own attorneys' fees, expenses, and taxable court costs, except as otherwise expressly stated in this Agreement.

III. No Further Prosecution. After receipt of the entire Settlement Amount, Red Canyon shall not further prosecute the Lawsuit except as reasonably necessary to obtain its dismissal with prejudice or to enforce this Agreement.

IV. Court Jurisdiction. The Parties may request that the court retain jurisdiction to enforce this Agreement to the extent the court has authority to do so. The enforceability of this Agreement does not depend on the court's retention of jurisdiction.

Article 5 — Releases

I. Release by Claimant Parties. Effective upon Red Canyon's receipt of the entire Settlement Amount in collected funds, each Claimant Party, for itself and for every person or entity claiming by, through, or under it, irrevocably and unconditionally releases, acquits, and forever discharges each City Released Party from every claim, demand, cause of action, liability, obligation, damage, loss, penalty, interest, fee, expense, remedy, and right to relief of every kind, whether known or unknown, suspected or unsuspected, accrued or unaccrued, fixed or contingent, legal or equitable, that arises from or relates to:

A. the Development Agreement;

B. the negotiation, authorization, execution, performance, interpretation, administration, alleged breach, or enforcement of the Development Agreement;

C. the planning, design, financing, construction, inspection, completion, dedication, acceptance, ownership, use, maintenance, or cost of the Project;

D. roadway-impact fees or roadway-impact-fee credits associated with the Development Agreement, the Project, or any property or development owned or controlled by a Claimant Party as of the Effective Date;

E. the City's establishment, modification, reduction, suspension, elimination, collection, or noncollection of roadway-impact fees through the Effective Date;

F. any demand, notice of claim, correspondence, statement, act, omission, transaction, event, or occurrence alleged in or underlying the Lawsuit; or

G. the filing, prosecution, defense, or resolution of the Lawsuit.

The matters described in Article 5, Sections I.A through I.G are collectively the "Released Claims."

II. Release by City. Effective upon the Effective Date, the City, for itself and for every person or entity claiming by, through, or under it, irrevocably and unconditionally releases, acquits, and forever discharges each Claimant Released Party from every claim, demand, cause of action, liability, obligation, damage, loss, penalty, interest, fee, expense, remedy, and right to relief of every kind, whether known or unknown, suspected or unsuspected, accrued or unaccrued, fixed or contingent, that arises from or relates to the Released Claims, including the Claimant Parties' performance of the Development Agreement and construction of the Project through the Effective Date.

III. Excluded Matters. Notwithstanding any other provision of this Agreement, the releases do not include:

A. a Party's rights or obligations under this Agreement;

B. claims arising from a breach of this Agreement;

C. claims based on conduct occurring after the Effective Date that does not arise from or relate to facts, acts, omissions, or circumstances existing on or before the Effective Date; or

D. any claim or right that cannot lawfully be released.

IV. Unknown Claims. The Parties understand that they may later discover facts different from or additional to those they presently know or believe to be true. Subject to Article 5, Section III, each Party nevertheless intends to release completely and finally all claims within the scope of the applicable release, notwithstanding any later discovery of different or additional facts**.**

V. Covenant Not to Sue. Each Party covenants not to commence, maintain, assist, or voluntarily participate in any action or proceeding against a Released Party concerning a claim released by that Party under this Agreement. This covenant does not prohibit a Party from enforcing this Agreement, complying with legal process, responding truthfully to a governmental inquiry, or participating as required by law.

VI. Release of Contractual Claims Only. Nothing in this Agreement grants, transfers, waives, or extinguishes any generally applicable governmental authority, legislative authority, police power, regulatory authority, or enforcement responsibility of the City. The City's release applies only to claims held by the City in its proprietary or contractual capacity concerning the Released Claims.

Article 6 — Representations and Warranties

I. Authority. Each individual signing this Agreement represents that the individual has full authority to execute and deliver this Agreement on behalf of the identified Party and to bind that Party to its terms. The City represents and warrants that The City's execution and performance have been authorized by whatever process is required to make this agreement binding and enforceable against the City.

II. Ownership and Nonassignment. Each Claimant Party represents that it owns the claims it releases under this Agreement and has not assigned, transferred, pledged, conveyed, or otherwise encumbered any such claim, except for any contractual interest of its attorneys in fees or expenses to be paid from the Settlement Amount. The City makes the corresponding representation concerning the claims it releases.

III. No Other Proceedings. Except for the Lawsuit, each Claimant Party represents that it has not filed or commenced any other judicial, administrative, or arbitral proceeding against a City Released Party concerning a Released Claim.

IV. Voluntary Execution. Each Party acknowledges that it:

A. has read and understands this Agreement;

B. has had a full opportunity to consult independent legal counsel;

C. enters into this Agreement knowingly and voluntarily;

D. has not relied on any statement, promise, or representation not expressly contained in this Agreement; and

E. intends to be legally bound by this Agreement.

V. **Sufficiency of Consideration.** Each Party acknowledges the receipt and sufficiency of the consideration supporting this Agreement, including the mutual promises, releases, covenants, and obligations set forth herein.

Article 7 — No Admission of Liability

I. Compromise of Disputed Claims. This Agreement reflects a compromise of disputed claims. The City denies liability and disputes the material allegations and legal positions asserted by Red Canyon and the other Claimant Parties. The Claimant Parties dispute the City's defenses and maintain their asserted positions.

II. No Admission. Neither this Agreement, the payment of the Settlement Amount, nor any act taken to carry out this Agreement constitutes or may be construed as an admission of liability, fault, wrongdoing, breach, damages, or the validity of any factual or legal contention by any Party.

III. Use of Agreement. Except in an action to interpret or enforce this Agreement, or as otherwise required by law, no Party shall offer this Agreement as evidence of an admission by another Party.

Article 8 — Confidentiality and Public Information

I. No Promise of Confidential Government Record. The Parties acknowledge that the City is a governmental entity and that this Agreement, related approval materials, payment records, communications, and other documents in the City's possession may be subject to disclosure, public-meeting requirements, records-retention requirements, audit requirements, or other duties imposed by applicable law. The City does not promise that this Agreement or any related information will remain confidential.

II. Required Disclosures. Nothing in this Agreement prohibits or restricts:

A. disclosure required by law, court order, subpoena, audit, public-information request, governmental inquiry, or applicable public-meeting requirement;

B. disclosures reasonably necessary to obtain City approval, process payment, maintain governmental records, or conduct public business;

C. disclosures to a Party's attorneys, accountants, tax advisors, insurers, auditors, lenders, owners, members, managers, officers, or employees who have a legitimate need to know;

D. disclosures reasonably necessary to enforce this Agreement; or

E. truthful testimony or statements required in a judicial, legislative, or administrative proceeding.

III. Treatment of Confidential Material. If a Claimant Party provides information to the City that the Claimant Party considers confidential or proprietary, the Claimant Party shall clearly identify the information as such at the time of disclosure. The City may submit the matter to the appropriate governmental authority for a disclosure determination and makes no representation that the information will be withheld.

IV. Permitted Public Statement. Unless otherwise agreed in writing, if a Party is requested to make a public statement, a Party may state publicly that the Parties resolved the Lawsuit for $1,600,000.00 relating to a development agreement involving public improvements without any admission of liability. A Party may also accurately describe information contained in a publicly available City record or court filing.

Article 9 — Non-Disparagement

I. Mutual Covenant. No Claimant Party, and no City official specifically designated and authorized by the City Council to speak on the City's behalf concerning this settlement, shall knowingly make a materially false statement of fact concerning another Party's conduct relating to the Development Agreement, the Project, the Released Claims, or the Lawsuit if the statement would reasonably be expected to damage that Party's reputation.

II. Exceptions. Article 9, Section I does not restrict:

A. truthful statements required by law or legal process;

B. statements made during a public meeting, governmental deliberation, audit, investigation, or official proceeding;

C. communications with legal counsel, accountants, insurers, auditors, or governmental authorities;

D. testimony given under oath;

E. statements reasonably necessary to enforce this Agreement; or

F. good-faith correction of an inaccurate public statement.

III. No Restriction on Governmental Functions. Nothing in this Article limits the City Council's deliberative, legislative, regulatory, or oversight functions or restricts any person from exercising a right protected by applicable law.

Article 10 — Taxes, Fees, and Costs

I. **Tax Responsibility.** The Claimant Parties are solely responsible for determining and satisfying any federal, state, or local tax obligations arising from their receipt or allocation of the Settlement Amount. The City makes no representation concerning the tax treatment of the Settlement Amount.

II. **Reporting** and **Withholding.** The City may report the payment and make any withholding that the City reasonably determines is required by applicable law.

III. **Attorneys' Fees and Costs.** Except for the Settlement Amount and except as provided for enforcement of this Agreement, each Party shall bear its own attorneys' fees, expert fees, expenses, and costs incurred in connection with the Development Agreement, the Released Claims, the Lawsuit, the negotiation of this Agreement, and the dismissal of the Lawsuit.

Article 11 — Cooperation and Further Assurances

I. **Further Documents.** Each Party shall execute and deliver any additional document and take any additional action reasonably necessary to carry out this Agreement, provided that no Party will be required to assume a material obligation not expressly stated herein.

II. **Correction of Payment Information.** The Claimant Parties shall promptly notify the City of any error in the payment instructions. The City will not be responsible for delay caused by incomplete, inaccurate, conflicting, or untimely payment information supplied by or on behalf of a Claimant Party.

III. **Dismissal Cooperation.** The City shall execute reasonable agreed dismissal documents after making the payment required by Article 3, and Red Canyon shall diligently obtain dismissal of the Lawsuit with prejudice.

Article 12 — Breach and Enforcement

I. **Notice of Breach.** Before filing an action alleging a curable breach of this Agreement, the complaining Party shall give written notice describing the alleged breach in reasonable detail. The receiving Party shall have ten calendar days after receipt to cure the breach. No cure period applies to a breach that cannot reasonably be cured or to an action necessary to prevent expiration of a limitations period or irreparable harm.

II. **Enforcement Remedies.** A Party may seek appropriate legal or equitable relief to enforce this Agreement. The prevailing Party in an action to enforce this Agreement is entitled to recover its reasonable and necessary attorneys' fees and court costs to the extent permitted by applicable law.

III. **No Expansion of Liability.** Nothing in this Agreement creates any waiver of governmental immunity, limitation, defense, jurisdictional requirement, or statutory restriction except to the extent expressly stated in this Agreement or provided by applicable law. This provision does not limit the City's express contractual obligation to pay the Settlement Amount.

Article 13 — Notices

I. Form of Notice. A notice required under this Agreement must be in writing and delivered personally, by nationally recognized overnight delivery service, or by certified United States mail, return receipt requested, to the following addresses:

A. If to Red Canyon: 5519 53rd Street, Suite 200, Lubbock, Texas 79414

B. If to Henthorn, Bushland Springs, 146th & Quaker, or 14 Texas:

Henthorn:

_____
_____
_____

Bushland Springs:

_____
_____
_____

146th & Quaker:

_____
_____
_____

14 Texas:

_____
_____
_____

C. If to the City:
City Manager
City of Lubbock

Physical Address:
1314 Ave. K
Lubbock, Texas 79401

Mailing Address:
P.O. Box 2000
Lubbock, Texas 79457

With a copy to:

City Attorney
City of Lubbock
Physical Address:
1314 Ave. K
Lubbock, Texas 79401

Mailing Address:

P.O. Box 2000
Lubbock, Texas 79457

II. Effective Receipt. Notice is effective upon actual delivery if delivered personally; on the next business day after deposit with an overnight delivery service; or three business days after deposit in certified mail, postage prepaid.

III. Change of Address. A Party may change its notice information by notice delivered in accordance with this Article.

Article 14 — General Provisions

I. Governing Law. This Agreement is governed by and construed under the laws of the State of Texas, without regard to conflict-of-laws principles.

II. Exclusive Forum. Any action arising from or relating to this Agreement shall be brought exclusively in a state court of competent jurisdiction located in Lubbock County, Texas, or, if federal subject-matter jurisdiction exists, in the federal district court whose division encompasses Lubbock County, Texas.

III. Entire Agreement. This Agreement constitutes the complete and exclusive agreement among the Parties concerning its subject matter and supersedes all prior or contemporaneous negotiations, communications, proposals, and agreements concerning settlement of the Released Claims. The Development Agreement remains relevant only to the extent necessary to identify the Released Claims and does not create any payment obligation after the releases become operative, except as expressly stated in this Agreement.

IV. Amendment. This Agreement may be amended only by a written instrument that expressly identifies this Agreement and is signed by all Parties, with any approval required for the City's amendment.

V. No Waiver. A waiver is effective only if in writing and signed by the Party granting it. A waiver of one breach does not waive any other or subsequent breach.

VI. Severability. If a provision of this Agreement is held invalid, illegal, or unenforceable, that provision shall be enforced to the greatest extent permitted, and the remaining provisions shall remain in effect, unless the invalid provision materially defeats the essential economic purpose of this Agreement.

VII. Construction. The Parties and their counsel have participated in negotiating and preparing this Agreement. No presumption or rule construing an ambiguity against the drafter applies. Headings are for convenience only and do not affect interpretation. "Including" means "including without limitation," and the singular includes the plural when the context requires.

VIII. No Third-Party Beneficiaries. Except for the City Released Parties and Claimant Released Parties with respect to the releases and protections expressly granted to them, this Agreement creates no right or remedy in any person or entity that is not a Party.

IX. Assignment. No Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Parties, except that the releases bind and benefit the

Parties' permitted successors and assigns. An attempted assignment contrary to this provision is void.

X. Binding Effect. This Agreement binds and benefits the Parties and their respective permitted successors and assigns.

XI. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original and all of which constitute one instrument. A signature transmitted electronically or in a reproduced format has the same effect as an original signature.

XII. Effective Delivery. A Party's delivery of an executed signature page constitutes delivery of that Party's executed counterpart and evidences its intent to be legally bound.

XIII. Survival. Articles 4 through 14 survive payment of the Settlement Amount and dismissal of the Lawsuit according to their terms.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Release as of the dates stated below.

CITY OF LUBBOCK, TEXAS

By: _____ Date:_____
Mark McBrayer
Mayor of the City of Lubbock

Attest

By:_____Date:_____
Courtney Paz
City Secretary for the City of Lubbock

Approved as to Form

By: _____ Date: _____
Matt Wade
City Attorney for the City of Lubbock

DEVELOPERS:

_____
Robert J. Miklos
FERGUSON BRASWELL FRASER KUBASTA PC
2500 Dallas Parkway, Suite 600
Plano, Texas 75093
T: 972-378-9111
F: 972-378-9115
State Bar No. 14033110
rmiklos@fbfk.law
Attorneys for Plaintiff Red Canyon Development, LLC

_____
ALLEN ADKINS
ADKINS LAW FIRM, PC
3901 84th Street
Lubbock, Texas 79423
PH: 806-863-3066
Texas State Bar No.: 00910050
Email: ALA@ALLENADKINS.COM *Attorneys for Plaintiff Red Canyon Development, LLC*

Red Canyon Development, LLC, a Texas limited liability company

By: _____ Date: _____
Dustin R. Womble, Manager of
Red Canyon Development, LLC

Chad Henthorn

_____ Date:_____
Chad Henthorn, Individually as Owner

Bushland Springs, LLC, a Texas limited liability company

By: _____ Date: _____
Robert Wood, Manager of
Bushland Springs, LLC

By: _____ Date: _____
Jack (Trey) F. Strong III, Manager of
Bushland Springs, LLC

146th & Quaker, LLC, a Texas limited liability company

By: _____ Date: _____
Troy Pickering, Manager of
146th & Quaker, LLC

14 Texas Real Estate, LLC, a Texas limited liability company

By: _____ Date: _____
Andrew Mitchell, Manager of
14 Texas Real Estate, LLC

AI# 14236
Regular City Council Meeting **6. 1.**
11/03/2026:

Information

Agenda Item

Ordinance 1st Reading - Engineering: Consider an ordinance amending Chapter 36 of the Code of Ordinances by adding “Division 2 Paving Alleys by Petition” to Article 36.08, establishing a procedure for property owners to petition the city to pave and improve an unimproved alley at the cost of the abutting property owners.

Item Summary

Many existing neighborhoods in the City of Lubbock have unpaved alleys. The proposed ordinance establishes a procedure for citizens to petition for alley paving. If the petition succeeds, the cost of the alley paving project would be split among all property owners adjacent to the improved alley, in proportion to each property owner's alley frontage.

Below is a summary of the proposed ordinance outlining the process.

- The Petitioner means an individual responsible for communicating with the city and providing any relevant information the City Engineer may require for the Alley Improvement Project.
- The petition must be for an alley improvement that is at least one street block length.
- The non-refundable petition fee shall be no less than $1000.00 and will be amended annually in the city's budget ordinance. The petition fee is to offset city costs associated with receiving and reviewing the proposed Alley Improvement Project.
- An Engineering Feasibility Determination will be made by the City after the petition is received.
- Prior to issuing approval of the proposed Alley Improvement Project, the City Engineering Department shall prepare a cost estimate for the project. The cost estimate shall include survey, design, inspection, utility relocations, and related costs and expenses, and provide written notice to the Petitioner of the Total Project Cost.
- 100% of the Total Project Cost must be collected by the city within 90 days of providing notice of the Total Project Cost. A petition may be withdrawn by the Petitioner after receiving notice of the Total Project Cost.
- Once city has collected 100% of the Total Project Cost, the city will begin the design and construction of the Alley Improvement Project.
- City Engineering staff will manage the design, bidding, and construction of the Alley Improvement Project.
- If the actual project cost is less than the estimated Total Project Cost by more than 5%, the city shall refund the difference to the Petitioner.

Following this memo you will find a copy of the full ordinance.

Fiscal Impact

None

Staff/Board Recommending

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

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Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LUBBOCK AMENDING ARTICLE 36.08, "PAVING ALLEYS" OF CHAPTER 36, "STREETS, SIDEWALKS AND OTHER PUBLIC WAYS" BY PLACING SECTIONS 36.08.001 THROUGH 36.08.009 IN "DIVISION 1 GENERALLY"; AMENDING SECTION 36.08.008 "ASSESSMENTS WHEN PAVMENT CONSTRUCTED BY CITY"; CREATING A SECOND DIVISION, "DIVISION 2 PAVING ALLEYS BY PETITION"; ESTABLISHING A PROCESS FOR THE PAVING OF ALLEYS THROUGH A PETITION-INITIATED PROCESS ON UNIMPROVED ALLEYS WITHIN THE MUNICIPAL LIMITS; ESTABLISHING STANDARDS FOR PETITION SUBMISSION, REVIEW AND CITY APPROVAL; PROVIDING A REPEALER; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City of Lubbock, acting by and through its governing body, under the constitution and laws of the State of Texas including, but not limited to, the general powers as outlined in the Lubbock City Charter, has exclusive control over its highways, streets and alleys including the authority to regulate, change, or improve an alley located in the municipality; and

WHEREAS, Chapter 36, Article 36.08 of the Code of Ordinances of the City of Lubbock currently provides the general standards, specifications and requirements for paving a public alley including the ability of the City of Lubbock to assess abutting property owners when the alley paving is constructed by or at the instance of the City of Lubbock in accordance with the applicable assessment provisions found in Texas Transportation Code Chapter 313; and

WHEREAS, the current City policy requires the complete participation of all abutting property owners to agree to pave an already established unimproved alley; and

WHEREAS, the City recognizes the value of paving alleys to the abutting property owners even when not required or ordered by the City;

WHEREAS, the City further recognizes the ancillary benefits to the City and the public of paved alleys such as protection of buried utilities and access for solid waste collection as well as being a benefit; and

WHEREAS, the City Council believes it to be in the best interest of the public, health and safety of the citizens of Lubbock and in the best interest of the municipal corporation to amend Chapter 36 of the Code of Ordinances of the City of Lubbock to allow for a petition driven process for the paving of an unimproved alley without the need for assessing abutting property owners or placing liens on abutting property by collecting the cost for the improvement before construction;

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

SECTION 1. The recitals and findings outlined above are found to be true and correct and are hereby incorporated herein as the findings of the City Council.

SECTION 2. Chapter 36, Article 36.08 of the Code of Ordinances, City of Lubbock, is hereby amended by creating a new division entitled "Division 1 Generally" and placing §36.08.001 through §36.08.009 within such division.

SECTION 3. Chapter 36, Article 36.08, § 36.08.008 "Assessments when pavement constructed by city." is hereby amended to read as follows (for reference purposes, amended portions are indicated as follows: deletions – strikeout; new additions – underlined and italicized):

§ 36.08.008 Assessments when pavement constructed by city.

When alley paving is ~~constructed~~ *required or ordered* by or at the instance of the city, the cost thereof, including engineering cost, ~~shall~~ *may be* assessed against the abutting property and the owners thereof to the extent of ninety (90) percent of the total cost, in accordance with the provisions *and procedures of Texas Transportation Code Chapter 313, as amended*. ~~article 1105b, as amended, of Vernon's Annotated Civil Statutes of Texas.~~

SECTION 4. Chapter 36, Article 36.08 of the Code of Ordinances, City of Lubbock, is hereby amended by creating a second division within Article 36.08 entitled "Division 2 Paving Alleys By Petition" to read as follows:

"Division 2 Paving Alleys By Petition

36.08.051. Purpose

The purpose of this division is to establish the procedure for property owners to petition the city to pave and improve an unimproved alley at the cost of the abutting property owners.

36.08.052. DEFINITIONS

For purposes of this division:

(1) *Abutting Property* means any lot or tract of land that directly abuts a proposed Alley Improvement Project.

(2) *Abutting Property Owner* means the record owner of the real property, described by lot or tract of land, that directly abuts a proposed Alley Improvement Project.

(3) *Alley Improvement Project* means the design and construction of paving, drainage, and related appurtenances of a public alley right-of-way segment that is at least one street block in length.

(4) *Frontage* means the linear feet of Abutting Property that abuts the Alley Improvement Project.

(5) *Petitioner* means an individual responsible for communicating with the city and providing any relevant information the City Engineer may require for a proposed Alley Improvement Project.

36.08.053. Petition Required

(a) An Alley Improvement Project may be initiated only upon submission of a written petition to the City Engineering Department meeting all of the following requirements:

(1) The petition must be typewritten, clearly showing the location of the proposed Alley Improvement Project.

(2) The petition must include the name, address, e-mail address, telephone number of the Petitioner.

(3) Abutting Property Owner's Consent: The petition must contain the printed names, addresses and signatures of all Abutting Property Owners signifying the consent of all Abutting Property Owners to the Alley Improvement Project;

(4) Clearly state on face of the petition, in bold, 12 point font or greater in size, a statement acknowledging that, if approved, construction of the Alley Improvement Project could take twelve (12) to fifteen (15) months to complete.

36.08.054. Petition Fee

(a) The fee for a petition for an Alley Improvement Project submitted pursuant to this division shall be no less than $1,000.00 (one thousand and no/dollars) and may be amended annually in the city's budget ordinance.

(b) The petition fee is intended to offset city costs associated with receiving and initially reviewing the proposed Alley Improvement Project, including but not limited to, the costs associated with:

(1) Initial engineering review and feasibility analysis;

(2) Preparation of preliminary cost estimates;

(3) Utility coordination;

(4) Administrative processing and legal review; and

(5) Notification to affected property owners.

(c) Non-Refundable Nature of Fee: the petition fee shall be non-refundable, regardless of whether:

(1) The petition fails to meet required thresholds;

(2) The project is canceled due to a withdrawal petition being received under Section 36.08.060;

(3) The project is determined to be infeasible by the City Engineering Department;

(4) The petitioners elect not to proceed after receipt of the city's cost estimate; or

(5) If the proposed Alley Improvement Project is cancelled for any other reason.

(d) Fee Applicability

(1) The petition fee is due and payable at the time of submitting a petition to the City Engineering Department.

(2) The City Engineering Department shall not accept any petition until the petition fee is paid in full.

(e) No Obligation to Proceed. Payment of the petition fee does not obligate the city to approve or construct any proposed Alley Improvement Project.

36.08.055. Eligibility and Engineering Feasibility Review

(a) Engineering Feasibility and Determination Required. All proposed Alley Improvement Projects shall be subject to a feasibility review by the City Engineering Department. No project shall proceed unless the City Engineer determines that:

(1) the proposed Alley Improvement Project is feasible;

(2) the proposed Alley Improvement Project is in the public interest; and

(3) the city would not otherwise require or order that the alley be paved and/or the proposed Alley Improvement Project is not subject to Section 36.08.008 of the Code of Ordinances.

Depending on available resources, the feasibility review could take up to six (6) months to complete.

(b) Scope of Feasibility Review. The City Engineering Department will include an evaluation of whether the proposed Alley Improvement Project can be constructed:

(1) Without unreasonable risk of damage to existing public or private utilities, including water, wastewater, storm drainage, gas, electric, telecommunications, and franchise utilities;

(2) Without creating adverse impacts to traffic circulation, emergency access, solid waste collection, or adjacent public infrastructure; and

(3) Within the existing public right-of-way easements.

(c) Utility Conflicts and Relocation

(1) The City Engineering Department, as part of the feasibility review, shall determine whether existing utilities must be relocated, adjusted, protected, or upgraded in order to construct the proposed Alley Improvement Project.

(2) Utility relocation costs shall be included in the total project cost.

36.08.056. Right to Deny or Modify Project.

(a) The City Engineer may deny, modify, or conditionally approve of an Alley Improvement Project if:

(1) Utility conflicts cannot be reasonably resolved;

(2) The project would materially impair traffic flow, emergency access;

(3) The cost or complexity of required utility work renders the project impractical; or

(4) In the determination of the City Engineer, the Alley Improvement Project would create a risk to the public safety or welfare or would be detrimental to the public interest.

36.08.057. No Vested Right to Construction.

(a) Approval of a petition shall not create a vested right to construction. Final authorization to proceed shall be subject to completion of the feasibility review and acceptance of all associated costs by the petitioning property owners and all other applicable requirements of this division. Nothing contained in this division is meant to create any type contractual relationship between the Petitioner and/or the Abutting Property Owners and the City of Lubbock. Due to the uncertainty associated with construction projects, including legal procurement requirements and availability of resources, the city makes no guarantees or representations when approved Alley Improvement Projects may be completed.

36.08.058. Notice of Total Project Cost

(a) Prior to issuing approval of the proposed Alley Improvement Project, the City Engineering Department shall prepare a cost estimate for the proposed Alley Improvement Project. The cost estimate shall be based on all paving improvements constructed in accordance with the city's standard plans and specifications under the supervision of the City Engineer including estimated survey, design, inspection, utility relocations and related costs and expenses (the Total Project Cost).

(b) Notice to Petitioner. The city shall provide written notice to the Petitioner of the following:

(1) The estimated Total Project Cost;

(2) The procedure and deadline for submitting a withdrawal petition; and

(3) A statement that one hundred percent (100%) of the Total Project Cost must be collected by the city before the city will begin the design and construction of the Alley Improvement Project.

36.08.059. Withdrawal of Petition and Cancellation of proposed Alley Improvement Project.

(a) After receiving notice of the Total Project Cost, the petition for the proposed Alley Improvement Project may be withdrawn and cancelled upon submission of a written statement from the Petitioner stating that the petition for the Alley Improvement Project has been withdrawn.

(b) Effect of withdrawn petition.

(1) The original petition requesting the Alley Improvement Project shall be deemed void; and

(2) No further design, review, or feasibility activities shall occur.

(c) Re-Petition Permitted. A new petition for a proposed Alley Improvement Project over the same alley segment may not be submitted to the city within one hundred and eighty (180) days of the city receiving a written request withdrawing a petition.

36.08.060. Proceeding After Total Project Cost Acceptance/Design and Construction.

(a) The city shall only proceed to the design and construction of the Alley Improvement Project if all of the following requirements are met:

(1) The city has received a valid petition;

(2) The City Engineer has not denied, modified or conditionally approved the Alley Improvement Project pursuant to Section 36.08.056;

(3) The city has not received a written request from the Petitioner withdrawing a petition; and

(4) One hundred percent (100%) of the Total Project Cost has been collected by the city within ninety (90) days of providing notice of the Total Project Cost to the Petitioner in accordance with Section 36.08.058.

(b) Once the requirements of Section 36.08.060(a) have been met, the City Engineering Department shall proceed with designing and constructing the Alley Improvement Project in accordance with all applicable city construction standards, policies and procurement procedures, including but not limited to:

(1) Preparing the final engineering design plans and specifications;

(2) Determining construction limits and specifications; and

(3) Managing bidding, construction, inspection, and acceptance of the Alley Improvement Project.

(c) In the event the actual cost for the Alley Improvement Project is less than the Total Project Cost by more than five percent (5%), the city shall refund the difference to the Petitioner within one hundred and eighty days of completion of the Alley Improvement Project. Upon providing any applicable refund to the Petitioner in accordance with this section, the city shall have no responsibility to apportion the refund to the Abutting Property Owners, such responsibility resting solely with the Petitioner."

SECTION 5. Repealed. All other terms and provisions of the Code of Ordinances, City of Lubbock, not in conflict herewith and not hereby amended shall remain in full force and effect.

SECTION 6. 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 7. Effective Date. This ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

SECTION 8. 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 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:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Matthew L. Wade, City Attorney

ccdocs II\ORD.alley improvement petition 10-26
October 27, 2026

AI# 14616
Regular City Council Meeting
11/03/2026:

6. 2.

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Public Works Contract 19922, with MH Civil Constructors, Inc., for Highland Oaks Municipal Water Distribution System Improvements.

Item Summary

The Highland Oaks subdivision is a residential development adjacent to the southern city limits of the City of Lubbock, south of 146 Street F.M. 7500), east of Frankford Avenue, north of Woodrow Road (F.M. 7600), and west of Slide Road (F.M. Road 1730), consisting of approximately 374.74 acres. The Highland Oaks Public Improvement District (PID) was created to fund a capital improvement project to engineer, procure, and construct water infrastructure throughout the subdivision. This improvement would consist of installation of water infrastructure throughout the subdivision to each lot.

Capital Improvement Project 92300, Highland Oaks Water Distribution Project, was approved by City Council on September 22, 2026. Funding in the amount of $7,099,665 is avaialble for Capital Improvement Project 93000, Highland Oaks Water Distribution Project, will be from Highland Oaks PID Bonds.

On September 20, 2026, the City of Lubbock released a Request for Proposals (RFP) seeking qualified contractors to perform construction services for Water System Improvements for Highland Oaks.

In response to RFP-19633-TF, six proposals were received on October 8, 2026. The proposals were as follows:

Contractor	Amount	Substantial Completion
MH Civil Constructors, Inc., Amarillo, Texas	$5,678,000.00	240 days
Rink's Lease Service, Inc., Levelland, Texas	$6,110,000.00	240 days
Scott Wampler Construction & Services, LLC, Canyon, Texas	$6,307,306.27	240 days
Utility Contractors of America, Inc., Lubbock, Texas	$7,414,721.00	240 days
Mach Energy Services, LLC, Oklahoma City, Oklahoma	$7,767,755.50	240 days
Timco Services, Inc., Bristow, Oklahoma	$9,865,054.00	240 days

The proposals were evaluated using the following criteria: 60 points for price, 30 points for contractor qualifications, and 10 points for construction time. A three-member committee evaluated the Statements of Qualification and the following ranking was obtained.

Contractor	Score/100
MH Civil Constructors, Inc., Amarillo, Texas	95.67
Rink's Lease Service, Inc., Levelland, Texas	89.09
Utility Contractors of America, Inc., Lubbock, Texas	82.95
Scott Wampler Construction & Services, LLC, Canyon, Texas	81.01
Mach Energy Services, LLC, Oklahoma City, Oklahoma	71.86
Timco Services, Inc., Bristow, Oklahoma	54.87

Staff recommends award of the contract to the highest ranked proposer, MH Civil Constructors, Inc., of Amarillo, Texas, for $5,678,000.00.

Fiscal Impact

Contract 19922, in the amount of $5,678,000.00, is funded in Capital Improvement Project 92300, Highland Oaks Water Distribution Project.

Staff/Board Recommending

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

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Attachments

Resolution
Proposal Bid Tab - MH Civil
Location Exhibit
CIP 92300 Budget Detail
Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 19922, per RFP 26-19922-TF Highland Oaks Water Line, by and between the City of Lubbock and MH Civil Constructors, Inc., and related documents. Said Contract is attached hereto as *Exhibit A* and incorporated herein 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:

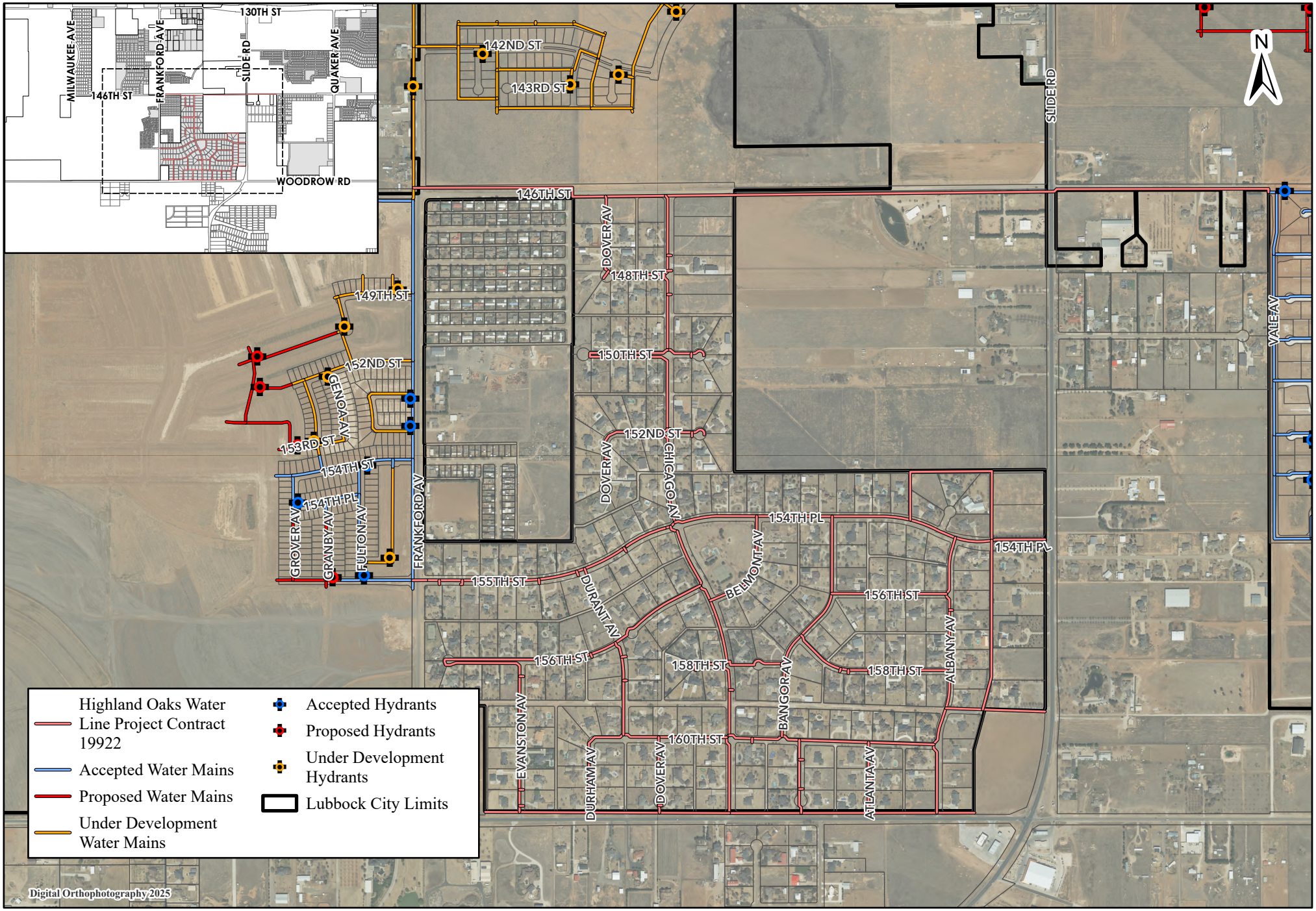
_____
Matt Wade, City Attorney

ccdocs II/RES.Highland Oaks Water Line – MH 19922
October 27, 2026

City of Lubbock, TX
Engineering
RFP 26-19922-TF
Highland Oaks Water Line

MH Civil Constructors, Inc. of Amarillo, TX

#	Items	QTY +/-	U/M	Unit Cost	Extended Cost
Base Bid					
#1-1	4-Inch AWWA C-900 DR 18 PVC Waterline Installed by Open Cut	1174	LF	20.00	23,480.00
#1-2	4-Inch AWWA C-900 DR 18 PVC Waterline Installed by Other Than Open Cut	785	LF	120.00	94,200.00
#1-3	6-Inch AWWA C-900 DR 18 PVC Waterline Installed by Open Cut	4906	LF	30.00	147,180.00
#1-4	6-Inch AWWA C-900 DR 18 PVC WaterlineInstalled by Other Than Open Cut	1657	LF	125.00	207,125.00
#1-5	6-Inch AWWA C-900 DR 18 PVC Waterline with 12" Steel Casing Installed by Other Than Open Cut	120	LF	440.00	52,800.00
#1-6	8-Inch AWWA C-900 DR 18 PVC Waterline Installed by Open Cut	10441	LF	35.00	365,435.00
#1-7	8-Inch AWWA C-900 DR 18 PVC WaterlineInstalled by Other Than Open Cut	3431	LF	130.00	446,030.00
#1-8	8-Inch AWWA C-900 DR 18 PVC Waterline with 14" Steel Casing Installed by Other Than Open Cut	50	LF	640.00	32,000.00
#1-9	10-Inch AWWA C-900 DR 18 PVC Waterline Installed by Open Cut	9052	LF	45.00	407,340.00
#1-10	10-Inch AWWA C-900 DR 18 PVC WaterlineInstalled by Other Than Open Cut	2903	LF	165.00	478,995.00
#1-11	10-Inch AWWA C-900 DR 26 PVC Waterline with 16" Steel Casing Installed by Other Than Open Cut	122	LF	640.00	78,080.00
#1-12	12-Inch AWWA C-900 DR 18 PVC Waterline Installed by Open Cut	12954	LF	60.00	777,240.00
#1-13	12-Inch AWWA C-900 DR 18 PVC WaterlineInstalled by Other Than Open Cut	640	LF	375.00	240,000.00
#1-14	12-Inch AWWA C-900 DR 18 PVC Waterline with 18" Steel Casing Installed by Other Than Open Cut	148	LF	730.00	108,040.00
#1-15	Development and Implementation of Trench Safety Plan	11130	LF	2.00	22,260.00
#1-16	4-Inch Gate Valve and Valve Box	22	EA	1,500.00	33,000.00
#1-17	6-Inch Gate Valve and Valve Box	67	EA	2,000.00	134,000.00
#1-18	8-Inch Gate Valve and Valve Box	38	EA	3,000.00	114,000.00
#1-19	10-Inch Gate Valve and Valve Box	34	EA	4,000.00	136,000.00
#1-20	12-Inch Gate Valve and Valve Box	28	EA	7,000.00	196,000.00
#1-21	Fire Hydrant Assembly	51	EA	6,000.00	306,000.00
#1-22	1.5-Inch Domestic Water Service Tap and Meter Box, Short Side	203	EA	1,800.00	365,400.00
#1-23	1.5-Inch Domestic Water Service Tap and Meter Box, Long Side	53	EA	2,500.00	132,500.00
#1-24	2-Inch Domestic Water Service Tap and Meter Box, Long Side	1	EA	3,500.00	3,500.00
#1-25	Ductile Iron Fittings	49510	LBS	4.00	198,040.00
#1-26	Tie to Existing Water Line, 12-Inch by 10" Tapping Sleeve with 10" Tapping Valve and Valve Box	2	EA	12,000.00	24,000.00
#1-27	2" Blow Off Assembly	6	EA	4,000.00	24,000.00
#1-28	2" Combination Releif Valve (Air/Vacuum)	1	EA	7,000.00	7,000.00
#1-29	Concrete Vault for Air Valve	1	EA	10,000.00	10,000.00
#1-30	Site Restoration Including Irriation Line Repair and Top Soil Replacement	255	Lot	100.00	25,500.00
#1-31	Asphalt Paving Cut and Repair	124	SY	120.00	14,880.00
#1-32	Concrete Paving Cut and Repair	227	SY	160.00	36,320.00
#1-33	Stormwater Pollution Prevention Plan	1	LS	6,000.00	6,000.00
#1-34	Design, Implementation and Management of Traffic Control	8	Month	7,500.00	60,000.00
#1-35	Mobilization	1	LS	371,655.00	371,655.00
	Total (Items 1-1 through 1-35):			$	5,678,000.00



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

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

Highland Oaks Water Line Project
Contract 19922

City of Lubbock TEXAS

City of Lubbock, TX
Capital Project
Project Cost Detail
October 27, 2026

Capital Project Number:	92300
Capital Project Name:	Highland Oaks Water Distribution Project

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	$ -
Agenda Items, October 27, 2026	
Contract 19922 with MH Civil	$ 5,678,000
Encumbered/Expended To Date	$ 5,678,000
Estimated Costs for Remaining Appropriation	
Engineering Fees	$ 567,800
Staff Time	50,000
Contingency (7.5%)	425,850
Remaining Appropriation	$ 1,043,650
Total Appropriation	$ 6,721,650

Purchasing and Contract Management

Publication and Solicitation Summary

RFP 26-19922-TF - Highland Oaks Water Line

- A public notice was published in the *Lubbock Avalanche-Journal* on September 20 and September 27, 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 September 20 through October 8, 2026.
- A total of 81 vendors downloaded the documents via Bonfire.com.
- An additional 18 vendors were notified directly.
- Six (6) vendors submitted formal proposals.

AI# 14685
Regular City Council Meeting **6. 3.**
11/03/2026:

Information

Agenda Item

Resolution - City Manager: Consider a resolution amending the City of Lubbock's 2026-2027 Legislative Package for the 90th Texas Legislative Session and 120th United States Congress, previously approved by Resolution No. 2026-R0333, to include for discussion purposes with the City's delegation, an item regarding the impact large-scale data centers could have on the City's public utility resources and the City's infrastructure.

Item Summary

The Lubbock City Council adopted the 2026-2027 Legislative Package on September 8, 2026. Resolution 2026-R0363 was approved on September 22, 2026, which included the requirement to amend the City's Legislative Package by adding the following:

...to include for discussion purposes with the City's legislative delegation an item regarding the impact large-scale data centers could have on the City's public utility resources and the City's public infrastructure.

The attached resolution amends the Legislative Package with the required language.

Fiscal Impact

None

Staff/Board Recommending

W. Jarrett Atkinson, City Manager

Attachments

Resolution - Legislative Agenda
Exhibit A

RESOLUTION

WHEREAS, on September 8, 2026, the City Council of the City of Lubbock approved Resolution No. 2026-R0333, approving the Legislative Package for the 90th Texas Legislative Session and 120th United States Congress for the purpose of defining the position of the City of Lubbock on State and Federal Legislative issues, respectively; and

WHEREAS, on September 22, 2026, the City Council approved Resolution No. 2026-R0363, under the provisions of Texas Local Government Code Chapter 212, Subchapter E, that, in addition to approving a moratorium on the development of large scale data centers of the Texas Local Government Code, called for the City's 2026-2027 Legislative Package be amended to include an item for discussion purposes regarding the impact large-scale data centers could have on the City's public utility resources and the City's public infrastructure. **NOW THEREFORE,**

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

The City Council of the City of Lubbock hereby amends the City of Lubbock's 2026-2027 Legislative Package for the 90th Texas Legislative Session and 120th United States Congress, previously approved by Resolution No. 2026-R0333, to include for discussion purposes with the City's legislative delegation an item regarding the impact large-scale data centers could have on the City's public utility resources and the City's public infrastructure. The City of Lubbock's 2026-2027 Legislative Package, as amended by this resolution, is attached hereto as *Exhibit A*, and is incorporated herein as though set forth fully herein.

Passed by the City Council this _____ day of _____, 2026.

_____
MARK MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

_____
Matt Wade, City Attorney

ccdocs II\Res.2026 Legislative Package Amendment
October 27, 2026

2027-28 City of Lubbock Legislative Agenda

Background:

Communicating with state and federal representatives and tracking legislative issues are important to ensure the Lubbock City Council has a strong voice in legislation and rulemaking that impacts City governance, service delivery and operations.

Statement of Intent:

The Lubbock City Council supports active participation and partnership in the legislative process. The City Council believes that local control is necessary and provides the ability to govern in an effective and efficient manner.

Accordingly, the Lubbock City Council affirms to all necessary persons and parties the following legislative positions, based on these principles:

- The City will work to pass its priority legislation.
- The City will monitor proposed legislation and take appropriate action to assure the City is able to meet its obligations under the City Charter, applicable law and to provide local services as approved by the City Council.
- The City will work to support legislative items that are consistent with the statements and principles contained within these priorities and to oppose those that are not.
- The City will work with appropriate parties and peer cities to support legislative items that are consistent with the statements and principles contained within these priorities and to oppose those that are not.

The City Council recognizes the speed with which the legislative process moves. In order to respond in a timely manner to issues that fall outside the Council's approved principles, the Mayor will consult with Mayor Pro Tem Dr. Jennifer Wilson and Councilmember David Bruegel to direct legislative efforts through the City Manager and City Attorney offices.

The Lubbock City Council identifies the following legislative priorities for 2027-28:

DRAFT

2027-28 City of Lubbock Legislative Agenda

The Ninetieth Texas Legislature

The City will initiate:

Legislation to extend existing legislation or to include Lubbock through new legislation in what is commonly referred to as Convention Hotel Rebate Authority through Section 351, Tax Code and related statutes. See House Bill 2408 (89R – Tepper). {Carryover from 89th Session}

Discussion – Provide Limited & Restricted Municipal Authority to address issues created by 'island areas' within the City Limits

Discussion – Ensure authority for municipal water & wastewater utilities to manage large-demand industrial water & wastewater customers through service contract or rate class – can be rescinded if regulatory guidance shows authority currently exists

Efforts to streamline abatement of substandard structures while protecting the property rights of both the owner and the owners of surrounding properties

The City will support:

- Licensure of Emergency Management Professionals through an independent commission
- Maintenance of Public, Education & Government (PEG) Funding and current eligibility
- State funding for mandated firefighter occupational medical examinations (requirement imposed in 89th session)
- State funding or insurance mechanism for new post-retirement critical-illness benefit for certain retired peace officers and firefighters (requirement imposed in 89th session)
- Efforts to allow voluntary, statewide purchasing cooperative for public-employee health benefits and prescription drugs
- Funding for Texas Tech University, Reese National Security Complex, and the Texas Tech University Mental Health Institute, including dedicated funding such as the PUF or other state sources
- Appropriate efforts to support the continued growth, development and redevelopment of Lubbock.
- Efforts to address the state's water challenges and related funding opportunities
- Efforts to fund the development of Interstate-27 from its current limits to interstate highway standards.

DRAFT

- Efforts to ensure long-term funding for the remaining development and construction of Loop 88

- Allow cities the option of using either an official newspaper or a website for the publication of legal notices

- Efforts to require the Texas Comptroller of Public Accounts to automatically provide city-specific, local sales tax information to the subject city without the need for a request under the Texas Public Information Act.

- Changes to the sales tax refund and reallocation process that converts the Texas Comptroller of Public Accounts current ministerial process into a formalized administrative process

- Efforts to require marketplace providers or facilitators of short-term rentals to remit the local portion of the HOT tax directly to the appropriate municipality.

- Inclusion of Larger Municipal Fire Departments in matters before the Texas Commission of Fire Protection (TCFP) Board

- Full funding for the Texas Recreation & Parks Account local grant program

- Continued state funding for mental health treatment

- Legislation to enhance control and enforcement regarding stray and loose animals

DRAFT

The City will oppose:

- Legislation that would diminish or restrict an elected City Council's ability to provide necessary and required services, or funding necessary to provide such services, to its residents and community
- Increased pass-through or regulatory fees on cities that are collected for or on-behalf of the state
- Removal of city original jurisdiction in utility rate-making proceedings or removal of the ability to recover reasonable expenses involved in rate-making proceedings, including contested cases
- The City will oppose the imposition of any state mandates that do not provide for a commensurate level of compensation.

DRAFT

The City will discuss:

- Potential impact of large-scale data centers on the City's public utility resources and the City's public infrastructure

DRAFT

2027-28 City of Lubbock Legislative Agenda

The 119th and 120th United States Congress

The City will support:

- Efforts, including through the American Association of Airport Executives (AAAE), to ensure the Environmental Protection Agency (EPA) provides airports and municipal fire departments with protection from CERCLA liability if it can be shown that an airport's use of AFFF complied with federal requirements and that use was discontinued in firefighting once hazards were identified or the Federal Aviation Administration (FAA) provided an approved alternate agent

- Efforts to ensure the timely development and permitting of the future Lake 7

- Additional funding for mass transportation and highway systems

- Funding for the development of the Texas portion of the Ports to Plains Corridor (Interstate 27) north and south of Lubbock.

- Continued funding for Community Development Block Grant (CDBG) and HOME Partnership Programs

- Efforts to support communities in their growth, development and redevelopment efforts

DRAFT