

City of Lubbock, Texas
Regular City Council Meeting
Tuesday, October 12, 2021

Daniel M. Pope, Mayor
Steve Massengale, Mayor Pro Tem, District 4
Juan A. Chadis, Councilman, District 1
Shelia Patterson Harris, Councilwoman, District 2
Jeff Griffith, Councilman, District 3
Randy Christian, Councilman, District 5
Latrell Joy, Councilwoman, District 6



W. Jarrett Atkinson, City Manager
Chad Weaver, City Attorney
Rebecca Garza, City Secretary

<http://www.mylubbock.us>

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

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 775-2061 or write to Post Office Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

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

1:00 p.m. - City Council convenes in City Council Chambers in Work Session regarding items for presentation and discussion on such issues that may require in-depth consideration by the City Council. No action will be taken by the City Council in Work Session.

1. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in person before the meeting of the City Council, regarding Items 2.1. and 2.4. on the Work Session Agenda, shall complete the sign-up form provided at the meeting, no later than 1:00 p.m. on October 12, 2021. Citizen Comments is an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.**

2. Hear and discuss presentations regarding the following and provide guidance to staff as appropriate.
 2. 1. Receive and discuss the Initial Assessment regarding redistricting for City Councilmember Districts considering the new 2020 Census data
 2. 2. Neighborhood Planning Update
 2. 3. Keep Lubbock Beautiful Update
 2. 4. City of Lubbock Public Health Department Mini-Hub Vaccination Clinic and Update

At the completion of the Work Session, City Council recesses into Executive Session.

3. **Executive Session**

- 3. 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.
 - 3. 1. 1. *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas
 - 3. 1. 2. Redistricting Obligations
 - 3. 1. 3. Discuss Chapter 143 of the Texas Local Government Code
 - 3. 1. 4. Texas Department of Transportation (TxDOT) Turnover Program
- 3. 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.
 - 3. 2. 1. Texas Department of Transportation (TxDOT) Turnover Program
- 3. 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, Health/Educational Facilities Development Corporation Board of Directors, LECD Board of Directors, Planning and Zoning Commission, Urban Design/Historic Preservation Commission, and the Water Board of Appeals.

Adjourn from Executive Session

4:30 p.m. - City Council reconvenes in Open Session in City Council Chambers.

4. **Ceremonial Items**

- 4. 1. Invocation
- 4. 2. Pledges of Allegiance
- 4. 3. Proclamations and Presentations
 - 4. 3. 1. Presentation of a Special Recognition in support of National Arts and Humanities Month
 - 4. 3. 2. Presentation of a Special Recognition in support of National Community Planning Month

Call to Order

5. **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 5:00 p.m. on October 12, 2021. Citizen Comments is an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.**

6. **Minutes**
 6. 1. July 20, 2021 Special City Council Meeting - Transportation Policy Committee
August 25, 2021 Special City Council Meeting - Lubbock Economic Development Alliance
September 14, 2021 Regular City Council Meeting

7. **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.**
 7. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance No. 2021-O0135, Amendment 1, amending the Adopted FY 2021-22 Budget for municipal purposes respecting the Pay Plans; providing for filing; and providing for a savings clause.

 7. 2. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 2, amending the FY 2021-22 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the FY 2021 Federal Transit Administration Section 5310 Coronavirus Response and Relief Supplemental Appropriation Act Grant and Airport Capital Fund, to appropriate additional funding for Capital Improvement Project 92717, replace Aircraft Rescue Fire Fighting (ARFF) Vehicle; providing for filing; and providing for a savings clause.

 7. 3. **Resolution - Risk Management:** Consider a resolution ratifying the actions of the City Manager in purchasing, for and on behalf of the City of Lubbock, property insurance coverage. The subject insurers are listed in the attachment along with the terms and conditions, and said attachment is incorporated hereto as if fully set forth herein.

 7. 4. **Resolution - Risk Management:** Consider a resolution ratifying the actions of the City Manager in purchasing, for and on behalf of the City of Lubbock, Network Security Privacy Insurance coverage. The subject insurer is listed in the attachment along with the terms and conditions, and said attachment is incorporated hereto as if fully set forth herein.

 7. 5. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing an easement, located at 4601 23rd Street, Lubbock County, Texas.

7. 6. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept on behalf of the City of Lubbock, four Street and Public Use Dedication Deeds out of Sections 30 and 31, Block AK, Lubbock County, Texas, to be utilized for the Upland Avenue Roadway Expansion Project.
7. 7. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Contract 15317, with Freese and Nichols, Inc., for additional engineering services for the design of 114th Street from Indiana Avenue to Quaker Avenue.
7. 8. **Resolution - Public Works:** Consider a resolution authorizing the Mayor to execute Contract 16164, a cost-sharing agreement, with Lubbock County, for a full mill and relay asphalt maintenance project on North University, from the Clovis Highway (US 84) to the Marsha Sharp Freeway (US 62/82).
7. 9. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Cha-Cha's Mexican Café, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
7. 10. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Cha-Cha's Mexican Café, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
7. 11. **Resolution - Public Health Services:** Consider a resolution ratifying the actions of the Mayor in executing a Temporary Lease Agreement, with BayCal Lubbock Partners, LLC and MBABAB, LLC as TIC c/o NetCo Investment, Inc., for a testing and vaccination clinic at 2717 and 2721 50th Street, Lubbock, Texas, for the Health Department.
7. 12. **Resolution - Public Health Services:** Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 1 to Contract HHS001019500024, and all related documents, under the COVID-19 Immunizations Grant Program, by and between the City of Lubbock and the Texas Department of State Health Services.
7. 13. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 16001 and all related documents, with the YWCA of Lubbock, through the Community Development Block Grant administered by the U.S. Department of Housing and Urban Development, to provide childcare assistance to qualified low-to-moderate income persons and families.
7. 14. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 16002 and all related documents, with the Lubbock Housing Finance Corporation, through the Community Development Block Grant, administered by the U.S. Department of Housing and Urban Development, to provide mortgage assistance to qualified low-to-moderate income persons and families.

7. 15. **Resolution - Public Transit Services:** Consider a resolution ratifying the acts of the Chief Financial Officer, in executing FY 2021 Section 5310 Grant, TX-2021-104-00, from the Federal Transit Administration, for operating and capital to enhance the mobility of elderly individuals and individuals with disabilities.
7. 16. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute FY 2022 Section 5307 Grant, TxDOT URB 2202 (05), Project ID 51309020522, from the Texas Department of Transportation, for operating assistance to maintain its public transportation system.
7. 17. **Resolution - Public Transit Services:** Consider a resolution ratifying the acts of the Chief Financial Officer, in executing FY 2021 Section 5307 Grant, Project TX-2021-113-00, from the Federal Transit Administration, to provide operating assistance, preventative maintenance, Americans with Disabilities Act (ADA) paratransit service, capital, and planning assistance.
7. 18. **Resolution - Public Transit Services:** Consider a resolution ratifying the actions of the Chief Financial Officer in executing Section FY 2019 and FY 2020 Section 5339(a) Grant, Project ID TX-2021-118-00, from the Federal Transit Administration, for the purchase of eight paratransit replacement buses which are compliant with the Americans with Disabilities Act (ADA).
7. 19. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Agreement 16113 and related documents, between the City of Lubbock Public Libraries and SirsiDynix, for the Enterprise SaaS Annual Subscription, Support, and Software Maintenance.
7. 20. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute an agreement, with Wild West Harley-Davidson, to lease fourteen Police motorcycles and related equipment, for use by the Police Department.
8. **Regular Agenda**
 8. 1. **Resolution - City Secretary:** Consider a resolution adopting redistricting criteria to apply to development of new districting plans.
 8. 2. **Resolution - City Secretary:** Consider a resolution adopting redistricting guidelines regarding public participation in the redistricting process.
 8. 3. **Board Appointments - City Secretary:** Consider appointments to the Airport Advisory Board, Building Board of Appeals, Citizens Traffic Commission, Health/Educational Facilities Development Corporation Board of Directors, Lubbock Emergency Communication District Board of Directors, Lubbock Economic Development Alliance, Inc. Board of Directors, Lubbock Water Advisory Commission, Market Lubbock Economic Development Corporation Board of Directors, Model Codes & Construction Advisory Board, Planning and Zoning Commission, Urban Design/Historic Preservation Commission, and the Water Board of Appeals.

8. 4. **Resolution - Business Development:** Consider a Resolution of Intent to create the City of Lubbock Property Assessed Clean Energy Program (Lubbock City PACE).
8. 5. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0144, for Zone Case 2690-D, a request of AMD Engineering, LLC for KWTHEM, LLC, for a zone change from Family Apartment District (A-1) and General Retail District (C-3) to Local Retail District (C-2) with a Specific Use for a Self-Storage Facility, at 2501 Iola Avenue, located east of Iola Avenue and north of 26th Street, West End North Addition, Tract D1.
8. 6. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0145, for Zone Case 2904-H, a request of Ingenium Civil Engineering, Inc. for Inn of South Plains, LLC, for a zone change from Interstate Highway Commercial District (IHC), Commercial District (C-4), and Multi-Family District (R-3) to IHC, at 301, 303, 305, 307, 309, 311, and 313 Avenue R and 302, 304, 306, and 310 Avenue Q, located north of Marsha Sharp Freeway and west of Avenue Q, Roberts & McWhorter Addition, Block 3, Lot 1 and part of Lot 2, and Tracts A-C and the north part of Tract D, and Dodson Addition, Block 3, Lots 1-5, and the south 16 feet of Lot 6.
8. 7. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0136, for Zone Case 2904-I, a request of Stough Real Estate Holdings, LLC for Isom E34, LLC, for a zone change from General Retail District (C-3) and Interstate Highway Commercial District (IHC) to Interstate Highway Commercial District (IHC) with a Specific Use for a Blood Bank and Blood Plasma Center, at 5120 34th Street, located east of Slide Road and north of 34th Street, Eckerd Addition, Tract A, less 3,585 square feet of right-of-way.
8. 8. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0137, for Zone Case 3135-B, a request of Westar Commercial Realty for TopHat Operators, LLC, for a zone change from General Retail District (C-3) to Commercial District (C-4) Specific Use for a bar at 11824 Indiana Avenue, Suites #400 and #500, located west of Indiana Avenue and south of 118th Street, Cooper Plaza Addition, Tract C.
8. 9. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0138, for Zone Case 3257-M, a request of Hugo Reed and Associates, Inc. for 1585 Development, LLC and Rocket Partners I, LLC, for a zone change from Single-Family District (R-1) Specific Use to Single-Family District (R-1) with a Specific Use for Townhomes, generally located south of 137th Street and west of Elgin Avenue, on 3.4 acres of unplatted land out of Block AK, Section 1.
8. 10. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0139, for Zone Case 3308-D, a request of AMD Engineering, LLC for Dreambuilt Homes, Inc., Bushland Springs, LLC, Bo Properties, and HomeMakers Building Group, LLC, for a zone change from Single Family District (R-1) to Single Family District with Reduced Setbacks (R-1A), at 7211 through 7224 23rd Street, located east of Upland Avenue on the north and south sides of 23rd Street, Bushland Springs Addition, Lots 245-258, and 1.48 acres of unplatted land out of Block AK, Section 43, located at the northeast corner of Upland Avenue and 26th Street.

8. 11. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0140, for Zone Case 3443, a request of Dr. Piyush Mittal and Greg Garrett for JKLM Investments, for a zone change from Restricted Local Retail District (C-2A) to Local Retail District (C-2), at 10301 Indiana Avenue, located east of Indiana Avenue and south of 103rd Street, on 0.8193 acres of unplatted land out of Block E2, Section 19.
8. 12. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0141, for Zone Case 3444, a request of AMD Engineering, LLC for Escondido Lubbock, LLC, for a zone change from Transition District (T) to Two-Family District (R-2), at 5802 Upland Avenue, located west of Upland Avenue and south of 58th Street on 32.63 acres of unplatted land out of Block AK, Section 34.
8. 13. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0142, for Zone Case 3445, a request of Hugo Reed and Associates, Inc. for Lubbock Economic Development Alliance, for a zone change from Transition District (T) to Heavy Manufacturing District (M-2), located east of East Loop 289 and south of 4th Street on 407.3 acres of unplatted land out of Block O, Section 6.
8. 14. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0146, for Zone Case 3447, a request of AMD Engineering, LLC for NWP EB-5 Project, LLC, for a zone change from Single-Family District (R-1) to General Retail District (C-3) with a Specific Use for a Self-Storage Facility, generally located east of Frankford Avenue and south of Princeton Street, on 4.21 acres of unplatted land out of Block JS, Section 6.
8. 15. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0143, for Zone Case 3446, a request of AMD Engineering, LLC for NWP EB-5 Project, LLC, for a zone change from Single-Family District (R-1) to Two-Family District (R-2) and High-Density Apartment District (A-2), at 5601 Ursuline Street, located south of Ursuline Street and east of Frankford Avenue, on 134.45 acres of unplatted land out of Block JS, Section 6.
8. 16. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0147, amending Chapter 40 “Zoning” of the City of Lubbock Code of Ordinances, amending Section 40.01.003 “Definitions” to add a definition for “Office/Warehouse”; amending Division 15 “C-3 General Retail District” to update General Provisions and Permitted Uses; and amending Section 40.03.2233 “C-4 Permitted Uses” to add “Office/Warehouse”, setting forth regulations for outside storage in the “Office/Warehouse” use.
8. 17. **Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provisions of the City of Lubbock Ordinance No. 2009-O0060, at 3314 4th Street, for an alcoholic beverage permit for Everest Mart.
8. 18. **Resolution - Business Development:** Consider a resolution approving the method of assessment classification for the Northwest Passage Public Improvement District, and calling for a public hearing on October 26, 2021.



Regular City Council Meeting

3. 3.

Meeting Date: 10/12/2021

Information

Agenda Item

Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Building Board of Appeals, Health/Educational Facilities Development Corporation Board of Directors, LECD Board of Directors, Planning and Zoning Commission, Urban Design/Historic Preservation Commission, and the Water Board of Appeals.

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.



Regular City Council Meeting

6. 1.

Meeting Date: 10/12/2021

Information

Agenda Item

July 20, 2021 Special City Council Meeting - Transportation Policy Committee
August 25, 2021 Special City Council Meeting - Lubbock Economic Development Alliance
September 14, 2021 Regular City Council Meeting

Item Summary

Minutes:

July 20, 2021 Special City Council Meeting - Transportation Policy Committee
August 25, 2021 Special City Council Meeting - Lubbock Economic Development Alliance
September 14, 2021 Regular City Council Meeting

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

7.20.2021 S LMPO
8.25.2021 S LEDA
9.14.2021

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
July 20, 2021
8:30 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 20th of July, 2021, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 8:30 a.m.

8:37 A.M. CITY COUNCIL CONVENED

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

Present: Mayor Daniel M. Pope; Mayor Pro Tem Steve Massengale; Council Member Jeff Griffith; Council Member Shelia Patterson Harris; City Manager W. Jarrett Atkinson; City Secretary Rebecca Garza

Absent: Council Member Juan A. Chadis; Council Member Randy Christian; Council Member Latrelle Joy; City Attorney Chad Weaver

This was a meeting of the Lubbock Metropolitan Planning Organization's Transportation Policy Committee. A quorum of Council Members attended and participated in discussions during the meeting in which the Committee considered the following topics as shown below. Members of the Committee, in attendance, were: Chair Curtis Parrish, Shelia Patterson Harris, Jeff Griffith, Chad Seay, Chris Mandrell, Daniel M. Pope, and Jarrett Atkinson.

Note: The Transportation Policy Committee addressed agenda items in the following order:

- *1.4-1.9.8*
- *No quorum, of City Council, was present for all other items.*

1. REGULAR SESSION

1. 1. Safety Procedures

***This item was deleted.**

1. 2. Public Comment Period/Acknowledgment of Guest of the Transportation Policy Committee.

***This item was deleted.**

1. 3. The Committee will approve the minutes from the Transportation Policy Committee meeting of June 15, 2021.

***This item was deleted.**

1. 4. The Committee will conduct a public meeting to receive comments on the proposed FY 2022 amendment of the Lubbock Metropolitan Planning Organization's Public Participation Plan. No action will be taken by the Committee or City Council.

David Jones, executive director of the Lubbock Metropolitan Planning Organization, gave comments and answered questions from the Committee.

Chair Curtis Parrish opened the public comment period at 8:37 a.m.

No one appeared to speak on this item.

Chair Curtis Parrish closed the public comment period at 8:38 a.m.

1. 5. Discuss and the Committee will take appropriate action regarding Resolution 2021-11 adopting adjusted Pavement and Bridge Performance Measures (PM-2).

David Jones, executive director of the Lubbock Metropolitan Planning Organization, gave a presentation and answered questions from the Committee.

Motion by Daniel M. Pope, seconded by Jarrett Atkinson, to approve Resolution 2021-11.

Vote: 7-0 motion carried by the Committee

1. 6. Discuss and the Committee will take appropriate action regarding Resolution 2021-12 adopting adjusted System Performance Measures (PM-3).

David Jones, executive director of the Lubbock Metropolitan Planning Organization, gave a presentation and answered questions from the Committee.

Motion by Jeff Griffith, seconded by Chad Seay, to approve Resolution 2021-12.

Vote: 7-0 Motion carried by the Committee

1. 7. Discuss and the Committee will take appropriate action regarding Resolution 2021-13 adopting amended Bylaws for the Lubbock Metropolitan Planning Organization.

David Jones, executive director of the Lubbock Metropolitan Planning Organization, gave a presentation and answered questions from the Committee. Matt Wade, with Underwood Law Firm, gave comments and answered questions from the Committee.

Motion by Shelia Patterson Harris, seconded by Chad Seay, to approve Resolution 2021-13.

Vote: 7-0 Motion carried by the Committee

1. 8. Discuss and the Committee will take appropriate action regarding the unexpired term of the Vice Chair to October 2022.

Chair Curtis Parrish opened the floor for nominations to the unexpired term of Vice Chair.

Daniel M. Pope nominated Shelia Patterson Harris for the unexpired term of Vice Chair.

No other nominations were made.

Motion by Daniel M. Pope, seconded by Chad Seay, to appoint Shelia Patterson Harris to the position of Vice Chair.

Vote: 7-0 Motion carried by the Committee.

1. 9. Reports

1. 9. 1. Report on the City of Lubbock street bond proposal.

David Jones, executive director of the Lubbock Metropolitan Planning Organization, gave comments and answered questions from the Committee. Wood Franklin, division director of public works for the City of Lubbock, gave a presentation and answered questions from the Committee.

1. 9. 2. Interstate 27 extension news.

David Jones, executive director of the Lubbock Metropolitan Planning Organization, gave comments and answered questions from the Committee. Duffy Hinkle, vice president of the Ports to Plains Alliance, gave a presentation and answered questions from the Committee.

1. 9. 3. Quarterly report on TIP projects.

David Jones, executive director of the Lubbock Metropolitan Planning Organization, gave comments and answered questions from the Committee. Jeremy Dearing, director of transportation operations for the TxDOT Lubbock District, gave a presentation on transportation improvement program projects and answered questions from the Committee.

1. 9. 4. Quarterly report on TSMO activities.

Jeremy Dearing, director of transportation operations for the TxDOT Lubbock District, gave a presentation on transportation systems management & operations and answered questions from the Committee.

1. 9. 5. Shop early for Christmas/shipping dashboard.

David Jones, executive director of the Lubbock Metropolitan Planning Organization, gave comments and answered questions from the Committee.

1. 9. 6. Congress likely to “kick the can down the road” again.

David Jones, executive director of the Lubbock Metropolitan Planning Organization, gave comments and answered questions from the Committee.

- 1. 9. 7.** North Houston Highway Improvement Project halted for Environmental Justice and Civil Rights concerns.

David Jones, executive director of the Lubbock Metropolitan Planning Organization, gave comments and answered questions from the Committee.

- 1. 9. 8.** Monthly financial report.

David Jones, executive director of the Lubbock Metropolitan Planning Organization, gave comments and answered questions from the Committee.

9:40 A.M. CITY COUNCIL ADJOURNED

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

The July 20, 2021 Special City Council Meeting minutes were approved by the City Council on the 12th day of October, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

***This item was discussed, by the Board, without a quorum of Council Members present.**

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
August 25, 2021
8:30 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 25th of August, 2021, at the Wells Fargo Center, 1500 Broadway, 5th Floor, Suite 501, Lubbock, Texas, and via video conference and teleconference at 8:30 a.m.

8:34 A.M. CITY COUNCIL CONVENED

Wells Fargo Center, 1500 Broadway, 5th Floor, Suite 501, Lubbock, Texas, and via video conference and teleconference

Present: Mayor Daniel M. Pope; Mayor Pro Tem Steve Massengale; Council Member Randy Christian; Council Member Latrelle Joy; Council Member Shelia Patterson Harris; City Manager W. Jarrett Atkinson; Assistant City Attorney Kelli Leisure; Vital Statistics Manager Jennifer Clements

Council Members Randy Christian and Shelia Patterson Harris attended via video conference.

Absent: Council Member Juan A. Chadis; Council Member Jeff Griffith

This was a meeting of the Lubbock Economic Development Alliance (LEDA) Board of Directors. A quorum of Council Members attended and participated in discussions during the meeting in which the board considered the following topics as shown below:

Note: The Lubbock Economic Development Alliance, Inc. (LEDA) Board of Directors addressed agenda items in the following order:

- *1.1; Executive Session*
- *No quorum, of the City Council, was present for all other items.*

1. MINUTES

1. 1. The Board will approve the Minutes of the LEDA Board of Directors Meeting of July 28, 2021.

Motion by Matt Bumstead, seconded by Brett Cate, to approve the minutes of the LEDA Board of Directors Meeting of July 28, 2021.

Vote: 8-0 Motion carried by the Board.

Other: Suzann Kirby (ABSENT)

2. EXECUTIVE SESSION

This meeting was called into a closed session at 9:15 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 9:58 a.m. and was adjourned.

2. 1. Hold an executive session in accordance with Texas Government Code Section 551.087 to (1) discuss or deliberate in regard to commercial or financial information that LEDA has received from business prospects seeking to locate, stay or expand, in the Lubbock area, or, (2) to deliberate the offer of a financial or other incentive to business prospects described in (1) above. This will include the project and goals update, and monthly activity reports of Kenny McKay, Director of Business Retention, Carolyn Rowley of Director of Business Recruitment & Innovation, and reports related to financial, budget, audit reports, and matters related to the Lubbock Business Park, Lubbock Rail Port, and neighboring property and workforce/training projects. Others may also participate in this report including but not limited to, John Osborne, Jana Johnston, Christine Allen, Katherine White, Katy Christy, Jorge Quirino, Rusty Smith, Andrew Sorrells, Chris Rankin, Mayor Dan Pope, Jarrett Atkinson, City Manager, members of City Council and Brianna Gerardi, Director of Business Development with the City of Lubbock.
2. 2. Hold an executive session in accordance with Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease or value of real property.
2. 3. Hold an executive session in accordance with Texas Government Code Section 551.071 to discuss legal matters.
2. 4. Hold an executive session in accordance with Texas Government Code Section 551.074 to deliberate the appointment, employment, goals, compensation, evaluation, reassignment of duties, discipline or dismissal of employee(s) or to hear a complaint or charge against an employee(s).

3. REGULAR SESSION

3. 1. The Board will consider a resolution to approve the July 2021 LEDA Financial Report.

***This item was deleted.**

3. 2. Presentation of project update and monthly activity reports for Workforce Development.

***This item was deleted.**

3. 3. Presentation of project update and monthly reports of Marketing & Communication activities.

***This item was deleted.**

3. 4. The Board will consider resolutions to approve Marketing and Advertising Proposals with Madden Media for promoting Lubbock, our local businesses, future businesses and talented workforce.

***This item was deleted.**

3. 4. 1. Business is Better

***This item was deleted.**

3. 4. 2. Return2LBK

***This item was deleted.**

3. 5. The Board will consider action, if needed, including the adoption of resolutions, to offer financial and other incentives to business prospects or other matters considered in Executive Session and ratification of performance agreements that have been approved by the Board.

***This item was deleted.**

3. 5. 1. Performance Agreement for Project Basil

***This item was deleted.**

3. 6. Discussion and the Board will consider action, if needed, on matters relating to properties owned by LEDA including the Lubbock Business Park, Lubbock Rail Port and active projects, including but not limited to plans for current and possible future uses of the land, zoning, platting, mapping, marketing, services and utilities to and from the properties, and any other matters related to the possible uses of the land. This discussion and possible action on matters involving the properties may include but be limited to the following items:

***This item was deleted.**

3. 6. 1. Discuss and the Board will consider action, if needed, on property to be used for future economic development opportunities.

***This item was deleted.**

3. 6. 2. Update on the progress of the properties and any matters related to contractors and/or contracts.

***This item was deleted.**

3. 6. 3. Discuss the current status of the plans for developing the parks.

***This item was deleted.**

3. 6. 4. Discuss the current status of efforts to use the properties by businesses.

***This item was deleted.**

3. 6. 5. Discussion and the Board will consider action, if needed, on possible financing options for improvements to the properties.

***This item was deleted.**

3. 6. 6. Discussion and the Board will consider action, if needed, on proposed future development of the properties with construction and engineering projects and related contracts, regarding projects and the development at LEDA properties.

***This item was deleted.**

3. 7. Architectural Review Committee Report

***This item was deleted.**

3. 8. CEO Report

***This item was deleted.**

3. 8. 1. Review LEDA Dashboard

***This item was deleted.**

3. 8. 2. Employment Data Update

***This item was deleted.**

3. 9. Chairman's Report

***This item was deleted.**

9:58 A.M. CITY COUNCIL ADJOURNED

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

The August 25, 2021 Special City Council Meeting minutes were approved by the City Council on the 12th day of October, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

***This item was discussed, by the Board, without a quorum of Council Members present.**

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
September 14, 2021
1:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 14th of September, 2021, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 1:00 p.m.

1:07 P.M. CITY COUNCIL CONVENED

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

Present: Mayor Daniel M. Pope; Mayor Pro Tem Steve Massengale; Council Member Randy Christian; Council Member Jeff Griffith; Council Member Latrelle Joy; Council Member Shelia Patterson Harris; City Manager W. Jarrett Atkinson; City Secretary Rebecca Garza; City Attorney Chad Weaver

Absent: Council Member Juan A. Chadis

Note: City Council addressed agenda items in the following order:

- *Citizen Comments 1; 2.1-2.3; Executive Session; 4.1-4.4; Citizen Comments 5; 6.1; 7.1-7.21; 7.23-7.32; 7.41-7.44; 7.33-7.40; 8.1-8.22.*
- *Item No. 7.22 was deleted.*

- 1. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in person before the meeting of the City Council, regarding Item 2.1 on the Work Session Agenda, shall complete the sign-up form provided at the meeting, no later than 1:00 p.m. Citizen Comments is an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.**

No one appeared to speak.

2. Hear and discuss presentations regarding the following and provide guidance to staff as appropriate.
 2. 1. Presentation and discussion of the Proposed FY 2021-22 Operating Budget and Capital Program, and discuss all funds of the City, including but not limited to General Fund, Debt Service Fund, Internal Services, Enterprise Funds, Special Revenue Funds, Component Units, Related Entities, Debt and Debt Obligations, Capital Improvement Program, and related and associated items; and take action to direct the City Manager to make changes to said Budget.

Jarrett Atkinson, city manager, gave a presentation and answered questions from City Council on the Proposed FY 2021-22 Operating Budget and Capital Program. Discussion included, but was not limited to: the Comprehensive Fiscal Impact Analysis, consumption taxes, City of Lubbock

membership in the Tree City USA Program, and sales tax.

2. 2. Texas Property Assessed Clean Energy (Tx-PACE) Program Overview

Brianna Gerardi, business development director, introduced the item, gave comments, and answered questions from City Council. Charlene Heydinger, president of the Texas PACE Authority, gave a presentation on the Texas Property Assessed Clean Energy (TX-PACE) Program and answered questions from City Council. Topics discussed included: an overview of the PACE Program, qualifications, current participants and statistics, and the benefits of participation in the PACE Program.

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

2. 3. Lubbock Book Festival

Stacy McKenzie, director of library services, gave a presentation on the 2021 Lubbock Book Festival and answered questions from City Council. The 2021 Lubbock Book Festival will include the Prologue Party, scheduled for September 24, 2021, from 7:00 p.m. to 9:00 p.m., at the Frazier Alumni Pavilion; and the Book Festival, scheduled for September 25, 2021, from 9:00 a.m. to 6:00 p.m., and September 26, 2021, from 1:00 p.m. to 5:00 p.m., at Mahon Library. Ms. McKenzie also introduced Julie Laughlin and Elizabeth Laughlin, with Literacy Lubbock; and K.J. Waters, president-elect of the Caprock Writers Alliance. All are Lubbock Book Festival Committee partners and were in attendance during the presentation.

At the completion of the Work Session, City Council recessed into Executive Session.

3. Executive Session

The meeting recessed at 2:09 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 4:47 p.m., and the meeting was called to order at 5:14 p.m.

3. 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.

3. 1. 1. Texas Department of Transportation (TxDOT) Turnover Program

3. 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.

3. 2. 1. Texas Department of Transportation (TxDOT) Turnover Program

3. 3. 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:

- 3.3. 1. City Attorney
- 3.3. 2. City Manager
- 3.3. 3. City Secretary
- 3.4. 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 of Directors, Lubbock Central Appraisal District Board of Directors, LECD Board of Directors, Lubbock Reese Redevelopment Authority Board of Directors, Planning and Zoning Commission, Urban Design/Historic Preservation Commission, and the Water Board of Appeals.
- 3.5. Hold an executive session in accordance with Texas Government Code, Section 551.076 to discuss or deliberate the deployment, or specific occasions for implementation, of security personnel or devices; or a security audit.

4:30 p.m. - City Council reconvenes in Open Session in City Council Chambers.

City Council reconvened at 4:47 p.m.

4. Ceremonial Items

4.1. Invocation

Senior Minister Paul Carpenter, First Christian Church, led the invocation.

4.2. Pledges of Allegiance

Pledges of Allegiance, to the United States and Texas Flags, were led by Mayor Pro Tem Steve Massengale.

4.3. Proclamations and Presentations

4.3. 1. Presentation of a Special Recognition to Fiestas del Llano, Inc. in recognition of El Diez y Seis de Septiembre – known as Mexican Independence Day, and National Hispanic Heritage Month.

Mayor Daniel M. Pope presented a special recognition to Fiestas del Llano, Inc. in recognition of El Diez y Seis de Septiembre, known as Mexican Independence Day, and National Hispanic Heritage Month. Zenaida Aguero-Reyes, chair of the Fiestas del Llano Board, gave comments, thanked City Council for their continued support, and invited all Lubbock residents to attend the Mexican Independence Day Parade on Saturday,

September 18, 2021, beginning at 10:00 a.m.; and the celebrations to be held at Our Lady of Guadalupe Church on Saturday, September 18, 2021, beginning at 5:00 p.m., and Sunday, September 19, 2021, from 9:00 a.m. to 8:00 p.m. Additionally, a mariachi band and a youth dance group performed a song and a dance for City Council and those in attendance.

4.3. 2. Staff Recognitions: Communications & Marketing Team

Jarrett Atkinson, city manager, presented a special recognition to the City of Lubbock's Communications & Marketing Team in recognition of their three 2021 TAMI Awards from the Texas Association of Municipal Information Officers (TAMIO). The Communications & Marketing Team received an Award of Excellence for COVID-19 External Communication with the COVID-19 Vaccine Campaign; an Award of Honor for a Special or One Time Program with the "Beau, Our Trash Truck Super Hero" video; and a TAMI Award for Best Use of Social Media (Unplanned) which took place during the January 9-12, 2021, winter weather event.

4.4. Board Recognitions: Presented by Mayor Pro Tem Steve Massengale

Quincy Park Public Improvement District Advisory Board

Shelley Lee (unable to attend)

Upland Crossing Public Improvement District Advisory Board

Chris Berry (unable to attend)

Trey Benton (unable to attend)

Zach Tollett

Mike Snyder

Austin Lear

Valencia Public Improvement District Advisory Board

Jonathan Jackson (unable to attend)

Call to Order

The meeting was called to order at 5:14 p.m.

- 5. 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 5:00 p.m. on September 14, 2021. Citizen Comments is an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.**

No one appeared to speak.

6. Minutes

6. 1. July 20, 2021 Special City Council Meeting - Electric Utility Board
July 28, 2021 Special City Council Meeting - Lubbock Economic Development Alliance
August 9, 2021 Special City Council Meeting - LPD East Patrol Division Ribbon Cutting
August 10, 2021 Regular City Council Meeting

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Steve Massengale to approve the July 20, 2021 Special City Council Meeting - Electric Utility Board minutes; the July 28, 2021 Special City Council Meeting - Lubbock Economic Development Alliance minutes; the August 9, 2021 Special City Council Meeting - LPD East Patrol Division Ribbon Cutting minutes; and the August 10, 2021 Regular City Council Meeting minutes.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

7. **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 Steve Massengale, seconded by Council Member Randy Christian to approve items 7.1-7.21; 7.23-7.32; and 7.41-7.44.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

7. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2021-O0105, Amendment 42, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund Capital to amend Capital Improvement Project 8633 Comprehensive Plan Implementation; respecting the General Fund Operating to appropriate additional revenue for payment in lieu of Taxes (PILOT), from the LP&L Fund and for franchise fees from the LP&L Fund, and to appropriate additional transfer to General Fund Capital and transfer to Gateway Fund; and respecting the Gateway Fund to appropriate additional transfer revenue from the General Fund; providing for filing; and providing for a savings clause.
7. 1. 1. **Resolution - Planning:** Resolution No. 2021-R0329 authorizing the Mayor to execute Amendment No. 2 to Contract 14462, with Kendig Keast Collaborative, Inc., for development of a Unified Development Code.
7. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2021-O0129, Amendment 43, amending the FY 2020-21 Budget for municipal purposes respecting the Lake Alan Henry Fund, Health Benefits Fund, the Storm Water Operating and Capital Funds to establish Capital Improvement Project 8667 Flood Protection Study, and the Grant Fund; to accept and appropriate funding from the U.S. Department of Transportation Federal Aviation Administration for the Airport Rescue Grant; providing for filing; and providing for a savings clause.

7. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2021-O0130, Amendment 44, amending the FY 2020-21 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services.
7. 4. **Ordinance 2nd Reading - Finance:** Ordinance No. 2021-O0107, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton Public Improvement District (PID); approving, adopting, and filing with the City Secretary the assessment roll; levying 2021 assessments for the cost of certain services and improvements to be provided in the district during FY 2021-22; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.
7. 5. **Ordinance 2nd Reading - Finance:** Ordinance No. 2021-O0108, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point Public Improvement District (PID); approving, adopting, and filing with the City Secretary the assessment roll; levying 2021 assessments for the cost of certain services and improvements to be provided in the district during FY 2021-22; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.
7. 6. **Ordinance 2nd Reading - Finance:** Ordinance No. 2021-O0109, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park Public Improvement District (PID); approving, adopting, and filing with the City Secretary the assessment roll; levying 2021 assessments for the cost of certain services and improvements to be provided in the district during FY 2021-22; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.
7. 7. **Ordinance 2nd Reading - Finance:** Ordinance No. 2021-O0110, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia Public Improvement District (PID); approving, adopting, and filing with the City Secretary the assessment roll; levying 2021 assessments for the cost of certain services and improvements to be provided in the district during FY 2021-22; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.
7. 8. **Ordinance 2nd Reading - Finance:** Ordinance No. 2021-O0111, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Bell Farms Public Improvement District (PID); approving, adopting, and filing with the City Secretary the assessment roll; levying 2021 assessments for the cost of certain services and improvements to be provided in the district during FY 2021-22; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

7. 9. **Ordinance 2nd Reading - Finance:** Ordinance No. 2021-00112, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Upland Crossing Public Improvement District (PID); approving, adopting, and filing with the City Secretary the assessment roll; levying 2021 assessments for the cost of certain services and improvements to be provided in the district during FY 2021-22; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.
7. 10. **Ordinance 2nd Reading - Finance:** Ordinance No. 2021-00106, the Fourteenth Supplemental Ordinance, updating the Vintage Township Public Improvement District Service and Assessment Plan and Assessment Roll.
7. 11. **Resolution - Finance:** Resolution No. 2021-R0330 authorizing the approval of the Lubbock Emergency Communication District Budget for Fiscal Year 2021-22.
7. 12. **Resolution - Risk Management:** Resolution No. 2021-R0331 authorizing and directing the City Manager, for and on behalf of the City of Lubbock, to purchase property insurance coverage with insurers as yet to be determined, for which the premium shall not exceed a rate of \$0.2596 per \$100 of valuation.
7. 13. **Resolution - Risk Management:** Resolution No. 2021-R0332 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, property terrorism insurance coverage from Lloyd's of London, for which the premium amount shall not exceed a rate of \$0.0027 per \$100 valuation.
7. 14. **Resolution - Risk Management:** Resolution No. 2021-R0333 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, boiler and machinery insurance coverage from Liberty Mutual Fire Insurance Company, for which the premium amount shall not exceed a rate of \$0.0039 per \$100 equipment valuation.
7. 15. **Resolutions - Risk Management:** Resolution No. 2021-R0334 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, inland marine insurance coverage from Travelers Lloyd's Insurance Company, for which the premium amount shall not exceed \$17,584; pipeline liability insurance coverage from Federal Insurance Company, for which the premium amount shall not exceed \$5,150; crime insurance coverage from Travelers Casualty & Surety Company of America, for which the premium amount shall not exceed \$7,577; and drones hull and liability coverage from Global Aerospace, Inc., for which the premium shall not exceed \$4,552.
7. 16. **Resolution - Risk Management:** Resolution No. 2021-R0335 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, airport and non-owned aircraft liability insurance coverage from Ace Property and Casualty Insurance Company, for which the premium amount shall not exceed \$30,810.

7. 17. **Resolution - Risk Management:** Resolution No. 2021-R0336 authorizing and directing the City Manager to purchase for and on behalf of the City of Lubbock, workers' compensation coverage from Texas Municipal League Intergovernmental Risk Pool, for which the total amount shall not exceed \$1,619,534.66.
7. 18. **Resolution - Risk Management:** Resolution No. 2021-R0337 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, property insurance from Zurich American Insurance Company for the John T. Montford Dam, for a total premium in an amount not to exceed \$163,072.
7. 19. **Resolution - Risk Management:** Resolution No. 2021-R0338 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, package liability insurance coverage from Gemini Insurance Company, for which the premium amount shall not exceed \$670,649.13.
7. 20. **Resolution - Risk Management:** Resolution No. 2021-R0339 authorizing and directing the City Manager to purchase for and on behalf of the City of Lubbock, excess liability insurance coverage from Old Republic Union Insurance Company, for which the premium amount shall not exceed \$867,995.19.
7. 21. **Resolution - Risk Management:** Resolution No. 2021-R0340 authorizing and directing the City Manager to purchase for and on behalf of Lubbock Power and Light, the City's municipal electric utility, property insurance coverage to include boiler and machinery with the insurers as yet to be determined, for which the premium shall not exceed a rate of \$0.5557 per \$100.
7. 22. **Resolution - Risk Management:** Consider a resolution authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, coverage from a carrier as yet to be determined, for which the premium amount shall not exceed \$114,393.
- This item was deleted.**
7. 23. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2021-O0128, abandoning and closing portions of 7th, 8th, 9th, and 10th Streets and portions of alleys located in Blocks 63, 79, and 95, Original Town of Lubbock, Lubbock County, Texas.
7. 24. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2021-O0131, abandoning and closing an Underground Water Line Easement on Lot 45-C, Northridge Addition, located at 3106 Canyon Road, Lubbock County, Texas.
7. 25. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2021-O0132, abandoning and closing a portion of a Drainage Easement, located in Section 1, Block AK, Viridian Addition, Lubbock County, Texas.
7. 26. **Resolution - Right-of-Way:** Resolution No. 2021-R0341 authorizing the Mayor to execute a Street Use License, with Miguels Holdings LLC, to locate a business sign within the street right-of-way at 2002 Broadway.

7. 27. **Resolution - Right-of-Way:** Resolution No. 2021-R0342 authorizing the Mayor to accept, on behalf of the City of Lubbock, a Street and Public Use Dedication Deed, out of Section 31, Block AK, Lubbock County, Texas, to be utilized for the Upland Avenue Roadway Expansion Project.
7. 28. **Resolution - Engineering:** Resolution No. 2021-R0343 authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract 14868, with Provenance Engineering, LLC, for professional engineering services associated with the construction of the Lift Station 31 Force Main Rehabilitation Project.
7. 29. **Resolution - Engineering:** Resolution No. 2021-R0344 authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract 15089, with Kimley-Horn and Associates, Inc., for professional engineering services for the design of the 114th Street Reconstruction Project from Slide Road to Quaker Avenue.
7. 30. **Resolution - Gateway Streets:** Resolution No. 2021-R0345 amending the Gateway Street Projects Fund to expand the qualifying roadway projects for Arterial Roadways in order to enlarge existing roadways to increase capacity, to rebuild existing roadways to improve safety, or to construct new roadways on unimproved Arterial sections.
7. 31. **Resolution - Water Utilities:** Resolution No. 2021-R0346 authorizing the Mayor to execute a pipeline easement agreement, by and between the City of Lubbock and the Lake Alan Henry Water District, in connection with certain property in Garza County, Texas.
7. 32. **Resolution - Water Operations:** Resolution No. 2021-R0347 authorizing the Mayor to execute Contract 15905, with Brenntag Southwest, Inc., for the purchase of hydrochloric acid for the North and South Water Treatment Plants.
7. 33. **Resolution - Solid Waste:** Resolution No. 2021-R0352 authorizing the Mayor to execute an Interlocal Cooperation Contract, with Texas Tech University (TTU), to provide a recycling drop-off location on the TTU Campus.

Brenda Haney, director of solid waste, gave a presentation and answered questions from City Council.

Motion by Council Member Jeff Griffith, seconded by Council Member Latrelle Joy to approve Resolution No. 2021-R0352.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

- 7. 34. Resolution - Public Health Services:** Resolution No. 2021-R0353 ratifying the acts of the Mayor in executing Amendment No. 1 to Contract HHS000779500001 and all related documents, by and between the City of Lubbock and the Texas Health and Human Services Commission, under the Substance Use Disorder Treatment Program, to provide funding to support the administration and oversight of substance use disorder treatment services in the community.

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

Motion by Council Member Randy Christian, seconded by Mayor Pro Tem Steve Massengale to approve Resolution No. 2021-R0353.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

- 7. 35. Resolution - Public Health Services:** Resolution No. 2021-R0354 ratifying the acts of the Mayor in executing Amendment No. 1 to Contract HHS000779500002 and all related documents, by and between the City of Lubbock and the Texas Health and Human Services Commission, under the Substance Use Disorder Treatment Program, to provide funding to support the treatment of substance use disorders in adults in the community.

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

Motion by Council Member Randy Christian, seconded by Mayor Pro Tem Steve Massengale to approve Resolution No. 2021-R0354.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

- 7. 36. Resolution - Public Health Services:** Resolution No. 2021-R0355 ratifying the acts of the Mayor in executing Amendment No. 1 to Contract HHS000790500005 and all related documents, by and between the City of Lubbock and the Texas Health and Human Services Commission, under the Substance Use Disorder Treatment Program, to provide funding to support treatment services for co-occurring psychiatric and substance use disorders.

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

Motion by Council Member Randy Christian, seconded by Mayor Pro Tem Steve Massengale to approve Resolution No. 2021-R0355.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

7. 37. **Resolution - Public Health Services:** Resolution No. 2021-R0356 ratifying the acts of the Mayor in executing Amendment No. 1 to Contract HHS000779500003 and all related documents, by and between the City of Lubbock and the Texas Health and Human Services Commission, under the Substance Use Disorder Treatment Program, to provide funding to support the treatment of substance use disorders in youth in the community.

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

Motion by Council Member Randy Christian, seconded by Mayor Pro Tem Steve Massengale to approve Resolution No. 2021-R0356.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

7. 38. **Resolution - Public Health Services:** Resolution No. 2021-R0357 ratifying the acts of the Mayor in executing Amendment No. 1 to Contract HHS000779500004 and all related documents, by and between the City of Lubbock and the Texas Health and Human Services Commission, under the Substance Use Disorder Treatment Program, to provide funding to support the provision of substance use disorder treatment services for pregnant women and women with dependent children.

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

Motion by Council Member Randy Christian, seconded by Mayor Pro Tem Steve Massengale to approve Resolution No. 2021-R0357.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

7. 39. **Resolution - Public Health Services:** Resolution No. 2021-R0358 authorizing the Mayor to execute a StarCare Specialty Health System Memorandum of Understanding - Outreach, Screening, Assessment, and Referral, by and between the City of Lubbock through the City of Lubbock Health Department, and StarCare Specialty Health System, to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention, and treatment services within the community.

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

Motion by Council Member Randy Christian, seconded by Mayor Pro Tem Steve Massengale to approve Resolution No. 2021-R0358.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

- 7. 40. Resolution - Public Health Services:** Resolution No. 2021-R0359 authorizing the Mayor to execute a StarCare Specialty Health System Memorandum of Understanding - Parenting Awareness & Drug Risk Education Program (PADRE), by and between the City of Lubbock through the City of Lubbock Health Department, and StarCare Specialty Health System, to participate in an interagency collaborative effort to provide community-based, intervention services to parents and expectant parents with substance use disorders, or who are at risk of developing substance use disorders.

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

Motion by Council Member Randy Christian, seconded by Mayor Pro Tem Steve Massengale to approve Resolution No. 2021-R0359.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

- 7. 41. Resolution - Human Resources:** Resolution No. 2021-R0348 authorizing the Mayor to execute the First Amendment to Administrative Services Agreement 13582, by and between the City of Lubbock and ConnectYourCare, LLC, to include administrative services for the Health Reimbursement Arrangement for Medicare-eligible retirees.
- 7. 42. Resolution - Municipal Court:** Resolution No. 2021-R0349 authorizing the Mayor to execute a renewal of the Interlocal Agreement for Specialized Treatment and Rehabilitation Program, between the City of Lubbock, Lubbock County, and the Lubbock Independent School District, for Fiscal Year 2021-22.
- 7. 43. Resolution - Information Technology:** Resolution No. 2021-R0350 authorizing the Mayor to execute Purchase Order 33001534, with Microsoft Corporation, for the Enterprise Support Services Agreement to maintain Microsoft products and applications.
- 7. 44. Resolution - City Manager:** Resolution No. 2021-R0351 authorizing the Mayor to accept a Special Warranty Deed from Rocket Partners I, LLC, for 2.401 acres in Section 1, Block AK, Lubbock County, located east of Indiana Avenue and south of 140th Street, for the construction of Fire Station No. 20.

- 8. Regular Agenda**

- 8. 1. Ordinance 2nd Reading - Finance:** Ordinance No. 2021-00126 approving and adopting a budget for Fiscal Year 2021-22; approving summary of estimated and forecasted revenues, appropriations, and use of excess reserves for all funds of the city; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by City Manager if necessary; re-appropriation of balances which support authorized obligations or encumbered; providing for filing of Adopted Budget; establishing civil service classifications and positions; appropriating funds for the Fiscal Year 2021-22 Operating Budget and Capital Program of the City of Lubbock; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan and positions; approving personnel; amending Section 22.03.084 of the Code of Ordinances of the City of Lubbock by revising the water base rate fees as contained therein; amending Section 22.03.085 of the Code of Ordinances of the City of Lubbock by establishing an industrial volume rate class as contained therein; amending Section 22.03.090(a) of the Code of Ordinances of the City of Lubbock by revising the water service (water tap) connection fees as contained therein; amending Section 22.04.041(a) of the Code of Ordinances of the City of Lubbock by revising the wastewater base rate fees as contained therein; amending Section 22.04.045(a) of the Code of Ordinances of the City of Lubbock by revising the sewer service connection fees as contained therein; amending Section 22.04.174 of the Code of Ordinances of the City of Lubbock by revising language on septic tank emptying as contained therein; amending Section 22.06.051 of the Code of Ordinances of the City of Lubbock by revising the solid waste landfill service fees as contained therein; amending Section 22.06.185(a) of the Code of Ordinances of the City of Lubbock by revising the solid waste collections service fees as contained therein; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation; finding that proper notice of meeting provided by law and ratifying such; providing for publication; and providing for a savings clause.

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

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Latrelle Joy to approve Ordinance No. 2021-00126.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

- 8. 2. Resolution - Finance:** Resolution No. 2021-R0360 ratifying the adoption of the FY 2021-22 budget that raises more tax revenue than was generated in the previous year.

Motion by Council Member Jeff Griffith, seconded by Council Member Latrelle Joy to approve Resolution No. 2021-R0360.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

- 8. 3. Ordinance 2nd Reading - Finance:** Ordinance No. 2021-00127 setting the tax rate and levying a tax upon all property subject to taxation with the City of Lubbock for 2021; apportioning said levy among the various funds and items for which revenue must be raised; fixing the times in which said taxes shall be paid and assessing penalty and interest for nonpayment of such taxes within the time provided.

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

Motion by Council Member Jeff Griffith, seconded by Council Member Latrelle Joy to approve Ordinance No. 2021-O0127, increasing the property tax rate by the adoption of the tax rate 0.523230, which is effectively a 5.13 percent increase in the tax rate.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

- 8. 4. Resolution - Finance:** Resolution No. 2021-R0361 amending the allocation of the Hotel Occupancy Tax Revenues for FY 2021-22 and distributing receipts, net of collection expenses, as authorized in Subsection 18.03.001(b)(2) of the Code of Ordinances of the City of Lubbock.

Jarrett Atkinson, city manager; Chad Weaver, city attorney; and Blu Kostelich, chief financial officer, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Jeff Griffith to approve Resolution No. 2021-R0361.

Vote: 5 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)
Council Member Randy Christian (AWAY)

- 8. 5. Resolution - Lubbock Power & Light:** Resolution No. 2021-R0362 adopting the Electric Rate/Tariff Schedule of Lubbock Power & Light, the City of Lubbock's municipally owned electric utility, applicable to all rate classes, effective October 1, 2021.

Jarrett Atkinson, city manager; and Joe Jimenez, financial planning & analysis manager for LP&L, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Jeff Griffith to approve Resolution No. 2021-R0362.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

- 8. 6. Board Appointments - City Secretary:** Consider appointments to the Lubbock Reese Redevelopment Authority Board of Directors.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Jeff Griffith to appoint George McMahan and John Hamilton to the Lubbock Reese Redevelopment Authority Board of Directors.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Jeff Griffith to reappoint John Tye to the Lubbock Reese Redevelopment Authority Board of Directors.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

- 8. 7. Public Hearing - Business Development:** Hold a public hearing for the City Council to consider the creation of a Public Improvement District for Northwest Passage, which covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by Frankford Avenue on the west, Quaker Avenue on the east, Kent Avenue and Highway 84 on the north, and Marshall Avenue on the south.

Public Hearing only

Brianna Gerardi, business development director, gave a presentation and answered questions from City Council.

Mayor Daniel M. Pope, read into the record, the following statement: "City Council will hold a public hearing to consider the creation of the Northwest Passage Public Improvement District. This public hearing is required by the Texas Local Government Code."

Mayor Pope opened the public hearing at 5:47 p.m.

Mont McClendon, city of Lubbock's Downtown Master Developer/McDougal Properties, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pope closed the public hearing at 5:51 p.m.

- 8. 8. Resolution - Business Development:** Resolution No. 2021-R0363 making findings and authorizing establishment of the Northwest Passage Public Improvement District, which covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by Frankford Avenue on the west, Quaker Avenue on the east, Kent Avenue and Highway 84 on the north, and Marshall Avenue on the south.

Brianna Gerardi, business development director, gave a presentation and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Jeff Griffith to approve Resolution No. 2021-R0363.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

- 8. 9. Resolution - Planning:** Resolution No. 2021-R0364 terminating the Chapter 212 Agreement related to property located south of 34th Street and west of Upland Avenue, containing approximately 7.867 acres out of Section 39, Block AK, Lubbock County, Texas, and identified by the Lubbock Central Appraisal District reference number R126622, and authorizing City staff to develop annexation documents for the subject property.

Kristen Sager, planning & zoning manager, gave a presentation and answered questions from City Council.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Latrelle Joy to approve Resolution No. 2021-R0364.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

- 8. 10. Public Hearing - Planning:** Ordinance No. 2021-O0133, for an annexation of the property located south of 34th Street and west of Upland Avenue, containing approximately 7.867 acres, out of Section 39, Block AK, Lubbock County, Texas, and commonly identified by the Lubbock Central Appraisal District Reference Number R126622.

Kristen Sager, planning & zoning manager, gave a presentation and answered questions from City Council.

Mayor Pope opened the public hearing at 5:55 p.m.

No one appeared to speak in favor or in opposition.

Mayor Pope closed the public hearing at 5:56 p.m.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Randy Christian to approve Ordinance No. 2021-O0133.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

- 8. 11. Ordinance Single Reading - Finance:** Ordinance No. 2021-O0134, providing for the issuance of City of Lubbock, Texas, Water and Wastewater System Revenue Bonds, Series 2021A; and enacting other provisions relating thereto.

Blu Kostelich, chief financial officer, gave comments and answered questions from City Council. Matt Boles, managing director with RBC Capital Markets, gave a presentation and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Randy Christian to approve Ordinance No. 2021-O0134.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

- 8. 12. Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0113, for Zone Case 2538-U, a request of AMD Engineering, LLC for Yates II BY, LLC, for a zone change from Single-Family District (R-1) to Two-Family District (R-2), at 6902 19th Street, located east of Rochester Avenue and north of 19th Street, on 4.63 acres of unplatted land out of Block JS, Section 10.

Kristen Sager, planning & zoning manager, gave a presentation and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0113.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

- 8. 13. Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0115, for Zone Case 2904-G, a request of Broadus Services, LLC (T-Mobile Agent) for Bethel Property Management, LLC, for a Specific Use for a temporary telecommunications tower on property zoned Interstate Highway Commercial District (IHC), at 212 University Avenue, located west of University Avenue and southeast of Santa Fe Drive, on 0.63 acres of unplatted land out of Block A, Section 20.

Kristen Sager, planning & zoning manager, gave a presentation and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0115.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

- 8. 14. Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0117, for Zone Case 2951-A, a request of Hugo Reed and Associates, Inc. for Carl Mortensen, for a zone change from High-Density Apartment District (A-2) to Single-Family District (R-1), at 10508 Frankford Avenue, located west of Frankford Avenue and north of 110th Street, on 10.0 acres of unplatted land out of Block AK, Section 21.

Kristen Sager, planning & zoning manager, gave a presentation and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0117.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

- 8. 15. Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0118, for Zone Case 3023-A, a request of SGA Design Group for Wal-mart Real Estate Business Trust, to amend the site plan and conditions of Ordinance No. 2004-O0120, at 1911 Marsha Sharp Freeway, located north of 7th Street and west of Avenue R, Overton Park Addition, Tract 14-A-1.

Kristen Sager, planning & zoning manager, gave a presentation and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0118.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

- 8. 16. Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0119, for Zone Case 3175-F, a request of AMD Engineering, LLC for 806 Land Group, LLC, for a zone change from High-Density Apartment District (A-2) to Reduced Setback Single-Family District (R-1A) and Restricted Local Retail District (C-2A), at 5914 Erskine Street, located north of Erskine Street and west of North Frankford Avenue, on 7.23 acres of unplatted land out of Block JS, Section 7.

Kristen Sager, planning & zoning manager, gave a presentation and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0119.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

- 8. 17. Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0120, for Zone Case 3257-L, a request of Hugo Reed and Associates, Inc. for 1585 Development, LLC, for a zone change from Single-Family District (R-1) Specific Use to Garden Office (GO), at 14201 Indiana Avenue, located east of Indiana Avenue and south of 140th Street, on 6.1 acres of unplatted land out of Block AK, Section 1.

Kristen Sager, planning & zoning manager, gave a presentation and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0120.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

- 8. 18. Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0121, for Zone Case 3308-C, a request of Hugo Reed and Associates, Inc. for Bushland Springs, LLC, for a zone change from Single-Family District (R-1), Single-Family District (R-1) Specific Use, General Retail District (C-3), and Industrial Park District (IDP) to High-Density Apartment District (A-2), at 7201 19th Street, located east of Upland Avenue and south of 19th Street, on 14.5 acres of unplatted land out of Block AK, Section 43.

Kristen Sager, planning & zoning manager, gave a presentation and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0121.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

- 8. 19. Ordinance 2nd Reading - Planning:** Ordinance No. 20-O0122, for Zone Case 3439, a request of Hugo Reed and Associates, Inc. for Cynthia E. Jones, for a zone change from Transition District (T) to Family Apartment District (A-1) and Local Retail District (C-2), generally located south of 104th Street and west of Milwaukee Avenue, on 20.3 acres of unplatted land out of Block AK, Section 22.

Kristen Sager, planning & zoning manager, gave a presentation and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0122.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

- 8. 20. Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0123, for Zone Case 3440, a request of Western Bank for TCS Parents Group, LTD, for a zone change from Garden Office District (GO) to Local Retail District (C-2), at 14005 Quaker Avenue, located south of 140th Street and east of Quaker Avenue, on 1.829 acres of unplatted land out of Block AK, Section 4.

Kristen Sager, planning & zoning manager, gave a presentation and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0123.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

- 8. 21. Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0124, for Zone Case 3441, a request of AMD Engineering, LLC for DSE Development, Ltd., for a zone change from Transition District (T) and Industrial Park District (IDP) to Two-Family District (R-2), Restricted Local Retail District (C-2A), and General Retail District (C-3) with a Specific Use for a self-storage facility, at 4402 Upland Avenue, located east of Upland Avenue and north of 50th Street, on 33.38 acres of unplatted land out of Block AK, Section 38.

Kristen Sager, planning & zoning manager, gave a presentation and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Mayor Pro Tem Steve Massengale to approve Ordinance No. 2021-O0124.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

- 8. 22. Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0125, for Zone Case 3442, a request of Hodges Architecture for Covenant Health System, for a zone change from Transition District (T) and Interstate Highway Commercial District (IHC) to Interstate Highway Commercial District (IHC) with a Planned Development District (PD), generally located north of 82nd Street and east of Marsha Sharp Freeway, on 47.6 acres of unplatted land out of Block AK, Section 31.

Kristen Sager, planning & zoning manager, gave a presentation and answered questions from City Council.

Motion by Council Member Jeff Griffith, seconded by Council Member Randy Christian to approve Ordinance No. 2021-O0125.

Vote: 5 - 0 Motion carried

Other: Mayor Daniel M. Pope (RECUSE)
Council Member Juan A. Chadis (ABSENT)

6:18 P.M. CITY COUNCIL ADJOURNED

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

The September 14, 2021 Regular City Council Meeting minutes were approved by the City Council on the 12th day of October, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary



Regular City Council Meeting

7. 1.

Meeting Date: 10/12/2021

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance No. 2021-O0135, Amendment 1, amending the Adopted FY 2021-22 Budget for municipal purposes respecting the Pay Plans; providing for filing; and providing for a savings clause.

Item Summary

Amend Exhibit E - Civil Service and Non-Civil Service Pay Plans of the FY 2021-22 Adopted Budget, as passed by City Council on September 14, 2021.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Cheryl Brock, Director of Financial Planning & Analysis

Attachments

Budget Amendment 1
Updated Exhibit E

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE PAY PLANS; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2021-22 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2021-22 (Budget Amendment #1) for municipal purposes, as follows:

- I. Amend Exhibit E – Civil Service and Non-Civil Service Pay Plans of the FY 2021-22 Adopted Budget, as passed by City Council on September 14, 2021.

SECTION 2. THAT 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. THAT 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:



Amy Sims
Deputy City Attorney

Exhibit E - Non-Civil Service Pay Plan

Pay Grade		Minimum	Midpoint	Maximum
101	\$	16,486.08	21,330.40	26,176.80
102		17,309.76	22,397.44	27,485.12
103		18,170.88	23,516.48	28,862.08
104		19,081.92	24,693.76	30,305.60
105		20,036.64	25,929.28	31,819.84
106		21,039.20	27,225.12	33,408.96
107		22,087.52	28,583.36	35,079.20
108		23,192.00	30,014.40	36,834.72
109		24,352.64	31,516.16	38,677.60
110		25,569.44	33,090.72	40,612.00
111		26,850.72	34,746.40	42,640.00
112		28,192.32	36,483.20	44,774.08
113		29,598.40	38,305.28	47,012.16
114		31,081.44	40,306.24	49,362.56
115		32,637.28	42,234.40	51,829.44
116		34,270.08	44,345.60	54,421.12
117		35,642.88	46,126.08	56,607.20
118		37,427.52	48,434.88	59,440.16
119		39,299.52	50,856.00	62,410.40
120		41,265.12	53,399.84	65,532.48
121		43,324.32	56,066.40	68,806.40
122		45,063.20	58,316.96	71,568.64
123		47,313.76	61,228.96	75,144.16
124		49,682.88	64,292.80	78,902.72
125		52,168.48	67,508.48	82,846.40
126		54,772.64	70,882.24	86,991.84

Exhibit E - Non-Civil Service Pay Plan

Pay Grade	Minimum	Midpoint	Maximum
127	56,964.96	73,717.28	90,467.52
128	59,810.40	77,403.04	94,993.60
129	62,801.44	81,271.84	99,742.24
130	65,944.32	85,338.24	104,730.08
131	69,241.12	89,604.32	109,965.44
132	72,704.32	94,084.64	115,462.88
133	76,338.08	98,787.52	121,236.96
134	80,154.88	103,725.44	127,296.00
135	84,163.04	108,915.04	133,664.96
136	88,366.72	114,354.24	140,341.76
137	92,788.80	120,076.32	147,363.84
138	97,429.28	126,081.28	154,733.28
139	101,558.08	131,426.88	161,295.68
140	106,639.52	137,999.68	169,359.84
141	111,970.56	144,899.04	177,829.60
142	117,567.84	152,145.76	186,721.60
143	123,448.00	159,754.40	196,058.72
144	129,621.44	167,741.60	205,859.68
145	136,102.72	176,128.16	216,151.52
146	142,908.48	184,936.96	226,963.36
147	150,053.28	194,180.48	238,307.68
148	157,551.68	203,887.84	250,224.00
149	165,432.80	214,398.08	262,735.20
150	173,702.88	224,787.68	275,870.40

Pay Plan reflects annual salary amount

Exhibit E - Part-Time Pay Plan

Pay Grade	Minimum	Midpoint	Maximum
201	\$ 7.704	9.968	12.232
202	8.088	10.466	12.843
203	8.491	10.989	13.487
204	8.916	11.539	14.161
205	9.363	12.116	14.869
206	9.832	12.722	15.612
207	10.321	13.357	16.392
208	10.837	14.025	17.212
209	11.380	14.727	18.074
210	11.948	15.463	18.977
211	12.547	16.236	19.925
212	13.174	17.048	20.922
213	13.831	17.900	21.968
214	14.524	18.796	23.067
215	15.251	19.735	24.219
216	16.014	20.723	25.431
217	16.813	21.757	26.701
218	17.654	22.846	28.038
219	18.537	23.988	29.439
220	19.465	25.188	30.911
221	20.436	26.446	32.456
222	21.459	27.770	34.080
223	22.530	29.157	35.783
224	23.658	30.616	37.573
225	24.842	32.147	39.451
226	26.083	33.753	41.423
227	27.387	35.441	43.494

Exhibit E - Part-Time Pay Plan

Pay Grade	Minimum	Midpoint	Maximum
228	28.755	37.213	45.670
229	30.193	39.073	47.953
230	31.704	41.028	50.351
231	33.289	43.079	52.868
232	34.954	45.232	55.512
233	36.701	47.494	58.287
234	38.537	49.869	61.200
235	40.463	52.363	64.262
236	42.484	54.978	67.473
237	44.610	57.729	70.848
238	46.841	60.616	74.392
239	49.181	63.646	78.110
240	51.642	66.829	82.015
241	54.223	70.170	86.117
242	56.934	73.678	90.422
243	59.782	77.363	94.944
244	62.771	81.231	99.691
245	65.909	85.292	104.674
246	69.205	89.558	109.910
247	72.665	94.035	115.404
248	76.297	98.736	121.174
249	80.113	103.673	127.233
250	84.118	108.856	133.594

Pay Plan reflects hourly rate

Exhibit E - Police Pay Plan

Steps	Annual						Annual											
	Annual Cadet PNCS	Annual Entry Level I PNCE1 (A & B)	Annual Entry Level II PNCE2	Annual Patrol Officer PCS1	Annual Detective / Corporal PCS2	Annual Sergeant PCS3	Annual Lieutenant PCS4	Annual Deputy Chief/ Captain PCS5	Annual Asst. Chief PCS6	Hourly Cadet PNCS	Hourly Entry Level I PNCE1	Hourly Entry Level II PNCE2	Hourly Patrol Officer PCS1	Hourly Detective / Corporal PCS2	Hourly Sergeant PCS3	Hourly Lieutenant PCS4	Hourly Deputy Chief/ Captain PCS5	Hourly Asst. Chief PCS6
A	\$ 52,126.88	60,001.76	62,972.00	62,972.00	82,345.12	90,267.84	100,064.64	112,005.92	125,991.84	25.061	28.847	30.275	30.275	39.589	43.398	48.108	53.849	60.573
B				66,121.12	83,580.64	92,749.28	102,816.48	116,486.24	132,481.44				31.789	40.183	44.591	49.431	56.003	63.693
C				69,426.24		95,299.36	106,672.80	121,145.44	143,994.24				33.378		45.817	51.285	58.243	69.228
D				73,592.48									35.381					
E				76,535.68									36.796					
F				81,128.32									39.004					

PNCS is a non-classified, non-civil service, civilian grade for employees seeking to enter a future academy class in order to become classified police officers. PNCE1-A is a non-classified, non-civil service, civilian grade for employees entering an academy class in order to become classified police officers. All employees of the police department who seek to become classified police officers start at either PNCS or PNCE1-A, unless they start employment already certified as peace officers by TCOLE, in which case they may start at either PNCS or PNCE1-B. Employees starting at either PNCS or PNCE1-A progress to PNCE1-B when they become certified as peace officers by TCOLE.

Classified service and accrual of seniority points does not begin until an employee reaches PNCE1-B. Full civil service protection and accrual of longevity pay begins when an employee reaches PCS1. Not every change in classification represents a change in salary.

For employees who enter the academy without TCOLE certification, a probationary period of 18 months, prior to entering full civil service protection, begins on the first day of employment with department in a beginning position as PNCE1-A. These employees progress to PNCE2 after 12 months of continuous probationary service in PNCE1-A and B; progress to PCS1 step A after 6 months additional continuous probationary service at PNCE2; remain in PCS1 step A for 6 months; progress to PCS1 step B after 6 months of service in PCS1 step A; and then progress through PCS1 steps C-F after 2 years of service in each step, attaining PCS1 step F 10 years after entering the academy.

For employees who enter the academy with TCOLE certification, a probationary period of 12 months, prior to entering full civil service protection, begins on the first day of employment with the department in a beginning position as PNCE1-B. These employees bypass PNCE2 and progress directly to PCS1 step A after 12 months of continuous probationary service; remain in PCS1 step A for 12 months; progress to PCS1 step B after 12 months of service in PCS1 step A; and then progress through PCS1 steps C-F after 2 years of service in each step, attaining PCS1 step F 10 years after entering the academy.

If the anniversary date in a classification occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period. Progression in each classified position (PNCE1-B and above) is based on time in that classification. Time spent in "move-up" does not count toward time in the "move up" classification. Seniority is based on all years of service as a sworn/classified police officer (PNCE1-B and above) or firefighter for the City of Lubbock, not merely the last continuous period of service. Disciplinary suspensions do not constitute a break in service. Seniority credit shall be figured to five decimal places. In the event of a conflict between this ordinance and state law, state law will control.

Biweekly rate=Hourly * 80. Annual rate=Biweekly * 26. Monthly rate=Annual / 12.

Exhibit E - Fire Pay Plan (40 Hour Shifts)

Grade	Title	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
FCS7	Fire Deputy Chief	62,606	63,427	64,248	65,069	65,890	66,710	67,532														
	H	5,008.48	5,074.16	5,139.84	5,205.52	5,271.20	5,336.88	5,402.56														
	A	130,220.48	131,928.16	133,635.84	135,343.52	137,051.20	138,756.80	140,466.56														
FCS6	Fire Division Chief	58,762	58,999	59,234	59,471	59,706	59,943	60,180	60,418	60,652												
	H	4,700.96	4,719.92	4,738.72	4,757.68	4,776.48	4,795.44	4,814.40	4,833.44	4,852.16												
	A	122,224.96	122,717.92	123,206.72	123,699.68	124,188.48	124,681.44	125,174.40	125,669.44	126,156.16												
FCS5	Fire Battalion Chief	52,791	53,206	53,619	54,033	54,446	54,860	55,272	55,688	56,101	56,514	56,928										
	H	4,223.28	4,256.48	4,289.52	4,322.64	4,355.68	4,388.80	4,421.76	4,455.04	4,488.08	4,521.12	4,554.24										
	A	109,805.28	110,668.48	111,527.52	112,388.64	113,247.68	114,108.80	114,965.76	115,831.04	116,690.08	117,549.12	118,410.24										
FCS4	Fire Captain	45,913	46,256	46,599	46,942	47,284	47,627	47,970	48,315	48,657	49,000	49,342	49,686	50,029								
	H	3,673.04	3,700.48	3,727.92	3,755.36	3,782.72	3,810.16	3,837.60	3,865.20	3,892.56	3,920.00	3,947.36	3,974.88	4,002.32								
	A	95,499.04	96,212.48	96,925.92	97,639.36	98,350.72	99,064.16	99,777.60	100,495.20	101,206.56	101,920.00	102,631.36	103,346.88	104,060.32								
FCS3	Fire Lieutenant	41,058	41,281	41,503	41,728	41,950	42,172	42,395	42,620	42,844	43,067	43,290	43,513	43,737	43,959	44,184						
	H	3,284.64	3,302.48	3,320.24	3,338.24	3,356.00	3,373.76	3,391.60	3,409.60	3,427.52	3,445.36	3,463.20	3,481.04	3,498.96	3,516.72	3,534.72						
	A	85,400.64	85,864.48	86,326.24	86,794.24	87,256.00	87,717.76	88,181.60	88,649.60	89,115.52	89,579.36	90,043.20	90,507.04	90,972.96	91,434.72	91,902.72						
FCS2	Fire Equipment Oper.	37,901	38,076	38,250	38,425	38,600	38,774	38,951	39,125	39,300	39,474	39,648	39,823	39,998	40,173	40,348	40,522	40,699				
	H	3,032.08	3,046.08	3,060.00	3,074.00	3,088.00	3,101.92	3,116.08	3,130.00	3,144.00	3,157.92	3,171.84	3,185.84	3,199.84	3,213.84	3,227.84	3,241.76	3,255.92				
	A	78,834.08	79,198.08	79,560.00	79,924.00	80,288.00	80,649.92	81,018.08	81,380.00	81,744.00	82,105.92	82,467.84	82,831.84	83,195.84	83,559.84	83,923.84	84,285.76	84,653.92				
FCS1	Fire Fighter	28,020	28,489	28,959	29,430	29,902	30,372	30,842	31,313	31,783	32,253	32,723	33,196	33,665	34,137	34,609	35,077	35,548	36,019	36,490	36,960	
	H	2,241.60	2,279.12	2,316.72	2,354.40	2,392.16	2,429.76	2,467.36	2,505.04	2,542.64	2,580.24	2,617.84	2,655.68	2,693.20	2,730.96	2,768.72	2,806.16	2,843.84	2,881.52	2,919.20	2,956.80	
	A	58,281.60	59,257.12	60,234.72	61,214.40	62,196.16	63,173.76	64,151.36	65,131.04	66,108.64	67,086.24	68,063.84	69,047.68	70,023.20	71,004.96	71,986.72	72,960.16	73,939.84	74,919.52	75,899.20	76,876.80	
FNCS1	Prob. Fire Fighter	26,418																				
	H	2,113.44																				
	A	54,949.44																				

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a police officer or fire fighter for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as a police officer or fire fighter with the City of Lubbock whether interrupted, or uninterrupted and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places.

Employees who successfully complete one (1) year as Probationary Fire Fighter move to grade FCS1. Fire Fighters then progress through steps in FCS1 annually. Progress through the steps in the other grades also requires one year in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

Hourly rate=annual / 2,080. Biweekly rate=Hourly rate * 80. All conversions are approximate.

Exhibit E - Fire Pay Plan (Kelly Shifts)

Grade	Title	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
FCS5	Fire Battalion Chief																				
	H	37,708	38,004	38,300	38,595	38,890	39,187	39,480	39,777	40,073	40,367	40,663									
	B	3,997.05	4,028.42	4,059.80	4,091.07	4,122.34	4,153.82	4,184.88	4,216.36	4,247.74	4,278.90	4,310.28									
	A	103,923.25	104,739.02	105,554.80	106,367.82	107,180.84	107,999.37	108,806.88	109,625.41	110,441.19	111,251.45	112,067.23									
FCS4	Fire Captain																				
	H	32,796	33,040	33,285	33,530	33,774	34,020	34,264	34,511	34,755	35,001	35,245	35,490	35,735							
	B	3,476.38	3,502.24	3,528.21	3,554.18	3,580.04	3,606.12	3,631.98	3,658.17	3,684.03	3,710.11	3,735.97	3,761.94	3,787.91							
	A	90,385.78	91,058.24	91,733.46	92,408.68	93,081.14	93,759.12	94,431.58	95,112.32	95,784.78	96,462.76	97,135.22	97,810.44	98,485.66							
FCS3	Fire Lieutenant																				
	H	29,327	29,487	29,645	29,806	29,964	30,123	30,282	30,442	30,604	30,762	30,922	31,081	31,241	31,399	31,560					
	B	3,108.66	3,125.62	3,142.37	3,159.44	3,176.18	3,193.04	3,209.89	3,226.85	3,244.02	3,260.77	3,277.73	3,294.59	3,311.55	3,328.29	3,345.36					
	A	80,825.21	81,266.17	81,701.62	82,145.34	82,580.78	83,018.99	83,457.19	83,898.15	84,344.62	84,780.07	85,221.03	85,659.24	86,100.20	86,535.64	86,979.36					
FCS2	Fire Equipment Oper																				
	H	27,073	27,197	27,321	27,447	27,572	27,696	27,822	27,946	28,071	28,196	28,321	28,446	28,570	28,695	28,820	28,945	29,071			
	B	2,869.74	2,882.88	2,896.03	2,909.38	2,922.63	2,935.78	2,949.13	2,962.28	2,975.53	2,988.78	3,002.03	3,015.28	3,028.42	3,041.67	3,054.92	3,068.17	3,081.53			
	A	74,613.19	74,954.93	75,296.68	75,643.93	75,988.43	76,330.18	76,677.43	77,019.18	77,363.68	77,708.18	78,052.68	78,397.18	78,738.92	79,083.42	79,427.92	79,772.42	80,119.68			
FCS1	Fire Fighter																				
	H	20,014	20,349	20,685	21,022	21,358	21,694	22,030	22,367	22,702	23,038	23,374	23,711	24,046	24,384	24,720	25,055	25,391	25,728	26,064	26,400
	B	2,121.48	2,156.99	2,192.61	2,228.33	2,263.95	2,299.56	2,335.18	2,370.90	2,406.41	2,442.03	2,477.64	2,513.37	2,548.88	2,584.70	2,620.32	2,655.83	2,691.45	2,727.17	2,762.78	2,798.40
	A	55,158.58	56,081.84	57,007.86	57,936.63	58,862.65	59,788.66	60,714.68	61,643.45	62,566.71	63,492.73	64,418.74	65,347.52	66,270.78	67,202.30	68,128.32	69,051.58	69,977.60	70,906.37	71,832.38	72,758.40
FNCS1	Prob. Fire Fighter																				
	H	18,870																			
	B	2,000.22																			
	A	52,005.72																			

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a police officer or fire fighter for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as a police officer or fire fighter with the City of Lubbock whether interrupted, or uninterrupted and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places.

Employees who successfully complete one (1) year as Probationary Fire Fighter move to grade FCS1. Fire Fighters then progress through steps in FCS1 annually. Progress through the steps in the other grades also requires one year in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

Kelly shift rate (k)=Biweekly (40 hour)/112. Biweekly rate=Hourly*106. Annual rate=Biweekly rate*26. All conversions are approximate.



Regular City Council Meeting

7. 2.

Meeting Date: 10/12/2021

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 2, amending the FY 2021-22 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the FY 2021 Federal Transit Administration Section 5310 Coronavirus Response and Relief Supplemental Appropriation Act Grant and Airport Capital Fund, to appropriate additional funding for Capital Improvement Project 92717, replace Aircraft Rescue Fire Fighting (ARFF) Vehicle; providing for filing; and providing for a savings clause.

Item Summary

- I. Accept and appropriate \$37,933 from the Federal Transit Administration for the FY 2021 Section 5310 Coronavirus Response and Relief Supplemental Appropriation Act Grant.
- II. Amend CIP 92717, replace ARFF Vehicle, and increase the appropriation and funding by \$75,000, from \$800,000 to \$875,000. The additional funding will come from CARES Act Grant.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Blu Kostelich, Chief Financial Officer

Attachments

Budget Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE FY 2021 FEDERAL TRANSIT ADMINISTRATION SECTION 5310 CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATION ACT GRANT AND AIRPORT CAPITAL FUND TO APPROPRIATE ADDITIONAL FUNDING FOR CAPITAL IMPROVEMENT PROJECT 92717 REPLACE ARFF VEHICLE; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2021-22 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2021-22 (Budget Amendment #2) for municipal purposes, as follows:

- I. Accept and appropriate \$37,933 from the Federal Transit Administration for the FY 2021 Section 5310 Coronavirus Response and Relief Supplemental Appropriation Act Grant.
- II. Amend CIP 92717, Replace ARFF Vehicle, and increase the appropriation and funding by \$75,000, from \$800,000 to \$875,000. The additional funding will come from CARES Act Grant.

SECTION 2. THAT 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. THAT 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:



Amy Sims
Deputy City Attorney



Regular City Council Meeting

7. 3.

Meeting Date: 10/12/2021

Information

Agenda Item

Resolution - Risk Management: Consider a resolution ratifying the actions of the City Manager in purchasing, for and on behalf of the City of Lubbock, property insurance coverage. The subject insurers are listed in the attachment along with the terms and conditions, and said attachment is incorporated hereto as if fully set forth herein.

Item Summary

The City purchases property insurance for its structures, contents, and equipment, excluding Lubbock Power and Light, because they are covered under a separate policy. The coverages include, but are not limited to:

- Special Form Property Policy, formerly known as All Risk, covers direct physical loss up to \$500,000,000. The estimated total value of all City structures, contents, and equipment is \$949,901,403. A total loss is considered unlikely; therefore, \$500,000,000 in coverage is recommended.
- Flood and earthquake coverage is limited to \$50,000,000 for moderate hazard zones and \$5,000,000 for high hazard zones.
- All property and contents, excluding mobile equipment and vehicles, are covered at replacement cost.
- Mobile equipment and vehicles parked at a covered location are covered at actual cash value.
- Windstorm and hail deductible equals 3% of the total insured value of the affected property, per occurrence.
- Mobile equipment and vehicles valued at \$100,000 or greater, will be covered at actual cash value, for physical damage while in use, subject to a \$2,500,000 limit annually, and a per occurrence deductible of \$250,000.

The City currently utilizes a layered coverage program, including Liberty Surplus Insurance Company, Lloyd's of London, Hallmark Specialty Insurance Company, Zurich Insurance Group, Everest Re Group, Ltd., Arch Specialty Insurance Company, Markel Insurance Company, James River Insurance Company, Scottsdale Insurance Company, Mitsui Sumitomo Insurance Company, RSUI Group, Inc., OneBeacon Insurance Group, Arrowhead General Insurance Agency, Inc., and Great American Insurance Group. The current premium is \$1,757,577.50, reflecting a rate of \$0.1981 per \$100 of valuation.

The proposed coverage is also a layered program consisting of Lloyd's of London, Fidelis Insurance Company, Hallmark Specialty Insurance Company, Zurich Insurance Group, Everest Re Group, Ltd., Arch Specialty Insurance Company, Markel Insurance Company, StarStone/Core Specialty Insurance Company, James River Insurance Company, Scottsdale Insurance Company, Mitsui Sumitomo Insurance Company, RSUI Group, OneBeacon Insurance Group, and Great American Insurance Group, for a premium of \$2,465,737.50; a rate of \$0.2596 per \$100 of valuation. Approving this insurance coverage on a rate basis allows the City Manager the ability to add and remove properties, as necessary, to maintain an accurate property valuation.

Staff recommends purchasing layered property insurance with Lloyd's of London, Fidelis Insurance Company, Hallmark Specialty Insurance Company, Zurich Insurance Group, Everest Re Group, Ltd., Arch Specialty Insurance Company, Markel Insurance Company, StarStone/Core Specialty Insurance Company, James River Insurance Company, Scottsdale Insurance Company, Mitsui Sumitomo Insurance Company, RSUI Group, OneBeacon Insurance Group, and Great American Insurance Group, at a rate of \$0.2596 per \$100 of valuation.

Carriers bind insurance coverage October 1, 2021, after notification of City Council approval. Insurance policies are issued once the insurance company receives from the City the contribution for the insurance coverage. Current coverage documents are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Adopted FY 2021-22 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

COL Property Resolution

COL Property

RESOLUTION

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

THAT the actions of the City Manager of the City of Lubbock in purchasing for and on behalf of the City of Lubbock, property insurance coverage, is hereby ratified. The subject insurers are listed in the attachment along with the terms and conditions and said attachment is incorporated hereto as if fully set forth herein; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council this _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:



Jeff Hartsell, Deputy City Attorney

RES.Risk Mgmt-Ratify-Property Insurance Coverage
October 1, 2021

Commercial Property

Insurance Company:	Lloyd's of London, Fidelis Ins Company, Hallmark Specialty Ins Company, Zurich Ins Group, Everest Re Group, Ltd., Fidelis Ins Company, Arch Specialty Ins Company, Markel Ins Company, StarStone/Core Specialty Ins Company, James River Ins Company, Scottsdale Ins Company, Mitsui Sumitomo Ins Company, RSUI Group, OneBeacon Ins Group, and Great American Ins Group
Policy Term:	10/01/2021 to 10/01/2022
Coverage:	Property insurance covers your interest against direct physical loss or damage by covered perils to named property that you own or are required to insure. See attached schedule for covered locations.
Annual Premium:	\$2,465,737.50 Estimated as worst case scenario by lead insurer.
Coverage:	All Risk
Policy Form:	Agreed Expiring From subject to Mandatory Zurich amendments and endorsements
Perils:	Risks of direct physical loss or damage including Flood and including Earthquake but excluding locations in California, Alaska, Hawaii or Puerto Rico and excluding Boiler and Machinery Breakdown subject to the policy form and exclusions and endorsements noted herein.
Coverages:	Real Property, Personal Property, Extra Expense, and other sub-limits as noted in the policy form.
Territory:	United States of America, Puerto Rico and the United States Virgin Islands.
Locations:	As per schedule of locations on file received by us on 5/15/2019 This quotation is based on the following values reported:
Coinsurance:	Property: nil% Time Element: nil%
Valuation:	- Real and Personal Property Replacement Cost; - Actual Loss Sustained on Time Element; - Contractor's Equipment, Vehicles and Trailers – 5 years or newer to be valued on RCV basis, older than 5 years on an ACV basis
Limit:	\$500,000,000
Total Insured Value:	\$949,901,403

100% Sublimits:

\$50,000,000 except; \$ 5,000,000	Per Occurrence and Annual Aggregate as respects Flood Per Occurrence and Annual Aggregate as respects Flood occurring within Special Flood Hazard Areas (SFHA), areas of 100-Year Flooding, as defined by the Federal Emergency Management Agency, including backup of sewers and drains
\$50,000,000	Per Occurrence and Annual Aggregate as respects Earthquake (Excludes California, Alaska, Hawaii, Puerto Rico, New Madrid Earthquake Zone Counties, and Pacific Northwest Earthquake Zone Counties)
\$ 5,000,000	Accounts Receivable
\$ 100,000	Arson or Theft Reward
\$10,000,000	Automobile Physical Damage – owned or leased vehicles located at or within 1000 feet of the covered location
\$ 2,500,000	Automobile Physical Damage – covered vehicles while over the road
\$ 5,000,000	Brands and Labels
\$ 2,500,000	Building Materials at off premises storage for property under construction
\$ 750,000	Contractors Equipment – per item subject to max per occurrence sublimit of \$10,000,000
\$ 2,500,000	Debris Removal or 25% of direct physical damage to covered property, whichever is less
\$ 250,000	Deferred Payments
Included	Demolition and Increased Cost of Construction: Demolition Coverage A (For the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building)
\$ 10,000,000	Demolition and Increased Cost of Construction: Demolition Coverage B (For the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property)
\$ 10,000,000	Demolition and Increased Cost of Construction: Demolition Coverage C (For the increased cost of repair or reconstruction of the damaged and undamaged property on the same or another site, limited to the cost that would have been incurred in order to comply with the minimum requirements of such law or ordinance regulating the repair or reconstruction of the damaged property of the same site. However, this Company shall not be liable for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced)
\$ 5,000,000	Errors and Omissions
\$ 5,000,000	Expediting Expenses
\$ 5,000,000	Fairs and Exhibitions
\$ 1,000,000	Fine Arts (\$100,000 per item limitation)

\$ 500,000	Fire Brigade Charges & Extinguishing Expenses
\$ 1,000,000	Installation Coverage
\$ 1,000,000	Land & Water Clean-Up
\$ 100,000	Locks & Keys
\$ 5,000,000	Miscellaneous Unnamed locations
\$ 50,000,000	Newly Acquired Property
\$ 500,000	Outdoor Property
Included	Pairs or Sets
\$ 1,000,000	Personal Property Not at a Covered Location
\$ 1,000,000	Preservation of Property
\$ 250,000	Professional Fees
\$ 5,000,000	Property in the Course of Construction.
\$ 100,000	Property Removed from a Covered Location
\$ 500,000	Salespersons Samples
\$ 5,000,000	Service Interruption
\$ 2,500,000	Spoilage
\$ 1,000,000	Transit
\$ 1,000,000	Upgrade to Green Construction. 25% of amount payable for direct physical loss or damage, subject to maximum of \$1,000,000. This includes any Time Element loss attributed to Upgrade to Green.
\$ 5,000,000	Valuable Papers and Records

Sublimits Applicable to Additional Time Element Coverages (part of and not in addition to the Policy Limit)

\$ 1,000,000	Attraction Property (30 days)
\$ 100,000	Contractual Penalties
\$ 100,000	Crisis Management (30 days)
\$ 25,000,000	Extra Expense
\$ 1,000,000	Ingress & Egress (30 days)
\$ 1,000,000	Interruption by Civil or Military Authority (30 days)
\$ 100,000	Logistics Extra Cost
\$ 1,000,000	Rental Value
\$ 100,000	Royalties
\$ 1,000,000	Service Interruption (Qualifying Period: 24 hrs)
\$ 1,000,000	Soft Costs

Deductibles: \$250,000 per occurrence except as follows:

With respect to Flood:

\$250,000 per occurrence, except as follows:

\$500,000 per Building, plus \$500,000 Contents per Building, plus \$100,000 Time Element per Occurrence for locations that are wholly or partially within High Hazard Flood Zones.

With respect to Earth Movement:

\$250,000 per occurrence, except as follows:

No Coverage for locations in California, Alaska, Hawaii, Puerto Rico, New Madrid Earthquake Zone Counties, and Pacific Northwest Earthquake Zone Counties.

With respect to Windstorm or Hail:

3% per occurrence

With respect to Airport Buildings:

Bldg ID #154 – LIA Hanger Building #310 (Chaparral)– 5417 N. Walnut:

\$50,000 per occurrence

Bldg ID #204 – LIA Hanger #32 (G&G Avionics)– 5902 N. Cedar:

\$50,000 per occurrence

Bldg ID #292 – LIA Warehouse Building #710 (Nortec) – 2828 E. Dubuque:

\$50,000 per occurrence

Bldg ID #294 – LIA Warehouse Building #714 (Marco)– 5612 N. David Avenue:

\$50,000 per occurrence

Bldg ID #295 – LIA Warehouse Building #716 (Marco Steel) - 5618 N. David Ave.:

\$50,000 per occurrence

With respect to Contractor's Equipment:

\$25,000 per occurrence (applies to equipment less than \$250,000 in value)

\$50,000 per occurrence (applies to equipment valued at \$250,000 or greater)

With respects to Automobile Physical Damage – Covered Vehicles Over the Road

\$250,000 per occurrence

With respect to Time Element:

24 Hours

If two or more deductible amounts provided in this policy apply to a single occurrence, the total to be deducted shall not exceed the largest deductible applicable unless otherwise stated in the policy.

However, if:

- 1) The Time Element deductible and another deductible apply to a single Occurrence, then the Company shall apply both deductibles to the Occurrence; and
- 2) Covered Loss or Damage by Flood arises out of a Named Storm, then the Company shall apply the Flood deductible or the Named Storm deductible, whichever is greater

Conditions: Remove Liberalization
All Risk of Direct Physical Damage
Time Element – Must be due to “ physical loss or damage of the type insured against”
Livestock, Animals – Animal Mortality excluded
Standing timber – excluded
Growing Crops excluded
Spacecraft/Satellites and Associated launch vehicles and any property contained therein excluded
Watercraft or Aircraft excluded
Land & Water excluded
Transmission and Distribution lines situated beyond 5,000 ft excluded
Civil/Military Authority must have prohibited access wording
Service Interruption - Must include exclusion for Satellites; it is satisfactory to have an exclusion of Satellites at part of property not covered with lead in wording in the Service interruption clause that states; "This extension of coverage applies only when such interruption of service is caused by direct physical loss or damage insured by this POLICY to any property of the type insured by this POLICY of the supplier of such services if such property is situated within the Policy Territory."
Hostile Acts/War and Weapons Civil War

Subject to satisfactory review and acceptance of all terms conditions and language in the manuscript policy form.

Satisfactory inspections at key locations and compliance with essential recommendations. This applies to business that we write or share on a primary basis.

Minimum Earned Premium: 35% Minimum earned premium applies.

Applicable Law; Court Jurisdiction

The laws of the State of New York, without regard to any conflict of laws rules that would cause the application of the laws of any other jurisdiction, shall govern the construction, effect, and interpretation of this insurance agreement.

The parties irrevocably submit to the exclusive jurisdiction of the Courts of the State of New York, and to the extent permitted by law the parties expressly waive all rights to challenge or otherwise limit such jurisdiction.

Terrorism Risk Insurance Act of 2002, as amended 2015 (TRIPRA) - Notice of Premium Amount; Notice of Program Cap

This quotation offers coverage for Insurer's share of liability for loss caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA).

Coverage provided for losses resulting from certified acts of terrorism may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect coverage, such as an exclusion for nuclear events.

Under the formula, the United States government generally reimburses a specified percentage of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The percentage of covered terrorism losses exceeding the deductible paid by the insurance company providing the coverage for which such insurance company will be reimbursed by the United States government is:

- 85% for losses occurring in 2015;
- 84% for losses occurring in 2016;
- 83% for losses occurring in 2017;
- 82% for losses occurring in 2018;
- 81% for losses occurring in 2019;
- 80% for losses occurring in 2020

The premium charged for the coverage quoted herein does not include any charge for that portion of any terrorism loss to be paid by the United States government.

TRIPRA contains a USD100 billion cap limiting United States government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds USD100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed USD100 billion, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

That part of the total premium amount quoted herein by Insurer that is attributed to coverage pursuant to TRIPRA is provided above in Premium section of this quotation.

In the event that the Insured declines to purchase TRIPRA coverage, the policy will contain a Terrorism Exclusion.

Cancellation: 90 days except 10 days for nonpayment of premium

SUBJECTIVITIES:

- Confirmation if accepting/rejecting TRIA

There are subjectivities that: 1) must be complied with or resolved before the contract becomes binding, 2) apply both before or after inception, compliance with which is a condition of all or part of the coverage; and 3) apply after the formation of the contract as conditions of continued coverage.

SPECIAL CONDITIONS / OTHER COVERAGES:

NO FLAT CANCELLATIONS

ALL FEES ARE FULLY EARNED AT INCEPTION

Please note that this is a quote only, and the Insurer reserves the right to amend or withdraw the quote if new, corrected or updated information creating a material difference from the previously provided underwriting material is received. This quote summary, the fees quoted and our advice, is confidential. If you need further information about the quote, our fee or the Insurer that is proposing to provide your insurance, please contact us.

We will need a written request in order to bind coverage. If the Insurer binds the risk following your written request, the terms of the policy currently in use by the Insurer will govern the Insurer's quote.

TAXES & FEES:

IMPORTANT NOTE: The Home State of the Named Insured shall be determined in accordance with the provisions of the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, *etc.* ("NRRA"), and the applicable law of the Home State governing cancellation or non-renewal of insurance shall apply to this Policy.

Taxes are provisional based on the insureds acceptance of **TX** as their home state.

Surplus lines taxes quoted may be subject to change based up on updated risk information or changes to tax rates or governmental fees.

State surcharges and/or fees charged by the Insurer may not be included herein and will be billed at a later date.

GENERAL TERMS

In all cases, policy and carrier wordings take precedence.

DEPOSIT PREMIUM

The deposit premium is the minimum portion of premium due to the carrier at the inception of the policy. The premium for the policy term will be adjusted according to the provisions stated in the policy.

MINIMUM PREMIUM

The minimum premium is the LEAST amount of premium retained by the carrier if the policy is in effect for the full term.

MINIMUM EARNED PREMIUM

The minimum earned premium is the LEAST amount of premium that will be retained by the carrier in the event of cancellation. The actual amount of earned premium retained will be the GREATER of the actual premium developed based on the time the policy was in effect OR the minimum earned premium as stated in the policy.

MINIMUM EARNED PREMIUM: 35% Minimum earned premium applies.

Key Endorsements, Limitations, Warranties and Exclusions include, but are not limited to, the following:
Building Vacancy Provision - Coverage may be restricted or excluded for any Building found to be vacant for a minimum of 30 consecutive days or longer subject to all other policy terms and conditions. If any of your covered buildings meet this description at any time during the policy period, please contact us so we can assist you in maintaining appropriate coverage.
Protective Safeguard Endorsement - Failure to maintain the protective safeguards in good working order or failure to notify the insurer of even a temporary impairment in protection suspends coverage until the protection is restored.

Excluded coverage or other coverages sought may be available: please discuss with USI

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.



Regular City Council Meeting

7. 4.

Meeting Date: 10/12/2021

Information

Agenda Item

Resolution - Risk Management: Consider a resolution ratifying the actions of the City Manager in purchasing, for and on behalf of the City of Lubbock, Network Security Privacy Insurance coverage. The subject insurer is listed in the attachment along with the terms and conditions, and said attachment is incorporated hereto as if fully set forth herein.

Item Summary

In addition to the City's internal methods of data breach prevention, Network Security and Privacy Insurance coverage would further protect the City from information privacy and network security breaches, by providing coverage for Privacy Liability, Network Security, and Media Liability and Regulatory action.

The City's current coverage is written by Certain Underwriters at Lloyd's of London, with a policy premium of \$67,290 for a \$5,000,000 limit with a self-insurance retention of \$15,000. The proposed renewal, written by Cowbell Cyber, has a premium of \$99,135.11 which reflects a 47.33% increase over FY 2020-21 for \$1,000 000 in coverage and a \$100,000 deductible.

Carriers bind insurance coverage October 1, 2021, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The policy for the insurance coverage is approved by the Texas Department of Insurance as to content. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Adopted FY 2021-22 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Cyber Resolution

Cyber Liability

RESOLUTION

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

THAT the actions of the City Manager of the City of Lubbock in purchasing for and on behalf of the City of Lubbock, Network Security Privacy Insurance coverage, is hereby ratified. The subject insurer is listed in the attachment along with the terms and conditions and said attachment is incorporated hereto as if fully set forth herein; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council this _____.

DANIEL M. POPE, MAYOR

ATTEST:

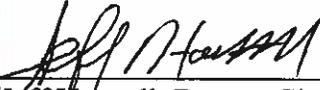
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:



Jeff Hartsell, Deputy City Attorney

RES.Risk Mgmt-Ratify-Network Security Privacy Ins.
October 1, 2021



COWBELL CYBER INSURANCE QUOTE - PRIME 250

City of Lubbock

Subject to the terms and conditions contained herein, Cowbell Insurance Agency ("Cowbell") agrees to issue to the below Named Insured the following quote for insurance coverage. Upon binding of this account, we must receive a signed application from the Insured.

Quote Number	QCB-250-LO78SMJZ	
Quoted On	09/17/2021	
Name of Insured	City of Lubbock	
Mailing Address	Po Box 2000, Lubbock, TX, 79457-4051	
Email Address		
Revenue	\$650,000,000.00	
# Of Employees	2359	
Year Established	1909	
Agency Name	Marsh USA	
Policy Period	From: 09/30/2021 (Effective Date) To: 10/01/2022 (Expiration Date) Both dates at 12:01 AM Insured Local Time	
Policy Term	366 days	
Policy Premium	Estimated Premium (without TRIA)	\$97,411.00
	TRIA	\$974.11
	Underwriting Fees	\$750.00
	TOTAL AMOUNT	\$99,135.11
Aggregate Limit	\$1,000,000	
Insured State	TX	

Coverage under this policy is provided only for those Insuring Agreements for which a limit of liability appears on subsequent pages. **If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this policy.** The Aggregate Limit shown above is the most the Insurer(s) will pay regardless of the number of Insured Agreements purchased.



COVERAGES - PRIME 250

LIABILITY EXPENSE	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
<input checked="" type="checkbox"/> Liability Costs	\$1,000,000	\$100,000	-	Full Prior Acts
<input checked="" type="checkbox"/> PCI Costs	\$1,000,000	\$100,000	-	Full Prior Acts
<input checked="" type="checkbox"/> Regulatory Costs	\$1,000,000	\$100,000	-	Full Prior Acts
FIRST PARTY EXPENSE	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
<input checked="" type="checkbox"/> Cowbell Breach Fund	\$1,000,000	\$100,000	-	-
<input checked="" type="checkbox"/> Data Restoration Costs	\$1,000,000	\$100,000	-	-
<input checked="" type="checkbox"/> Extortion Costs	\$1,000,000	\$100,000	-	-
<input checked="" type="checkbox"/> Reputational Harm Expense	\$500,000	-	24 Hours	09/30/2021
FIRST PARTY LOSS	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
<input checked="" type="checkbox"/> Business Interruption Loss	\$250,000	\$100,000	24 Hours	-
<input checked="" type="checkbox"/> Contingent Business Interruption Loss	\$250,000	\$100,000	24 Hours	-
<input checked="" type="checkbox"/> System Failure	\$250,000	\$100,000	24 Hours	-
<input checked="" type="checkbox"/> Cyber Crime Loss	\$250,000	\$100,000	-	-
<input checked="" type="checkbox"/> Bricking Costs	\$250,000	\$100,000	-	-
<input checked="" type="checkbox"/> Criminal Reward Costs	\$100,000	-	-	-



ENDORSEMENTS - PRIME 250

COVERAGE ENDORSEMENTS	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
<input checked="" type="checkbox"/> California Consumer Privacy Act	\$1,000,000	\$100,000	-	Full Prior Acts
<input checked="" type="checkbox"/> General Data Protection Regulation	\$1,000,000	\$100,000	-	Full Prior Acts
<input checked="" type="checkbox"/> Utility Fraud Attack	\$100,000	\$100,000	-	-
<input checked="" type="checkbox"/> Media Liability	\$1,000,000	\$100,000	-	Full Prior Acts



ENDORSEMENTS & FORMS - PRIME 250

(EFFECTIVE AT INCEPTION)

TITLE	FORM #
Cowbell Cyber Risk Insurance Policy Declarations - Prime 250	PRIME 250SL 002 07 20
Notice to Policyholders - OFAC	PN006SL 09 20
Customer Notice of Privacy Policy & Producer Compensation Practices Disclosure	PN007SL OB 09 20
Cowbell Cyber Risk Insurance Policy - Prime 250	PRIME 250SL 001 10 20
Service of Process	PRIME 250SL 075 12 20
California Consumer Privacy Act	PRIME 250SL 004 09 20
General Data Protection Regulation	PRIME 250SL 005 09 20
Utility Fraud Attack	PRIME 250SL 006 09 20
Media Liability	PRIME 250SL 007 09 20
Disclosure Pursuant to Terrorism Risk Insurance Act	PRIME 250SL 028 10 20
Cap on Losses From Certified Acts of Terrorism	PRIME 250SL 029 10 20
Trade or Economic Sanctions Exclusion Endorsement	PRIME 250SL 032 09 20



SUBJECTIVITIES - PRIME 250

This quote proposal expires on the earlier of the following: seven (7) days after the effective date of the policy; or upon notice to you by Cowbell that the quote is expiring as of a particular date due to changes in market conditions and/or the discovery of any new information related to the quoted risk.

If the policy is issued after the effective date of coverage a no known loss letter will be required to issue.

This quote proposal for insurance coverage is issued based on the truthfulness and accuracy of the information provided to Cowbell in response to the questions on the insurance application entered into our underwriting system.

If between the date of the quote and the Effective Date of the proposed insurance contract, there is a material change in the condition of the Named Insured or if any notice of claim or circumstance giving rise to a claim is reported prior to the Effective Date of the proposed insurance contract, then the Named Insured must notify Cowbell. Whether or not this quote has already been accepted by the Named Insured, Cowbell reserves the right to rescind this quote as of its Effective Date or to modify the final terms and conditions of the quote upon review of the information. Cowbell also reserves the right to modify the final terms and conditions upon review of the information received in satisfaction of the aforementioned conditions. 1. 2. 3.

This quote is also subject to the satisfaction of the following conditions:

- Please provide the intended Policyholder's contact information: Name, Email, and Phone Number; this is necessary prior to binding.
- Cowbell Application signed and dated within 30 days prior to binding.
- If the applicant had prior cyber coverage, please provide 5 years of loss runs.
- Completed Surplus Lines Tax Documentation Form prior to binding.
- Have a risk engineering call within 120 days of policy issuance.

Please note this quote contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein.



DESCRIPTIONS - PRIME 250

Subject to the terms and conditions contained herein, Cowbell Insurance Agency ("Cowbell") agrees to issue to the below Named for insurance coverage. Upon binding of this account, we must receive a signed application from the Insured.

✔ Liability Costs

Coverage for (1) defense expenses, (2) monetary damages the insured becomes legally obligated to pay including pre-judgment interest, post judgment interests, judgments or settlements; and (3) punitive, exemplary, or multiplied damages but only to the extent such damages are insurable under the applicable law most favorable to the insurability of such damages.

✔ PCI Costs

Coverage for amounts the insured is legally obligated to pay under a Payment Card Services Agreement including: (1) monetary assessments; (2) fines; (3) penalties; (4) chargebacks; (5) reimbursements; (6) fraud recoveries; (7) forensic investigation, including any PFI; and (8) costs or expenses incurred in connection with a PCI DSS compliance audit.

✔ Regulatory Costs

Coverage for (1) any amount the insured is legally required to deposit in a fund for the payment of consumers; (2) fines; or (3) penalties imposed by a federal, state or foreign governmental entity due to a privacy incident.

✔ Cowbell Breach Fund

Coverage for losses and expenses directly associated with recovery activities after a cyber incident. This can include incident response, investigation, forensics, crisis management, notification to customers, call center services, overtime salaries, post- event monitoring services such as credit monitoring, and healthcare records remediation for impacted customers.

✔ Data Restoration Costs

Coverage for the cost to replace, restore, recreate or recover data residing on an insured's computer system that is compromised as a direct result of a network security incident. If such data cannot be replaced, restored, recreated or recovered, then data restoration is limited to the costs associated with that determination.

✔ Extortion Costs

Coverage for losses from a privacy incident or network security incident resulting from a credible threat or series of threats, such as a ransomware attack. This can include expenses to investigate the cause of an extortion threat and the payment amounts, including the actual costs to execute such payment (whether in digital or traditional currency).

✔ Reputational Harm Expense

Coverage for the income loss that the insured sustains during a period of indemnity that directly results from a communication via any medium specifically arising from an actual or alleged incident that threatens to, or actually does negatively harm the insured's reputation

✔ Business Interruption Loss

Coverage for the income loss and extra expenses due to the actual and measurable interruption or degradation in performance of the insured's computer system. This would also include a voluntary shutdown of the insured's computer system when such action is taken to minimize, avoid or reduce further damage as a result of a covered incident.

✔ Contingent Business Interruption Loss

Coverage for the income loss and extra expenses due to the actual and measurable interruption or degradation in performance of a service provider's computer system. This would also include a voluntary shutdown of computer systems when such action is taken to minimize, avoid or reduce further damage as a result of a covered incident.

✔ System Failure

Coverage for the income loss and extra expenses due to a system failure (see policy wording) which causes the actual and measurable interruption, suspension, failure, degradation or delay in performance of the insured's computer system.

✔ Cyber Crime Loss

Coverage for loss of money or digital currency directly resulting from any of the following covered events: (1) social engineering (2) reverse social engineering, (3) fraudulent transfer of funds. It also provides coverage for charges incurred by the insured from its telecommunications provider as a result of a telecommunications hack.

✔ Bricking Costs

Coverage for the reasonable and necessary costs, subject to the insurer's prior consent, to replace, remediate or improve the insured's computer system. Costs must be incurred as a direct result of a network security incident.

DESCRIPTIONS - PRIME 250

Criminal Reward Costs

Coverage for amounts offered by the insured for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this policy.

California Consumer Privacy Act

Coverage for the amounts that the insured is legally obligated to pay in responding to a CCPA compliance audit or investigation that directly results from a privacy or a network security incident.

General Data Protection Regulation

Coverage for the amounts that the insured is legally obligated to pay in responding to a GDPR compliance audit or investigation that directly results from a privacy or a network security incident.

Utility Fraud Attack

Coverage for the additional amounts incurred due to the manipulation or deception, by an unauthorized third party for its use, of the insured organization's natural gas, oil, or internet.

Media Liability

Liability costs coverage for intellectual property infringement, other than patent infringement, resulting from the advertising of an insured's services. This builds upon the online media liability coverage in the base form to expand to printed advertising. This includes social media.



6800 Koll Center Parkway, Suite 250, Pleasanton CA 94566

SURPLUS LINES COMPLIANCE NOTICE

ISSUING CARRIER Obsidian Specialty Insurance Company

We are pleased to enclose quote proposal for this account.

Please be advised that by binding this risk with the above referenced Surplus Lines Insurance Company, you agree that as the Surplus Lines Broker responsible for the placement of this insurance policy, it is your obligation to comply with all States Surplus Lines Laws including completion of any declarations / affidavits that must be filed as well as payment of any and all Surplus Lines taxes that must be remitted to the State(s). We will look to you for indemnification if controlling Surplus Lines Laws are violated by you as the Surplus Lines broker responsible for the placement.

You further confirm that any applicable state requirement concerning a diligent search for coverage by admitted carriers has been fulfilled in accordance with state law.

Thank you for this placement and your regulatory compliance.

NAMED INSURED: City of Lubbock

QUOTE NUMBER: QCB-250-LO78SMJZ

STATE: TX

SURPLUS LINES BROKER:

FILING STATE SURPLUS LICENSE NUMBER:

AGENCY NAME: Marsh USA

AGENCY MAILING ADDRESS:



6800 Koll Center Parkway, Suite 250, Pleasanton CA 94566

TEXAS SURPLUS LINES NOTICE

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85% percent tax on gross premium.



Regular City Council Meeting

7.5.

Meeting Date: 10/12/2021

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing an easement, located at 4601 23rd Street, Lubbock County, Texas.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close a 10-foot easement, located in Lot 22-A, Tanglewood Addition, Lubbock County, Texas. The easement was dedicated by re-plat and is no longer needed.

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

Fiscal Impact

None

Staff/Board Recommending

Jessica McEachern, Assistant City Manager

Attachments

Ordinance Abandon and Close a 10-foot Easement - Tanglewood Addition

Exhibit A - Ordinance Abandon and Close a 10-foot Easement - Tanglewood Addition

Plat- Lot 22-A Tanglewood Addition

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A TEN-FOOT EASEMENT LOCATED IN LOT 22A, TANGLEWOOD ADDITION, LUBBOCK COUNTY, TEXAS ACCORDING TO THE MAP, PLAT, AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 797, PAGE 324 OF THE DEED RECORDS OF 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 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 easement as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for easement purposes and for public use, such easement being more particularly described in the attached 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 _____, 2021.

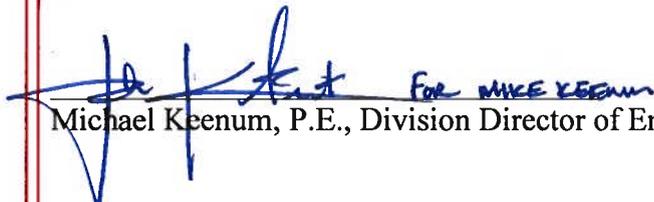
Passed by the City Council on second reading this _____ day of _____, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

 For MIKE KEENUM.

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

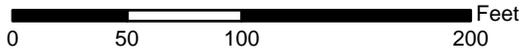
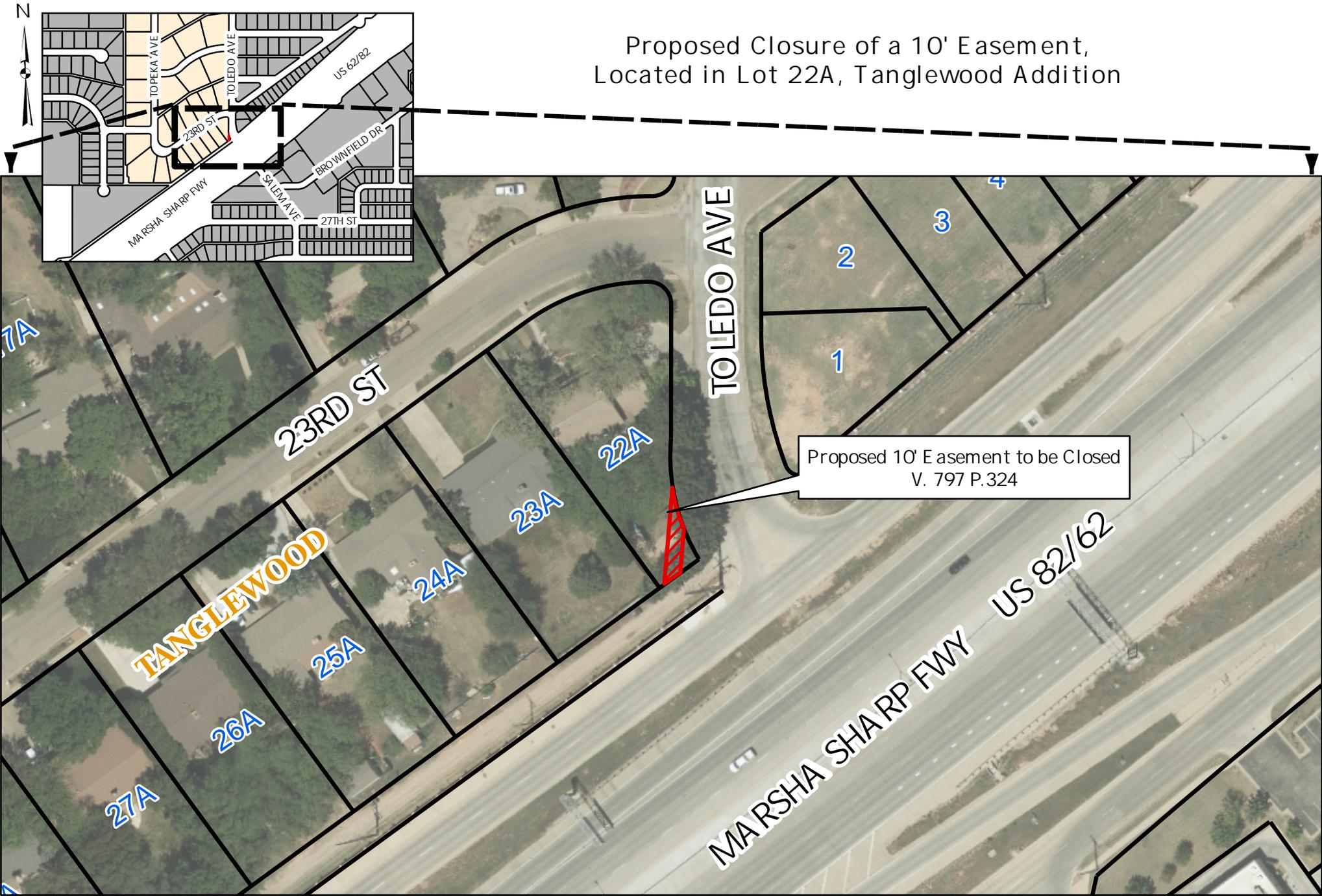
APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

Ord.A&C-10-Foot Easement-Lot 22A, Tanglewood
9.27.21

Proposed Closure of a 10' Easement, Located in Lot 22A, Tanglewood Addition



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.

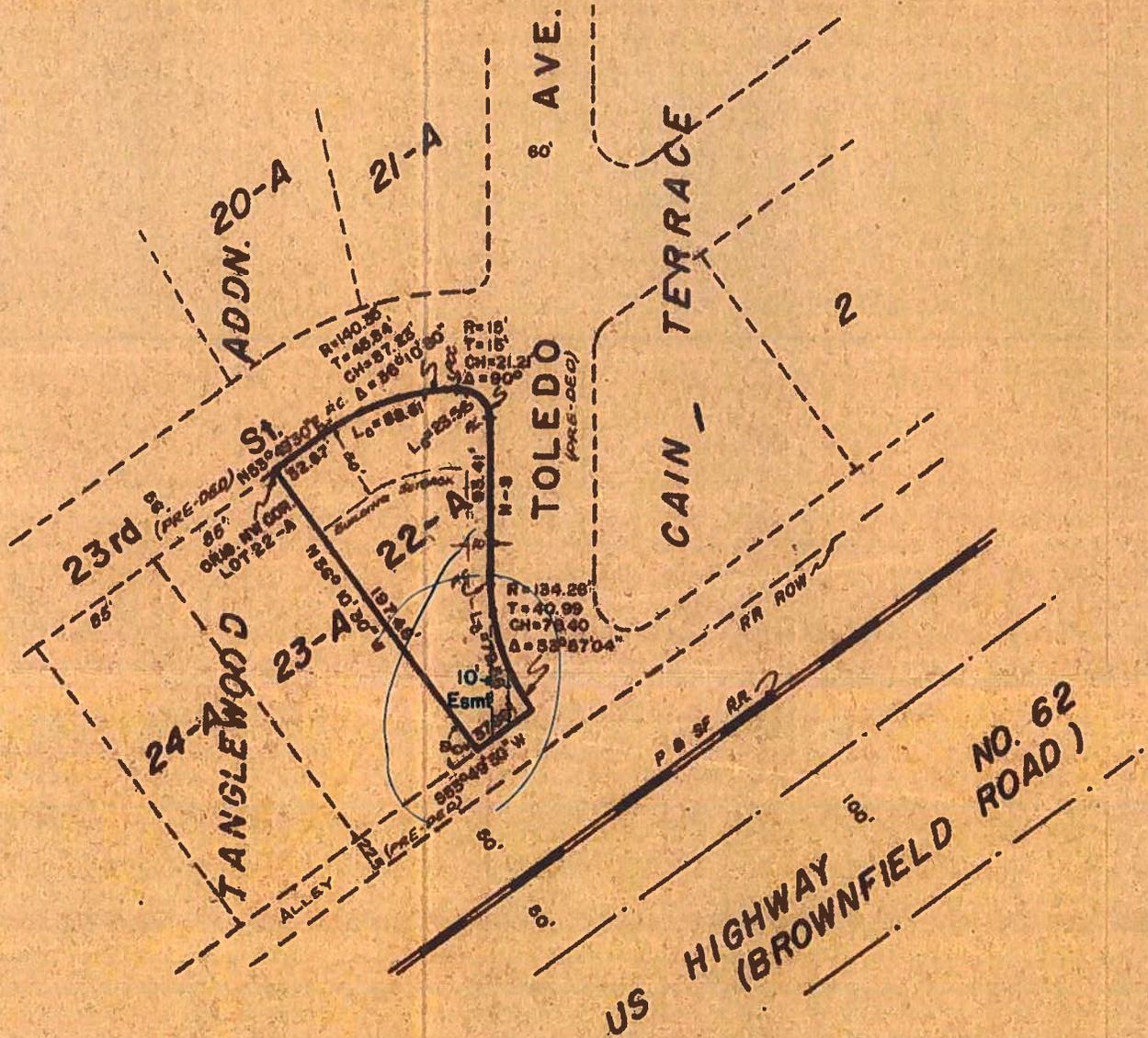


Vol-797
Pg-324

RE-PLAT OF LOT 22-A

TANGLEWOOD ADDITION

TO THE CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS



SCALE
HEI
3/4



Regular City Council Meeting

7. 6.

Meeting Date: 10/12/2021

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept on behalf of the City of Lubbock, four Street and Public Use Dedication Deeds out of Sections 30 and 31, Block AK, Lubbock County, Texas, to be utilized for the Upland Avenue Roadway Expansion Project.

Item Summary

With the widening of Upland Avenue from 66th Street to 114th Street, the following street dedications will allow for the construction of the proposed arterial. The parcels of land are located in Sections 30 and 31, Block AK, Lubbock County, Texas. The total consideration of \$57,217, as valued in Appraisal Reports, is subject to final approval by the City Council and approval of title.

Parcel	Owner	Acres	Cost
Parcel 72	James Crump, Jr.	0.034	\$14,450
Parcel 73	Northstar Development, Inc.	0.007	\$ 3,750
Parcel 111	Forrest Sky Capital, Ltd.	0.068	\$25,918
Parcel 112	Forrest Sky Capital, Ltd.	0.034	\$13,099
TOTALS		0.143	\$57,217

Fiscal Impact

The cost of the easement acquisition is \$57,217 and is funded in Capital Improvements Project 92510, Upland Avenue 66th Street to 82nd Street.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution - Four Street and Public Use Dedication Deeds- Section 30 and 31 Block AK

Parcel 72 - Street and Public Ded Deeds- Sec 31 BIK AK

Parcel 73 - Street and Public Ded Deeds- Sec 31 BIK AK

Parcel 111 - Street and Public Ded Deeds- Sec 30 BIK AK

Parcel 112 - Street and Public Ded Deeds- Sec 30 BIK AK

CIP- Detail

Budget Detail

Location Map

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock four Street and Public Use Dedication Deeds in connection with certain real property located in Sections 30 and 31, Block AK, Lubbock County, Texas, to be utilized for the Upland Avenue Roadway Project, and all related documents. Said Dedication Deeds are attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

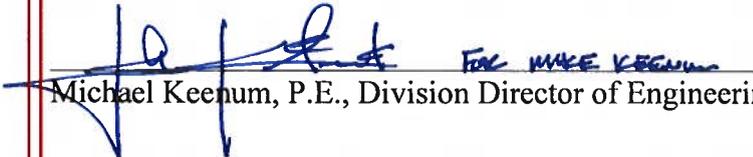
Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

RES.4 Dedication Deeds-Section 30 & 31, Block AK
9.27.21

EXHIBIT "A"



SCALE: 1"=50'

2' UNDERGROUND UTILITY EASEMENT
VOL. 705, PG. 519

TRACT A, UPLAND POINT
NORTHSTAR DEVELOPMENT, INC.
CCFN 2016013426
7301 MARSHA SHARP FREEWAY

Line Table		
Line #	Length	Direction
L1	15.00'	N88° 10' 18"W
L2	100.00'	N01° 49' 42"E
L3	15.00'	S88° 10' 18"E
L4	100.00'	S01° 49' 42"W

1-STORY METAL BUILDING

0.839 ACRES
JAMES & SHERRI CRUMP
VOL. 2267, PG. 316
7002 UPLAND AVE.

CONCRETE

20' UNDERGROUND UTILITY EASEMENT
by PLAT

55' RIGHT-OF-WAY
by PLAT

UPLAND AVENUE
(STRIP PAVED)

PARCEL 120

TRACT A
JKLM INVESTMENTS
CCFN 2008046498
6901 UPLAND AVE.

TRACT A
JKLM INVESTMENTS
CCFN 2008046498
6901 UPLAND AVE.

2.699 ACRES
FOREST SKY CAPITAL, L TD
CCFN 2012045994
7001 UPLAND AVE.

0.37 ACRES
KKJ INVESTMENTS, LLC
CCFN 2017031430
7004 UPLAND AVE.

40' RIGHT-OF-WAY
COMMISSIONERS COURT
MINUTES APRIL 27, 1960

P.O.B.
N= 7,259,071.22'
E= 910,131.96'

SECTION 31, BLOCK AK
SECTION 30, BLOCK AK

LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- - - RIGHT-OF-WAY
- - - EASEMENT
- SET 1/2" ROD w/CAP
- ⊙ SET CROW FOOT
- FD. 1/2" SQUARE TUBE
- FD. 1/2" ROD
- △ FD. RAILROAD SPIKE
- FD. NAIL

P.O.B. - POINT OF BEGINNING

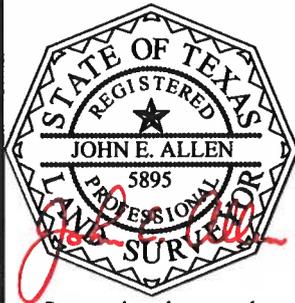
CCFN- COUNTY CLERK FILE NUMBER,
LUBBOCK COUNTY, TEXAS

Note: Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

**UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET**

Parcel 72 - Permanent Easement
PERIMETER SURVEY OF A
0.034 ACRE PARCEL LOCATED IN
SECTION 31, BLOCK AK
LUBBOCK COUNTY, TEXAS

John E. Allen, Registered Professional Land Surveyor No.5895
State of Texas



Surveyed on the ground.
June 12, 2020

**HR HUGO REED
AND ASSOCIATES, INC.**

LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100878-00
TEXAS REGISTERED ENGINEERING FIRM F-780

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

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

Copyright 2020, Hugo Reed and Associates, Inc. Page 1 of 2

DESCRIPTION FOR PARCEL 72

METES AND BOUNDS DESCRIPTION of a 0.034 acre parcel located in Section 31, Block AK, Lubbock County, Texas, being the East 15.00 feet of a 0.839 acre tract described in Volume 2267, Page 316, Real Property Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set (N=7,259,071.22, E=910,131.96') at the Southeast corner of said 0.839 acre tract and at the Northeast corner of a 0.37 acre tract described in County Clerk File Number (CCFN) 2017031430, Official Public Records, Lubbock County, Texas (OPRLCT), and in the West line of a 40.00 foot Right-of-Way described in Lubbock County Commissioner Court Minutes, April 27, 1960, which bears N. 88° 10' 18" W. a distance of 55.00 feet and N. 01° 49' 42" E. a distance of 1273.02 feet from a railroad spike found at the Southeast corner of the North Half of said Section 31, Block AK, for the Southeast corner of this parcel;

THENCE N. 88° 10' 18" W. along the common line of said 0.839 acre tract and said 0.37 acre tract a distance of 15.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set for the Southwest corner of this parcel;

THENCE N. 01° 49' 42" E. parallel with and 55.00 feet from the East line of said Section 31, Block AK, a distance of 100.00 feet to a crows foot cut in concrete in the North line of said 0.839 acre tract and at the Southeast corner of Tract A, Upland Point, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 10016, Page 160, OPRLCT, and at the Southwest corner of a 55.00 foot Right-of-Way dedicated with said Tract A, Upland Point, for the Northwest corner of this parcel;

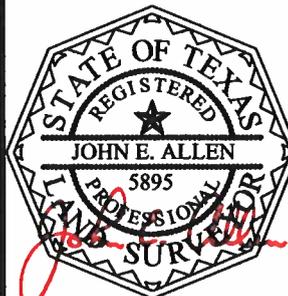
THENCE S. 88° 10' 18" E. along the North line of said 0.839 acre tract and along the South line of said 55.00 foot Right-of-Way a distance of 15.00 feet to a 1/2" square tube found in the East line of said 0.839 acre tract and in the West line of said 40.00 foot Right-of-Way, for the Northeast corner of this parcel;

THENCE S. 01° 49' 42" W. along the East line of said 0.839 acre tract and along the West line of said 40.00 foot Right-of-Way a distance of 100.00 feet to the Point of Beginning. Containing 0.034 acre (1500 sq. ft.) of land, more or less.

**UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET**

**Parcel 72 - Permanent Easement
PERIMETER SURVEY OF A
0.034 ACRE PARCEL LOCATED IN
SECTION 31, BLOCK AK
LUBBOCK COUNTY, TEXAS**

John E. Allen, Registered Professional Land Surveyor No.5895
State of Texas



Surveyed on the ground.
June 12, 2020

**HR HUGO REED
AND ASSOCIATES, INC.**

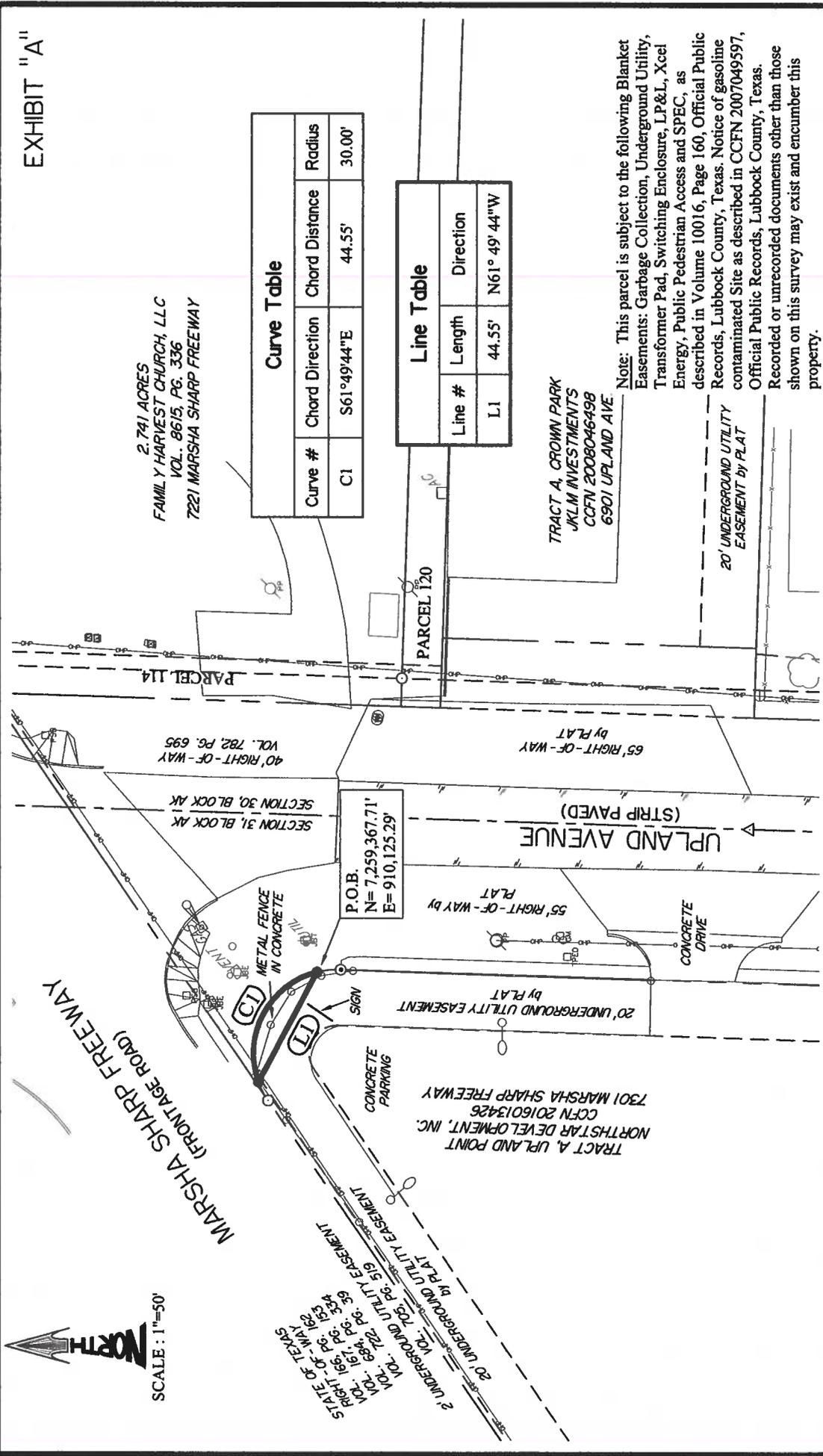
**LAND SURVEYORS
CIVIL ENGINEERS**
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760

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

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EXHIBIT "A"



2.741 ACRES
 FAMILY HARVEST CHURCH, LLC
 VOL. 8615, PG. 336
 7221 MARSHA SHARP FREEWAY

Curve Table			
Curve #	Chord Direction	Chord Distance	Radius
C1	S61°49'44"E	44.55'	30.00'

Line Table		
Line #	Length	Direction
L1	44.55'	N61° 49' 44"W

TRACT A, CROWN PARK
 JKLM INVESTMENTS
 CCFN 2008046498
 6901 UPLAND AVE

Note: This parcel is subject to the following Blanket Easements: Garbage Collection, Underground Utility, Transformer Pad, Switching Enclosure, LP&L, Xcel Energy, Public Pedestrian Access and SPEC, as described in Volume 10016, Page 160, Official Public Records, Lubbock County, Texas. Notice of gasoline contaminated Site as described in CCFN 2007049597, Official Public Records, Lubbock County, Texas. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

- LEGEND:**
- SURVEYED PROPERTY
 - ADJACENT PROPERTY
 - RIGHT-OF-WAY
 - EASEMENT
 - - SET 1/2" ROD w/CAP
 - ⊙ - FD. 1/2" ROD w/CAP
 - - FD. 1/2" ROD
 - △ - FD. RAILROAD SPIKE
- P.O.B. - POINT OF BEGINNING
 CCFN - COUNTY CLERK FILE NUMBER,
 LUBBOCK COUNTY, TEXAS

HR HUGO REED AND ASSOCIATES, INC.

LAND SURVEYORS
 CIVIL ENGINEERS
 1601 AVENUE N
 LUBBOCK, TEXAS 79401
 PHONE: 806 / 763-6642
 TEXAS LICENSED SURVEYING FIRM 100876-00
 TEXAS REGISTERED ENGINEERING FIRM F-780
 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

STATE OF TEXAS
 REGISTERED PROFESSIONAL SURVEYOR
 JOHN E. ALLEN
 5895
 SURVEYED ON THE GROUND
 June 12, 2020

UPLAND AVENUE DESIGN PROJECT
 66TH STREET TO 114TH STREET

Parcel 73 - Permanent Easement
 PERIMETER SURVEY OF A
 0.007 ACRE PARCEL LOCATED IN
 SECTION 31, BLOCK AK
 LUBBOCK COUNTY, TEXAS

John E. Allen, Registered Professional Land Surveyor No. 5895
 State of Texas

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DESCRIPTION FOR PARCEL 73

METES AND BOUNDS DESCRIPTION of a 0.007 acre parcel located in Section 31, Block AK, Lubbock County, Texas, being a portion of Tract A, Upland Point, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 10016, Page 160, Official Public Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set (N=7,259,367.71', E=910,125.29') in a curve concave to the Southwest, having a radius of 30.00 feet, a chord bearing of N. 06° 01' 40" W. and a chord distance of 53.48, being the East line of said Tract A, Upland Point, and in the West line of a 55.00 foot Right-of-Way dedicated with said Tract A, Upland Point, which bears N. 06° 01' 40" W. a distance of 8.20 feet from a 1/2" iron rod with yellow cap found at the most Southeasterly point of curvature for said Tract A, Upland Point, for the Easterly corner of this parcel;

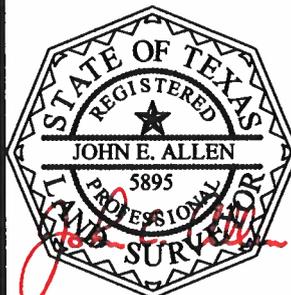
THENCE N. 61° 49' 44" W. a distance of 45.55 feet to a 1/2" iron rod with yellow cap marked "HUGO REED ASSOC" set in the Northerly line of said Tract A, Upland Point, and in the Southerly line of said 55.00 foot Right-of-Way, which bears N. 62° 59' 26" W. a distance of 7.56 feet from a 1/2" iron rod found at the most Northwesterly point of curvature for said Tract A, Upland Point, for the Westerly corner of this parcel;

THENCE Southeasterly along said curve concave to the Southwest, having a radius of 30.00 feet, a chord bearing of S. 61° 49' 44" E. and a chord distance of 44.55 feet, being along the common said curve of said Tract A, Upland Point, and said 55.00 foot Right-of-Way to the Point of Beginning. Containing 0.007 acre (305 sq. ft.) of land, more or less.

**UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET**

**Parcel 73 - Permanent Easement
PERIMETER SURVEY OF A
0.007 ACRE PARCEL LOCATED IN
SECTION 31, BLOCK AK
LUBBOCK COUNTY, TEXAS**

John E. Allen, Registered Professional Land Surveyor No.5895
State of Texas



Surveyed on the ground.
June 12, 2020

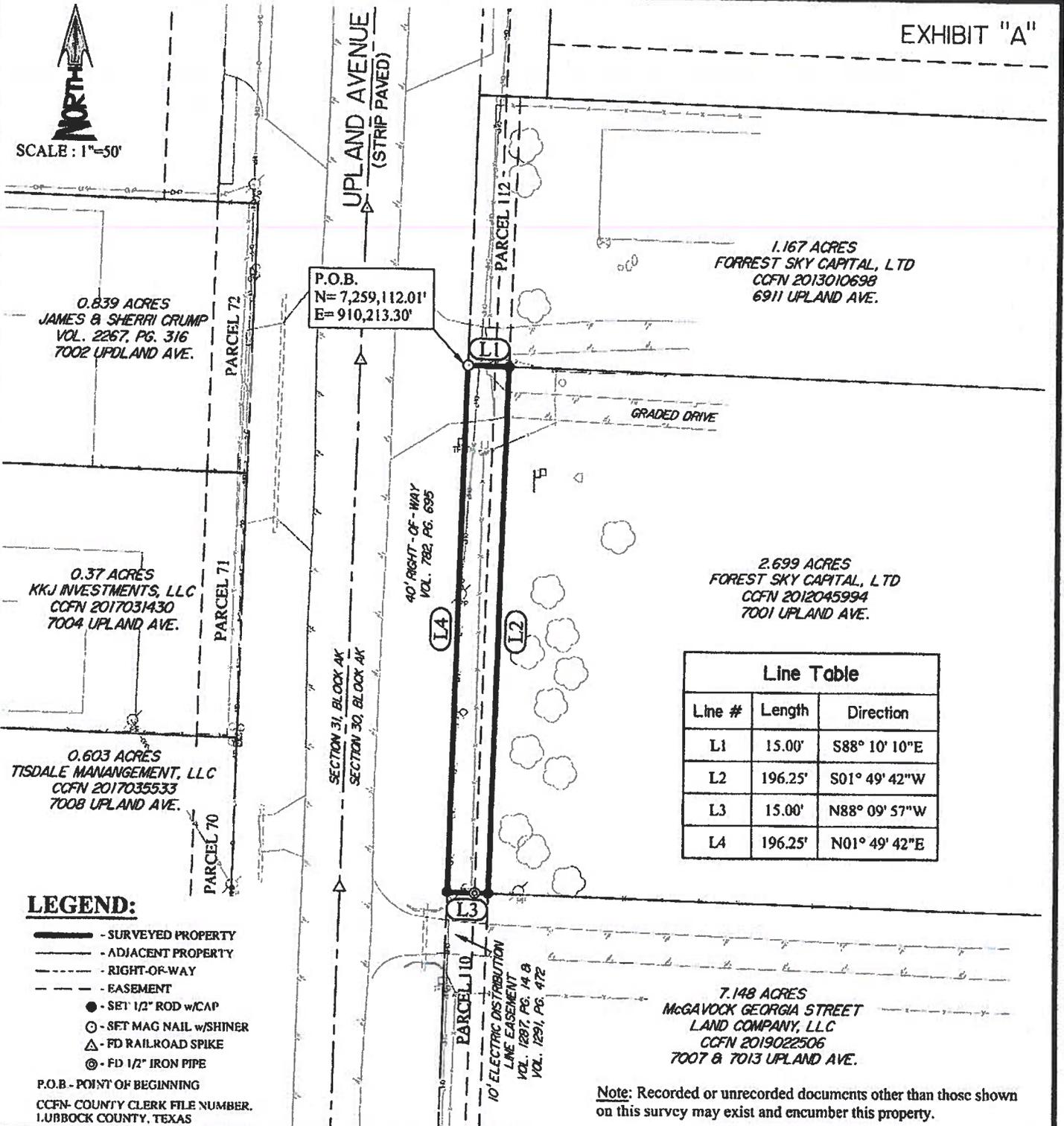
**HR HUGO REED
AND ASSOCIATES, INC.**

**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,
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Combined Scale Factor: 1.0002485

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1.167 ACRES
FORREST SKY CAPITAL, LTD
CCFN 2013010698
6911 UPLAND AVE.

2.699 ACRES
FOREST SKY CAPITAL, LTD
CCFN 2012045994
7001 UPLAND AVE.

Line Table		
Line #	Length	Direction
L1	15.00'	S88° 10' 10"E
L2	196.25'	S01° 49' 42"W
L3	15.00'	N88° 09' 57"W
L4	196.25'	N01° 49' 42"E

LEGEND:

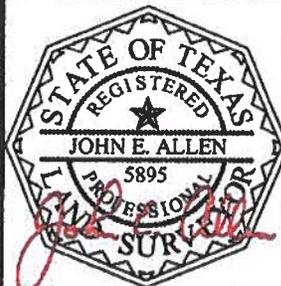
- SURVEYED PROPERTY
- - - ADJACENT PROPERTY
- - - RIGHT-OF-WAY
- - - EASEMENT
- - SET 1/2" ROD w/CAP
- - SET MAG NAIL w/SHINER
- △ - FD RAILROAD SPIKE
- ⊙ - FD 1/2" IRON PIPE
- P.O.B. - POINT OF BEGINNING
- CCFN - COUNTY CLERK FILE NUMBER, LUBBOCK COUNTY, TEXAS

Note: Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

**UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET**

Parcel 111 - Permanent Easement
PERIMETER SURVEY OF A
0.068 ACRE PARCEL LOCATED IN
SECTION 30, BLOCK AK
LUBBOCK COUNTY, TEXAS

John E. Allen, Registered Professional Land Surveyor No.5895
State of Texas



Surveyed on the ground.
September 9, 2020

**HR HUGO REED
AND ASSOCIATES, INC.**

LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100876-00
TEXAS REGISTERED ENGINEERING FIRM F-780

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

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

DESCRIPTION FOR PARCEL 111

METES AND BOUNDS DESCRIPTION of a 0.068 acre parcel located in Section 30, Block AK, Lubbock County, Texas, being the East 15.00 feet of the West 55.00 feet of a 2.699 acre tract described in County Clerk File Number (CCFN) 2012045994, Official Property Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a mag nail with shiner (N=7,259,112.01', E=910,213.30') set in the North line said 2.699 acre tract and in the South line of a 1.167 acre tract described in CCFN 2013010698, OPRLCT, and in the East line of a 40.00 foot Right-of-Way described in Volume 782, Page 695, Deed Records, Lubbock County, Texas, which bears S. 01°49'42" W. a distance of 1323.45 feet and S. 88°10'10" E. a distance of 40.00 feet from a railroad spike found at the Northwest corner of said Section 30, Block AK, for the Northwest corner of this parcel;

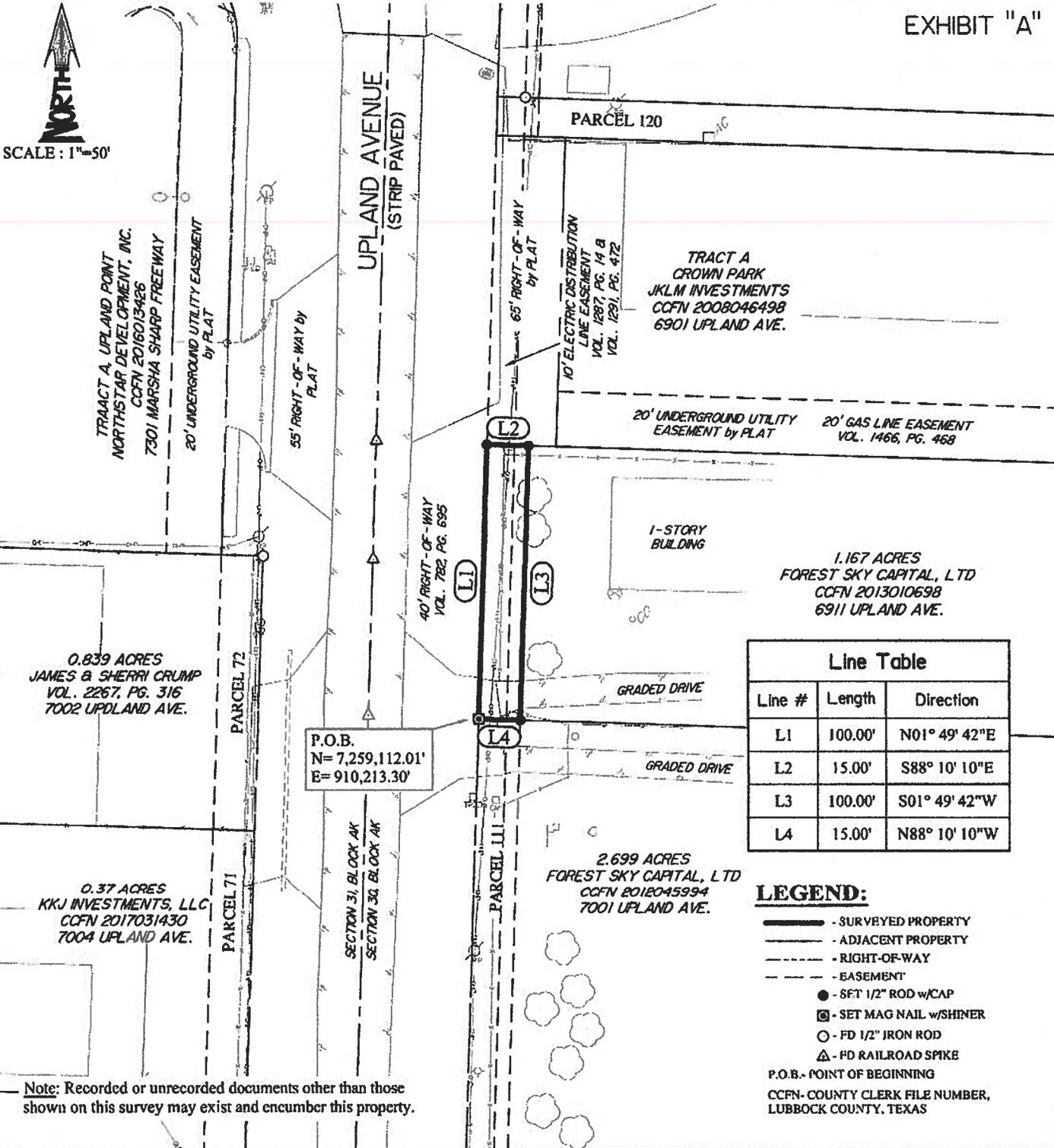
THENCE S. 88°10'10" E. along the common line of said 2.699 acre tract and said 1.167 acre tract a distance of 17.94 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set for the Northeast corner of this parcel;

THENCE S. 01°49'42" W. parallel with and 55.00 feet from the West line of said Section 30, Block AK, a distance of 196.25 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set in the South line of said 2.699 acre tract and in the North line of a 7.148 acre tract described in CCFN 2019022506, OPRLCT, for the Southeast corner of this parcel;

THENCE N. 88°09'42" W. along the common line of said 2.699 acre tract and said 7.148 acre tract, at 5.00 feet pass a 1/2" iron pipe, continuing for a total distance of 15.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set in the East line of said 40.00 foot Right-of-Way, for the Southwest corner of this parcel;

THENCE N. 01°49'42" E. along the East line of said 40.00 Right-of-Way a distance of 196.25 feet to the Point of Beginning. Containing 0.068 acre (2944 sq. ft.) of land, more or less.

<p>UPLAND AVENUE DESIGN PROJECT 66TH STREET TO 114TH STREET</p>	 <p align="center">Surveyed on the ground. September 9, 2020</p>	<p>HR HUGO REED AND ASSOCIATES, INC.</p>
<p align="center">Parcel 111 - Permanent Easement PERIMETER SURVEY OF A 0.068 ACRE PARCEL LOCATED IN SECTION 30, BLOCK AK LUBBOCK COUNTY, TEXAS</p>		<p>LAND SURVEYORS 1601 AVENUE N CIVIL ENGINEERS LUBBOCK, TEXAS 79401 TEXAS LICENSED SURVEYING FIRM 100678-00 PHONE: 806 / 763-5642 TEXAS REGISTERED ENGINEERING FIRM F-760 FAX: 806 / 763-3891</p>
<p>John E. Allen, Registered Professional Land Surveyor No.5895 State of Texas</p>	<p>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</p> <p>Copyright 2020, Hugo Reed and Associates, Inc. Page 2 of 2</p>	



Line Table		
Line #	Length	Direction
L1	100.00'	N01° 49' 42"E
L2	15.00'	S88° 10' 10"E
L3	100.00'	S01° 49' 42"W
L4	15.00'	N88° 10' 10"W

LEGEND:

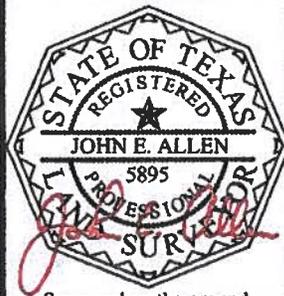
- SURVEYED PROPERTY
- ADJACENT PROPERTY
- - - RIGHT-OF-WAY
- - - EASEMENT
- - 5FT 1/2" ROD w/CAP
- ⊗ - SET MAG NAIL w/SHINER
- - FD 1/2" IRON ROD
- △ - FD RAILROAD SPIKE

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

**UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET**

Parcel 112 - Permanent Easement
PERIMETER SURVEY OF A
0.034 ACRE PARCEL LOCATED IN
SECTION 30, BLOCK AK
LUBBOCK COUNTY, TEXAS

John E. Allen, Registered Professional Land Surveyor No.5895
State of Texas



Surveyed on the ground.
September 9, 2020

**HR HUGO REED
AND ASSOCIATES, INC.**

LAND SURVEYORS
CIVIL ENGINEERS
1601 AVENUE N
LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100876-00
PHONE: 806 / 763-5642
TEXAS REGISTERED ENGINEERING FIRM F-760
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 arc surface, U.S. Survey feet.
Combined Scale Factor: 1.0002485

DESCRIPTION FOR PARCEL 112

METES AND BOUNDS DESCRIPTION of a 0.034 acre parcel located in Section 30, Block AK, Lubbock County, Texas, being a portion of 1.167 acres described in County Clerk File Number (CCFN) 2013010698, Official Property Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a mag nail with shiner (N=7,259,112.01', E=910,213.30') set in the South line of said 1.167 acre tract and in the North line of a 2.699 acre tract described in CCFN 2012045994, OPRLCT and in the East line of a 40.00 foot Right-of-Way described in Volume 782, Page 695, Deed Records, Lubbock County, Texas, which bears S. 01°49'42" W. a distance of 1323.45 feet and S. 88°10'10" E. a distance of 40.00 feet from a railroad spike found at the Northwest corner of said Section 30, Block AK, for the Southwest corner of this parcel;

THENCE N. 01°49'42" E. along said East line of said 40.00 foot Right-of-Way a distance of 100.0 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set in the North line of said 1.167 acre tract and in the South line of a 65.00 foot Right-of-Way as described in Tract A, Crown Park, an addition to the City of Lubbock, according to the map, plat and/or dedication deed thereof recorded in CCFN 2008041871, OPRLCT, for the Northwest corner of this parcel;

THENCE S. 88°10'18" E. along the common line of said 1.167 acre tract and said 65.00 foot Right-of-Way a distance of 15.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set, which bears N. 88°10'18" W. a distance of 10.00 feet from the most Westerly Southwest corner of said Tract A, Crown Park, for the Northeast corner of this parcel;

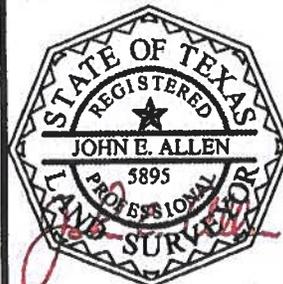
THENCE S. 01°49'42" W. parallel with and 55.00 feet from the West line of said Section 30, Block AK, a distance of 100.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set in the South line of said 1.167 acre tract and in the said North line of said 2.699 acre tract, for the Southeast corner of this parcel;

THENCE N. 88°10'10" W. along the common line of said 1.167 acre tract and said 2.699 acre tract a distance of 15.00 feet to the Point of Beginning. Containing 0.034 acre (1500 sq. ft.) of land, more or less.

**UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET**

**Parcel 112 - Permanent Easement
PERIMETER SURVEY OF A
0.034 ACRE PARCEL LOCATED IN
SECTION 30, BLOCK AK
LUBBOCK COUNTY, TEXAS**

John E. Allen, Registered Professional Land Surveyor No.5895
State of Texas



Surveyed on the ground.
September 9, 2020

**HR 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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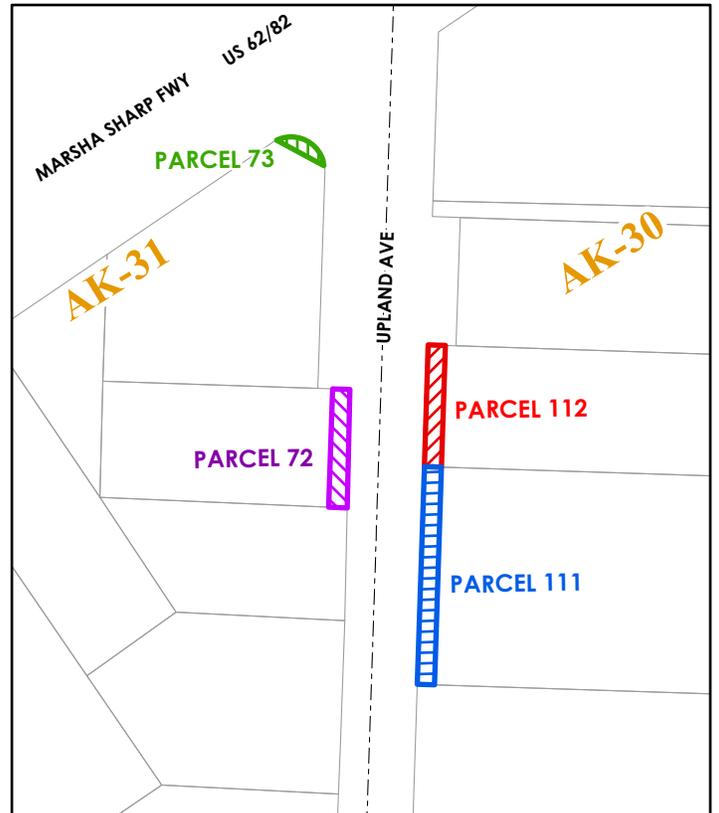
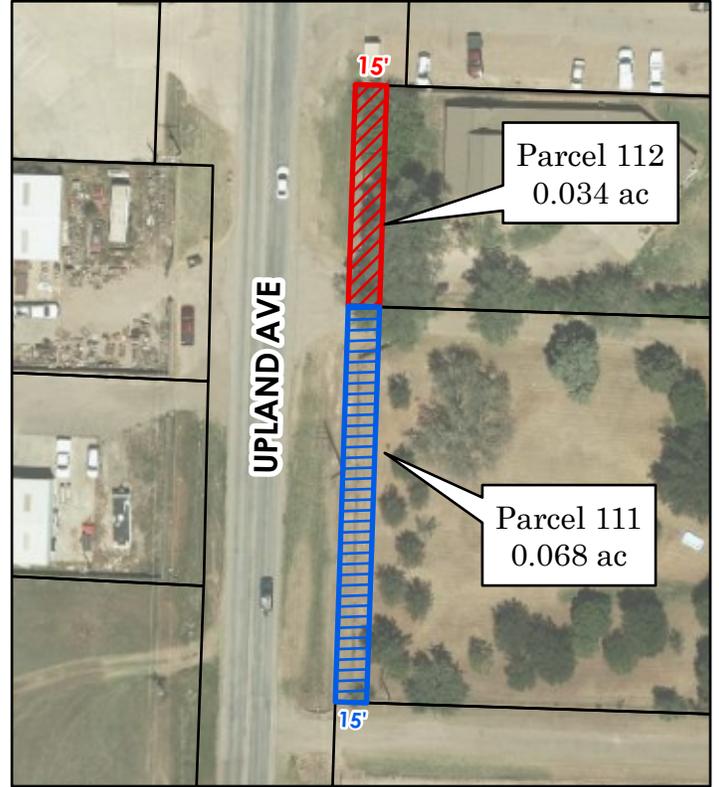
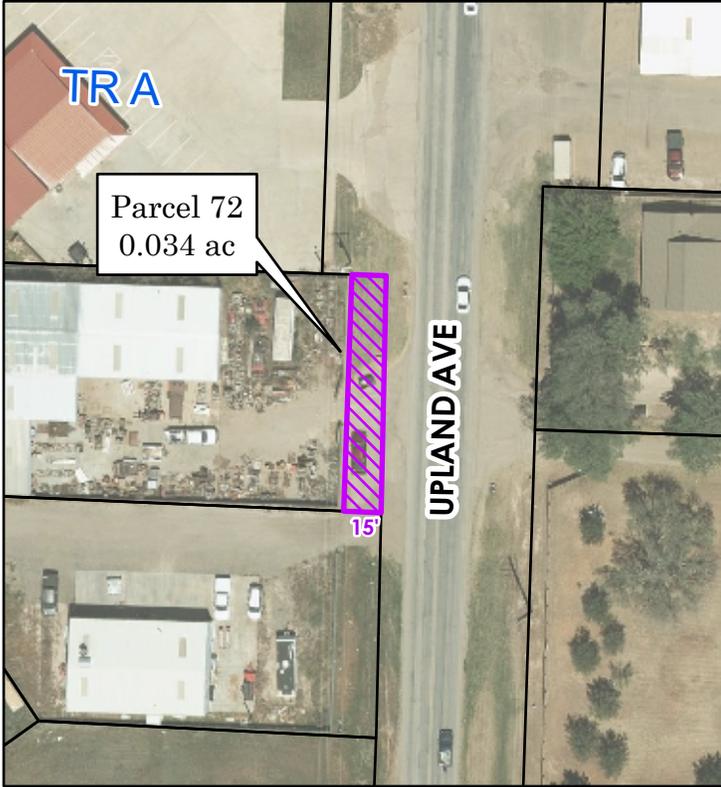
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**City of Lubbock, TX
Capital Project
October 12, 2021**

Capital Project Number: 92510
 Capital Project Name: Upland Avenue 66th Street to 82nd Street

		<u>Budget</u>
<i>Encumbered/Expended</i>		
Staff Time	\$	29,829
Kimley Horn Contract No. 14034		1,180,000
Kimley Horn Amendment #1		1,373,400
TxDOT Construction Advance Funding Agreement		948,931
TxDOT Design Advanced Funding Agreement		3,760
ROW Acquisition Parcels 69, 69A, 97, 98, 106		56,318
ROW Acquisition Parcel 70, 71, 108		59,040
ROW Acquisition Parcel 66		21,600
ROW Acquisition Parcel 76, 114, 120		20,712
<i>Agenda Item October 12, 2021</i>		
ROW Acquisition Parcel 72		14,450
ROW Acquisition Parcel 73		3,750
ROW Acquisition Parcel 111		25,918
ROW Acquisition Parcel 112		13,099
<i>Encumbered/Expended to Date</i>		3,750,807
<i>Estimated Costs for Remaining Appropriation</i>		
ROW Acquisition		585,113
Construction		2,024,391
<i>Remaining Appropriation</i>		2,609,504
Total Appropriation	\$	6,360,311

**Proposed Street and Public Use Dedication Deeds Along Upland Ave
for Parcels 72 and 73 on Unsubdivided Land in Section 31, Block AK
and Parcels 111 and 112 on Unsubdivided Land in Section 30, 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.





Regular City Council Meeting

7.7.

Meeting Date: 10/12/2021

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Contract 15317, with Freese and Nichols, Inc., for additional engineering services for the design of 114th Street from Indiana Avenue to Quaker Avenue.

Item Summary

On May 26, 2020, the City Council awarded Professional Services Agreement 15317 to Freese and Nichols, Inc., for providing engineering services for the 114th Street widening project from Indiana Avenue to Quaker Avenue.

Amendment No. 1 to this contract will amend the scope work to include easement acquisition services where permanent slope easements are required. Additionally, services will be provided for coordination and development of a rain garden to improve storm water runoff quality at 114th Street and Memphis Avenue.

Contract negotiations were conducted with Freese and Nichols, Inc., and fair and reasonable hourly rates were determined for a total amount of not to exceed \$48,172 to perform the additional services.

Fiscal Impact

This contract amendment is in the amount of \$48,172 and is funded in Capital Improvements Project 92670, 114th Street, Quaker Avenue to Indiana Avenue Design.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution
Amendment 1
Original Contract
Location Exhibit
CIP Spreadsheet
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to Professional Services Agreement No. 15317 for the design of 114th Street from Indiana Avenue to Quaker Avenue, by and between the City of Lubbock and Freese and Nichols, Inc. and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

**Amendment 1
To Agreement Between
The City of Lubbock, TX
And
Freese and Nichols, Inc.**

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT, Contract No. 15317, dated and entered into the 26th day of May 2020 by and between the City of Lubbock ("City") and Freese and Nichols, Inc. ("Engineer"), a Texas Professional Corporation, for providing engineering services related to the design of 114th Street from Indiana Avenue to Quaker Avenue ("Project").

WITNESSETH:

WHEREAS, the City desires to increase the scope of the work to be performed by Engineer on the Project for easement acquisition services and rain garden design services. The details of work to be performed and associated additional fees are described in Exhibits A, Parts 1-2, B, and C, attached to and incorporated herein. The additional services shall be provided for an amount not exceed forty-eight thousand one hundred seventy-two dollars and 00/100 (\$48,172.00).

WHEREAS, all other portions of the original Agreement shall remain in place and are not altered by this amendment.

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

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____ day of _____ 2021.

CITY OF LUBBOCK

Daniel M. Pope, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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



Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

FREESE AND NICHOLS, INC.

By: 
Chris Bosco, P.E., Principal

EXHIBIT A
SCOPE OF SERVICES FOR:
114th STREET, INDIANA AVENUE TO QUAKER AVENUE
ENGINEERING DESIGN SERVICES
AMENDMENT #1 TO CONTRACT 15317

PROJECT UNDERSTANDING

As design developed, two tasks emerged outside that original contract scope. Easement acquisition was not originally foreseen by the City or by FNI, but will now be required in order to complete the design and construction. Easement acquisition services are proposed for the two parcels where permanent slope easements are required. Additionally, after the original scope was developed, the City identified this corridor, specifically near Memphis Avenue as an area the City wanted to pilot green infrastructure. Rain Garden design services are proposed for the coordination and development of a rain garden to improve storm water runoff water quality and will be incorporated into the overall project deliverables moving forward.

WORK TO BE PERFORMED

SPECIAL SERVICES

- Task 10. Easement Acquisition
- Task 11. Rain Garden

SPECIAL SERVICES: FNI shall render the following professional services in connection with the development of the Project:

Task 10. Easement Acquisition

- A. Manage and coordinate with subconsultants
- B. Provide land acquisition services including
 - i. Vacant land easement acquisition
 - ii. Appraisal and Appraisal review services
 - iii. Title and Negotiation Services including
 - (a) Title ownership research
 - (b) Delivery of Initial Offer
 - (c) Negotiation with landowner
 - (d) Overseeing counteroffers
 - (e) Deliver Final Offer
 - (f) Recording of Easement
 - (g) Submission of condemnation documents to initiate eminent domain.

Exclusion: Condemnation services beyond those listed above will be considered additional services.

Task 11. Rain Garden

- A. Coordinate with Texas Tech University
 - i. Weekly calls
 - ii. Identify site location and configuration
 - iii. Select and specify soil media and plant materials

B. Conceptual Layout

- i. Identify rain garden site location
- ii. Coordinate within project constraints: roadway, drainage, grading, illumination.
- iii. Develop a preferred site, size, and understanding of how proposed rain garden can be incorporated into the project.

C. Final Design

- i. Prepare plans, details, and notes for rain garden construction drawings and incorporate into overall project construction drawings.
- ii. Identify pay items within the TxDOT framework to account for rain garden components.
- iii. Develop cost opinion for rain garden and incorporate into overall cost opinion.

Deliverables:

- 90% plan submittal to include draft rain garden construction plans within project deliverable.
- 100% plan submittal to include final rain garden construction plans within project deliverable.

EXHIBIT A, PART 2, ADDITIONAL SERVICES
114th STREET, INDIANA AVENUE TO QUAKER AVENUE
ENGINEERING DESIGN SERVICES
AMENDMENT #1

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by Client, are described as follows:

1. Condemnation Services

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within the existing project schedule.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- F. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- G. Bear all costs incident to compliance with the requirements of this Article V.

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative – Zoltan Fekete, P.E.
1314 Avenue K
Lubbock Texas, 79401
Telephone: 806-775-3317

FNI's Designated Representative – Chris Bosco, P.E.
4055 International Plaza, Suite 200
Fort Worth Texas, 76109
Telephone: 817-735-7393
Facsimile: 817-735-7491

FNI's Accounting Representative – Stephanie Kirchstein
4055 International Plaza, Suite 200
Fort Worth Texas, 76109
Telephone: 817-735-7393
Facsimile: 817-735-7491

EXHIBIT B – BUDGET
114th STREET, INDIANA AVENUE TO QUAKER AVENUE
ENGINEERING DESIGN SERVICES
AMENDMENT #1

CITY and ENGINEER have established a not-to-exceed budget of \$48,172 to complete all services under this amendment to the AGREEMENT. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in Exhibit A, based on ENGINEERS Fee Schedule presented as EXHIBIT C. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. The Budget is presented for the services of ENGINEER under this AGREEMENT are provided in this Exhibit B. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

ENGINEER agrees to complete these services as delineated above. Should there be a Change in Scope of Work or Time of Performance, then this can result in an amendment to this contract which shall be negotiated at that time.

The budget assumes that all work will be completed in accordance with the original contract schedule.

**EXHIBIT C, HOURLY RATE SCHEDULE COMPENSATION
114th STREET, INDIANA AVENUE TO QUAKER AVENUE
ENGINEERING DESIGN SERVICES**

LUBBOCK RATE SCHEDULE

<u>Position</u>	<u>Rate</u>
Principal / Group Manager	305
Technical Professional - 6	293
Technical Professional - 5	234
Technical Professional - 4	200
Technical Professional - 3	173
Technical Professional - 2	152
Technical Professional - 1	125
CAD Technician/Designer - 3	168
CAD Technician/Designer - 2	126
CAD Technician/Designer - 1	100
Senior CAD Technician/Designer	207
Construction Manager - 4	165
Construction Manager - 3	135
Construction Manager - 2	128
Construction Manager - 1	100
Corporate Project Support - 3	140
Corporate Project Support - 2	126
Corporate Project Support - 1	96
Intern/ Coop	65

Rates for In-House Services

Technology Charge

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

Resolution No. 2020-R0171

Item No. 7.6

May 26, 2020

RESOLUTION

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

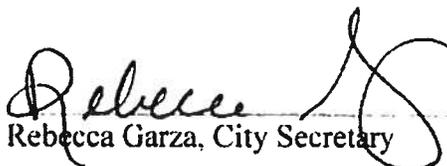
THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Contract No. 15317 to provide services for the design of 114th Street, from Indiana Avenue to Quaker Avenue, by and between the City of Lubbock and Freese and Nichols, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on May 26, 2020 .

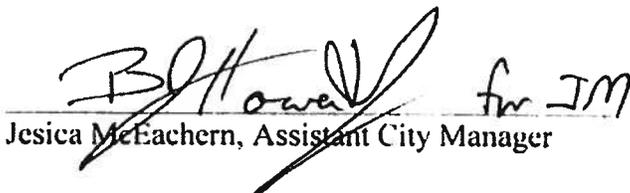


DANIEL M. POPE, MAYOR

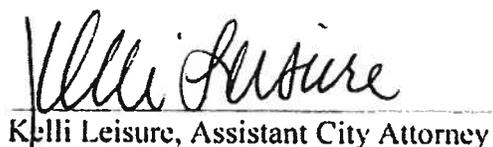
ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:


Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:


Kelli Leisure, Assistant City Attorney

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement (“Agreement”) Contract No. 15317 is entered into this 26th day of May, 2020, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Freese and Nichols, Inc., (the” Engineer”), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for the design of 114th Street, from Indiana Avenue to Quaker Avenue, (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 three (3) years. 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, in an amount not to exceed \$894,150.00 for the design of 114th Street, from Indiana Avenue to Quaker Avenue, 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 as set forth in Exhibit "B", and at the rates set forth in Exhibit "C".

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: \$1,000,000

Automobile Liability:

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

Employer's Liability:

Per Occurrence Single Limit: \$1,000,000

The Engineer shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Engineer herein, including without limitation, Professional Liability coverage, protecting the City against losses caused by the professional negligence of the approved subcontractor or sub-consultant. The City shall be listed as a

primary and noncontributory additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. The Engineer shall provide a Certificate of Insurance to the City as evidence of coverage.

The Certificate shall provide 30 day's notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Engineer shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Engineer maintains said coverage. The Engineer may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City. If at any time during the life of the Agreement or any extension hereof, the Engineer fails to maintain the required insurance in full force and effect, the Engineer shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

The Engineer may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Engineer, as set forth on Exhibit "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:

FREESE AND NICHOLS, INC.

Chris Bosco, P.E.
4055 International Plaza, Suite 200
Fort Worth Texas, 76109
Telephone: 817-735-7431
Facsimile: 817-735-7491

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

Adam Nixon, P.E.
City of Lubbock
P.O. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone: 806-775-2344

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 "C" attached hereto, contains the entire agreement between the City and the Engineer, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

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

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

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

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

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

O. SB 252. SB 252 prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.

P. No Boycott of Israel. Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

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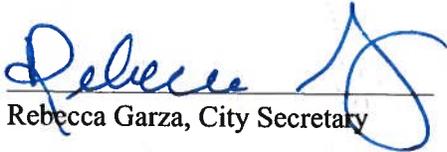
EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK



DANIEL M. POPE, MAYOR

ATTEST:



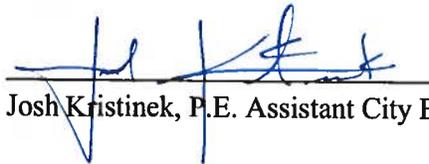
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO CONTENT:



Josh Kristinek, P.E. Assistant City Engineer/Capital Project and Design

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

Firm

Freese and Nichols, Inc.

By: 

Chris Bosco, P.E.

EXHIBIT A
SCOPE OF SERVICES FOR:
114th STREET, INDIANA AVENUE TO QUAKER AVENUE
ENGINEERING DESIGN SERVICES

PROJECT UNDERSTANDING

The proposed project is 114th Street, from Indiana Avenue to Quaker Avenue and consists of reconstructing and widening the existing 2 and 3-lane roadway to 5-lanes within the proposed limits. The intersections of 114th Street at both Indiana Avenue and Quaker Avenue have recently been reconstructed for a 7-lane approach. These intersections are excluded from the contract, except for changes that are necessary to tie the intersections to the improved section of 114th Street.

The work to be performed by the ENGINEER shall consist of providing preliminary engineering services for the development of a schematic, environmental studies and technical reports in support of the schematic work, and public involvement for the project. After the project receives environmental and schematic approval from the Texas Department of Transportation, the ENGINEER will provide engineering services for the development of plans, specifications, estimate, utility relocation, right of way mapping and acquisition services.

The project will include field survey, geotechnical investigation, pavement design, subsurface utility engineering (SUE), schematic, preliminary and final drainage design, environmental documentation, public involvement, utility coordination and utility conflict resolution, right-of-way (ROW) and easement determination, ROW and easement mapping, ROW appraisal and acquisition services, and plans, specifications and estimates (PS&E). All aspects of this scope, including the environmental documentation, schematic, PS&E, and ROW/easement mapping will be developed according to standards established by TxDOT and the Federal Highway Administration (FHWA) to meet eligibility requirements for state and federal funding.

WORK TO BE PERFORMED

BASIC SERVICES

- TASK 1. Preliminary Design (Schematic)
- Task 2. Final Engineering Design (PS&E)
- Task 3. Bid Phase Services

SPECIAL SERVICES

- Task 4. Survey
- Task 5. Environmental Documentation
- Task 6. Geotechnical Investigation/Pavement Design
- Task 7. Subsurface Utility Investigations
- Task 8. ROW/Easement Acquisition
- Task 9. TDLR Permitting

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

Task 1. Preliminary Design Phase (Schematic)

- A. Project Management**
 - i. Conduct a kick-off meeting with CITY.
 - ii. Develop Project Management and Communications Plan
 - iii. Develop and Maintain Project schedule
 - iv. Develop and Administer Quality control (QA/QC) plan
 - v. Prepare and Submit Monthly Progress reports
 - vi. Prepare for and Conduct One (1) Targeted Stakeholder meeting
 - vii. Action Item and Decisions Made documentation.
 - viii. Conduct Project Status Meetings to monitor development of the project:
 - a. Six (6) meetings with the City and/or TxDOT regarding project status and coordination issues. The first meeting will be a preliminary design concept conference (DCC).
 - b. Four (4) design review meetings, one each at the following milestone submittals: 30%, 60%, 90% and 100% Schematic submittals.
 - c. Prepare meeting agendas and distribute minutes
 - ix. Prepare Design Summary Report (DSR) and update throughout schematic design
 - x. Project Administration: Prepare project correspondence and invoicing documents.
- B. Data Collection**
 - i. Conduct project site visit to observe existing conditions.
 - ii. In addition to data obtained from the CITY, ENGINEER will research and make efforts to obtain pertinent information to aid in coordination of the proposed improvements with any planned future improvements that may influence the project. ENGINEER will identify and seek to obtain data for existing conditions that may impact the project including:
 - a. Existing applicable drainage studies and development submittals
 - b. Survey coordination
 - c. Environmental Documentation Coordination
 - d. Geotech coordination
 - e. SUE coordination
 - f. Franchise Utility Coordination
- C. Roadway Schematic**
 - i. Prepare Schematic roadway design for the ultimate Minor Arterial A (5-lane arterial)
 - a. Prepare typical sections
 - Existing and Proposed
 - Depict subgrade and pavement (develop TxDOT-compliant pavement design)
 - b. Prepare preliminary plan and profile (roll plot format).
 - Plan View:
 - Control data
 - Existing/Proposed ROW/easements
 - Existing topography
 - Existing franchise utility locations (relying upon information provided by franchise utilities and data collected as part of the SUE
 - Proposed roadway, traffic, pedestrian, drainage and utility improvements

Profile View

- Existing Ground Profile
- Proposed vertical alignment at proposed center line
- Proposed vertical alignment at gutter flow line
- Proposed cross drainage culverts

c. Prepare Design Cross Sections on 11" x 17" sheets

D. Drainage

- i. Compile the hydrologic and hydraulic data. Use data from as-built plans, SWMP and FEMA maps to locate drainage outfall(s) and to determine existing storm sewer and culvert sizes, design flows, and water surface elevations for use in the design of roadway geometry.
- ii. Develop the project drainage area map
- iii. Determine conveyance paths, channel slopes, time of concentration, and runoff coefficients as required to calculate design-year flows.
- iv. Subdivide the overall drainage areas into sub-areas and calculate the discharge at each discharge location.
- v. Develop ICPR Existing and Proposed H&H Model and analyze results
- vi. Develop Proposed Roadway Profile to accommodate drainage needs
- vii. Analyze drainage improvements required to accommodate the new roadway
- viii. Evaluate the adequacy of the ROW needed to accommodate the proposed roadway and drainage system
- ix. Identify the appropriate TxDOT standard drawings to replace or extend existing culverts. Develop special details as needed for wingwalls, other culvert end treatment types, and handrails in locations where TxDOT standard drawings are deemed not applicable.
- x. Identify the need for and preliminary size of any necessary drainage easements to accommodate the proposed offsite drainage improvements.

E. Utilities

- i. Graphically designate on the schematic the location of existing City utilities based upon information provided by the City and SUE survey information.
- ii. Identify public utility conflicts with proposed roadway

F. Franchise Utilities

- i. Graphically designate on the schematic the location of existing franchise utilities based upon information provided by the City and SUE survey information.
- ii. Identify franchise utility conflicts with proposed roadway
- iii. Distribute schematic design to franchise utility owners for preliminary coordination

G. Traffic

- i. Indicate existing and proposed traffic volumes on the schematic document.
- ii. Traffic Signals – indicate on the schematic the intersections which warrant existing or future traffic signals.
- iii. Traffic Control Plan – Consultant will develop a conceptual traffic control plan to determine how the project will be phased and constructed to provide access to adjacent properties during construction.

Deliverables:

30% Submittal shall include:

- Schematic Roll Plot
- First draft DSR
- Preliminary Opinion of Probable Construction Cost (OPCC)

60% and 90% Submittals shall include the following:

- Schematic Roll Plot
- Preliminary design cross sections
- Preliminary Drainage Report: Identify the impacts to abutting properties and the 100-year floodplain due to proposed roadway improvements, identify the water surface elevations for the 2, 5, 10, 25, 50 and 100 year storm events, identify and locate outfalls, drainage outfall descriptions, provide overall drainage area map, sub-drainage area map, storm water detention facilities, and provide a drainage study report identifying the results of the study. The drainage report, signed and sealed by a professional engineer, shall include applicable hydrologic and hydraulic models such as HEC-RAS, HEC-HMS, ICPR, and other applicable models.
- Updated OPCC

TxDOT Submittal (100%) shall include the following:

- Schematic Roll Plot
- Design cross sections
- Updated Design Summary Report
- Updated OPCC
- Final Drainage Report: If requested, the Engineer shall prepare a Final Drainage Study in accordance with the State's Hydraulic Design Manual, District criteria, and any specific guidance provided by the State. The Engineer shall not evaluate the adequacy of the existing drainage structures as part of the Basic Services.
- Form 1002, Page 3

Task 2. Final Engineering Design (PS&E)

- A. Preliminary Engineering Design (60%): Preliminary plans and specifications shall be submitted to the City and TxDOT for review. Development of Preliminary Engineering Design Drawings shall be developed based on implementing suggested changes to the Conceptual Design and to also include:
- i. Temporary Traffic Control Plans to reflect proposed construction sequencing
 - ii. A Project Control Sheet, showing all Survey Control Points
 - iii. Updated Typical Cross Sections
 - iv. Roadway plan and profile sheets displaying station and coordinate data for all horizontal alignment P.C.'s, P.T.'s, P.I.'s; station and elevation data of all vertical profile P.C.'s, P.T.'s, P.I.'s, low points, and high points; lengths of vertical curves, grades, K values, e, and vertical clearances where required.
 - v. Bearings given on all proposed centerlines, or baselines.
 - vi. Intersection layout sheets including ROW lines, horizontal alignments, utilities, curbs, sidewalks, driveways, lane dimensions and arrows, and existing and proposed contours.
 - vii. Preliminary roadway details to include curbs, curb expansion joints, driveways, sidewalks, and pavement details.

- viii. Culvert layout sheets showing location and size of all culverts, including existing and proposed flow lines, flows, lengths and slopes of pipe, top of ground profile over pipe and connections to existing or proposed culverts.
- ix. Preliminary signing, pavement marking, and street lighting layouts.
- x. Maintain log of franchise utility coordination and all received comments. Two (2) meetings with franchise utility owners to receive comments.

Deliverables:

- Plans – Provide PDF and hard copy sets of 11"x17" (Tabloid) plans depicting the Preliminary (60%) design.
- Roll Plots - Updated from Conceptual Design Phase depicting the Preliminary (60%) Design.
- Cost Estimates – Updated OPCC for construction, ROW/easements, and utilities relocation.
- E-mail to franchise utility owners containing plans

- B. Final Engineering Design (90% and 100%): Final plans and specifications shall be prepared and submitted to the City and TxDOT for approval.

Prepare Draft Final (90%) construction plans and specifications for TxDOT and County review. Following a 90% plans review meeting, FNI shall prepare and submit Final Construction Documents (100%). Plans and technical specifications shall be stamped, dated, and signed by the responsible ENGINEER registered in State of Texas.

Deliverables:

- Plans – Provide PDF and hard copy sets of 11" x17 "(Tabloid) plans depicting the Draft Final (90%), and Final (100%) design in accordance with TxDOT requirements.
- Specifications – Provide PDF and hard copy sets of the construction specifications package in accordance with TxDOT requirements.
- Cost Estimates - Final OPCC for construction and bid forms using TxDOT standard bid items.

Task 3. Bid Phase Services

ENGINEER will support the bid phase of the project as follows:

- A. Assist CITY in securing bids. Issue electronically a Notice to Bidders to prospective contractors and vendors to selected plan room.
- B. Assist CITY by responding to questions and interpreting bid documents.
- C. Attend one (1) pre-bid conference in support of CITY and assist in answering bidders' questions.
- D. Prepare addenda, if required, during the bid phase.
- E. Assist CITY in reviewing the Contractor's bids and providing a Bid Tabulation and a recommendation to CITY for award of contract.
- F. Incorporate all addenda into the contract documents and issue conformed sets.

Deliverables:

- Two (2) 22x34 plan sets, seven (7) 11x17 plan sets, and seven (7) specifications (conformed, if applicable)
- PDF of construction documents (conformed, if applicable)
- Addenda and/or clarification notices

- Bid Tabulation
- Review of contractor's bids and letter of recommendation for award of contract

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

Task 4. Survey

Establish horizontal and vertical survey control. Perform topographic survey utilizing mobile LiDAR. Provide supplemental surveys as required to establish base maps depicting existing topographic features, right-of-way limits, drainage/hydrologic features within the existing 114th Street ROW for the limits of the described project

Deliverables:

- Electronic files in accordance with TxDOT requirements and in format(s) to support engineering design deliverables.

Task 5. Environmental Documentation

Environmental documentation will be prepared to TxDOT environmental standards. This scope assumes that the project will not require an EA or EIS and can be authorized as a Categorical Exclusion (CE).

- A. Technical Reports and Scoping Documents – Consultant will prepare appropriate scoping documents, including uploading to ECOS.
- B. Technical reports shall include appropriate NEPA or federal regulatory language in addition to the purpose and methodology used. Technical reports shall include sufficient information to determine the significance of impacts and are listed below. Prepare/submit draft CE documents to TxDOT Lubbock District. Documents that may be required for the CE include:
 - i. Air Quality (Qualitative)
 - ii. Archeological Resources Background Study
 - iii. Historic Resources Project Coordination Request
 - iv. Biological Resource Deliverables
 - Species Analysis Spreadsheet (pdf and Macro-enabled Excel file)
 - Species Analysis Form
 - Tier 1 Form and supporting documentation in appropriate formats
 - FPPA CPA-106 form, if applicable and supporting documentation
 - v. Surface Waters Analysis Form, WOUS Delineation Report, and Section 404/10 Impacts table
 - vi. Hazardous Materials Initial Site Assessment
 - vii. Traffic Noise Analysis
 - viii. Community Impacts Analysis
 - ix. EPIC Sheet Preparation

Deliverables: Environmental Document forms necessary for TxDOT/FHWA approval along with technical reports needed to support environmental determination.

Task 6. Geotechnical Investigation/Pavement Design

The geotechnical investigation will consist of field exploration, laboratory testing, engineering analysis, and

reporting for use during design of the reconstruction of 114th Street from Indiana to Quaker (approximately 1 mile). The purpose of the investigation will be to provide:

- Generalized subsurface information within the vicinity of the proposed roadway reconstruction;
- Recommendations for subgrade treatment; and
- Pavement thickness calculations for the new rigid pavement section.

A. Field Exploration

- i. Select appropriate locations for up to nine (9) exploratory borings (approximately 1 boring every 1,000 feet) along the proposed roadway alignment according to the schedule provided below. The borings will be drilled within the existing right-of-way (ROW) of 114th Street, likely through the existing asphalt pavement, alternating between travel lanes when possible. Borings can be drilled off the existing pavement if space allows; however, the existing overhead power lines along the eastern side of the road and existing development along the corridor may not allow for sufficient, safe working space off the pavement. Appropriate traffic control will be provided as necessary and relevant ROW permit(s) will be obtained.
- ii. Eight (8) borings to a depth of 10 feet below existing grade
- ii. One (1) boring to a depth of 30 feet below existing grade to account for potential minor cut areas/grading along the alignment
- ii. ENGINEER will stake/mark the boring locations and coordinate with the CITY and Texas 811 regarding underground utilities within the vicinity of the planned boring locations prior to commencement of the field exploration activities.
- iii. ENGINEER will subcontract with a drilling contractor to drill the planned exploratory borings and collect samples of the subgrade soils at the selected locations.
- i. The borings will be advanced using standard rotary drilling equipment with continuous-flight augers (solid or hollow stem) or rotary wash methods. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be tested *in situ* using the Texas Cone Penetration (TCP) test or the SPT, as appropriate for the material.
- ii. Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
- iii. The borings will be backfilled with auger cuttings upon completion of drilling and sampling, and the existing pavement surface will be patched.
- iv. An Engineer or Geologist experienced in logging borings will direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.

B. Laboratory Testing

- i. Testing shall be performed by a geotechnical testing subcontractor on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.
- ii. ENGINEER will select samples for laboratory testing, assign tests, and review the test results.
- iii. Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:
 - Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - Moisture content
 - Unit dry weight
 - Unconfined compressive strength
 - Soluble sulfate content (Tex-145-E)
 - Lime series pH (Eades and Grim Procedure) for soil/lime proportioning

C. Engineering Analysis and Reporting

- i. ENGINEER will perform the geotechnical engineering analysis and prepare a technical memorandum summarizing the geotechnical investigation to include the following:
 - Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - Discussion of subsurface conditions and soil properties indicated by the field and laboratory work and the implications for design.
 - Recommendations for rigid pavement design including subgrade treatment, preparation, and thickness. Pavement thickness calculations will be performed using available traffic data (provided by others) and applicable design parameters according to the thoroughfare classification and CITY standards. All assumptions and pavement design parameters will be documented in the memorandum (e.g., traffic volumes, vehicle distribution, design life, terminal serviceability, annual growth rate, etc.).
 - Bearing capacity of soils, suitable bearing material, and lateral earth pressures for the design of storm drain junction boxes and box culverts.
 - Earthwork related recommendations for use during development of plans and specifications.

Deliverables:

- Geotechnical Investigation and Recommendation Report
- Pavement Design Report

Task 7. Subsurface Utility Investigations

- A. FNI will retain and monitor and direct, through a subcontract, the efforts of a SUE firm to provide the following services:
- i. Provide Subsurface Utility Engineering (SUE) to Quality Level B, as described below. The SUE shall be performed in accordance with CI/ASCE 38-02.
 - ii. Quality Level D
 - a. Conduct appropriate investigations (e.g., owner records, County/CITY records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.
 - b. Collect applicable records (e.g., utility owner base maps, "as built" or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.
 - c. Review records for: evidence or indication of additional available records; duplicate or conflicting information; need for clarification.
 - d. Develop SUE plan sheets and transfer information on all involved utilities to appropriate design plan sheets, electronic files, and/or other documents as required. Exercise professional judgment to resolve conflicting information. For information depicted, indicate: utility type and ownership; date of depiction; quality level(s); end points of any utility data; line status (e.g., active, abandoned, out of service); line size and condition; number of jointly buried cables; and encasement.
 - iii. Quality Level C (includes tasks as described for Quality Level D)
 - a. Identify surface features, from project topographic data and from field observations, that are surface appurtenances of subsurface utilities.
 - b. Include survey and correlation of aerial or ground-mounted utility facilities in Quality Level C tasks.
 - c. Survey surface features of subsurface utility facilities or systems.
 - d. The survey shall also include (in addition to subsurface utility features visible at the ground surface): determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.
 - e. Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
 - f. Update (or prepare) plan sheets, electronic files, and/or other documents to reflect the integration of Quality Level D and Quality Level C information.
 - g. Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.
 - h. Provide Quality Level C to identify overhead utilities on the project and provide the overhead utility information on the SUE plan sheets.

iv. Level B (includes tasks as described for Quality Level C)

- a. Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the project limits, and/or to trace a particular utility line or system.
- b. Based on an interpretation of data, mark the indications of utilities on the ground surface for subsequent survey. Utilize paint or other method acceptable for marking of lines.
- c. Unless otherwise directed, mark centerline of single-conduit lines, and outside edges of multi-conduit systems.
- d. Resolve differences between designated utilities and utility records and surveyed appurtenances.
- e. Recommend additional measures to resolve differences if they still exist. Recommendations may include additional or different surface geophysical methods, exploratory excavation, or upgrade to Quality Level A data.
- f. As an alternative to the physical marking of lines, the ENGINEER may, with CITY's approval, utilize other means of data collection, storage, retrieval, and reduction, that enables the correlation of surface geophysical data to the project's survey control.

v. Level A

- a. Expose and locate utilities at specific locations.
- b. Tie horizontal and vertical location of utility to survey control.
- c. Provide utility size and configuration.
- d. Provide paving thickness and type, where applicable.
- e. Provide general soil type and site conditions and such other pertinent information as is reasonably ascertainable from each test hole site.
- f. A total of ten (10) Level A SUE locations are included in the contract.

Deliverables:

Prepare Existing Utility Base Maps depicting the utility owner, type, location, and size of each existing utility with the corresponding Quality Level for each.

- The electronic file will be delivered on CD or DVD.
- A hard copy will be signed, sealed, and dated by the Consultant.

Task 8. TDLR Permitting

ENGINEER will provide permitting support for CITY to obtain any and all agreements and/or permits normally required for a project of this size and type, as follows:

Texas Department of Licensing and Regulation (TDLR)

- A. Register with TDLR completing all TDLR forms/applications necessary. ENGINEER will provide a check in the amount of the TDLR fees.
- B. Submit construction documents to the TDLR
- C. Obtain the TDLR report and document compliance.

D. Respond to agency comments and requests

E. ENGINEER will contract TDLR for final inspection post construction

Assumptions:

- TDLR fees will be reimbursed by CITY to ENGINEER via normal monthly invoicing under this contract.
- ENGINEER will make all necessary changes.

EXHIBIT A, PART 2, ADDITIONAL SERVICES
114th STREET, INDIANA AVENUE TO QUAKER AVENUE
ENGINEERING DESIGN SERVICES

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by Client, are described as follows:

1. Water and Wastewater Utility Design
2. ROW or easement documents and acquisition services
3. Traffic Signal design
4. USACE 404 Permit or Pre-Construction Notice
5. Public Hearings
6. Clearance of Utilities
7. Construction Management and Inspection
8. Construction survey staking
9. Letter of Map Revision (LOMR)

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the schedule presented in Attachment D.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Client recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the Client or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Client budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- B. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and

- expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
 - E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
 - F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
 - G. Client shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Client shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Client.
 - H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
 - I. If Client designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase General Representation services as defined in Attachment SC, Article I, D, together with such adjustment of compensation as appropriate.
 - J. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
 - K. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
 - L. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
 - M. Bear all costs incident to compliance with the requirements of this Article V.

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative – Adam Nixon, P.E.
1625 13th Street
Lubbock, Texas 79457
Telephone: 806-775-2344

FNI's Designated Representative – Chris Bosco, P.E.
4055 International Plaza, Suite 200
Fort Worth Texas, 76109
Telephone: 817-735-7393
Facsimile: 817-735-7491

FNI's Accounting Representative – Stephanie Kirchstein
4055 International Plaza, Suite 200
Fort Worth Texas, 76109
Telephone: 817-735-7393
Facsimile: 817-735-7491

EXHIBIT B – BUDGET
114th STREET, INDIANA AVENUE TO QUAKER AVENUE
ENGINEERING DESIGN SERVICES

CITY and ENGINEER have established a not-to-exceed budget of \$894,150 to complete all services under this AGREEMENT. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in Exhibit A, based on ENGINEERS Fee Schedule presented as EXHIBIT C. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. The Budget is presented for the services of ENGINEER under this AGREEMENT are provided in this Exhibit B. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

ENGINEER agrees to complete these services as delineated above. Should there be a Change in Scope of Work or Time of Performance, then this can result in an amendment to this contract which shall be negotiated at that time.

The budget assumes that all work will be completed in accordance with the schedule presented in Attachment D.

**EXHIBIT C, HOURLY RATE SCHEDULE COMPENSATION
114th STREET, INDIANA AVENUE TO QUAKER AVENUE
ENGINEERING DESIGN SERVICES**

LUBBOCK RATE SCHEDULE

<u>Position</u>	<u>Rate</u>
Principal / Group Manager	305
Technical Professional - 6	293
Technical Professional - 5	234
Technical Professional - 4	200
Technical Professional - 3	173
Technical Professional - 2	152
Technical Professional - 1	125
CAD Technician/Designer - 3	168
CAD Technician/Designer - 2	126
CAD Technician/Designer - 1	100
Senior CAD Technician/Designer	207
Construction Manager - 4	165
Construction Manager - 3	135
Construction Manager - 2	128
Construction Manager - 1	100
Corporate Project Support - 3	140
Corporate Project Support - 2	126
Corporate Project Support - 1	96
Intern/ Coop	65

Rates for In-House Services

Technology Charge

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

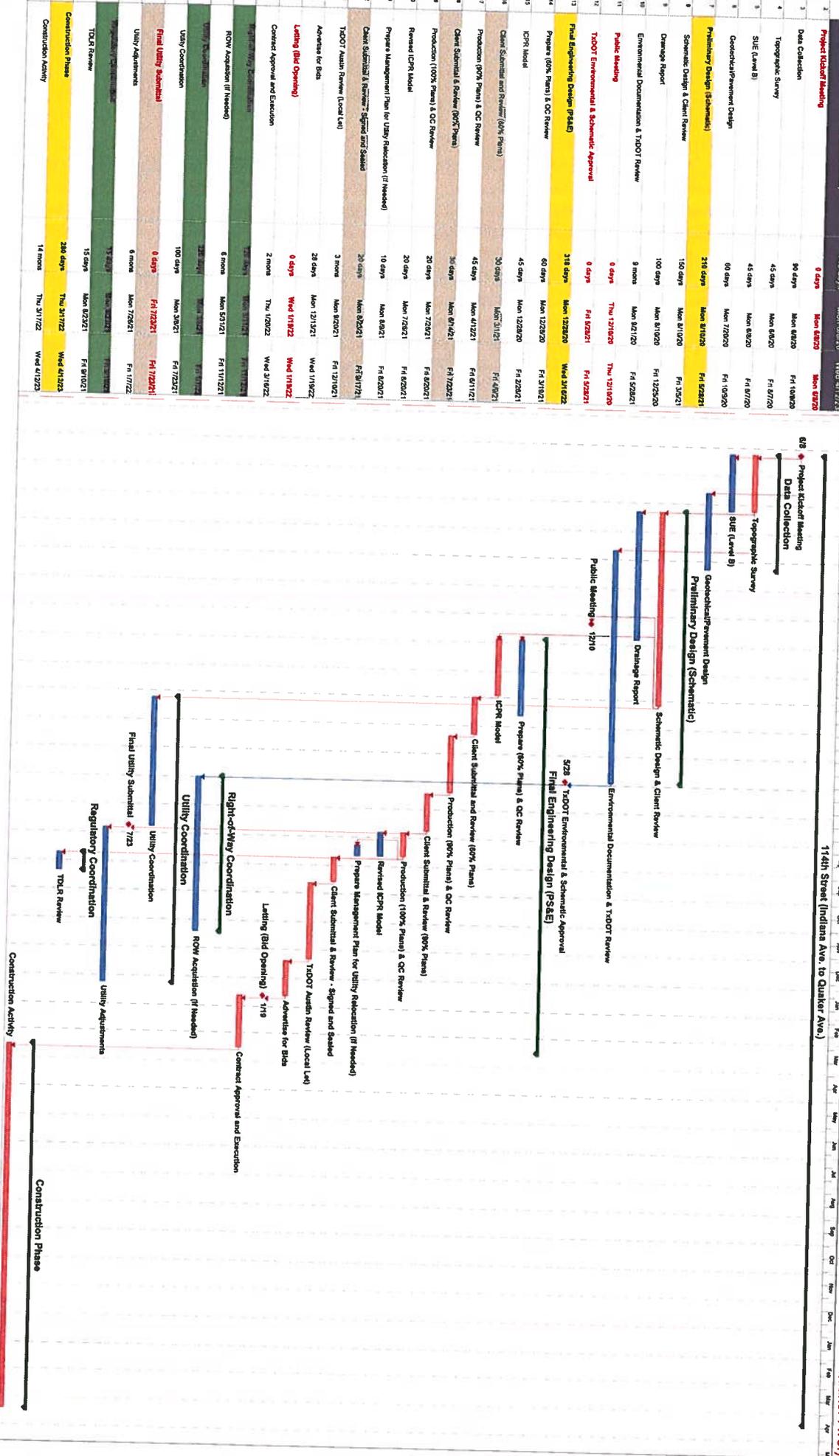
	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

Rates to be adjusted no more than 5% annually

LUB19





Approximate Project Boundary

114th STREET

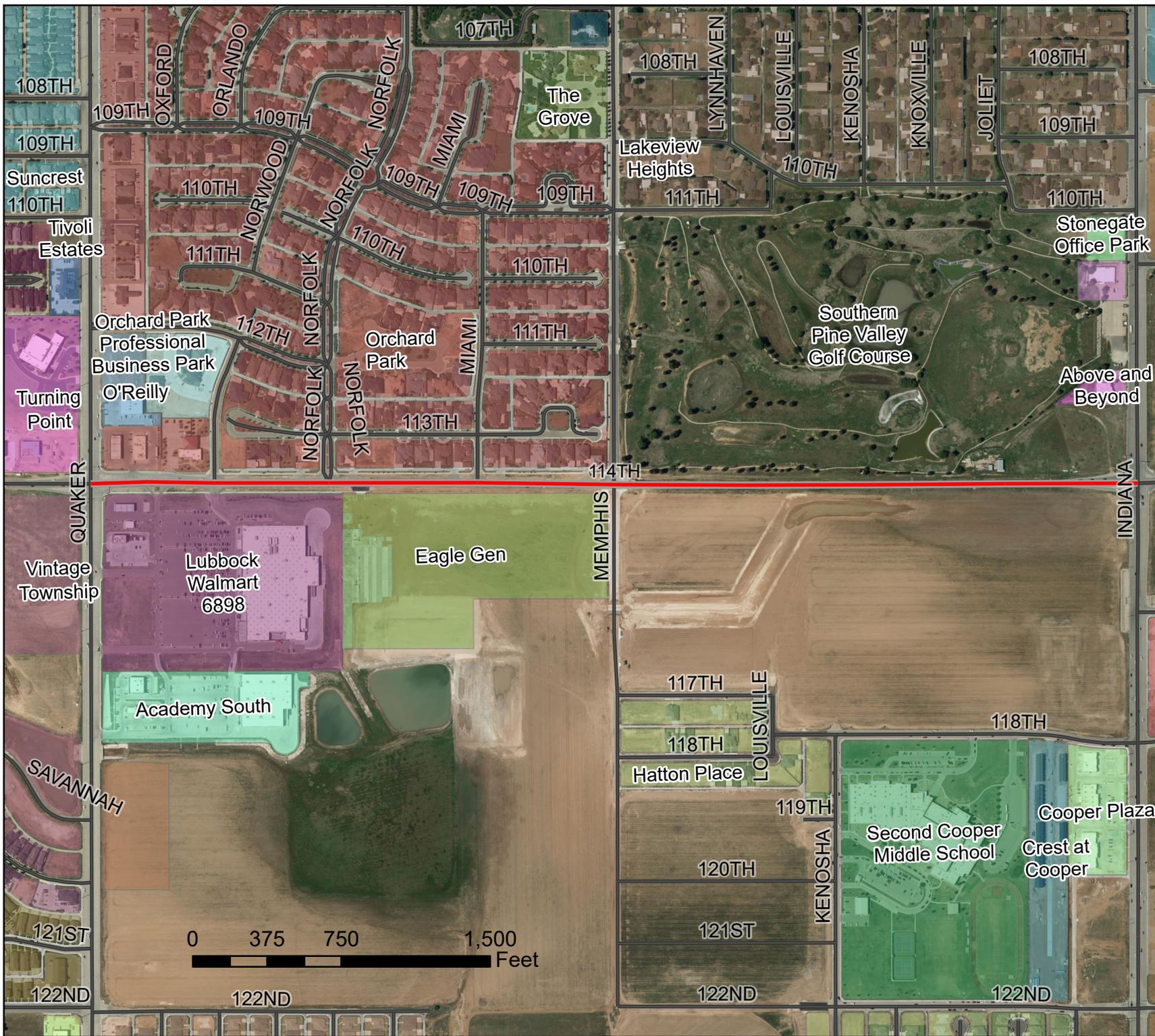
FROM QUAKER AVE TO INDIANA AVE

ANTICIPATED PROJECT LIMITS



114th Street

Indiana to Quaker



As required by SECTION 1, Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

**City of Lubbock, TX
Capital Project
October 12, 2021**

Capital Project Number: 92670
Capital Project Name: 114th Street Quaker Avenue to Indiana Avenue Design

	Budget
<i>Encumbered/Expended</i>	
PSA - Freese and Nichols, Inc. for Design - Contract 15317	\$ 894,150
Staff Time	12,163
<i>Agenda Item October 12, 2021</i>	
Amendment 1 for for Design Contract 15317 with FNI	\$ 48,172
<i>Encumbered/Expended To Date</i>	954,485
<i>Estimated Costs for Remaining Appropriation</i>	
Construction of 114th Street from Quaker Ave to Indiana Ave	105,850
<i>Remaining Appropriation</i>	196,515
Total Appropriation	\$ 1,151,000

Managing Department **Engineering**

Project Manager **Josh Kristinek**

Project Classification **New Roadways**

Project Status **Approved**



Project Scope

This roadway is designated on the 2007 Thoroughfare Plan to become a T-2(5-lane) Thoroughfare. Improvements will also be made to the pedestrian elements as well as the street lighting and the drainage.

Project Justification

The City of Lubbock continues to strive to meet the transportation needs of its citizens. We must continue to anticipate the infrastructure needs for a growing populous in order to provide a safe and effective transportation system. Due to continued development in the area this roadway has become congested and the road bed itself is requiring constant maintenance in order to serve the traveling public.

The MPO has approved this project to be included in its updated 10-year plan. Construction funding participation is scheduled to begin in TXDOT FY 2022.

Project History

\$1,000,000 was appropriated in FY 2019-20, Budget Amendment No. 22, Ord. No. 2020-O0059, May 12, 2020.
 \$151,000 was appropriated in FY 2019-20, BCR# 1920-10, August 25, 2020.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
Design and Engineering	1,151,000	0	0	0	0	0	0	1,151,000
Total Project Appropriation	1,151,000	0	0	0	0	0	0	1,151,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
FY 2015 Gateway Streets Revenue CO's	111,704	0	0	0	0	0	0	111,704
FY 2018 Gateway Streets CO's	39,296	0	0	0	0	0	0	39,296
FY 2020 Gateway Streets Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
Total Funding Sources	1,151,000	0	0	0	0	0	0	1,151,000

<i>Operating Budget Impact</i>	Unappropriated Planning Years						Total Impact
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0



Regular City Council Meeting

7. 8.

Meeting Date: 10/12/2021

Information

Agenda Item

Resolution - Public Works: Consider a resolution authorizing the Mayor to execute Contract 16164, a cost-sharing agreement, with Lubbock County, for a full mill and relay asphalt maintenance project on North University, from the Clovis Highway (US 84) to the Marsha Sharp Freeway (US 62/82).

Item Summary

North University Avenue functions as a major historical and commercial connection for both the City of Lubbock and Lubbock County. North University connects Texas Tech University, the Arnett Benson Neighborhood, the Jackson-Mahon Neighborhood, the Jim Bertram Canyon Lakes System, Cavazos Middle School, the future Regis Park Equestrian Center, and the Overton Area, to retail shopping, restaurants, Downtown Lubbock, and the Entertainment District.

This agreement between the City of Lubbock and Lubbock County will split the project costs for milling and fully repaving North University from Clovis Highway to Marsha Sharp Freeway. The estimated total project cost for repaving is \$1,800,000. The County will have a maximum cost of up to \$1,000,000. Any costs greater than \$2,000,000 for the entirety of the project, will be paid for by the City.

Fiscal Impact

The County will pay to the City the maximum amount of \$1,000,000 for the University Avenue mill and relay project.

Staff/Board Recommending

Jessica McEachern, Assistant City Manager

Attachments

Resolution

Contract

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Cost Sharing and Reimbursement Agreement for a full mill and relay asphalt maintenance project on University Avenue, by and between the City of Lubbock and Lubbock County, Texas, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

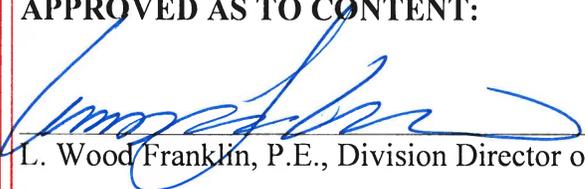
Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

COST SHARING AND REIMBURSEMENT AGREEMENT

THIS AGREEMENT is entered into the ____ day of _____, 20__ by and between the City of Lubbock, Texas, a Texas Home Rule Municipality (“City”), and Lubbock County (“County”), herein referred to separately as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, in light of substantial pavement deterioration along University Avenue from Marsha Sharp Freeway (US 62/82) to Clovis Highway (US 84) the City and County recognize the need for a full mill and relay asphalt maintenance project (“Project”); and

WHEREAS, the entirety of University Avenue from Marsha Sharp Freeway (US 62/82) to Clovis Highway (US 84) is within Lubbock County and within the city limits of the City of Lubbock; and

WHEREAS, the City and County find that it is in the best interest of the public health, safety, and welfare of the citizens of both the City and County to construct the Project; and

WHEREAS, Texas Government Code section 791.028(b) permits a local government to contract with another local government to pay jointly all or part of the costs of a highway project; and

WHEREAS, the Parties hereto agree that in order to expedite construction associated with the Project, and to fully fund and equitably share among the primary beneficiaries in the expense associated therewith, that the County shall contribute, through partial reimbursement, toward the costs for work to be completed pursuant to the Project as set forth herein.

TERMS

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, the Parties hereby do mutually agree as follows:

1.0 *Parties Obligations*

1.1 City. City shall fund the Project as set forth herein, and with due care oversee the work done pursuant to the Project to completion, unless written consent is otherwise provided by all Parties hereto.

1.2 County. County shall reimburse City for a portion, as defined in Section 1.3, of the costs incurred by the City for the Project in an amount not to exceed ONE MILLION DOLLARS and 00/100 DOLLARS (\$1,000,000.00).

1.3 Portion. The City and County will pay for the total project cost. The County’s portion of the project will be limited to a maximum of ONE MILLION DOLLARS and 00/100 (\$1,000,000.00). Any project costs exceeding TWO MILLION DOLLARS and 00/100 (\$2,000,000.00) for the entire project cost will be paid by the City.

2.0 *Reimbursements*

2.1 County. Upon selection of a qualified contractor for construction services via a City-issued request for proposals, County shall pay the City the amount set forth in Section 1.2 and 1.3 above as valued by the Contractor's bid selected by the City within thirty (30) business days from bid opening, and prior to the approval of the bid award by the City's governing body.

3.0 *Excess Material*

Excess material remaining from the removal of existing pavement in relation to the Project, including but not limited to pavement millings, shall become the property of the City.

4.0 *Breach*

The failure of either Party to comply with their obligations, including but not limited to promptly reimbursing City the agreed amounts set forth in Section 2.0, shall constitute a breach of this Agreement.

5.0 *Waiver*

The waiver of any requirement hereunder by any Party hereto shall not be effective unless properly authorized and in writing.

6.0 *Term; Termination*

This Agreement shall automatically terminate after final reimbursement by all parties to the City, or the City's termination of its Contract with Contractor, whichever should occur first. This Agreement is not subject to early termination by any Party.

7.0 *Texas Law to Apply*

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Lubbock County, Texas.

8.0 *Notice*

All notices, whether for reimbursement or otherwise, shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested to the following addresses:

City of Lubbock
Attn: Wood Franklin P.E.
Division Director of Public Works
1314 Avenue K
Lubbock, Texas 79401

County of Lubbock
Attn: Jennifer Davidson P.E.
Director of Public Works
916 Main Street, Suite 1220
Lubbock, Texas 79401

9.0 *Legal Construction*

If any one or more of the provisions contained in this agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

10.0 *Non-Arbitration*

The parties reserve 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 parties 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, the former shall control.

11.0 *Entire Agreement*

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party or anyone acting on behalf of any Party which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding. No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of either entity, has any authority to modify this Agreement except pursuant to express authority to do so granted by the governing body.

12.0 *Parties Bound/Authority*

This Agreement shall be binding upon and inure to the benefit of the Parties to it and their respective legal representatives, successors and assigns where permitted by this Agreement. The undersigned represent and warrant their authority to execute this Agreement, and to bind the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

City of Lubbock:

DANIEL M. POPE, Mayor

Lubbock County:



CURTIS PARRISH, County Judge

9-27-2021

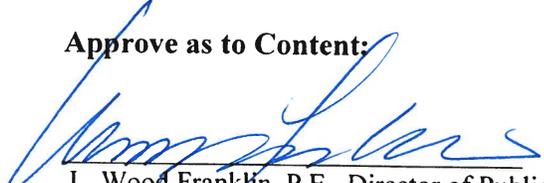
Attest:

Rebecca Garza, City Secretary



Kelly Pinion, County Clerk

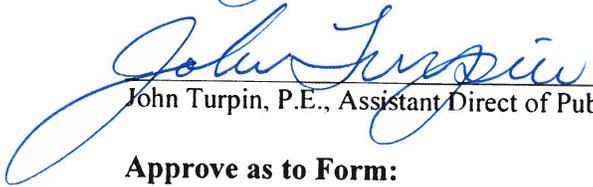
Approve as to Content:



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



Jennifer Davidson, P.E., Director of Public Works



John Turpin, P.E., Assistant Direct of Public Works

Approve as to Form:



Ryan Brooke, Assistant City Attorney



Jennifer Slack, Assistant District Attorney
Lubbock County District Attorney's Office



Regular City Council Meeting

7. 9.

Meeting Date: 10/12/2021

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Cha-Cha's Mexican Café, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Cha-Cha's Mexican Café is renovating their property at 1823 Buddy Holly Avenue, which is located within the Downtown Tax Increment Financing District boundary, as designated by the City of Lubbock. The scope of the facade project includes exterior painting and new signage.

The cost of the project is estimated to be \$21,625, and the requested grant amount is \$10,812. The Market Lubbock, Inc. Board of Directors approved this amount at their September 22, 2021 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be \$21,625, with \$10,812 to be paid upon completion with the requested grant.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Supporting Documentation
Market Lubbock Resolution

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Cha-Cha's Mexican Cafe, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Brianna Gerardi, Business Development Director

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



**1823 Buddy Holly Ave
(Cha-Cha's Mexican Café)**

TOTAL SCOPE OF WORK = \$24,735

TOTAL GRANTS = \$11,123

TOTAL FAÇADE SCOPE OF WORK = \$21,625

FAÇADE GRANT = \$10,812

TOTAL PERMITTABLE SCOPE OF WORK = \$3,110

PERMITTABLE GRANT = \$311



**Downtown Grant Program
Presented to MLI Board
September 22, 2021**

Project 1823 Buddy Holly Ave (Façade & Permittable)

Cha-Cha's Mexican Café at 1823 Buddy Holly Ave is making improvements to both the interior and exterior of the property, located in the Downtown TIF.

John Ysasaga, owner and operator, named the restaurant after his mother, Beatrice Ysasaga. Beatrice, who has gone by Cha-Cha since she was a young girl, was born and raised in Lubbock and grew up cooking with her mother and grandmother. John started his business with a food truck and is excited for the opportunity to open a brick and motor location in downtown Lubbock.

The scope of façade work will include exterior painting of the building and new signage totaling \$21,625 in façade expenses. The permit scope of work includes a new roof totaling \$3,110 for a grand total of \$24,735 in expenses.

The MLI Board is being asked to consider a Downtown Façade Grant for Cha-Cha's Mexican Café totaling \$10,812 and a Downtown Permittable Grant of \$311 at 1823 Buddy Holly Ave.



Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects Phone: 806.749.4500
 Market Lubbock, Inc.
 1500 Broadway, Sixth Floor, Lubbock, TX 79401 Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned) 6/21/21 (JQ)

Projected Project Start Date TBD (JQ)

Project Property Address 1823 Buddy Holly Ave (JQ)
 Property LCAD R# 130920 (JQ)

GENERAL INFORMATION

Company Name	Cha-Cha's Mexican Café	Contact	John Ysasaga
Street Address	1823 Buddy Holly Ave	Title	Owner
City, State, Zip	Lubbock, TX, 79401	Phone	(806)559-7263
		Email	ateamenterprises1@gmail.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own Lease Grant Type: Permittable Façade

Project Summary Scope

Exterior painting, signage and roof replacement.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Façade - Exterior Painting	\$10,992	\$5,496
Façade - Signage (Delta)	\$8,633	\$4,316
Façade - Exterior Artwork	\$2,000	\$1,000
FAÇADE TOTAL	\$21,625	\$10,812
Permittable - Roof	\$3,110	\$311
PERMITTABLE TOTAL	\$3,110	\$311
GRAND TOTAL	\$24,735	\$11,123

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

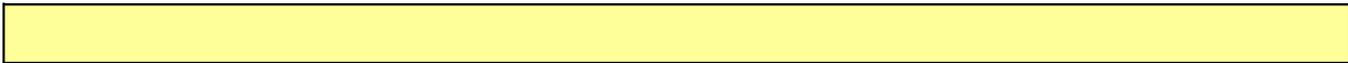
Name	Percent	Name	Percent
John Ysasaga	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas? SP Yes
 Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No
 Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain



APPLICANT'S CHECKLIST:

Initial application received by MLI prior to the start of construction and/or before permits are assigned

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI.

Contact Brianna Gerardi, City Director of Development bgerardi@mylubbock.us , to determine:

Does the scope of work meet downtown standards and guidelines? Y

Are permits required for any aspect of the scope of work? Yes

Are public improvements required? No

Documents Required for Final Grant Application

Copies of City permits, if applicable

Detailed/Itemized Bids

Before Pictures

Copy of building's current certificate of occupancy (request at orr@mylubbock.us)

Architectural Renderings (if applicable)

Architectural Plans (if applicable)

After Completion of Construction

Certificate of Occupancy or Similar City Document Approving Completion (*Applicant responsible for final scope of work matching approved scope*)

Proof of Payment:

PAID Invoices (must reference the approved project)

Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies)

Signature (not required for electronic submittals): John Ysasaga

Date: 6/21/2002



A Team Enterprises

(806)559-7263 ATeam.Enterprises1@gmail.com

PROPOSAL

TODAY'S DATE: 8/10/21	JOB NAME: Cha Cha's cafe
DATE OF PLANS: TBD	JOB LOCATION: 1823 Buddy Holly ave

We propose hereby to furnish material and labor necessary for the completion of:

Powerwash, prep, primer and paint of all elevations on body of wall 1347 sq ft (1347 sq ft x \$6 sq ft = \$8082)

Powerwash, prep, and primer and paint wood awning front and back 240 sq ft (240 sq ft x \$6 sq ft = \$1440)

5 inch ban will be painted around windows and doors 170 ln ft (170 ln ft x \$6 = \$1020)

Prep and primer 2 exterior metal doors with direct to metal paint (\$225 per door = \$450)

We propose hereby to furnish material and labor-complete in accordance with above specifications for the sum of: _____ Ten thousand nine hundred and ninety two _____ dollars

(\$ 10992)

Payment as follows: 25% draw upon beginning of job & 25% quarterly draws upon completion of job

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any altercation or deviation from above specifications involving extra costs will be only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

1823 Buddy Holly (Cha-Cha's) – Sign Bid



\$8,632.94 Total

Deposit Paid

\$4,316.47

Visa 9291 on September 9, 2021 at 11:49 AM

Next Payment

\$4,316.47 due September 23, 2021

Signs

Invoice #12190
September 9, 2021

Customer

John Ysaga
ChaCha's
ateam.enterprises1@gmail.com



Total Paid	Amount Remaining
\$4,316.47	\$4,316.47

Invoice summary	
Signs per design	\$7,800.00

1823 Buddy Holly – Exterior Artwork

INVOICE

806-548-9321

910 16th st.
Shallowater, Tx 79363

Attention: John Paul & Jessica Ysasaga
CHACHA'S Restaurant
1823 Buddy Holly Ave.
Lubbock, Texas 79401
Date: 6/19/21

Project Title: CHACHA'S Art project
Project Description: Art for restaurant building
Invoice Number: 7001

Description	Amount Paid	Cost
Total project cost	\$0.00	\$2,000.00
Deposit	\$1,000.00	\$1,000.00
	Remaining Balance Due @ Completion	\$1,000.00

Sincerely yours,

Angelo and Amy Ramirez

A Team Enterprises

(806)559-7263 ATeam.Enterprises1@gmail.com

PROPOSAL

TODAY'S DATE: 8/20/21	JOB NAME: Cha Chas cafe
DATE OF PLANS: TBD	JOB LOCATION:1823 Buddy Holly

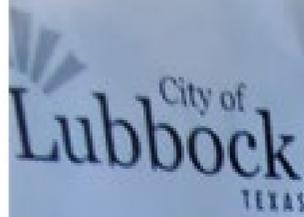
We propose hereby to furnish material and labor necessary for the completion of:
Removal of old roof including metal edge, cap membrane and base.
New installation of metal edge around exterior elevation 52 linear ft
New base sheet on flat roof and new cap sheet installed approx 660 sq ft in dining area
Materials and labor (\$3110)

*We propose hereby to furnish material and labor-complete in accordance with above specifications
for the sum of: _____three thousand one hundred ten_____ dollars (\$ 3110)*

Payment as follows: 25% draw upon beginning of job & 25% quarterly draws upon completion of job

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Authorized Note: This proposal may be withdrawn by us if **Signature**



CITY OF LUBBOCK

PERMIT RECEIPT

APN: 6670000023100012000
DATE ISSUED:
PERMIT: COMM-127225-2021
SCOPE: Commercial Building Replacement Roof
SITE ADDRESS: 1823 Buddy Holly Ave
SUBDIVISION: ORIGINAL TOWN LUBBK
CITY: LUBBOCK

PARCEL OWNER: JB QUE LTD
ADDRESS: PO BOX 53237
CITY/STATE /ZIP: LUBBOCK, TX 79453

<u>Contact</u>	<u>Company</u>	<u>Role</u>	<u>Billing Contact</u>
JOHN YSASAGA	A-TEAM ENTERPRISES	Contractor	Yes

<u>Date</u>	<u>Fee Name</u>	<u>Fee Notes</u>	<u>Paid To Date</u>	<u>Balance Due</u>
20-Aug-2021	Roofing Permit		\$50.00	\$0.00
			<u>Total</u>	<u>\$0.00</u>

<u>Payment Number</u>	<u>Payment Date</u>	<u>Payment Type</u>	<u>Payment Note</u>	<u>Transaction Type</u>	<u>Billing Contact</u>	<u>Payment Amount</u>
TRC-155578-20-08-2021	08/20/2021	Visa (Wells Fargo)		Fee Payment	JOHN YSASAG	\$50.00
		<u>Fee Name</u>		<u>CREDIT ACCOUNT</u>	<u>DEBIT ACCOUNT</u>	<u>AMOUNT PAID</u>
		Roofing Permit		100 6223	100 1548	\$50.00

**RESOLUTION APPROVING CHA-CHA'S MEXICAN CAFE
1823 BUDDY HOLLY AVENUE
DOWNTOWN FAÇADE & PERMITTABLE GRANTS**

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, September 22, 2021, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Cha-Cha's Mexican Cafe, who is making improvements to the interior and exterior of the property at 1823 Buddy Holly Avenue, located within the Downtown TIF. John Ysasaga, owner and operator of the property, started the business with a food truck and is excited for the opportunity to open a brick and motor location in downtown Lubbock.

The scope of façade work will include exterior painting of the building and new signage totaling \$21,625 in façade expenses. The permit scope of work includes a new roof totaling \$3,110 for a grand total of \$24,735 in expenses at 1823 Buddy Holly Avenue. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant Cha-Cha's Mexican Cafe, a Downtown Facade Grant of \$10,812 and a Downtown Permittable Grant of \$311 for the project at 1823 Buddy Holly Avenue, which is located within the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Ms. SuzAnn Kirby and Seconded by Director, Dr. John Opperman,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Cha-Cha's Mexican Cafe, for improvements to the building at 1823 Buddy Holly Avenue, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary



Regular City Council Meeting

7. 10.

Meeting Date: 10/12/2021

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Cha-Cha's Mexican Café, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Cha-Cha's Mexican Cafe is renovating their property at 1823 Buddy Holly Avenue, which is located within the Downtown Tax Increment Financing District boundary, as designated by the City of Lubbock. The scope of the permittable project includes a new roof.

The cost of the project is estimated to be \$3,110, and the requested grant amount is \$311. The Market Lubbock, Inc. Board of Directors approved this amount at their September 22, 2021 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be \$3,110, with \$311 to be paid upon completion with the requested grant.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Supporting Documentation
Market Lubbock Resolution

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Cha-Cha's Mexican Cafe, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Brianna Gerardi, Business Development Director

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



**1823 Buddy Holly Ave
(Cha-Cha's Mexican Café)**

TOTAL SCOPE OF WORK = \$24,735

TOTAL GRANTS = \$11,123

TOTAL FAÇADE SCOPE OF WORK = \$21,625

FAÇADE GRANT = \$10,812

TOTAL PERMITTABLE SCOPE OF WORK = \$3,110

PERMITTABLE GRANT = \$311



**Downtown Grant Program
Presented to MLI Board
September 22, 2021**

Project 1823 Buddy Holly Ave (Façade & Permittable)

Cha-Cha's Mexican Café at 1823 Buddy Holly Ave is making improvements to both the interior and exterior of the property, located in the Downtown TIF.

John Ysasaga, owner and operator, named the restaurant after his mother, Beatrice Ysasaga. Beatrice, who has gone by Cha-Cha since she was a young girl, was born and raised in Lubbock and grew up cooking with her mother and grandmother. John started his business with a food truck and is excited for the opportunity to open a brick and motor location in downtown Lubbock.

The scope of façade work will include exterior painting of the building and new signage totaling \$21,625 in façade expenses. The permit scope of work includes a new roof totaling \$3,110 for a grand total of \$24,735 in expenses.

The MLI Board is being asked to consider a Downtown Façade Grant for Cha-Cha's Mexican Café totaling \$10,812 and a Downtown Permittable Grant of \$311 at 1823 Buddy Holly Ave.



Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects Phone: 806.749.4500
 Market Lubbock, Inc.
 1500 Broadway, Sixth Floor, Lubbock, TX 79401 Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned) 6/21/21 (JQ)

Projected Project Start Date TBD (JQ)

Project Property Address 1823 Buddy Holly Ave (JQ)
 Property LCAD R# 130920 (JQ)

GENERAL INFORMATION

Company Name	Cha-Cha's Mexican Café	Contact	John Ysasaga
Street Address	1823 Buddy Holly Ave	Title	Owner
City, State, Zip	Lubbock, TX, 79401	Phone	(806)559-7263
		Email	ateamenterprises1@gmail.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own Lease Grant Type: Permittable Façade

Project Summary Scope

Exterior painting, signage and roof replacement.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Façade - Exterior Painting	\$10,992	\$5,496
Façade - Signage (Delta)	\$8,633	\$4,316
Façade - Exterior Artwork	\$2,000	\$1,000
FAÇADE TOTAL	\$21,625	\$10,812
Permittable - Roof	\$3,110	\$311
PERMITTABLE TOTAL	\$3,110	\$311
GRAND TOTAL	\$24,735	\$11,123

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

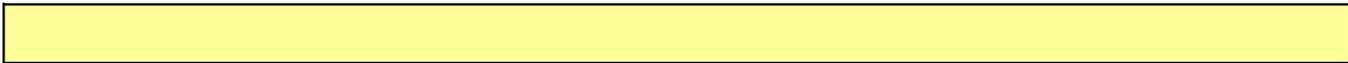
Name	Percent	Name	Percent
John Ysasaga	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas? SP Yes
 Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No
 Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain



APPLICANT'S CHECKLIST:

Initial application received by MLI prior to the start of construction and/or before permits are assigned

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI.

Contact Brianna Gerardi, City Director of Development bgerardi@mylubbock.us , to determine:

Does the scope of work meet downtown standards and guidelines? Y

Are permits required for any aspect of the scope of work? Yes

Are public improvements required? No

Documents Required for Final Grant Application

Copies of City permits, if applicable

Detailed/Itemized Bids

Before Pictures

Copy of building's current certificate of occupancy (request at orr@mylubbock.us)

Architectural Renderings (if applicable)

Architectural Plans (if applicable)

After Completion of Construction

Certificate of Occupancy or Similar City Document Approving Completion (*Applicant responsible for final scope of work matching approved scope*)

Proof of Payment:

PAID Invoices (must reference the approved project)

Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies)

Signature (not required for electronic submittals): John Ysasaga

Date: 6/21/2002



A Team Enterprises

(806)559-7263 ATeam.Enterprises1@gmail.com

PROPOSAL

TODAY'S DATE: 8/10/21	JOB NAME: Cha Cha's cafe
DATE OF PLANS: TBD	JOB LOCATION: 1823 Buddy Holly ave

We propose hereby to furnish material and labor necessary for the completion of:

Powerwash, prep, primer and paint of all elevations on body of wall 1347 sq ft (1347 sq ft x \$6 sq ft = \$8082)

Powerwash, prep, and primer and paint wood awning front and back 240 sq ft (240 sq ft x \$6 sq ft = \$1440)

5 inch ban will be painted around windows and doors 170 ln ft (170 ln ft x \$6 = \$1020)

Prep and primer 2 exterior metal doors with direct to metal paint (\$225 per door = \$450)

We propose hereby to furnish material and labor-complete in accordance with above specifications for the sum of: _____ Ten thousand nine hundred and ninety two _____ dollars

(\$ 10992)

Payment as follows: 25% draw upon beginning of job & 25% quarterly draws upon completion of job

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any altercation or deviation from above specifications involving extra costs will be only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

1823 Buddy Holly (Cha-Cha's) – Sign Bid



\$8,632.94 Total

Deposit Paid

\$4,316.47

Visa 9291 on September 9, 2021 at 11:49 AM

Next Payment

\$4,316.47 due September 23, 2021

Signs

Invoice #12190
September 9, 2021

Customer

John Ysaga
ChaCha's
ateam.enterprises1@gmail.com



Total Paid	Amount Remaining
\$4,316.47	\$4,316.47

Invoice summary	
Signs per design	\$7,800.00

1823 Buddy Holly – Exterior Artwork

INVOICE

806-548-9321

910 16th st.
Shallowater, Tx 79363

Attention: John Paul & Jessica Ysasaga
CHACHA'S Restaurant
1823 Buddy Holly Ave.
Lubbock, Texas 79401
Date: 6/19/21

Project Title: CHACHA'S Art project
Project Description: Art for restaurant building
Invoice Number: 7001

Description	Amount Paid	Cost
Total project cost	\$0.00	\$2,000.00
Deposit	\$1,000.00	\$1,000.00
	Remaining Balance Due @ Completion	\$1,000.00

Sincerely yours,

Angelo and Amy Ramirez

A Team Enterprises

(806)559-7263 ATeam.Enterprises1@gmail.com

PROPOSAL

TODAY'S DATE: 8/20/21	JOB NAME: Cha Chas cafe
DATE OF PLANS: TBD	JOB LOCATION:1823 Buddy Holly

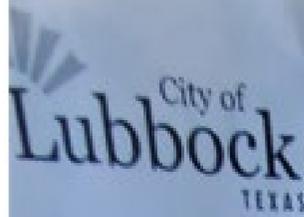
We propose hereby to furnish material and labor necessary for the completion of:
Removal of old roof including metal edge, cap membrane and base.
New installation of metal edge around exterior elevation 52 linear ft
New base sheet on flat roof and new cap sheet installed approx 660 sq ft in dining area
Materials and labor (\$3110)

We propose hereby to furnish material and labor-complete in accordance with above specifications for the sum of: _____three thousand one hundred ten_____ dollars (\$ 3110)

Payment as follows: 25% draw upon beginning of job & 25% quarterly draws upon completion of job

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Authorized Note: This proposal may be withdrawn by us if **Signature**



CITY OF LUBBOCK

PERMIT RECEIPT

APN: 6670000023100012000
DATE ISSUED:
PERMIT: COMM-127225-2021
SCOPE: Commercial Building Replacement Roof
SITE ADDRESS: 1823 Buddy Holly Ave
SUBDIVISION: ORIGINAL TOWN LUBBK
CITY: LUBBOCK

PARCEL OWNER: JB QUE LTD
ADDRESS: PO BOX 53237
CITY/STATE /ZIP: LUBBOCK, TX 79453

<u>Contact</u>	<u>Company</u>	<u>Role</u>	<u>Billing Contact</u>
JOHN YSASAGA	A-TEAM ENTERPRISES	Contractor	Yes

<u>Date</u>	<u>Fee Name</u>	<u>Fee Notes</u>	<u>Paid To Date</u>	<u>Balance Due</u>
20-Aug-2021	Roofing Permit		\$50.00	\$0.00
			<u>Total</u>	<u>\$0.00</u>

<u>Payment Number</u>	<u>Payment Date</u>	<u>Payment Type</u>	<u>Payment Note</u>	<u>Transaction Type</u>	<u>Billing Contact</u>	<u>Payment Amount</u>
TRC-155578-20-08-2021	08/20/2021	Visa (Wells Fargo)		Fee Payment	JOHN YSASAG	\$50.00
		<u>Fee Name</u>		<u>CREDIT ACCOUNT</u>	<u>DEBIT ACCOUNT</u>	<u>AMOUNT PAID</u>
		Roofing Permit		100 6223	100 1548	\$50.00

**RESOLUTION APPROVING CHA-CHA'S MEXICAN CAFE
1823 BUDDY HOLLY AVENUE
DOWNTOWN FAÇADE & PERMITTABLE GRANTS**

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, September 22, 2021, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Cha-Cha's Mexican Cafe, who is making improvements to the interior and exterior of the property at 1823 Buddy Holly Avenue, located within the Downtown TIF. John Ysasaga, owner and operator of the property, started the business with a food truck and is excited for the opportunity to open a brick and motor location in downtown Lubbock.

The scope of façade work will include exterior painting of the building and new signage totaling \$21,625 in façade expenses. The permit scope of work includes a new roof totaling \$3,110 for a grand total of \$24,735 in expenses at 1823 Buddy Holly Avenue. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant Cha-Cha's Mexican Cafe, a Downtown Facade Grant of \$10,812 and a Downtown Permittable Grant of \$311 for the project at 1823 Buddy Holly Avenue, which is located within the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Ms. SuzAnn Kirby and Seconded by Director, Dr. John Opperman,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Cha-Cha's Mexican Cafe, for improvements to the building at 1823 Buddy Holly Avenue, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary



Regular City Council Meeting

7. 11.

Meeting Date: 10/12/2021

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution ratifying the actions of the Mayor in executing a Temporary Lease Agreement, with BayCal Lubbock Partners, LLC and MBABAB, LLC as TIC c/o NetCo Investment, Inc., for a testing and vaccination clinic at 2717 and 2721 50th Street, Lubbock, Texas, for the Health Department.

Item Summary

The City's Health Department will utilize the facilities located at 2717 and 2721 50th Street, to run a Mini-COVID Clinic. This will allow staff to offer both COVID testing and vaccinations in one location. The timeframe of the lease is October 1, 2021, through January 6, 2022. The two storefronts are necessary in order to separate the public access and the staff-only portions of the clinics.

Fiscal Impact

The cost for the lease and requested renovations is \$40,000 and will be paid from the COVID Immunization Grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Katherine Wells, Director of Public Health Services

Attachments

Resolution - Temporary Lease Agreement for Clinic
Contract - Temporary Lease Agmt. for Clinic

RESOLUTION

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

THAT the act of the Mayor in executing, on behalf of the City of Lubbock, a Temporary Lease Agreement by and between the City of Lubbock and the BayCal Lubbock Partners, LLC and MBABAB, LLC as TIC c/o NetCo Investment, Inc., and all related documents, is hereby ratified in full. Said Temporary Lease 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.

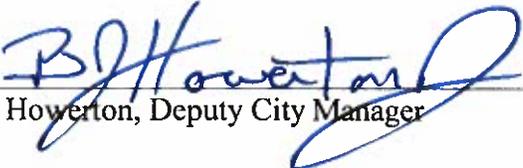
Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

RES.Temp. Lease Agreement Ratification COLHD
10.4.21

TEMPORARY LEASE AGREEMENT

This Temporary Lease Agreement (the "Lease") is made and entered into this 29th day of September, 2021 (the "Effective Date"), by and between **BAYCAL LUBBOCK PARTNERS, LLC AND MBABAB, LLC AS TENANTS IN COMMON** (collectively, "Landlord"), and **CITY OF LUBBOCK** ("Tenant").

1. **Premises.** In consideration of the mutual covenants, conditions and agreements in this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described premises ("Premises"): 2717 & 2721 50th St Lubbock TX 79413, consisting of approximately 9,376 square feet (as more particularly identified in the attached Exhibit A).

Condition Of Premises: Tenant agrees to accept the Premises in "as is" condition, provided however, that the plumbing, electrical, and HVAC systems shall be operational, and the below items completed.

- all interior public area walls repainted a neutral color.
- the interior floor is either covered in carpet or cleaned of all glue and debris
- all missing ceiling tiles be replaced.
- the passageway between the two areas be included
- all renovations comply with local Building codes and current ADA requirements.

2. **Term.**

a. The term of this Lease ("Term") shall commence on October 1, 2021 ("Commencement Date") and shall expire on January 6, 2022 ("Expiration Date"). Landlord shall deliver possession of the Premises to Tenant for preparation, cleaning, and general setup on or before the Commencement Date ("Delivery Date"). Upon the expiration or earlier termination of this Lease, Tenant shall quit and surrender to Landlord the Premises in the same condition as delivered to Tenant on the Commencement Date, casualty, condemnation and ordinary wear and tear excepted.

b. Tenant shall not hold over in the Premises after the expiration or sooner termination of the Lease Term without the express prior written consent of Landlord. Tenant shall be liable for any Landlord costs arising out of or in connection with any delay by Tenant in surrendering and vacating the Premises, including without limitation any claims made by any succeeding tenant based on any delay, and any liabilities arising out of or in connection with such claims. If possession of the Premises is not surrendered to Landlord on the expiration or sooner termination of the Lease Term, in addition to any other rights and remedies of Landlord hereunder, at law or in equity, Tenant shall pay to Landlord for each month or portion thereof following the expiration or sooner termination of the Lease Term during which Tenant retains possession of the Premises a sum equal to one hundred fifty percent (150%) of the then-current Base Rent calculated on a monthly basis (based on a 30-day calendar month), in addition to all other Rent payable under this Lease. Landlord's acceptance of any such payment shall not constitute Landlord's consent to any holding over (which consent may only be granted expressly in writing) nor Landlord's waiver of any of its rights or remedies. If any tenancy is created by Tenant's possession of the Premises following the expiration or sooner termination of the Lease Term, the tenancy shall be on all of

the terms and conditions of this Lease, except that Rent shall be increased as set forth above and the tenancy shall be a month-to-month tenancy, and not a renewal hereof or an extension for any further term. Nothing in this Lease shall be deemed to permit Tenant to retain possession of the Premises after the expiration or sooner termination of the Lease Term.

3. **Rent.** Total rent ("Rent") for the Term is \$40,000.00 due and payable to Landlord due upon execution of this agreement. All Rent provided for in this Lease shall be paid to Landlord by company check and remitted to the following address: BayCal Lubbock Partners, LLC & MBABAB, LLC c/o 1st Commercial 2009 Porterfield Way, Suite P Upland, CA 91786. Landlord agrees to provide to Tenant a form W-9, Request for Taxpayer Identification Number and Certification, upon Landlord's execution of this Lease. Landlord acknowledges and agrees that other than Rent and utilities (including trash removal), the Rent provided herein is a "gross rent" and Tenant shall not be required to pay operating costs, insurance, taxes, or any other fees or charges, however denominated or stated.
4. **Personal Property.** Tenant shall furnish at its sole cost and expense all personal property to be used by Tenant on the Premises.
5. **Permitted Use.** Tenant shall use the Premises only for COVID-19 testing and vaccination center. Landlord acknowledges and agrees that Tenant shall be permitted to provide drive through testing on the parking lot of the shopping center in a location mutually agreed by Landlord and Tenant.
6. **Utilities.** Landlord shall provide the following utilities to the Premises during the Term: electricity, gas, water and sewer (if applicable). Tenant agrees to place all utility accounts in its name from lease commencement to expiration, with payment made directly by Tenant to the utility provider.
7. **Trash.** During the Term, Tenant shall arrange and pay for all costs related to the removal from the Premises of all trash and cartons resulting from the operation of Tenant's business at the Premises. If Tenant is required to use Landlord's vendor, then any such cost shall be reasonable and competitive (and in no event greater than had Tenant contracted independently for such service) and reimbursable to Landlord, if applicable, immediately upon written invoice and request from Landlord to Tenant.
8. **Assignment/Subletting.** Tenant shall not assign or sublet the whole or any part of the Premises without first obtaining the prior written consent of Landlord, such consent to be in Lessor's sole and absolute discretion.
9. **Maintenance and Repairs.** Landlord shall at all times at its sole cost and expense keep and maintain the Premises in good condition, order and repair, including the parking lot, landscaping, roof, foundation and structural portions of the Premises, as well as the mechanical, electrical, fire protection, HVAC and other utility systems servicing the Premises, unless such repairs are necessitated by the gross negligence or willful misconduct of Tenant. During the Term, Tenant agrees to keep and maintain the interior of the Premises, and any area of the parking lot or common area used by Tenant in accordance with the Permitted Use, in a clean and orderly condition.

10. **Liens.** Tenant shall not permit any liens to be filed against the Premises on account of the furnishing of any labor, material or supplies, or for any other cause or reason. In the event liens are filed, then Tenant shall promptly cause the same to be released, bonded or satisfied in full within ten (10) days of the date of such filing.

11. **Indemnification.** Tenant shall indemnify and hold Landlord harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life or personal injury arising from or out of Tenant's occupancy or use of the Premises or any part thereof, resulting from the gross negligence or willful misconduct of Tenant, its agents, contractors or employees. Notwithstanding the foregoing, Tenant shall have no obligation to indemnify or hold Landlord harmless against claims for loss of life or personal injury arising in whole or in part out of or by reason of any act, negligence, or fault of Landlord or of its agents, servants, or employees. The parties expressly acknowledge that the Tenant's (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 Tenant (City) is invalid.

12. **Tenant's Insurance.** Tenant shall carry, at its own expense, (i) commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence, with a \$2,000,000 general aggregate for bodily injury and property damage, and (ii) all risk property insurance covering Tenant's trade fixtures, inventory and other personal property for the full replacement cost thereof. Coverage may be provided by any combination of primary and umbrella or excess policies provided that such umbrella or excess policies shall be no less broad than the underlying policies and shall have the same inception and expirations dates as the underlying coverage. Landlord shall be named as an additional insured on the aforesaid liability insurance and shall be provided with evidence confirming such coverage.

13. **Landlord's Insurance.** Landlord shall carry commercial property insurance, including special form perils endorsement, insuring the building of which the Premises is a part, in an amount not less than the full replacement cost. In addition, Landlord shall carry commercial general liability insurance for the property of which the Premises is a part, in at least the same amounts required of Tenant.

14. **Hazardous Materials.** Tenant agrees not to maintain, keep, store or permit the maintenance or storage of any dangerous, flammable or hazardous material on the Premises (other than reasonable and customary amounts as permitted under existing fire and safety rules and regulations) and further agrees to comply with all fire and safety rules and regulations affecting the Premises, provided such compliance does not require Tenant to install or modify any fire protection, fire detection or fire alarm systems in the Premises. Any such installations or modifications shall be the sole responsibility of the Landlord, unless any such installation or modification is required as a result of any particular use of the Premises by Tenant.

15. **Casualty.** If all or any part of the Premises shall be damaged or destroyed by fire, earthquake, flood or other casualty so as to render the Premises untenable in Tenant's sole opinion, then this Lease shall terminate, at the written option of Landlord or Tenant, from the date of such casualty, and upon such notice Tenant shall at once surrender the Premises and all interest therein to the Landlord, and shall not be liable for any further payments of Rent as of the date of such casualty. Any portion of the Rent applicable to the time period after the date of such casualty shall be refunded to Tenant.

16. **Quiet Enjoyment.** Landlord represents and warrants that Landlord has the right, power and lawful authority to enter into this Lease for the full Term hereof. Tenant, upon paying the Rent required under this Lease, shall peaceably and quietly hold and enjoy the Premises during the full Term hereof.

17. **Signage.** Tenant shall have the right to place its typical exterior signage on the Premises as of the later of the Effective Date of this Lease, or if applicable, the passing of the Early Termination Date set forth in section 2, subject to local sign code permitting requirements. Tenant shall use reasonable efforts to coordinate the aforementioned marketing efforts with Landlord and agrees to comply with all applicable code requirements. Upon the removal of the signs at the end of the Term, Tenant will make all necessary repairs to return the building and monuments to their original conditions prior to the installation of signs, reasonable wear and tear excepted. At no additional cost to Landlord, Landlord agrees to assist and cooperate with Tenant in obtaining any necessary signage approvals or permits, including execution of the authorization letter set forth in Exhibit "B" attached hereto.

Upon Landlord's written request, Tenant agrees to display a single "For Lease" or "For Sale" sign, not to exceed 24" x 24" (such sign to be provided by Landlord). Any such sign shall not unreasonably interfere with Tenant's operation or the visibility of the Premises.

18. **Zoning.** Landlord represents and warrants that the Premises are zoned for retail. In the event Tenant is unable to operate its business at the Premises because of zoning issues, this Lease shall be considered null and void and Landlord shall refund to Tenant all Rent and deposits (if any) paid to Landlord on a pro rata basis, based on the number of days Tenant occupied the Premises.

19. **Access to Premises.** Landlord shall have access to the Premises at all reasonable times during Tenant's normal business hours and upon not less than 24 hours prior notice (except in the event of emergency), to enable Landlord (i) to examine the same and to make such repairs, additions and alterations as Landlord may be permitted to make hereunder; or (ii) to show the Premises to prospective tenants, mortgagees and purchasers. Landlord agrees to schedule such entry with Tenant in advance (unless an emergency) and, upon such entry, agrees to minimize interference with and disruption of Tenant's business.

20. **Default.** In the event Tenant shall be in default in the payment of any installment of Rent herein reserved more than five (5) days following written notice from Landlord, or in the event Tenant shall be in default in the performance of any other of the terms, covenants, conditions or provisions herein contained binding upon Tenant after Landlord has given Tenant fifteen (15) days prior written notice of such non-performance, Landlord shall have the right (in addition to all other rights and remedies provided by law) to terminate this Lease, to re-enter and take possession of the Premises, peaceably or by force, and to remove any property therein, without liability for damage to, and without obligation to store, such property. In the event Landlord shall be in default in the performance of any of the terms, covenants, conditions or provisions herein contained binding upon Landlord after Tenant has given Landlord fifteen (15) days prior written notice of such non-performance, Tenant shall have the right (in addition to all other rights and remedies provided by law) to terminate this Lease.

21. **Notices.** Except as otherwise specifically provided herein, any notice required or permitted under this Lease shall be in writing and shall be deemed to have been duly given and delivered (a)

one (1) business day after the date on which the same has been delivered prepaid to a national courier service guaranteeing next day service, or (b) three (3) days after deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, in each case addressed to the party to whom such notice is given at the address set forth below:

To Tenant: City of Lubbock
Bill Howerton
1314 Avenue K
Lubbock, Texas 79401

To Landlord: BayCal Lubbock Partners, LLC & MBABAB, LLC as TIC
c/o NetCo Investments, Inc.
1800 Preston Park Blvd., Suite 104
Plano, Texas 75093

22. **Attorneys' Fees.** If either Landlord or Tenant institutes any action or proceeding against the other to enforce any provision of this Lease, the non-prevailing party shall reimburse the prevailing party for all reasonable costs and expenses incurred by the prevailing party, including court costs, expenses and reasonable attorneys' fees.

23. **Brokerage Commissions.** Each of the parties hereto represents and warrants to the other that it has not dealt with any broker or finder in connection with this Lease. Landlord and Tenant agree to indemnify and defend (with counsel reasonably acceptable to the other) the other party and to hold the other party harmless from and against any liability for claims for commissions or fees by any other broker or finder based on the acts of the indemnifying party.

24. **Entire Agreement.** This Lease contains the entire agreement of the parties, all prior understanding and agreements are being merged herein. There are no oral or written agreements or representations between Landlord and Tenant except as expressly set forth in this Lease. No modifications of this Lease will be binding upon Landlord or Tenant unless made in writing and signed by each party. The terms, covenants and conditions contained herein shall inure to the benefit of, and be binding upon, Landlord and Tenant, and their respective heirs, successors and assigns.

25. **Severability.** If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

26. **Governing Law.** This Lease shall be construed in accordance with the laws of the state in which the Premises is located.

27. **Force Majeure.** Neither the Landlord nor the Tenant shall be liable for failure to timely perform any obligation under this Lease in the event it is prevented from so performing by strike, lockout, breakdown, communicable disease outbreak or epidemic (including without limitation COVID-19 or the coronavirus), accident, act of terrorism, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to

obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency or for any other cause beyond its reasonable control (collectively, "Force Majeure"). In addition, if Tenant determines, in its reasonable judgment, that it is unable to operate its store as contemplated herein because of Force Majeure, then Tenant may terminate this Lease at any time upon notice to Landlord. Upon Landlord's receipt of Tenant's termination notice, this Lease shall terminate, and Landlord shall refund to Tenant all prepaid rent and deposits (if any) paid to Landlord (prorated based on the number of days Tenant physically occupied the Premises, if any) within ten (10) days following the effective date of such termination.

28. **Counterparts and Electronic Signatures.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signed copy of this Lease transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Lease for all purposes.

29. **Time of the Essence.** Time is of the essence with respect to the performance of each, every, and all of the terms, conditions, promises and provisions of this Lease.

(Remainder of page left intentionally blank – Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD:

BAYCAL LUBBOCK PARTNERS, LLC
A Delaware limited liability company

By: NetCo Investments, Inc. a California corporation
its Manager

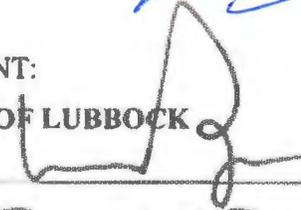
By: 
Reza Bayat, President

MBABAB, LLC
A Delaware limited liability company

By: Double A Asset Management, LLC,
A Texas limited liability company
its Manager

By: 
Reza Bayat, Manager

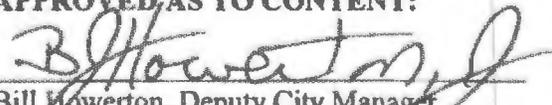
TENANT:
CITY OF LUBBOCK

By: 
Name: Daniel M. Pope, Mayor
Date: October 5, 2021
Tenant's Federal Tax ID#: 75-6000590

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

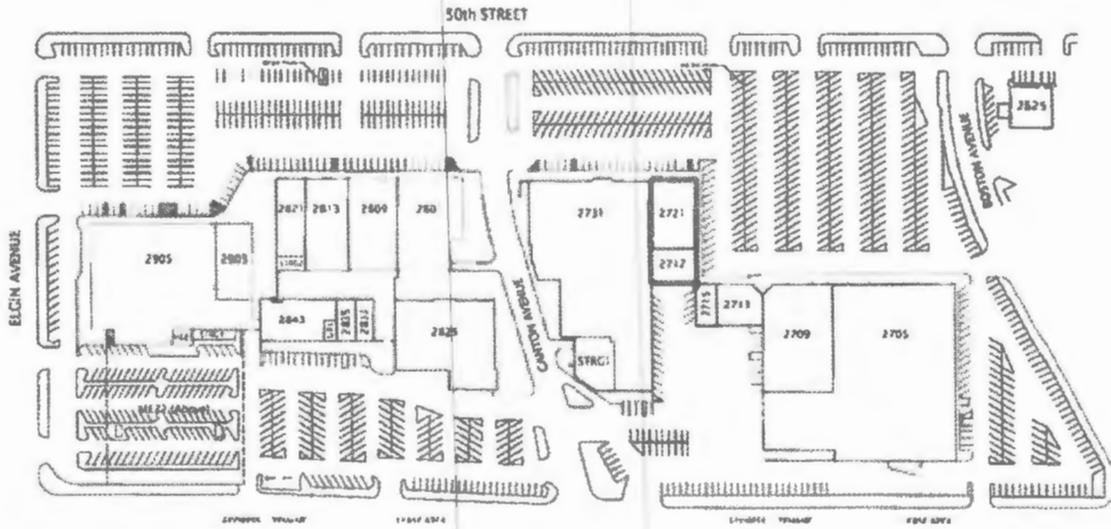

Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:


Ryan Brooke, Assistant City Attorney

Exhibit "A" – Premises Site Plan

NOTE: 1:500 REPLY ON UNITS ONLY
These drawings shall not be used
for construction.





Regular City Council Meeting

7. 12.

Meeting Date: 10/12/2021

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution ratifying the acts of the Mayor in executing Amendment No. 1 to Contract HHS001019500024, and all related documents, under the COVID-19 Immunizations Grant Program, by and between the City of Lubbock and the Texas Department of State Health Services.

Item Summary

Amendment 1 will provide additional grant funding to support ongoing COVID-19 vaccination efforts by the Health Department. The funding will be used to support staff salaries and rent clinical space. The amendment increases the contract amount by \$489,758, bringing the total amount of the contract to \$3,251,133.

Fiscal Impact

This amendment is for an additional \$489,758.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Katherine Wells, Director of Public Health Services

Attachments

Resolution (c) - Amend 1 to HHS001019500024

Amend 1 - Immunization Grant

RESOLUTION

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

THAT the acts of the Mayor of the City of Lubbock in executing, on behalf of the City of Lubbock, Amendment No. 1 to the Department of State Health Services (DSHS) Contract No. HHS001019500024, regarding objectives and activities for Coronavirus Disease 2019 (COVID-19), by and between the City of Lubbock and the State of Texas acting by and through DSHS, and related documents are hereby ratified in full. 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney



TEXAS
Health and Human
Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

The Honorable Daniel Pope, Mayor
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457

Subject: COVID-19 Vaccination Capacity Contract
Contract Number: HHS001019500024, Amendment No. 1
Contract Amount: \$3,251,133.00
Contract Term: May 14, 2021 through June 30, 2024

Dear Mayor Pope:

Enclosed is the COVID-19 vaccination capacity contract between the Department of State Health Services and City of Lubbock.

The purpose of this contract is to increase COVID-19 vaccination capacity for the jurisdiction.

This Amendment increases the Contract amount by \$489,758.00.

Please let me know if you have any questions or need additional information.

Sincerely,

Holly Zoerner, CTCM
Contract Manager
512-776-3767
Holly.Zoerner@dshs.texas.gov

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001019500024
AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**SYSTEM AGENCY**”), a pass-through entity, and **CITY OF LUBBOCK** (“**GRANTEE**”), who are collectively referred to herein as the "Parties," to that certain Immunizations/COVID-19 Contract effective May 14, 2021 and denominated DSHS Contract No. HHS001019500024 (“the Contract”), now desire to further amend the Contract.

WHEREAS, DSHS desires to add funding for Coronavirus Disease 2019 (COVID-19) activities; and

WHEREAS, DSHS desires to amend the Statement of Work to add objectives and activities for Coronavirus Disease 2019 (COVID-19); and

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **SECTION IV** of the Contract, **BUDGET** is hereby amended to add COVID-19 funds to the Contract of \$489,758.00. The Contract shall not exceed the amount of \$3,251,133.00. All expenditures of the additional funds must conform with **ATTACHMENT B-1, SUPPLEMENTAL BUDGET**.
2. **ATTACHMENT A** of the Contract, **STATEMENT OF WORK** is hereby supplemented with the addition of **ATTACHMENT A-1, SUPPLEMENTAL STATEMENT OF WORK**.
3. **ATTACHMENT B, BUDGET**, is hereby supplemented with **ATTACHMENT B-1, SUPPLEMENTAL BUDGET** (attached hereto).
4. This Amendment No. 1 shall be effective upon the date of the last signature.
5. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
6. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 1
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001019500024**

SYSTEM AGENCY

GRANTEE

DocuSigned by:
Kirk Cole
Signature

DocuSigned by:
Daniel Pope
Signature

Printed Name: Kirk Cole

Printed Name: Daniel Pope

Title: Deputy Commissioner

Title: Mayor

Date of Execution: September 30, 2021

Date of Execution: September 29, 2021

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

- ATTACHMENT A-1 SUPPLEMENTAL STATEMENT OF WORK**
- ATTACHMENT B-1 SUPPLEMENTAL BUDGET**

ATTACHMENTS FOLLOW

**ATTACHMENT A-1
SUPPLEMENTAL STATEMENT OF WORK**

I. Grantee will conduct all of the following objectives that are aligned with an approved workplan.

A. Objective 1

1. Grantee will utilize relevant U.S. Census tract data at the Zip Code level to identify geographic areas within their jurisdiction with increased populations of the following racial and ethnic minority groups:

- a) Non-Hispanic American Indians
- b) Alaska Native
- c) Non-Hispanic Black
- d) Hispanic

Grantee may hire or contract Data Analysts, Statisticians, Epidemiologists, Social Workers, and Public Health specialists to identify these populations. Grantee is encouraged to map vaccination coverage within their jurisdiction by ZIP Code using ImmTrac vaccination data and/or other local programs which capture COVID-19 vaccination data.

2. Once identified, Grantee will perform targeted education and outreach regarding COVID-19 vaccination to these communities. Methods of education and outreach can include, but are not limited to:

- a) Door-to-door educational pamphlet placement
- b) Town hall meetings
- c) Neighborhood association meetings
- d) Festival/fair, or other community event

3. Grantee will share this data with other organizational entities within the jurisdiction to assist with the outreach. These entities can include health department programs like HIV/STD, WIC, and Rural Health, as well as other agencies who regularly interact with these racial and ethnic minority groups. These groups can include the jurisdictional fire department, police department, public works department, and community services department.

- a) Grantee will investigate pathways to incorporate these external organizations to assist in delivery of outreach and educational messages.

B. Objective 2

1. Using the data from the identified disproportionate population identified, Grantee will develop and implement outreach campaigns to identify and train trusted messengers to deliver COVID-19 vaccine safety and effectiveness to

these communities and populations. These trusted messengers can include, but are not limited to:

- a) Faith leaders
- b) Teachers
- c) Community health workers
- d) Radio DJ's
- e) Barbers
- f) Local Proprietors
- g) Community and civic leaders

2. These trusted messengers will deliver their COVID-19 vaccine promotion material and information through local media outlets, social media, faith-based venues, community events, and other culturally appropriate venues.

3. Within the jurisdiction, the Grantee will contact and engage the following entities to develop and operate temporary or mobile COVID-19 vaccination sites, especially in high-disparity communities. The following are recommendations:

- a) Places of worship
- b) Community-based centers (libraries, event centers)
- c) Recreation centers
- d) Food banks
- e) Schools/colleges
- f) Grocery stores
- g) Salons/barbershops
- h) Major employers

C. Objective 3

1. Grantee will continue to increase access to vaccination sites and appointments throughout the jurisdiction by using multiple locations and with flexible hours (evening hours) which are accessible to and frequented by the identified disproportionate populations. Sites should include, but are not limited to:

- a) Pharmacies
- b) Healthcare facilities
- c) Community-based sites
- d) Mobile sites

2. Grantee must coordinate with local community-based organizations to plan and implement mobile vaccination clinics and is encouraged to work with minority community health workers, nursing students/schools, and historical black colleges and universities, as applicable.

3. Grantee is required to simplify the COVID-19 vaccine patient registration procedure through the following avenues:
 - a) Prioritize options which do not require pre-registration
 - b) Ensure patient registration options do not require the internet or digital platforms
 - c) Registration is accessible to those with limited English proficiency or limited literacy
 - i. Registration does NOT require nonessential documentation.
4. Grantee is encouraged to support free or subsidized transportation options to access vaccination appointments either directly or indirectly through community partners.

D. Objective 4

1. Grantee will fund and hire a dedicated health communicator to support and implement the jurisdiction's specific vaccine communication, education, and outreach. This position will assist the Grantee in:
 - a) Developing and implementing community-based and culturally and linguistically appropriate messages which focus on COVID-19 spread, symptoms, treatment, and prevention, AND benefits of vaccination
 - b) Fund communications strategies that accommodate different levels of health literacy, digital literacy, and science literacy
 - c) Develop toolkits, checklists, quick guides, etc., to increase vaccine education
 - d) Continue training of local trusted messengers to deliver messages regarding vaccine hesitancy and misinformation
 - e) Develop localized testimonial campaigns

E. Objective 5

1. Grantee will fund and hire an adult immunization coordinator to focus on COVID-19, influenza, and other necessary vaccines for these disproportionate populations within their jurisdiction to serve as a safety net for at-risk individuals. The coordinator will focus on:
 - a) Quality improvement
 - b) Reminder recall
 - c) Other relevant activities to improve adult coverage rates

**ATTACHMENT B-1
SUPPLEMENTAL BUDGET**

Budget Categories	Total Amount Upon execution to June 30, 2024
Personnel	\$185,600.00
Fringe	\$79,158.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$5,000.00
Contractual	\$220,000.00
Other	\$0.00
Total Direct	\$489,758.00
Indirect	\$0.00
Total	\$489,758.00

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Certificate Of Completion

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Status: Completed

Subject: \$3,251,133.00; HHS001019500024 City of Lubbock A1; IMM/COVID

Source Envelope:

Document Pages: 7

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

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Signer Events

Daniel Pope

dpope@mylubbock.us

Mayor

City of Lubbock

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Daniel Pope
3F637B63155540F

Signature Adoption: Pre-selected Style

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Signed: 9/29/2021 2:41:51 PM

Electronic Record and Signature Disclosure:

Accepted: 9/29/2021 2:41:11 PM

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Helen Whittington

helen.whittington@dshs.texas.gov

Security Level: Email, Account Authentication
(None)

Completed

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Electronic Record and Signature Disclosure:

Accepted: 9/29/2021 2:44:05 PM

ID: b2f0d135-37d3-47b7-bb2c-fe90380dacb9

Patty Melchior

Patty.Melchior@dshs.texas.gov

Director, DSHS CMS

Security Level: Email, Account Authentication
(None)

Completed

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Electronic Record and Signature Disclosure:

Accepted: 9/29/2021 2:54:41 PM

ID: 0bf6769c-7ab8-46da-91a9-40d631d33548

Kirk Cole

Kirk.Cole@dshs.texas.gov

Deputy Commissioner

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Kirk Cole
04DD3FAAF59048D

Signature Adoption: Pre-selected Style

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Signed: 9/30/2021 7:28:14 AM

Electronic Record and Signature Disclosure:

Accepted: 9/30/2021 7:27:27 AM

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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
<p>Lillie Powell lillie.powell@dshs.texas.gov Contract Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block;">COPIED</div>	<p>Sent: 9/20/2021 1:43:12 PM Viewed: 10/1/2021 7:26:40 AM</p>
<p>Katherine Wells kwells@mylubbock.us Director of Public Health City of Lubbock Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block;">COPIED</div>	<p>Sent: 9/20/2021 1:43:11 PM Viewed: 9/22/2021 12:05:55 PM</p>
<p>CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov DSHS Contract Management Section Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block;">COPIED</div>	<p>Sent: 9/30/2021 7:28:16 AM Resent: 9/30/2021 7:28:19 AM</p>
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	9/30/2021 7:27:27 AM
Signing Complete	Security Checked	9/30/2021 7:28:14 AM
Completed	Security Checked	9/30/2021 7:28:16 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DSHS Contract Management Section (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DSHS Contract Management Section:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alison.joffrion@hhsc.state.tx.us

To advise DSHS Contract Management Section of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alison.joffrion@hhsc.state.tx.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from DSHS Contract Management Section

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DSHS Contract Management Section

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DSHS Contract Management Section as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DSHS Contract Management Section during the course of your relationship with DSHS Contract Management Section.



Regular City Council Meeting

7. 13.

Meeting Date: 10/12/2021

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 16001 and all related documents, with the YWCA of Lubbock, through the Community Development Block Grant administered by the U.S. Department of Housing and Urban Development, to provide childcare assistance to qualified low-to-moderate income persons and families.

Item Summary

- Grantee: YWCA of Lubbock
- Funding source: Community Development Block Grant (CDBG) funds from U.S. Department of Housing and Urban Development (HUD)
- Use of funds: Childcare assistance for low-income citizens of the City of Lubbock
- Allocation: Up to \$200,000
- Terms: October 1, 2021 - September 30, 2022

Community Development & Services Board (CDSB) held a public hearing on March 10, 2021, followed by a public board meeting, to discuss and approve the 2020 Action Plan draft. The Action Plan is the document that was submitted to HUD and serves as the City’s application for, and proposed use of CDBG funds. CDSB recommends acceptance of the FY 2020 CDBG funding from HUD.

Fiscal Impact

There is no fiscal impact to the General Fund. The maximum amount allocated to YWCA for the CDBG childcare assistance program is \$200,000.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Karen Murfee, Director of Community Development

Attachments

Resolution
CDBG Contract - YWCA (s)

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 16001, and all related documents, between the City of Lubbock and YWCA of Lubbock to provide childcare assistance for qualified persons. 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

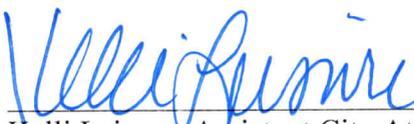
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Karen Murfee, Community Development Director

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK
AND
YWCA OF LUBBOCK**

This Community Development Block Grant Program Funding Agreement (the "Agreement"), Contract No. 16001, is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the "City") and YWCA of Lubbock (the "Grantee"), (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 _____, 2021 (the "Effective Date").

RECITALS

WHEREAS, the City is obligated to do and perform certain services in its undertaking of a Community Development Block Grant (CDBG) Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the City operates a non-profit center offering services to families and individuals throughout City of Lubbock, Texas.

WHEREAS, the City and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.201; and

WHEREAS, the City proposes to use the funds in order to Childcare Assistance Program (the "Program"); and

WHEREAS, the City's services benefit residents in and around Lubbock, Texas and constitute a valuable public service, and the City Council of the City (the "City Council") has declared the services provided by the City to be a public purpose; and

WHEREAS, the accomplishment of the above public purpose is the predominate purpose of this Agreement; and

WHEREAS, the continuing supervision by the City and State together 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 City has the special expertise, knowledge, and experience necessary for the operation of the Program; 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

Article 1. SCOPE OF SERVICE

A. The City's Responsibilities

1. The City agrees to provide the Grantee with funding from the U.S. Department of Housing and Urban Development (HUD) not to exceed the amount as stated in the attached EXHIBIT A, to be distributed and used according to the provisions of this Agreement.
2. The Funding will be limited to the City's performance of the Program, including the satisfaction of expenses incurred by the City in its performance of the Program.
3. The City's awarding of the Funding under this Agreement is contingent upon the City's receipt of adequate funds to meet the City's liabilities under this Agreement. If adequate funds are not made available to the City so that it cannot award the Funding, then the City shall notify the City in writing within a reasonable time after such fact is determined, the City shall terminate this Agreement, and the City will not be directly or indirectly liable for failure to award the Funding to the City under this Agreement.
4. The City shall not be liable to the City for any cost incurred by the City which has been paid to the City, which is subject to be paid to the City, which has been reimbursed to the City, or which is subject to reimbursement to the City by any source other than the City or the City.
5. The City shall not be liable for any cost incurred by the City which is not an allowable cost as set forth in this Agreement or under 24 CFR §570.207.
6. The City shall not be liable to the City for any cost incurred by the City or for any performance rendered by the City which is not strictly in accordance with the terms of this Agreement.
7. The City shall not be liable to the City for any cost incurred by the City in the performance of this Agreement which has not been billed to the City by the City within sixty (60) days following the termination of this Agreement.
8. The City shall not be liable for any cost incurred or performance rendered by the City before the commencement or after termination of this Agreement.
9. The City may, at its sole discretion and convenience, review any work specifications prior to the beginning of a procurement process under this Agreement, and the City may inspect any construction for compliance with work specifications prior to the release of the Funding.

B. The Grantee's Responsibilities

1. The Grantee will be responsible for administering the Program 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 Grantee certifies that all of its activities carried out for the Program through the Funding will satisfy 24 CFR Part 570, including, but not limited to: CDBG's eligible activities under the applicable uniform administrative requirements described in 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards". The Grantee agrees to repay any and all of the Funding that does not satisfy the regulations required under this provision.
3. The Grantee shall perform all activities related to the Program in accordance with its budget; all applicable laws and regulations; and, with the assurance, certifications, and all other terms, provisions, and requirements set forth in this Agreement.
4. Upon the City's request while this Agreement is in effect, the Grantee shall submit to the City any and all reports, documents, or information on the Grantee's performance of the Funding or the Program contemplated under this Agreement.
5. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed to by the Parties that if the Grantee fails to submit to the City in a timely and satisfactory manner any reports, documents, or information requested by the City under this Agreement, the City may, at its sole discretion, withhold all, or any part of, the Funding. If the City withholds all, or any part of, the Funding, it shall notify the Grantee in writing of its decision and the reasons therefor. Any Funding withheld pursuant to this paragraph may be held by the City until such time as the obligations for which the Funding is being withheld is fulfilled by the Grantee to the satisfaction of the City.
6. The Grantee shall refund to the City any Funding that has been paid to the Grantee by the City for which the City determines is a result of overpayment of the Funding to the Grantee, or for which the City determines any of the Funding has not been spent by the Grantee strictly in accordance with the terms of this Agreement. Such refund shall be made by the Grantee to the City within thirty (30) working days after such refund is requested by the City.
7. The Grantee shall submit to the City a request for an environmental assessment to be prepared and approved on individual construction sites prior to the beginning of any project if applicable.
8. The Grantee shall submit to the City a request for a review of all work specifications prior to the beginning of the procurement process.

9. The Grantee will have Match funds ready and available prior to the start of any project, if applicable. Failure to have Match funds ready and available may delay or cancel such project.
10. The Grantee will certify eligibility by completion of Self Certification form to verify low – mod clientele participates in the program.
11. The Grantee agrees that any interests or assets obtained with the Funding shall revert back to the City in the event that the Grantee dissolves, files for bankruptcy, or goes out of business for any reason.

C. Grantee's Match

The CDBG funds must be supplemented with additional funds from sources other than CDBG. This project must provide 25% or more of the total project costs from non-CDBG sources. Matching funds may include donations, or other non-Federal grants.

D. National Objective

The Grantee agrees that all activities funded with CDBG Funds and carried out under this Agreement will meet the following CDBG program national objectives as defined in 24 CFR 570.208(a):

- 1) Benefits low- and moderate-income persons

E. Performance Monitoring

1. *General Monitoring.* The City will monitor the Grantee's performance under this Agreement in order to ensure that the Grantee complies with the terms of this Agreement and all other applicable laws and regulations related to this Agreement and the Funding provided through this Agreement (the "Monitoring"). The Monitoring will be based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year, and will take place on a monthly and quarterly basis as described below. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the Grantee in writing, the City may suspend or terminate this Agreement.
2. *On-site Monitoring.* The number of on-site Monitoring visits will be determined by the City. The City will send a Monitoring notification letter sent to the Grantee at least fifteen (15) days before a Monitoring visit. The City must provide a written response to the Monitoring report within thirty (30) days that describes how the City will resolve the issues raised by the City in the Monitoring report. The Grantee must confirm receipt of the Monitoring report within thirty (30) days if no actionable issues were identified in the Monitoring report. The City reserves the right to conduct a spot check of Grantee's facility where program takes place, at any given time without notice.

Article 2. TIME OF PERFORMANCE

Services of the Grantee shall start on the first (1st) day of October, 2021, and end on the thirtieth (30th) day of September, 2022 (the "Term"), with the understanding that the Grantee will expend 100 percent of the funds to assist low-income eligible persons during the contract term. The Term and the provisions of this Agreement shall be extended to cover any additional time period during which the City remains in control of the CDBG Funding period or other CDBG assets, including Program income.

Article 3. BUDGET

The Funding made available to the Grantee under this Agreement shall be specifically drawn from the sources listed in this section (the "Budget"). The Funding made available to the City under this Agreement shall be drawn from several fiscal year allocations by HUD to the City. In the budget listed below, the fiscal year of a HUD allocation to the City is listed to the left of the funding under that allocation that is made available to the Grantee for the Project under this Agreement. The Funding made available to the Grantee under this Agreement shall be directly linked to the specific funding year and amount listed in the attached EXHIBIT A.

Article 4. PAYMENT

A. The Payment

The Funding shall be disbursed on a monthly basis based on the Grantee's submission to the City of a written request for reimbursement, with such request being in a form acceptable to the City (the "Payment"). Expenses eligible for Payment to the Grantee by the City shall be those expenses that have been incurred or paid for by the City prior to the City's submission to the City of a request for Payment. In its request to the City for the Payment, the Grantee shall submit detailed documentation to the City that clearly shows the source of the expenses incurred or paid for by the Grantee that are the subject of the Grantee's request for Payment. Such source documentation includes, but is not limited to, time sheets, paycheck stubs, receipts, invoices, billing statements, or other verification in support of all expenditures incurred by the Grantee in its performance of the Program.

B. Not To Exceed

The total amount of the Funding to be paid by the City under this Agreement shall not exceed the amount as stated in the attached EXHIBIT A, for the Project. Any drawdowns on the Payment and any expenses for the general administration of the Program shall be made against the line item budgets specified in this Agreement and in accordance with the Grantee's performance of Program.

C. 2 CFR Part 200

Every Payment may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in 2 CFR Part 200.

Article 5. SPECIAL CONDITIONS

None.

Article 6. GENERAL CONDITIONS

A. General Compliance

1. The Grantee 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 Grantee does not assume the City's environmental responsibilities described in 24 CFR 570.604; and, (2) the Grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
2. The Grantee 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 Grantee further agrees to utilize the CDBG Funding under this agreement to supplement, rather than supplant, funds otherwise available.
3. The Grantee shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to: 24 CFR Part 570; 2 CFR Part 200; OMB Circular A-128, "Audits of State and Local Governments;" The Davis-Bacon Fair Labor Standards Act; The Contract Work Hours and Safety Standards Act of 1962; Copeland "Anti-Kickback" act of 1934; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA); Title VI of the Civil Rights Act of 1964, (Public Law 88-352 implemented in 24 CFR Part 1); Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107); Section 104(b) and 109 of the HCD Act of 1974; Section 3 of the Housing and Urban Development Act of 1968; Equal employment opportunity and minority business enterprise regulations established in 24 CFR Part 570.904; Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086); Section 504 of the Rehabilitation Act of 1973 Uniform Federal accessibility Standards; The Architectural Barriers Act of 1968; The Americans With Disabilities Act (ADA) of 1990; The Age Discrimination Act of 1975, as amended; National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended; Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401; Asbestos guidelines established in CPD Notice 90-44; HUD Environmental Criteria and Standards (24CFR Part 51); The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39; Historic Preservation Act of 1966, as amended, and related laws and Executive Orders; Executive Order 11988, floodplain management, 1977 (42 FR 26951 et seq.); and, Flood Disaster protection Act of 1973.

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 Grantee 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 Grantee is an independent contractor.

C. Indemnity and Release

1. **THE GRANTEE 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 LOSSES, DAMAGES, CLAIMS, OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED, IN ANY WAY, MANNER, OR FORM, TO THE ACTIVITIES CONTEMPLATED HEREUNDER.**
2. **THE GRANTEE SHALL PAY TO THE CITY, THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND OR AGENTS, AS APPLICABLE, ALL ATTORNEYS' FEES INCURRED BY ENFORCING THE GRANTEE'S INDEMNITY HEREIN.**
3. **THE GRANTEE, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS SHALL NOT BE LIABLE, AND THE CITY HEREBY RELEASES THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS, FOR, FROM, AND AGAINST ANY LOSSES, DAMAGES, CLAIMS, OR LIABILITIES TO THE GRANTEE.**
4. **THE INDEMNITY AND RELEASE PROVIDED HEREIN SHALL SURVIVE 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 Grantee shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance and Bonding

The Grantee 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.

G. Grantor Recognition

The Grantee shall insure recognition of the role of the grantor agency 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 Grantee will include a reference to the Funding in all publications made possible under this Agreement.

H. Amendments

1. The City or the Grantee 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 Grantee 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 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 Grantee under this Agreement shall, at the option of the City, become the property of the City, and the Grantee 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 Grantee 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 Grantee to fulfil 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 Grantee 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 Grantee 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 Grantee 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 Grantee. 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 Grantee.

Article 7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. *Accounting Standards.* The Grantee 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 Grantee shall administer its program in conformance with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Award", which shall be applied to all direct or indirect costs incurred by the Grantee under this Agreement.

B. Documentation and Record-Keeping

1. *Records to be Maintained.* The Grantee 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 the CDBG Program, benefiting low to moderate income (LMI) persons or, low to moderate income area (LMA) by Census Tracts;
 - b) Records required to determine the eligibility of activities;
 - c) Financial records as required by 24 CFR Part 570.502;
 - 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 the CDBG program;
 - f) Other records necessary to document compliance with Subpart K or 24 CFR Part 570.

2. *Retention.* The Grantee 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. The retention period begins on the date of the submission to the City's annual performance and evaluation report to HUD in which activities assisted under this Agreement are reported on for the final time. Expenditures under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with the Funding shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after the displaced person has received final payment. Notwithstanding the above, if there is 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.
3. *Client Data.* The Grantee shall maintain client data that demonstrates client eligibility for the Funding and services provided under this Agreement. Such data shall include, but not be limited to: client name or identifier; client address; client income level; age, gender, 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 for review upon request.
4. *Disclosure.* The Grantee 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 Grantee'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 Grantee 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 Parts 570.503(b)(8).
6. *Close-Outs.* The Grantee'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 City has control of the CDBG funds, including program income.

7. *Audits & Inspections.* All of the Grantee's records related to this Agreement shall be made available at any time during normal business hours as often as the City or its designee deems necessary to monitor, audit (if required), examine, or make excerpts or transcripts of any data relevant to this Agreement in order for the City to produce an audit report. Any deficiencies noted in an audit report must be fully cleared by the Grantee within thirty (30) days after receipt by the City. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of Funding. The Grantee hereby agrees to have an annual internal audit conducted in accordance with current City policy concerning Grantee audits and, if required, a regular audit under Title 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

C. Reporting and Payment Procedures

1. *Payment Procedures.* The City will pay to the Grantee Funds based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning the Payments. Payment will be made for eligible expenses actually incurred by the Grantee, 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 Grantee'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 Grantee.
2. *Performance and Financial Reports.* Throughout the Term, the Grantee shall submit monthly reports to the City, in a format, content and frequency as required by the City. A monthly Performance Report, a Financial Report, and a narrative for the Grantee's Program activity and shall include the amount of all of the Grantee's expenditures for each of its Program activities. The Grantee shall submit such reports, demographics and narratives no later than the tenth (10th) day of each month. The End of Year report is due no later than October 10, 2022. Reporting will continue from the start of Program activity through the end of the Program year.

D. Procurement

Compliance. The Grantee shall comply with Title 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 Program assets purchased with Funding, 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 Grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.
2. *Travel.* The Grantee 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. Any Subrecipient used by the Grantee shall transfer to the Grantee 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 Grantee'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 Grantee fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, then the Grantee 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 Grantee 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 Grantee 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.

Article 8. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The City 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 Antidisplacement 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 City 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 City also agrees to comply with all applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residences.

Article 9. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. *Compliance.* The Grantee 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 and 12086.
2. *Nondiscrimination.* The Grantee 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 Grantee 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 City will take affirmative action to insure 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 City 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 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 Grantee 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 Grantee, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
4. *Section 504.* The Grantee agrees to comply with any Federal regulations issued pursuant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Grantee with any guidelines necessary for compliance with the regulations in force during the term of this Agreement.
5. *Reports.* The Grantee shall maintain a report that documents the race and ethnicity of its employees. The Grantee shall provide the City a copy with said report upon execution of this Agreement.

6. *Policies.* The Grantee shall maintain current copies of its fair housing and equal opportunity policies. The Grantee shall provide a copy of said policies to the City immediately upon request.

B. Affirmative Action

Approved Plan. The Grantee 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 Grantee receives Federal funds through the City, then the Grantee shall be required to develop a written Affirmative Action Program to insure that equal opportunity is provided in all aspects of its employment.

1. *Women- and Minority-Owned Business (W/MBE).* The Grantee 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 City Grantee 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 City shall furnish and cause any Grantee or 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 City 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 City's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. *Subcontract Provisions.* The City 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 Grantee or subcontractor.

C. Employment Restrictions

1. *Prohibited Activity.* The Grantee is prohibited from using the Funding provided herein or personnel employed in the administration of the Program for political activities, inherently religious activities; sectarian activity, religious activity, lobbying, political patronage, or nepotism.

2. *Labor Standards.*

a) The Grantee 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, the Copeland "Anti-Kickback" Act (40 U.S.C. 327 *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 Grantee agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor Act at 29 CFR Part 5. The Grantee 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 Grantee 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 Grantee of its obligation, if any, to require payment of the higher wage. The Grantee 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. "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 135, 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 Grantee, any of Subrecipient, and subcontractor. The Grantee certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.
2. *"Section 3" Paragraph.* The Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 135 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.

E. Assignability

The Grantee 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 Grantee 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.

F. Subcontracts

1. *Approvals.* The Grantee 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 City will monitor the performance of the Grantee. All subcontracted services on a risk analysis basis to assure contract compliance. 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 City will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable time after being notified, Agreement suspension or termination will take place.
3. *Content.* The Grantee 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 City 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 Disbarment.* The Grantee shall not enter into any subcontracts with an agency, business, or individual that has been suspended, disbarred, or otherwise excluded from Federal grants. The Grantee 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.

G. Hatch Act

The Grantee 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 U.S.C.

H. Conflict of Interest

The Grantee agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include but are not limited to:

1. The Grantee 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 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 (1) 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 Grantee, or any designated public agency.

I. Lobbying

The Grantee 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.

J. Lobbying Certification

Any person who fails to file the required certification imposed by 31 USC 1352 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.

K. 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.

L. Religious Organization

The Grantee 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.

Article 10. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Grantee 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;
- 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 USC 4001), the Grantee 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 Grantee 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 Grantee 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 Grantee 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.

Article 11. 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.

Article 12. 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.

Article 13. WAIVER

The Grantee'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 Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Article 14. CHAPTER 2270, SUBTITLE F, TITLE 10, TEXAS GOVERNMENT CODE

The City warrants that it is in compliance with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that it does not boycott Israel, and that it will not boycott Israel during the term of this Agreement.

Article 15. 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 Grantee, 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

FOR: THE CITY OF LUBBOCK

FOR: YWCA OF LUBBOCK

DANIEL M. POPE, MAYOR



GLENDAMATHIS,
Chief Executive Director



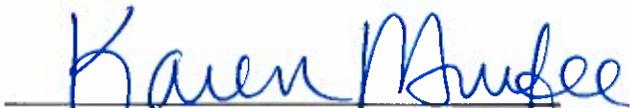
LINDA GREENSTREET, Board President

FED. I.D. #75-0939427

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Karen Murfee, Community Development Director

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

EXHIBIT A

GRANTEE - YWCA of Lubbock
TERM - October 1, 2021 – September 30, 2022
PROGRAM - Childcare Assistance Program
ALLOCATION - \$200,000
MATCH – (25% of allocation) \$50,000

PROGRAM DELIVERY- Working families who need assistance with the cost of childcare are given vouchers based on family income to support the cost of having children in care. Based on national standards of a livable wage, we try to assist to ensure that childcare does not exceed 10% of the family income.

LEVEL OF ACCOMPLISHMENT - In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to provide the following levels of program services in its performance of the Program.

<u>Activity</u>	<u>Timeline</u>	<u>Accomplishments</u>
Childcare Assistance	October 1, 2021 – September 30, 2022	200 Unduplicated

Monthly Reports and Reimbursement Request are due by the 10th of each month. Year End and Outcome Report due no later than October 10, 2022

BUDGET -	<u>Line Item</u>	<u>Amount</u>
	Childcare Assistance	\$170,000
	15% Admin	\$30,000

CONTACT INFORMATION

Communication and details concerning this Agreement shall be directed to the following:

<p><u>For the City:</u> Community Development Karen Murfee, Director P.O. Box 2000 Lubbock, TX 79457 (806) 775-2296</p>	<p><u>For the Grantee:</u> YWCA of Lubbock Glenda Mathis, Chief Executive Officer 6204 Elgin Ave Lubbock, TX 79413 (806) 792-2723</p>
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Quarterly Benchmark Targets			
<u>1st Quarter – 25%</u>	<u>2nd Quarter – 50%</u>	<u>3rd Quarter – 75%</u>	<u>4th Quarter – 100%</u>
Oct. – Dec.	Jan. – Mar.	Apr. – June	July – Sept.
\$50,000	\$100,000	\$150,000	\$200,000



Regular City Council Meeting

7. 14.

Meeting Date: 10/12/2021

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 16002 and all related documents, with the Lubbock Housing Finance Corporation, through the Community Development Block Grant, administered by the U.S. Department of Housing and Urban Development, to provide mortgage assistance to qualified low-to-moderate income persons and families.

Item Summary

- Grantee: Lubbock Housing Finance Corporation (LHFC)
- Funding source: Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (HUD)
- Use of funds: mortgage assistance for low-income citizens of the City of Lubbock
- Allocation: Up to \$200,000
- Terms: October 1, 2021 - September 30, 2022

The Community Development and Services Board (CDSB) held a public hearing on March 10, 2021, followed by a public board meeting to discuss and approve the 2020 Action Plan draft. The Action Plan is the document that was submitted to HUD and serves as the City's application for, and proposed use of, Community Development Block Grant (CDBG) funding. CDSB recommends acceptance of the FY 2020 CDBG Funding from HUD.

Fiscal Impact

There is no fiscal impact to the General Fund. The maximum amount allocated to LHFC for the CDBG mortgage assistance program is \$200,000.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Karen Murfee, Director of Community Development

Attachments

Resolution

CDBG Contract - Lubbock Housing Finance Corp. (s)

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 16002, and all related documents, between the City of Lubbock and Lubbock Housing Finance Corporation (LHFC) to provide mortgage assistance for qualified persons. 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

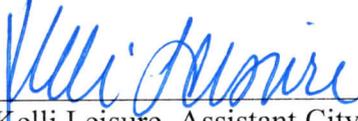
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Karen Murfee, Community Development Director

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK
AND
LUBBOCK HOUSING FINANCE CORPORATION**

This Community Development Block Grant Program Funding Agreement (the "Agreement"), Contract No. **16002**, is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the "City") and **Lubbock Housing Finance Corporation** (the "Grantee"), (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 _____, 2021 (the "Effective Date").

RECITALS

WHEREAS, the City is obligated to do and perform certain services in its undertaking of a Community Development Block Grant (CDBG) Program pursuant to the Housing and Development Act of 1975, as amended; and the Grantee operates a non-profit center offering services to individuals and families throughout Lubbock, Texas; and

WHEREAS, the Grantee proposes to use the funds in order to provide individuals and families mortgage assistance (the "Program"); and

WHEREAS, the Grantee's services benefit residents in Lubbock, Texas and constitute a valuable public service, and the City Council of the City (the "City Council") has declared the services provided by the City to be a public purpose; and

WHEREAS, the accomplishment of the above public purpose is the predominate 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 Grantee has the special expertise, knowledge, and experience necessary for the operation of the Program; 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

Article 1. SCOPE OF SERVICE

A. The City's Responsibilities

1. The City agrees to provide the Grantee with funding from the U.S. Department of Housing and Urban Development (HUD) pursuant to the Community Development Block Grant (CDBG) not to exceed the amount as stated in the attached EXHIBIT A, to be distributed and used according to the provisions of this Agreement.
2. The Funding will be limited to the City's performance of the Program, including the satisfaction of expenses incurred by the City in its performance of the Program.
3. The City's awarding of the Funding under this Agreement is contingent upon the City's receipt of adequate funds to meet the City's liabilities under this Agreement. If adequate funds are not made available to the City so that it cannot award the Funding, then the City shall notify the City in writing within a reasonable time after such fact is determined, the City shall terminate this Agreement, and the City will not be directly or indirectly liable for failure to award the Funding to the City under this Agreement.
4. The City shall not be liable to the City for any cost incurred by the City which has been paid to the City, which is subject to be paid to the City, which has been reimbursed to the City, or which is subject to reimbursement to the City by any source other than the City or the City.
5. The City shall not be liable for any cost incurred by the City which is not an allowable cost as set forth in this Agreement or under 24 CFR §570.207.
6. The City shall not be liable to the City for any cost incurred by the City or for any performance rendered by the City which is not strictly in accordance with the terms of this Agreement.
7. The City shall not be liable to the City for any cost incurred by the City in the performance of this Agreement which has not been billed to the City by the City within sixty (60) days following the termination of this Agreement.
8. The City shall not be liable for any cost incurred or performance rendered by the City before the commencement or after termination of this Agreement.
9. The City may, at its sole discretion and convenience, review any work specifications prior to the beginning of a procurement process under this Agreement, and the City may inspect any construction for compliance with work specifications prior to the release of the Funding.

B. The Grantee's Responsibilities

1. The Grantee will be responsible for administering the Program 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 Grantee certifies that all of its activities carried out for the Program through the Funding will satisfy 24 CFR Part 570, including, but not limited to: CDBG's eligible activities under the applicable uniform administrative requirements described in 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards". The Grantee agrees to repay any and all of the Funding that does not satisfy the regulations required under this provision.
3. The Grantee shall perform all activities related to the Program in accordance with its budget; all applicable laws and regulations; and, with the assurance, certifications, and all other terms, provisions, and requirements set forth in this Agreement.
4. Upon the City's request while this Agreement is in effect, the Grantee shall submit to the City any and all reports, documents, or information on the Grantee's performance of the Funding or the Program contemplated under this Agreement.
5. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed to by the Parties that if the Grantee fails to submit to the City in a timely and satisfactory manner any reports, documents, or information requested by the City under this Agreement, the City may, at its sole discretion, withhold all, or any part of, the Funding. If the City withholds all, or any part of, the Funding, it shall notify the Grantee in writing of its decision and the reasons therefor. Any Funding withheld pursuant to this paragraph may be held by the City until such time as the obligations for which the Funding is being withheld is fulfilled by the Grantee to the satisfaction of the City.
6. The Grantee shall refund to the City any Funding that has been paid to the Grantee by the City for which the City determines is a result of overpayment of the Funding to the Grantee, or for which the City determines any of the Funding has not been spent by the Grantee strictly in accordance with the terms of this Agreement. Such refund shall be made by the Grantee to the City within thirty (30) working days after such refund is requested by the City.
7. The Grantee shall submit to the City a request for an environmental assessment to be prepared and approved on individual construction sites prior to the beginning of any project if applicable.
8. The Grantee shall submit to the City a request for a review of all work specifications prior to the beginning of the procurement process.

9. The Grantee will have Match funds ready and available prior to the start of any project, if applicable. Failure to have Match funds ready and available may delay or cancel such project.
10. The Grantee will certify eligibility by completion of Self Certification form to verify low – mod clientele participates in the program.
11. The Grantee agrees that any interests or assets obtained with the Funding shall revert back to the City in the event that the Grantee dissolves, files for bankruptcy, or goes out of business for any reason.

C. Grantee's Match

Waived

D. National Objective

The Grantee agrees that all activities funded with CDBG Funds and carried out under this Agreement will meet the following CDBG program national objectives as defined in 24 CFR 570.208(a):

- 1) Benefits low- and moderate-income persons

E. Performance Monitoring

1. *General Monitoring.* The City will monitor the Grantee's performance under this Agreement in order to ensure that the Grantee complies with the terms of this Agreement and all other applicable laws and regulations related to this Agreement and the Funding provided through this Agreement (the "Monitoring"). The Monitoring will be based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year, and will take place on a monthly and quarterly basis as described below. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the Grantee in writing, the City may suspend or terminate this Agreement.
2. *On-site Monitoring.* The number of on-site Monitoring visits will be determined by the City. The City will send a Monitoring notification letter sent to the Grantee at least fifteen (15) days before a Monitoring visit. The City must provide a written response to the Monitoring report within thirty (30) days that describes how the City will resolve the issues raised by the City in the Monitoring report. The Grantee must confirm receipt of the Monitoring report within thirty (30) days if no actionable issues were identified in the Monitoring report. The City reserves the right to conduct a spot check of Grantee's facility where program takes place, at any given time without notice.

Article 2. TIME OF PERFORMANCE

Services of the Grantee shall start on the first (1st) day of October, 2021, and end on the thirtieth (30th) day of September, 2022 (the “Term”), with the understanding that the Grantee will expend 100 percent of the funds to assist low-income eligible persons during the contract term. The Term and the provisions of this Agreement shall be extended to cover any additional time period during which the City remains in control of the CDBG Funding period or other CDBG assets, including Program income.

Article 3. BUDGET

The Funding made available to the Grantee under this Agreement shall be specifically drawn from the sources listed in this section (the “Budget”). The Funding made available to the City under this Agreement shall be drawn from several fiscal year allocations by HUD to the City. The Funding made available to the Grantee under this Agreement shall be directly linked to the specific funding amount listed in the attached EXHIBIT A.

Article 4. PAYMENT

A. The Payment

The Funding shall be disbursed on a monthly basis based on the Grantee’s submission to the City of a written request for reimbursement, with such request being in a form acceptable to the City (the “Payment”). Expenses eligible for Payment to the Grantee by the City shall be those expenses that have been incurred or paid for by the City prior to the City’s submission to the City of a request for Payment. In its request to the City for the Payment, the Grantee shall submit detailed documentation to the City that clearly shows the source of the expenses incurred or paid for by the Grantee that are the subject of the Grantee’s request for Payment. Such source documentation includes, but is not limited to, time sheets, paycheck stubs, receipts, invoices, billing statements, or other verification in support of all expenditures incurred by the Grantee in its performance of the Program.

B. Not To Exceed

The total amount of the Funding to be paid by the City under this Agreement shall not exceed the amount as stated in the attached EXHIBIT A, for the Project. Any drawdowns on the Payment and any expenses for the general administration of the Program shall be made against the line item budgets specified in this Agreement and in accordance with the Grantee’s performance of Program.

C. 2 CFR Part 200

Every Payment may be contingent upon certification of the Grantee’s financial management system in accordance with the standards specified in 2 CFR Part 200.

Article 5. SPECIAL CONDITIONS

None.

Article 6. GENERAL CONDITIONS

A. General Compliance

1. The Grantee 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 Grantee does not assume the City's environmental responsibilities described in 24 CFR 570.604; and, (2) the Grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
2. The Grantee 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 Grantee further agrees to utilize the CDBG Funding under this agreement to supplement, rather than supplant, funds otherwise available.
3. The Grantee shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to: 24 CFR Part 570; 2 CFR Part 200; OMB Circular A-128, "Audits of State and Local Governments;" The Davis-Bacon Fair Labor Standards Act; The Contract Work Hours and Safety Standards Act of 1962; Copeland "Anti-Kickback" act of 1934; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA); Title VI of the Civil Rights Act of 1964, (Public Law 88-352 implemented in 24 CFR Part 1); Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107); Section 104(b) and 109 of the HCD Act of 1974; Section 3 of the Housing and Urban Development Act of 1968; Equal employment opportunity and minority business enterprise regulations established in 24 CFR Part 570.904; Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086); Section 504 of the Rehabilitation Act of 1973 Uniform Federal accessibility Standards; The Architectural Barriers Act of 1968; The Americans With Disabilities Act (ADA) of 1990; The Age Discrimination Act of 1975, as amended; National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended; Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401; Asbestos guidelines established in CPD Notice 90-44; HUD Environmental Criteria and Standards (24CFR Part 51); The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39; Historic Preservation Act of 1966, as amended, and related laws and Executive Orders; Executive Order 11988, floodplain management, 1977 (42 FR 26951 et seq.); and, Flood Disaster protection Act of 1973.

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 Grantee 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 Grantee is an independent contractor.

C. Indemnity and Release

1. THE GRANTEE 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 LOSSES, DAMAGES, CLAIMS, OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED, IN ANY WAY, MANNER, OR FORM, TO THE GRANTEE'S ACTIVITIES CONTEMPLATED HEREUNDER; PROVIDED THAT NOTHING CONTAINED HEREIN SHALL CONSTITUTE AN INDEMNITY ON THE PART OF THE GRANTEE FOR ANY LOSSES, CLAIMS, OR LIABILITY OF ANY KIND OR NATURE WHICH ARISE DIRECTLY OR INDIRECTLY OR ARE RELATED, IN ANY WAY, MANNER OR FORM, TO THE CITY'S ACTIVITIES CONTEMPLATED HEREUNDER.
2. THE GRANTEE SHALL PAY TO THE CITY, THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND OR AGENTS, AS APPLICABLE, ALL ATTORNEYS' FEES INCURRED BY ENFORCING THE GRANTEE'S INDEMNITY HEREIN.
3. THE GRANTEE, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS SHALL NOT BE LIABLE, AND THE GRANTEE HEREBY RELEASES THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS, FOR, FROM, AND AGAINST ANY LOSSES, DAMAGES, CLAIMS, OR LIABILITIES TO THE GRANTEE ARISING DIRECTLY OR INDIRECTLY, OR RELATED IN ANY WAY, MANNER OR FORM, TO THE GRANTEE'S ACTIVITIES CONTEMPLATED HEREUNDER. .
4. THE INDEMNITY AND RELEASE PROVIDED HEREIN SHALL SURVIVE 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 Grantee shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance and Bonding

The Grantee 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.

G. Grantor Recognition

The Grantee shall insure recognition of the role of the grantor agency 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 Grantee will include a reference to the Funding in all publications made possible under this Agreement.

H. Amendments

1. The City or the Grantee 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 Grantee 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 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 Grantee under this Agreement shall, at the option of the City, become the property of the City, and the Grantee 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 Grantee 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 Grantee to fulfil 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 Grantee 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 Grantee 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 Grantee 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 Grantee. 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 Grantee.

Article 7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. *Accounting Standards.* The Grantee agrees to comply with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Award" 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 Grantee shall administer its program in conformance with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Award", which shall be applied to all direct or indirect costs incurred by the Grantee under this Agreement.

B. Documentation and Record-Keeping

1. *Records to be Maintained.* The Grantee 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 the CDBG Program, benefiting low to moderate income (LMI) persons or, low to moderate income area (LMA) by Census Tracts;
 - b) Records required to determine the eligibility of activities;
 - c) Financial records as required by 24 CFR Part 570.502;
 - 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 the CDBG program;
 - f) Other records necessary to document compliance with Subpart K or 24 CFR Part 570.
2. *Retention.* The Grantee 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.

The retention period begins on the date of the submission to the City's annual performance and evaluation report to HUD in which activities assisted under this Agreement are reported on for the final time. Expenditures under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement.

Records for non-expendable property acquired with the Funding shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after the displaced person has received final payment. Notwithstanding the above, if there is 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.

3. *Client Data.* The Grantee shall maintain client data that demonstrates client eligibility for the Funding and services provided under this Agreement. Such data shall include, but not be limited to: client name or identifier; client address; client income level; age, gender, 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 for review upon request.
4. *Disclosure.* The Grantee 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 Grantee'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 Grantee 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 Parts 570.503(b)(8).
6. *Close-Outs.* The Grantee'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 City has control of the CDBG funds, including program income.

7. *Audits & Inspections.* All of the Grantee's records related to this Agreement shall be made available at any time during normal business hours as often as the City or its designee deems necessary to monitor, audit (if required), examine, or make excerpts or transcripts of any data relevant to this Agreement in order for the City to produce an audit report. Any deficiencies noted in an audit report must be fully cleared by the Grantee within thirty (30) days after receipt by the City. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of Funding. The Grantee hereby agrees to have an annual internal audit conducted in accordance with current City policy concerning Grantee audits and, if required, a regular audit under Title 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

C. Reporting and Payment Procedures

1. *Payment Procedures.* The City will pay to the Grantee Funds based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning the Payments. Payment will be made for eligible expenses actually incurred by the Grantee, 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 Grantee'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 Grantee.
2. *Performance and Financial Reports.* Throughout the Term, the Grantee shall submit monthly reports to the City, in a format, content and frequency as required by the City. A monthly Performance Report, a Financial Report, and a narrative for the Grantee's Program activity and shall include the amount of all of the Grantee's expenditures for each of its Program activities. The Grantee shall submit such reports, demographics and narratives no later than the tenth (10th) day of each month. The End of Year report is due no later than October 10, 2022. Reporting will continue from the start of Program activity through the end of the Program year.

D. Procurement

Compliance. The Grantee shall comply with Title 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 Program assets purchased with Funding, 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 Grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.
2. *Travel.* The Grantee 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.

6. *Policies.* The Grantee shall maintain current copies of its fair housing and equal opportunity policies. The Grantee shall provide a copy of said policies to the City immediately upon request.

B. Affirmative Action

Approved Plan. The Grantee 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 Grantee receives Federal funds through the City, then the Grantee shall be required to develop a written Affirmative Action Program to insure that equal opportunity is provided in all aspects of its employment.

1. *Women- and Minority-Owned Business (W/MBE).* The Grantee 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 City Grantee 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 City shall furnish and cause any Grantee or 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 City 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 City's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. *Subcontract Provisions.* The City 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 Grantee or subcontractor.

C. Employment Restrictions

1. *Prohibited Activity.* The Grantee is prohibited from using the Funding provided herein or personnel employed in the administration of the Program for political activities, inherently religious activities; sectarian activity, religious activity, lobbying, political patronage, or nepotism.

2. *Labor Standards.*

a) The Grantee 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, the Copeland "Anti-Kickback" Act (40 U.S.C. 327 *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 Grantee agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor Act at 29 CFR Part 5. The Grantee 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 Grantee 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 Grantee of its obligation, if any, to require payment of the higher wage. The Grantee 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. "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 135, 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 Grantee, any of Subrecipient, and subcontractor. The Grantee certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

2. *"Section 3" Paragraph.* The Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 135 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.

E. Assignability

The Grantee 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 Grantee 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.

F. Subcontracts

1. *Approvals.* The Grantee 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 City will monitor the performance of the Grantee. All subcontracted services on a risk analysis basis to assure contract compliance. 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 City will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable time after being notified, Agreement suspension or termination will take place.
3. *Content.* The Grantee 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 City 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 Disbarment.* The Grantee shall not enter into any subcontracts with an agency, business, or individual that has been suspended, disbarred, or otherwise excluded from Federal grants. The Grantee 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.

G. Hatch Act

The Grantee 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 U.S.C.

H. Conflict of Interest

The Grantee agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include but are not limited to:

1. The Grantee 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 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 (1) 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 Grantee, or any designated public agency.

I. Lobbying

The Grantee 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.

J. Lobbying Certification

Any person who fails to file the required certification imposed by 31 USC 1352 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.

K. 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.

L. Religious Organization

The Grantee 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 proselyzation.

Article 10. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Grantee 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;
- 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 USC 4001), the Grantee 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 Grantee 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 Grantee 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 Grantee 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.

Article 11. 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.

Article 12. 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.

Article 13. WAIVER

The Grantee'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 Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Article 14. CHAPTER 2270, SUBTITLE F, TITLE 10, TEXAS GOVERNMENT CODE

The City warrants that it is in compliance with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that it does not boycott Israel, and that it will not boycott Israel during the term of this Agreement.

Article 15. 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 Grantee, and any Subrecipient, with respect to this Agreement.

**IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED AND ENTER INTO THIS
AGREEMENT ON THE EFFECTIVE DATE**

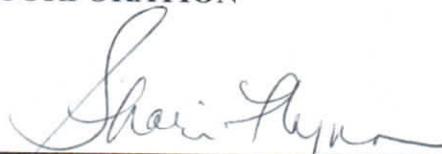
[Signature Page to Follow]

SIGNATURES

FOR: THE CITY OF LUBBOCK

FOR: LUBBOCK HOUSING FINANCE CORPORATION

DANIEL M. POPE, MAYOR



Shari Flynn, Executive Director

FED. I.D. # 75-1889217

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Karen Murfee, Community Development Director

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

EXHIBIT A

GRANTEE - Lubbock Housing Finance Corporation
TERM - October 1, 2021 – September 30, 2022
PROGRAM - Mortgage Assistance
ALLOCATION - \$200,000
MATCH - Waived

PROGRAM DELIVERY- This program will assist individuals and families with payment of overdue mortgage payments to avoid eviction or foreclosure.

LEVEL OF ACCOMPLISHMENT - In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to provide the following levels of program services in its performance of the Program.

<u>Activity</u>	<u>Timeline</u>	<u>Accomplishments</u>
Mortgage Assistance	October 1, 2021 – September 30, 2022	100 Unduplicated

Monthly Reports and Reimbursement Request are due by the 10th of each month. Year End and Outcome Report due no later than October 10, 2022

BUDGET -	<u>Line Item</u>	<u>Amount</u>
	Mortgage Assistance	\$170,000
	15% Admin	\$30,000

CONTACT INFORMATION

Communication and details concerning this Agreement shall be directed to the following:

For the City:
 Community Development
 Karen Murfee, Director
 P.O. Box 2000
 Lubbock, TX 79457
 (806) 775-2296

For the Grantee:
 Lubbock Housing Finance Corporation
 Shari Flynn, Executive Director
 3212 Avenue Q
 Lubbock, TX 79411
 (806) 745-9559

Quarterly Benchmark Targets

<u>1st Quarter – 25%</u>	<u>2nd Quarter – 50%</u>	<u>3rd Quarter – 75%</u>	<u>4th Quarter – 100%</u>
Oct. – Dec.	Jan. – Mar.	Apr. – June	July – Sept.
\$50,000	\$100,000	\$150,000	\$200,000

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. Any Subrecipient used by the Grantee shall transfer to the Grantee 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 Grantee'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 Grantee fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, then the Grantee 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 Grantee 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 Grantee 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.

Article 8. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The City 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 Antidisplacement 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 City 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 City also agrees to comply with all applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residences.

Article 9. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. *Compliance.* The Grantee 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 and 12086.
2. *Nondiscrimination.* The Grantee 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 Grantee 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 City will take affirmative action to insure 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 City 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 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 Grantee 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 Grantee, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. *Section 504.* The Grantee agrees to comply with any Federal regulations issued pursuant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Grantee with any guidelines necessary for compliance with the regulations in force during the term of this Agreement.
5. *Reports.* The Grantee shall maintain a report that documents the race and ethnicity of its employees. The Grantee shall provide the City a copy with said report upon execution of this Agreement.



Regular City Council Meeting

7. 15.

Meeting Date: 10/12/2021

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution ratifying the acts of the Chief Financial Officer, in executing FY 2021 Section 5310 Grant, TX-2021-104-00, from the Federal Transit Administration, for operating and capital to enhance the mobility of elderly individuals and individuals with disabilities.

Item Summary

The Federal Transit Administration has allocated \$217,663 in Section 5310 Grant funds to the City of Lubbock/Citibus. The funds from Section 5310 Grants are to be used for public transportation projects planned, designed, and carried out, to meet the special needs of elderly individuals and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable. The Section 5310 Grant funds will be used to purchase 2 paratransit vans, and to fund paratransit trips outside the Americans with Disabilities Act (ADA) 3/4 mile boundary. The grant has been incorporated into the budget, which has been previously approved by the City Council.

A minimum of 55% of program funds must be used on capital projects, and a maximum of 45% must be used for public transportation operating projects that exceed the requirements of the ADA, or projects that improve access to public transportation services by elderly individuals and individuals with disabilities.

The grant has been electronically executed by the Chief Financial Officer for the City of Lubbock.

Fiscal Impact

The \$119,075 local match required for this grant of \$217,663 has already been included in the Citibus Budget.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Chris Mandrell, General Manager of Citibus
Public Transit Advisory Board

Attachments

Resolution - FTA 5310 FY 2021
Citibus - FTA FY 2021 Section 5310

RESOLUTION

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

THAT the acts of the Chief Financial Officer of the City of Lubbock in executing, on behalf of the City of Lubbock, a FY 2021 Federal Transit Administration Section 5310 Grant (Project ID TX-2021-104-00), to help enhance the mobility of elderly individuals and individuals with disabilities, acting by and through Citibus, and related documents, are hereby ratified in full. Said Grant is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

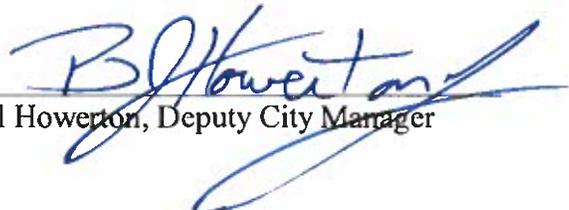
Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Award

Federal Award Identification Number (FAIN)	TX-2021-104-00
Temporary Application Number	1993-2021-4
Award Name	Lubbock-Citibus FY 2021 5310 Grant Operating & Capital
Award Status	Active (Executed)
Award Budget Number	0

Period of Performance Start Date	9/23/2021	
Original Period of Performance End Date	6/30/2023	
Current Period of Performance End Date	6/30/2023	Revision #: 0

Part 1: Recipient Information

Name: LUBBOCK, CITY OF

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
1993	City	CITY OF LUBBOCK	058213893

Location Type	Address	City	State	Zip
Headquarters	1314 AVENUE K	LUBBOCK	TX	794014051
Physical Address	1314 AVENUE K	LUBBOCK	TX	79401
Mailing Address	P.O. BOX 2000	LUBBOCK	TX	79457

Union Information

Union Name	NONE
Address 1	
Address 2	
City	

State	
Zipcode	00000
Contact Name	
Telephone	
Fax	00000
E-mail	
Website	

Part 2: Award Information

Title: Lubbock-Citibus FY 2021 5310 Grant Operating & Capital

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
TX-2021-104-00	Active (Executed)	Grant	4/4/2021	4/4/2021	No

Award Executive Summary

08/05/2021-NB- Purpose: This is an application for FY 2021 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities. We are applying for \$217,663 in federal funds matched with local funding provided by the City of Lubbock in the amount of \$119,075 for a total of \$336,738 for bus purchases and ADA New Freedom service. This application is for (\$97,948) federal funds and (\$97,948) local matching funds for providing daily ADA trips after fixed route service has ended which qualifies for New Freedom and (\$119,715) federal funds and (\$21,127) local matching funds for the purchase of vehicles used to provide these services. The vehicles are ADA compliant and are eligible for reimbursement at 85/15. This application meets the requirements of the minimum 55% traditional 5310 capital projects and the breakdown between traditional and non-traditional is attached.

Fiscal Year - Federal Amount - Local Share - Total

Operating - \$97,948 - \$97,948 - \$195,896

Capital - \$119,715 - \$21,127 - \$140,842

FY 2021 - \$217,663 - \$119,075 - \$336,738

This Application for Section 5310 Federal Assistance is allocated to the City of Lubbock-Citibus Attached to this application is the FY 2019 - 2022 STIP and the STIP/TIP Amendment.

Activities to be performed: Purchase of two (2) LoneStar Promaster ADA Vans off of the Oklahoma Office of Management & Enterprise Services Statewide contract Type O, well as funding trips outside of our required ADA service area and regular fixed-route service hours. Funds will also be used to assist with the funding of free services for all individuals needing transportation to and from the health department for COVID-19 testing as well as the free services being provided to all individuals needing transportation to and from the vaccination facility. These LoneStar Promaster ADA Vans have a 4 year, 100,000 mile useful life.

Expected Outcomes: Continued service to the seniors and individuals with disabilities. Providing transportation to passengers needing service outside of our regular fixed route service hours. We are also providing a valuable service to the passengers in the community who need access to vaccines and testing for the COVID-19 virus. Replacement Fleet of (2) ADA compliant cutaway buses that have exceeded their useful life that will provide service in the Lubbock service area and increase safety and reliability of service. These are 2 VIN numbers of the buses that are to be replaced:

1GBKG31K891113891/ 2009 Chevrolet Arboc/ Original Useful Life of 7 years and/or 150K miles/
Current Mileage 291,806
1GBKG31K991114743/ 2009 Chevrolet Arboc/ Original Useful Life of 7 years and/or 150K miles/
Current Mileage 296,272

All vehicles will meet useful life prior to disposal.

This grant request is within acceptable limits of the Fleet ratio.

Intended Beneficiaries: Seniors, individuals with disabilities, passengers needing transportation after regular fixed route hours and Passengers needing assistance with healthcare with regard to the COVID-19 virus.

Subrecipient Activities: The City of Lubbock certifies that the allocation of these funds to sub recipients was awarded on a fair and equitable basis; the projects have been derived from a regionally coordinated public transit- human services transportation plan; to the extent feasible services are coordinated with transportation services provided by other federal agencies; and the planning process included representatives of public, private and non-profit transportation and human service providers, participation by the public and representatives addressing the needs of older adults and individuals with disabilities.

Citibus certifies that there are no nonprofit organizations readily available to provide this service.

Frequency of Milestone Progress Reports (MPR)

Annual

Frequency of Federal Financial Reports (FFR)

Annual

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Nitra	Barnes	Acctg Mgr	nbarnes@citibus.com	(806) 775-3641
	daniel.peschell@dot.gov	Transportation Program Specialist		

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$217,663
Local			\$119,075
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$336,738

Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2021-104-01-00	641-00 (641-A2) 5310 PROJECTS	\$119,715.00	\$21,127.00	\$140,842.00	2
TX-2021-104-01-00	BUY 11.12.04 REPLACEMENT <30 FT BUS	\$119,715.00	\$21,127.00	\$140,842.00	2
TX-2021-104-01-00	647-00 (647-A1) NEW FREEDOM PROJECTS	\$97,948.00	\$97,948.00	\$195,896.00	0

TX-2021-104-01-00	30.09.01	UP TO 50% FEDERAL SHARE	\$97,948.00	\$97,948.00	\$195,896.00	0
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Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
TX-16-Y 066	TX-2021-104-01-00	5310 PROJECTS	641-00 (641)	A2	4813 50	Lubbock, TX	2021.25.1 6.DL.2	00	Enh Mob Seniors/Disabl - > 200K	\$119,715	\$119,715
TX-16-Y 066	TX-2021-104-01-00	NEW FREEDOM PROJECTS	647-00 (647)	A1	4813 50	Lubbock, TX	2021.25.1 6.DL.2	03	Enh Mob Seniors/Disabl - > 200K	\$97,948	\$97,948

Part 3: Project Information

Project Title: Lubbock-Citibus FY 2021 5310 Grant

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2021-104-01-00	1993-2021-4-P1	4/4/2021	10/1/2021	3/31/2023

Project Description

07/27/2021 - NB - These funds will be used to enhance the mobility of seniors and individuals with disabilities by funding the purchase of two LoneStar Promaster ADA Vans off of the Oklahoma Office of Management & Enterprise Services Statewide contract Type O, and funding paratransit trips after the fixed route system has completed the daily schedule.

These LoneStar Promaster ADA Vans have a 4 year, 100,000 mile useful life.

Replacement Fleet of (2) ADA compliant cutaway buses that have exceeded their useful life that will provide service in the Lubbock service area and increase safety and reliability of service. These are 2 VIN numbers of the buses that are to be replaced:

1GBKG31K891113891
1GBKG31K991114743

Citibus certifies that there are no nonprofit organizations readily available to provide this service. Citibus is applying for \$217,663 in federal funds matched with local funding provided by the City of Lubbock in the amount of \$119,075 for a total of \$336,738, (\$97,948) federal funds and (\$97,948) local matching funds for daily ADA trips after fixed route service has ended, (\$119,715) federal funds and (\$21,127) local matching funds for purchase of two (2) paratransit buses. This grant request is within acceptable limits of the Fleet ratio.

Fiscal Year - Federal Amount - Local Share - Total
Operating - \$97,948 - \$97,948 - \$195,896

Capital - \$119,715 - \$21,127 - \$140,842
FY 2021 - \$217,663 - \$119,075 - \$336,738

The City of Lubbock certifies that the allocation of these funds to sub recipients were awarded on a fair and equitable basis; the projects have been derived from a regionally coordinated public transit- human services transportation plan; to the extent feasible services are coordinated with transportation services provided by other federal agencies; and the planning process included representatives of public, private and non-profit transportation and human service providers, participation by the public and representatives addressing the needs of older adults and individuals with disabilities.

This application meets the requirements of the minimum 55% traditional 5310 capital projects and the breakdown between traditional and non-traditional is attached.

This Application for Section 5310 Federal Assistance is allocated to the City of Lubbock-Citibus Attached to this application is the FY 2019 - 2022 STIP and the STIP/TIP Amendment.

Project Benefits

With the purchase of two paratransit ADA vans, we will be able to retire some older buses that have far exceeded their useful life which will hopefully help to reduce downed buses and increase trip reliability. All ADA paratransit clients will benefit from the purchase of these buses by providing a more reliable and comfortable service. The buses will be used to provide services to all ADA clients and in all parts of the city. Funding the trips outside of the ADA 3/4 mile boundary and all evening demand response service trips will allow Citibus to continue to serve more passengers needs to get them to and from their choice destinations.

Additional Information

None provided.

Location Description

New buses will be in service throughout our service area, the city of Lubbock. All operating expenses will be from operations in the city of Lubbock.

Project Location (Urbanized Areas)

UZA Code	Area Name
481350	Lubbock, TX

Congressional District Information

State	District	Representative
Texas	19	Randy Neugebauer

Program Plan Information

STIP/TIP

Date: 6/16/2020

Description: Vehicle purchase and New Freedom projects on page 54

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$217,663
Local			\$119,075
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$336,738

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2021-104-01-00	641-00 (641-A2) 5310 PROJECTS	\$119,715.00	\$21,127.00	\$140,842.00	2
TX-2021-104-01-00	BUY 11.12.04 REPLACEMENT <30 FT BUS	\$119,715.00	\$21,127.00	\$140,842.00	2
TX-2021-104-01-00	647-00 (647-A1) NEW FREEDOM PROJECTS	\$97,948.00	\$97,948.00	\$195,896.00	0
TX-2021-104-01-00	30.09.01 UP TO 50% FEDERAL SHARE	\$97,948.00	\$97,948.00	\$195,896.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.12.04 - BUY REPLACEMENT <30 FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
5310 PROJECTS (641-00)	11.12.04	BUY REPLACEMENT <30 FT BUS	BUY REPLACEMENTS - CAPITAL BUS	2

Extended Budget Description

Purchase of two Lonestar ADA compliant Promaster Vans from the Oklahoma Management & Enterprise Services Statewide contract Type "O". Grant funds will be used to purchase one van and part of another van with the balance remaining. These Lonestar ProMaster Vans have 4 year, 100,000 mile useful life. The vans are ADA compliant and are eligible for reimbursement at 85/15.

VIN numbers of the buses that are to be replaced:

1GBKG31K891113891/ 2009 Chevrolet Arboc/ Original Useful Life of 7 years and/or 150K miles/

Current Mileage 291,806

1GBKG31K991114743/ 2009 Chevrolet Arboc/ Original Useful Life of 7 years and/or 150K miles/

Current Mileage 296,272

All vehicles will meet useful life prior to disposal.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$119,715
Local			\$21,127
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$140,842

Milestone Name	Est. Completion Date	Description
Contract Award Date	10/1/2022	Contract Award Date
Initial Delivery Date	1/15/2023	Initial Delivery Date
Final Delivery Date	2/15/2023	Final Delivery Date
Contract Completion Date	3/31/2023	Contract Completion Date

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
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NEW FREEDOM PROJECTS (647-00) 30.09.01 UP TO 50% FEDERAL SHARE OPERATING ASSISTANCE 0

Extended Budget Description

These funds will pay for trips outside of the ADA required complimentary paratransit distance and time. These ADA trips are provided after fixed route service has ended and qualify for under New Freedom. Expenses for these trips include wages and benefits for personnel and fuel for the vehicle.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$97,948
Local			\$97,948
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$195,896

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2021	Start Date
End Date	9/30/2022	End Date

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
NEW FREEDOM PROJECTS (647-00)	30.09.01	UP TO 50% FEDERAL SHARE	0	\$97,948.00	\$195,896.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
5310 PROJECTS (641-00)	11.12.04	BUY REPLACEMENT <30 FT BUS	2	\$119,715.00	\$140,842.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By Laura Wallace

Comment Type	Line Item Review
Date	8/16/2021
Project Title	Lubbock-Citibus FY 2021 5310 Grant
Project Number	TX-2021-104-01-00
Comment	(With Respect to Line Item: 11.12.04)

- Recipient must not acquire telecommunications and video surveillance equipment for rolling stock from: Huawei Technologies Company; ZTE Corporation; Hytera Communications Corporation; Hangzhou Hikvision Digital Technology Company; or Dahua Technology Company. This prohibition includes rolling stock telecommunications and video surveillance equipment, commercial items and micro-purchases in accordance with Section 889 of the 2019 National Defense Authorization Act.
- Recipients must not procure rolling stock from certain transit vehicle manufacturers. Refer to 49 U.S.C. Section 5323(u) of federal public transportation law, which limits the use of FTA funds, and in some circumstances local funds, to procure rolling stock from certain transit vehicle manufacturers. Refer to <https://www.transit.dot.gov/funding/procurement/frequently-asked-questions-regarding-section-7613-national-defense> for additional guidance.
- 49 CFR Part 26.49(a) states 'If you are an FTA recipient, you must require in your DBE program that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, certify that it has complied with the requirements of this section.' FTA's current list of eligible TVMs can be found at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers>.
- 49 CFR Part 26.49(a)(4) states 'FTA recipients are required to submit within 30 days of making an award, the name of the successful bidder, and the total dollar value of the contract in the manner prescribed in the grant agreement.' The Transit Vehicle Award Reporting Forms can be found on FTA's website at <https://www.surveymonkey.com/r/vehicleawardreportsurvey>. Please take a screenshot of the completed report before submission and retain locally to demonstrate compliance with this requirement during oversight activities such as Triennial Review and/or State Management Reviews.
- Recipient must comply with the statutory requirements in FTA Circular 4220.1F, 3rd Party Contracting Guidance, as they apply to acquiring rolling stock including 49 CFR Part 661, Buy America Requirements, 49 CFR 663, Pre-Award and Post-Delivery Audits, accessibility, minimum service life, spare ratios, air pollution and fuel economy, bus testing, in-state dealers, basis for contract award and five-year limitation.
- Recipient must comply with the Recipient's procurement policies and procedures as they apply to FTA-funded projects.
- The information provided above is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to federal compliance and require additional information. This confirmation is not an express or implied promise of project compliance with federal requirements.

Application Review Comments

Comment By Daniel Peschell

Comment Type	Pre-Award Manager Returns Application
Date	8/23/2021
Comment	Please revise the scope for vehicles from 111-00 to 641-00.

Comment By Daniel Peschell

Comment Type	Pre-Award Manager Returns Application
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Date 9/22/2021

Comment

Part 6: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-28, February 9, 2021)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(28), February 9, 2021, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA'S AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: LUBBOCK, CITY OF

Recipient ID: 1993

DUNS No: 058213893

Award Information

Federal Award Identification Number: TX-2021-104-00

Award Name: Lubbock-Citibus FY 2021 5310 Grant Operating & Capital

Award Start Date: 9/23/2021

Original Award End Date: 6/30/2023

Current Award End Date: 6/30/2023

Award Executive Summary: 08/05/2021-NB- Purpose: This is an application for FY 2021 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities. We are applying for \$217,663 in federal funds matched with local funding provided by the City of Lubbock in the amount of \$119,075 for a total of \$336,738 for bus purchases and ADA New Freedom service. This application is for (\$97,948) federal funds and (\$97,948) local matching funds for providing daily ADA trips after fixed route service has ended which qualifies for New Freedom and (\$119,715) federal funds and (\$21,127) local matching funds for the purchase of vehicles used to provide these services. The vehicles are ADA compliant and are eligible for reimbursement at 85/15. This application meets the requirements of the minimum 55% traditional 5310 capital projects and the breakdown between traditional and non-traditional is attached.

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Operating - \$97,948 - \$97,948 - \$195,896
Capital - \$119,715 - \$21,127 - \$140,842
FY 2021 - \$217,663 - \$119,075 - \$336,738

This Application for Section 5310 Federal Assistance is allocated to the City of Lubbock-Citibus Attached to this application is the FY 2019 - 2022 STIP and the STIP/TIP Amendment.

Activities to be performed: Purchase of two (2) LoneStar Promaster ADA Vans off of the Oklahoma Office of Management & Enterprise Services Statewide contract Type O, well as funding trips outside of our required ADA service area and regular fixed-route service hours. Funds will also be used to assist with the funding of free services for all individuals needing transportation to and from the health department for COVID-19 testing as well as the free services being provided to all individuals needing transportation to and from the vaccination facility. These LoneStar Promaster ADA Vans have a 4 year, 100,000 mile useful life.

Expected Outcomes: Continued service to the seniors and individuals with disabilities. Providing transportation to passengers needing service outside of our regular fixed route service hours. We are also providing a valuable service to the passengers in the community who need access to vaccines and testing for the COVID-19 virus. Replacement Fleet of (2) ADA compliant cutaway buses that have exceeded their useful life that will provide service in the Lubbock service area and increase safety and reliability of service. These are 2 VIN numbers of the buses that are to be replaced:

1GBKG31K891113891/ 2009 Chevrolet Arboc/ Original Useful Life of 7 years and/or 150K miles/ Current Mileage 291,806

1GBKG31K991114743/ 2009 Chevrolet Arboc/ Original Useful Life of 7 years and/or 150K miles/ Current Mileage 296,272

All vehicles will meet useful life prior to disposal.

This grant request is within acceptable limits of the Fleet ratio.

Intended Beneficiaries: Seniors, individuals with disabilities, passengers needing transportation after regular fixed route hours and Passengers needing assistance with healthcare with regard to the COVID-19 virus.

Subrecipient Activities: The City of Lubbock certifies that the allocation of these funds to sub recipients was awarded on a fair and equitable basis; the projects have been derived from a regionally coordinated

public transit- human services transportation plan; to the extent feasible services are coordinated with transportation services provided by other federal agencies; and the planning process included representatives of public, private and non-profit transportation and human service providers, participation by the public and representatives addressing the needs of older adults and individuals with disabilities.

Citibus certifies that there are no nonprofit organizations readily available to provide this service.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$336,738.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$217,663.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$119,075.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$217,663.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$119,075.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$217,663
Local			\$119,075
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$336,738

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Donald Koski
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: donald.koski@dot.gov
Award Date: 9/23/2021

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Blu Kostelich
Chief Financial Officer
LUBBOCK, CITY OF
9/24/2021



Regular City Council Meeting

7. 16.

Meeting Date: 10/12/2021

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Mayor to execute FY 2022 Section 5307 Grant, TxDOT URB 2202 (05), Project ID 51309020522, from the Texas Department of Transportation, for operating assistance to maintain its public transportation system.

Item Summary

The Texas Department of Transportation (TxDOT) is allocating a Section 5307 Grant in the amount of \$716,091 of public transportation funds to the City of Lubbock for operating assistance to maintain its public transportation system, Citibus, for FY 2022. The FY 2022 Section 5307 Grant is included in the Citibus Budget for FY 2022.

Citibus operates public transportation in both a fixed route and demand response service. The routes originate in downtown Lubbock and provide service at various locations throughout the City. All vehicles are accessible to persons with disabilities. The demand response service, CitiAccess, serves origins and destinations within the city limits. Both services operate under guidelines from federal, state, and local authorities for maintaining buses, facilities, preventative maintenance, and safety. The major trip generators include the medical center area, education facilities, employment providers, and shopping centers. Citibus provides service Monday through Saturday from 5:30 a.m. to 7:15 p.m., except holidays.

The contract is effective from September 1, 2021, or when fully executed by both parties, and shall terminate on August 31, 2022.

Fiscal Impact

Acceptance of this grant of \$716,091, will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Chris Mandrell, General Manager of Citibus
Public Transit Advisory Board

Attachments

Resolution - TxDOT 5307 FY 2022
TxDOT 5307 Grant FY 2022

RESOLUTION

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

THAT the Mayor of the City of Lubbock, or his designee, is hereby authorized to execute a FY 2022 Section 5307 grant from the Texas Department of Transportation (TxDOT), TxDOT URB 2202 (05), Project ID 51309020522, to the City of Lubbock for operating assistance to maintain its public transportation system for Citibus. Said Grant is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

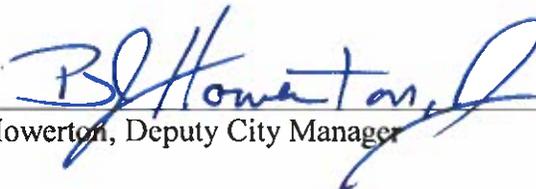
Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

PGA: PUBLIC TRANSPORTATION - URBAN STATE FUNDS
SUBRECIPIENT: Lubbock, City of
FAIN: N/A
CFDA #:
TXDOT PROJECT #: URB 2202 (05)
PROJECT ID #: 51309020522
MASTER GRANT AGREEMENT #: MGA-2022-2026-LUBBOCK-046
NOT RESEARCH AND DEVELOPMENT
URBANIZED AREA: Lubbock

STATE OF TEXAS §

COUNTY OF TRAVIS §

**URBAN STATE PROGRAM
FISCAL YEAR 2022
PROJECT GRANT AGREEMENT**

THIS PROJECT GRANT AGREEMENT (PGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State" and Lubbock, City of, called the "Subrecipient".

WITNESSETH

WHEREAS, Texas Transportation Code Chapter 455 authorizes the State to assist the Subrecipient in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code Chapter 456; and

WHEREAS, the Governor of the State of Texas has designated the Texas Department of Transportation to provide state funds for public transportation purposes; and

WHEREAS, the Subrecipient submitted a Fiscal Year 2022 Grant Application (if applicable) for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number(s) 116036; and,

WHEREAS, the Subrecipient must execute a Grant Application (if applicable) and Fiscal Year Certifications and Assurances each fiscal year grant period for consideration for new state and federal grants; and

WHEREAS, a Master Grant Agreement (MGA) between the Subrecipient and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA;

NOW THEREFORE, the State and Subrecipient agree as follows:

AGREEMENT

The Subrecipient is required to make any information created or exchanged with the state pursuant to this 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.

THIS AGREEMENT IS EXECUTED by the State and the Subrecipient in duplicate.

THE SUBRECIPIENT

Signature

Title

Date

THE STATE OF TEXAS

Signature

Public Transportation Coordinator

Title

Date

List of Attachments

- A – Approved Project Description
- B – Project Budget

**ATTACHMENT B
PROJECT BUDGET**

#	Description	Fuel Type	# of Units	Award Amount	State Match	Local Match	In-Kind Match	Total Funds	TDC	Match Ratio	TDC Amount
1	Operating - 30.09.01			\$716,091				\$716,091			0
Totals:				\$716,091	\$0	\$0	\$0	\$716,091			0



Regular City Council Meeting

7. 17.

Meeting Date: 10/12/2021

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution ratifying the acts of the Chief Financial Officer, in executing FY 2021 Section 5307 Grant, Project TX-2021-113-00, from the Federal Transit Administration, to provide operating assistance, preventative maintenance, Americans with Disabilities Act (ADA) paratransit service, capital, and planning assistance.

Item Summary

The Federal Transit Administration (FTA) has allocated \$3,372,748 in FY 2021 Section 5307 funds to the City of Lubbock/Citibus. This is a routine grant that Citibus receives on an annual basis. The grant has been incorporated into the FY 2021 Budget, which has been previously approved by the City Council. The funds for this grant are used for operating assistance, preventative maintenance, non-fixed routes for (ADA) paratransit service, planning, and capital to acquire miscellaneous support equipment.

The grant has been electronically executed by the Chief Financial Officer for the City of Lubbock.

Fiscal Impact

The \$1,167,614 local match required for this grant has been included in the FY 2021-22 Citibus Budget.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Chris Mandrell, General Manager of Citibus
Lubbock Public Transit Advisory Board

Attachments

Resolution - FTA 5307 FY 2021
Citibus - FTA FY 2021 Section 5307

RESOLUTION

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

THAT the acts of the Chief Financial Officer of the City of Lubbock in executing, on behalf of the City of Lubbock, a FY 2021 Federal Transit Administration Section 5307 Grant (project TX-2021-113-00), to provide operating assistance, preventative maintenance, ADA paratransit, and capital and planning assistance to the City of Lubbock, acting by and through Citibus, and related documents, are hereby ratified in full. Said Grant is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

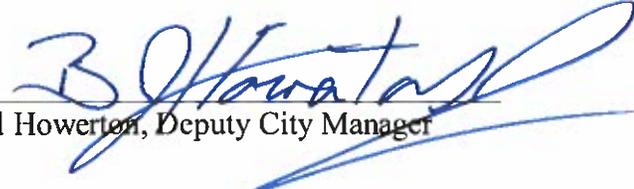
Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Award

Federal Award Identification Number (FAIN)	TX-2021-113-00
Temporary Application Number	1993-2021-2
Award Name	Lubbock-Citibus FY2021 Section 5307 Grant
Award Status	Active (Executed)
Award Budget Number	0

Period of Performance Start Date	9/13/2021	
Original Period of Performance End Date	12/31/2024	
Current Period of Performance End Date	12/31/2024	Revision #: 0

Part 1: Recipient Information

Name: LUBBOCK, CITY OF

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
1993	City	CITY OF LUBBOCK	058213893

Location Type	Address	City	State	Zip
Headquarters	1314 AVENUE K	LUBBOCK	TX	794014051
Physical Address	1314 AVENUE K	LUBBOCK	TX	79401
Mailing Address	P.O. BOX 2000	LUBBOCK	TX	79457

Union Information

Union Name	NONE
Address 1	
Address 2	
City	
State	

Zipcode	00000
Contact Name	
Telephone	
Fax	00000
E-mail	
Website	

Part 2: Award Information

Title: Lubbock-Citibus FY2021 Section 5307 Grant

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
TX-2021-113-00	Active (Executed)	Grant	4/3/2021	4/3/2021	No

Award Executive Summary

08/05/2021 - NB - Purpose: This application for FY 2021 Section 5307 Grant funds in the amount of \$3,372,748.

Activities to be performed: These funds (\$2,324,201) federal funds and (\$581,050) local match will be used for preventative maintenance on all revenue/non-revenue vehicles, (\$95,912) federal funds and (\$23,978) local match for general/comprehensive planning, (\$337,275) federal funds and (\$84,319) local match funds for non-fixed route, complementary ADA paratransit service, (\$432,569) federal funds and (\$432,569) local match funds for general operating, (\$100,000) federal funds and (\$25,000) local match for rolling stock bus purchases, and (\$82,791) federal funds and (\$20,698) local match funds for capital to acquire miscellaneous support equipment. Attached documents: TIP/STIP & UPWP The grant breakdown will be as follows:

Category - Federal - Local - Total -
 Preventative Maintenance - \$2,324,201 - \$581,050 - \$2,905,251
 Planning - \$95,912 - \$23,978 - \$119,890
 ADA - \$337,275 - \$84,319 - \$421,594
 Operating - \$432,569 - \$432,569 - \$865,138
 Misc Equipment - \$82,791 - \$20,698 - \$103,489
 Bus Purchase - \$100,000 - \$25,000 - \$125,000
 Total Request - \$3,372,748 - \$1,167,614 - \$4,540,362

The \$1,167,614 of local match will be provided by the City of Lubbock's general fund. 1% of the FY 2021 5307 funds will be used on security and surveillance. These funds will be used to purchase new radios for buses, pay for the radio communication contract, fire and security alarm monitoring and other miscellaneous capital items used for safety and security. The total FTA amount is \$33,727 and the local match provided by the City of Lubbock will be \$8,432 for a total of \$42,159.

This grant request is within acceptable limits of the fleet rate.

Expected Outcomes: Improved service, safety and security for all of our passengers due to getting new buses, fare equipment, as well as security enhancements.

Intended Beneficiaries: All passengers using the Transit service in the City of Lubbock

Subrecipient Activities: N/A

Frequency of Milestone Progress Reports (MPR)
Quarterly

Frequency of Federal Financial Reports (FFR)
Quarterly

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?
No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
	chevonne.madison@dot.gov	Transportation Program Specialist		
Nitra	Barnes	Acctg Mgr	nbarnes@citibus.com	(806) 775-3641

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$3,372,748
Local			\$1,146,918
Local/In-Kind			\$20,698

State		\$0
State/In-Kind		\$0
Other Federal		\$0
Transportation Development Credit		\$0
Adjustment		\$0
Total Eligible Cost		\$4,540,364

Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2021-113-01-00 111-00 (111-A3)	BUS - ROLLING STOCK	\$100,000.00	\$25,000.00	\$125,000.00	(
TX-2021-113-01-00	11.12.02 BUY REPLACEMENT 35-FT BUS	\$100,000.00	\$25,000.00	\$125,000.00	(
TX-2021-113-01-00 114-00 (114-A5)	BUS: SUPPORT EQUIP AND FACILITIES	\$82,791.00	\$20,698.00	\$103,489.00	(
TX-2021-113-01-00	11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT	\$82,791.00	\$20,698.00	\$103,489.00	(
TX-2021-113-01-00 117-00 (117-A1)	OTHER CAPITAL ITEMS (BUS)	\$2,661,476.00	\$665,371.00	\$3,326,847.00	(
TX-2021-113-01-00	11.7A.00 PREVENTIVE MAINTENANCE	\$2,324,201.00	\$581,051.00	\$2,905,252.00	(
TX-2021-113-01-00	11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$337,275.00	\$84,320.00	\$421,595.00	(
TX-2021-113-01-00 300-00 (300-A4)	OPERATING ASSISTANCE	\$432,569.00	\$432,569.00	\$865,138.00	(
TX-2021-113-01-00	30.09.03 SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	\$432,569.00	\$432,569.00	\$865,138.00	(

TX-2021-113-01-00	442-00 (442-A2)	METROPOLITAN PLANNING								\$95,912.00	\$23,978.00	\$119,890.00	
TX-2021-113-01-00	44.22.00	GENERAL DEVELOPMENT/COMPREHENSIVE PLANNING								\$95,912.00	\$23,978.00	\$119,890.00	

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
TX-90-Y 451	TX-2021-113-01-00	BUS - ROLLING STOCK	111-00 (111)	A3	4813 50	Lubbock, TX	2021.25.9 0.91.2	00	Urbanized Area Formula Grants	\$100,000	\$100,000
TX-90-Y 451	TX-2021-113-01-00	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A5	4813 50	Lubbock, TX	2021.25.9 0.91.2	00	Urbanized Area Formula Grants	\$82,791	\$82,791
TX-90-Y 451	TX-2021-113-01-00	OTHER CAPITAL ITEMS (BUS)	117-00 (117)	A1	4813 50	Lubbock, TX	2021.25.9 0.91.2	00	Urbanized Area Formula Grants	\$2,661,476	\$2,661,476
TX-90-Y 451	TX-2021-113-01-00	OPERATING ASSISTANCE	300-00 (300)	A4	4813 50	Lubbock, TX	2021.25.9 0.91.2	04	Urbanized Area Formula Grants	\$432,569	\$432,569
TX-90-Y 451	TX-2021-113-01-00	METROPOLITAN PLANNING	442-00 (442)	A2	4813 50	Lubbock, TX	2021.25.9 0.91.2	02	Urbanized Area Formula Grants	\$95,912	\$95,912

Part 3: Project Information

Project Title: Lubbock-Citibus FY 2021 5307 Grant

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2021-113-01-00	1993-2021-2-P1	4/3/2021	1/20/2016	9/30/2024

Project Description

7/27/2021 - NB - This is an application for FY 2021 Section 5307 Grant Funds in the amount of \$3,372,748. These funds (\$2,324,201) federal funds and (\$581,050) local match will be used for preventative maintenance on all revenue/non-revenue vehicles, (\$95,912) federal funds and (\$23,978) local match for general/comprehensive planning, (\$337,275) federal funds and (\$84,319) local match funds for non-fixed route, complementary ADA paratransit service, (\$432,569) federal funds and (\$432,569) local match funds for general operating, (\$100,000) federal funds and (\$25,000) local match for rolling stock bus purchases, and (\$82,791) federal funds and (\$20,698) local match funds for capital

to acquire miscellaneous support equipment. Attached documents: TIP/STIP & UPWP The grant breakdown will be as follows:

Category - Federal - Local - Total -
Preventative Maintenance - \$2,324,201 - \$581,050 - \$2,905,251
Planning - \$95,912 - \$23,978 - \$119,890
ADA - \$337,275- \$84,319 - \$421,594
Operating - \$432,569 - \$432,569 - \$865,138
Misc Equipment - \$82,791 - \$20,698 - \$103,489
Bus Purchase - \$100,000 - \$25,000 - \$125,000
Total Request - \$3,372,748 -\$1,167,614 - \$4,540,362

The \$1,167,614 of local match will be provided by the City of Lubbock's general fund. 1% of the FY 2021 5307 funds will be used on security and surveillance. These funds will be used to purchase new radios for buses, pay for the radio communication contract, fire and security alarm monitoring and other miscellaneous capital items used for safety and security. The total FTA amount is \$33,727 and the local match provided by the City of Lubbock will be \$8,432 for a total of \$42,159.

This grant request is within acceptable limits of the fleet rate.

Project Benefits

These funds will allow Citibus to continue to provide transit services to the citizens of the City of Lubbock, Texas. The funds will be utilized to fix/repair and perform preventative maintenance on all of Citibus' vehicles (revenue and non-revenue), perform various planning activities including maintenance of eligibility, strategic planning and fixed route planning, provide non-fixed route ADA complementary paratransit services within the 3/4 of a mile of a fixed route to those who qualify, rolling stock bus purchase that will allow for older buses to be retired which will reduce fleet age and create greater reliability for passengers and to purchase miscellaneous support equipment for maintenance and administration facilities including computer replacement and miscellaneous shop equipment.

Additional Information

All of these funds will be used for expenses related to transit services in the City of Lubbock, Texas.

Location Description

All of these funds will be used for expenses related to transit services in the City of Lubbock, Texas.

Project Location (Urbanized Areas)

UZA Code	Area Name
481350	Lubbock, TX

Congressional District Information

State	District	Representative
Texas	19	Randy Neugebauer

Program Plan Information

STIP/TIP

Date: 6/16/2020

Description: Not Provided

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$3,372,748
Local			\$1,146,918
Local/In-Kind			\$20,698
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$4,540,364

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantit
TX- 111- 2021- 00 113-01- (111- 00 A3)	BUS - ROLLING STOCK	\$100,000.00	\$25,000.00	\$125,000.00	
TX- 2021- 113-01- 00	11.12.02 BUY REPLACEMENT 35-FT BUS	\$100,000.00	\$25,000.00	\$125,000.00	
TX- 114- 2021- 00 113-01- (114- 00 A5)	BUS: SUPPORT EQUIP AND FACILITIES	\$82,791.00	\$20,698.00	\$103,489.00	
TX- 2021- 113-01- 00	11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT	\$82,791.00	\$20,698.00	\$103,489.00	

TX-2021-113-01-00	117-00 (117-A1)	OTHER CAPITAL ITEMS (BUS)		\$2,661,476.00	\$665,371.00	\$3,326,847.00
TX-2021-113-01-00		11.7A.00 PREVENTIVE MAINTENANCE		\$2,324,201.00	\$581,051.00	\$2,905,252.00
TX-2021-113-01-00		11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE		\$337,275.00	\$84,320.00	\$421,595.00
TX-2021-113-01-00	300-00 (300-A4)	OPERATING ASSISTANCE		\$432,569.00	\$432,569.00	\$865,138.00
TX-2021-113-01-00		30.09.03 SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES		\$432,569.00	\$432,569.00	\$865,138.00
TX-2021-113-01-00	442-00 (442-A2)	METROPOLITAN PLANNING		\$95,912.00	\$23,978.00	\$119,890.00
TX-2021-113-01-00		44.22.00 GENERAL DEVELOPMENT/COMPREHENSIVE PLANNING		\$95,912.00	\$23,978.00	\$119,890.00

Project Budget Activity Line Items

Budget Activity Line Item: 11.42.20 - ACQUIRE - MISC SUPPORT EQUIPMENT

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	0

Extended Budget Description

Purchase miscellaneous support equipment for maintenance and administration facilities. This equipment will include computer replacement and miscellaneous shop equipment.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
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5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$82,791
Local			\$0
Local/In-Kind			\$20,698
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$103,489

Milestone Name	Est. Completion Date	Description
RFP/IFP Issue Date	10/1/2021	RFP/IFP Issue Date
Contract Award Date	12/31/2021	Contract Award
End Date	9/30/2024	Contract End Date

Budget Activity Line Item: 30.09.03 - SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	OPERATING ASSISTANCE	0

Extended Budget Description

General operating assistance for FY 2021 that can be utilized for operating assistance as set forth by the operating assistance rule.

Local match \$432,569

All non maintenance, planning, technical or ADA expenses. Examples of the larger expenses will be: operator's wages, fuel and medical for non maintenance, planning or ADA personnel.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$432,569
Local			\$432,569
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0

Other Federal	\$0
Transportation Development Credit	\$0
Adjustment	\$0
Total Eligible Cost	\$865,138

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2020	Start Date
End Date	9/30/2022	End Date

Budget Activity Line Item: 11.12.02 - BUY REPLACEMENT 35-FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.02	BUY REPLACEMENT 35-FT BUS	BUY REPLACEMENTS - CAPITAL BUS	0

Extended Budget Description

These funds will be used to help make a debt payment for a Gillig 35' bus that was purchased in 2017. Local match provided by the City of Lubbock. This was originally included on the TX-2018-063-01 Grant and has been included each year since on the TX-2018-062-00, TX-2019-096-01.

Useful Life: 12 years/500,000 miles

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Biodiesel	New	35' Bus

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$100,000
Local			\$25,000
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$125,000

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	1/20/2016	RFP/IFB Issue Date
Contract Award Date	5/18/2016	Contract Awarded to Gillig
Final Delivery Date	3/30/2017	Bus Delivered
Contract Completion Date	5/3/2017	Contract Completed

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	0

Extended Budget Description

These funds will be used for preventative maintenance on all Citibus vehicles. Preventative maintenance funded by this ALI will occur in fiscal years 2020 - 2021 . Local match provided by the City of Lubbock.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$2,324,201
Local			\$581,051
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$2,905,252

Milestone Name	Est. Completion Date	Description
RFP/IFP Issue Date	10/1/2021	RFP/IFP Issue
Contract Award Date	12/31/2021	Contract Award
End Date	9/30/2022	End Date

Budget Activity Line Item: 11.7C.00 - NON FIXED ROUTE ADA PARATRANSIT SERVICE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	OTHER CAPITAL ITEMS (BUS)	0

Extended Budget Description

Non-fixed route complementary ADA paratransit services

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$337,275
Local			\$84,320
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$421,595

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2021	Start Date
End Date	9/30/2022	End Date

Budget Activity Line Item: 44.22.00 - GENERAL DEVELOPMENT/COMPREHENSIVE PLANNING

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
METROPOLITAN PLANNING (442-00)	44.22.00	GENERAL DEVELOPMENT/COMPREHENSIVE PLANNING	METROPOLITAN PLANNING	0

Extended Budget Description

These funds will be utilized to provide various planning activities, strategic planning and fixed route planning. Local match provided by City of Lubbock \$23,978

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$95,912
Local			\$23,978
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$119,890

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2021	Contract Award Date
End Date	9/30/2022	Final Expenditure

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date	Description
	Class IIc CE Approved

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	0	\$2,324,201.00	\$2,905,252.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	\$337,275.00	\$421,595.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
METROPOLITAN PLANNING (442-00)	44.22.00	GENERAL DEVELOPMENT/COMPREHENSIVE PLANNING	0	\$95,912.00	\$119,890.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.02	BUY REPLACEMENT 35-FT BUS	0	\$100,000.00	\$125,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 05: Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	0	\$432,569.00	\$865,138.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date	Description	Date
	Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$82,791.00	\$103,489.00

Part 4: Fleet Details

Fleet Type: Other

Fleet Comments

19 Total Support Vehicles:

10 - Staff support vehicles

6 - Supervisor Vans

3 - Maintenance Shop Trucks

	Current Value
I. Active Fleet	
A. Peak Requirement	0
B. Spares	0
C. Total (A+B)	0
D. Spare Ratio (B/A)	0%
II. Inactive Fleet	
A. Other	0
B. Pending Disposal	0
C. Total (A+B)	0
III. Total (I.C and II.C)	0

Fleet Type: Fixed Route

Fleet Comments

This grant request is within the acceptable limits of the fleet ration which is shown in the Fleet Details of the Recipient ID section.

Citibus' fleet currently consists of the following:

Type Quantity Year Make/Model
Bus 3 2000 Nova Bus RTS
Bus 11 2000 Nova Bus LFS
Bus 18 2001 Nova Bus LFS
Bus 3 2004 Gillig Low-Floor
Bus 5 2005 Gillig Low-Floor
Bus 7 2006 Gillig Low-Floor
Bus 6 2009 Gillig Hybrid-Electric
Bus 2 2011 Gillig Hybrid-Electric
Bus 4 2013 Gillig Hybrid-Electric
Bus 4 2017 Gillig Low-Floor
Bus 4 2018 Gillig Low-Floor
Bus 6 2019 Gillig Low-Floor
Bus 2 2019 Proterra Catalyst E2
Trolley 2 2000 Chance Trolley

		Current Value
I.	Active Fleet	
	A. Peak Requirement	67
	B. Spares	10
	C. Total (A+B)	77
	D. Spare Ratio (B/A)	14.93%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	3
	C. Total (A+B)	3
III.	Total (I.C and II.C)	80

Fleet Type: Paratransit

Fleet Comments

This grant request is within the acceptable limits of the fleet ration which is shown in the Fleet Details of the Recipient ID section.

Citibus' paratransit fleet current consists of the following:

Van 1 2006 International
Van 13 2009 Chevy Arboc
Van 14 2016 Chevy Arboc

Current Value

I.	Active Fleet	
	A. Peak Requirement	23
	B. Spares	5
	C. Total (A+B)	28
	D. Spare Ratio (B/A)	21.74%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	4
	C. Total (A+B)	4
III.	Total (I.C and II.C)	32

Part 5: FTA Review Comments

Application Review Comments

Comment By Marisa Appleton

Comment Type Application Details

Date 8/16/2021

Comment

Please recall 49 CFR Part 26.49(a) states 'If you are an FTA recipient, you must require in your DBE program that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, certify that it has complied with the requirements of this section.' FTA's current list of eligible TVMs can be found at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers>

Please recall 49 CFR Part 26.49(a)(4) states 'FTA recipients are required to submit within 30 days of making an award, the name of the successful bidder, and the total dollar value of the contract in the manner prescribed in the grant agreement.' The Transit Vehicle Award Reporting Forms can be found on FTA's website.

Application Review Comments

Comment By Laura Wallace

Comment Type Line Item Review

Date 8/16/2021

Project Title Lubbock-Citibus FY 2021 5307 Grant

Project Number TX-2021-113-01-00

Comment (With Respect to Line Item: 11.12.02)

- Recipient must not acquire telecommunications and video surveillance equipment for

rolling stock from: Huawei Technologies Company; ZTE Corporation; Hytera Communications Corporation; Hangzhou Hikvision Digital Technology Company; or Dahua Technology Company. This prohibition includes rolling stock telecommunications and video surveillance equipment, commercial items and micro-purchases in accordance with Section 889 of the 2019 National Defense Authorization Act.

- Recipients must not procure rolling stock from certain transit vehicle manufacturers. Refer to 49 U.S.C. Section 5323(u) of federal public transportation law, which limits the use of FTA funds, and in some circumstances local funds, to procure rolling stock from certain transit vehicle manufacturers. Refer to

<https://www.transit.dot.gov/funding/procurement/frequently-asked-questions-regarding-section-7613-national-defense> for additional guidance.

- 49 CFR Part 26.49(a) states 'If you are an FTA recipient, you must require in your DBE program that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, certify that it has complied with the requirements of this section.' FTA's current list of eligible TVMs can be found at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers>.

- 49 CFR Part 26.49(a)(4) states 'FTA recipients are required to submit within 30 days of making an award, the name of the successful bidder, and the total dollar value of the contract in the manner prescribed in the grant agreement.' The Transit Vehicle Award Reporting Forms can be found on FTA's website at <https://www.surveymonkey.com/r/vehicleawardreportsurvey>. Please take a screenshot of the completed report before submission and retain locally to demonstrate compliance with this requirement during oversight activities such as Triennial Review and/or State Management Reviews.

- Recipient must comply with the statutory requirements in FTA Circular 4220.1F, 3rd Party Contracting Guidance, as they apply to acquiring rolling stock including 49 CFR Part 661, Buy America Requirements, 49 CFR 663, Pre-Award and Post-Delivery Audits, accessibility, minimum service life, spare ratios, air pollution and fuel economy, bus testing, in-state dealers, basis for contract award and five-year limitation.

- Recipient must comply with the Recipient's procurement policies and procedures as they apply to FTA-funded projects.

- The information provided above is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to federal compliance and require additional information. This confirmation is not an express or implied promise of project compliance with federal requirements.

Application Review Comments

Comment By Chevonne Madison

Comment Type Pre-Award Manager Returns Application

Date 8/17/2021

Comment

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

FEDERAL TRANSIT ADMINISTRATION

**GRANT AGREEMENT
(FTA G-28, February 9, 2021)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(28), February 9, 2021, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA'S AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: LUBBOCK, CITY OF

Recipient ID: 1993

DUNS No: 058213893

Award Information

Federal Award Identification Number: TX-2021-113-00

Award Name: Lubbock-Citibus FY2021 Section 5307 Grant

Award Start Date: 9/13/2021

Original Award End Date: 12/31/2024

Current Award End Date: 12/31/2024

Award Executive Summary: 08/05/2021 - NB - Purpose: This application for FY 2021 Section 5307 Grant funds in the amount of \$3,372,748.

Activities to be performed: These funds (\$2,324,201) federal funds and (\$581,050) local match will be used for preventative maintenance on all revenue/non-revenue vehicles, (\$95,912) federal funds and (\$23,978) local match for general/comprehensive planning, (\$337,275) federal funds and (\$84,319) local match funds for non-fixed route, complementary ADA paratransit service, (\$432,569) federal funds and (\$432,569) local match funds for general operating, (\$100,000) federal funds and (\$25,000) local match for rolling stock bus purchases, and (\$82,791) federal funds and (\$20,698) local match funds for capital to acquire miscellaneous support equipment. Attached documents: TIP/STIP & UPWP The grant breakdown will be as follows:

Category - Federal - Local - Total -
Preventative Maintenance - \$2,324,201 - \$581,050 - \$2,905,251
Planning - \$95,912 - \$23,978 - \$119,890
ADA - \$337,275- \$84,319 - \$421,594
Operating - \$432,569 - \$432,569 - \$865,138
Misc Equipment - \$82,791 - \$20,698 - \$103,489
Bus Purchase - \$100,000 - \$25,000 - \$125,000
Total Request - \$3,372,748 -\$1,167,614 - \$4,540,362

The \$1,167,614 of local match will be provided by the City of Lubbock's general fund. 1% of the FY 2021 5307 funds will be used on security and surveillance. These funds will be used to purchase new radios for buses, pay for the radio communication contract, fire and security alarm monitoring and other miscellaneous capital items used for safety and security. The total FTA amount is \$33,727 and the local match provided by the City of Lubbock will be \$8,432 for a total of \$42,159.

This grant request is within acceptable limits of the fleet rate.

Expected Outcomes: Improved service, safety and security for all of our passengers due to getting new buses, fare equipment, as well as security enhancements.

Intended Beneficiaries: All passengers using the Transit service in the City of Lubbock

Subrecipient Activities: N/A

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$4,540,364.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$3,372,748.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$1,167,616.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$3,372,748.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$1,167,616.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$3,372,748
Local			\$1,146,918
Local/In-Kind			\$20,698
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$4,540,364

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Review Decision: DOL Concur - Certified

Original Certification Date: 9/9/2021

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Donald Koski
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: donald.koski@dot.gov
Award Date: 9/13/2021

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or

the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Blu Kostelich
Chief Financial Officer
LUBBOCK, CITY OF
9/16/2021



Regular City Council Meeting

7. 18.

Meeting Date: 10/12/2021

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution ratifying the actions of the Chief Financial Officer in executing Section FY 2019 and FY 2020 Section 5339(a) Grant, Project ID TX-2021-118-00, from the Federal Transit Administration, for the purchase of eight paratransit replacement buses which are compliant with the Americans with Disabilities Act (ADA).

Item Summary

The Federal Transit Administration (FTA) has allocated \$802,767 in Section 5339(a) funds to the City of Lubbock/Citibus. The funds will be used to purchase 8 paratransit buses that are compliant with ADA, to replace older buses that are past their useful life. Citibus was awarded 110,160 Transportation Development Credits (TDCs), provided by the Texas Department of Transportation (TxDOT), that will be used for the local match required for the FY 2019 and FY 2020 Section 5339(a) Grant.

This grant has been electronically executed by the Chief Financial Officer for the City of Lubbock.

Fiscal Impact

The local match required for this grant of \$802,767 has been matched by 110,160 TDCs provided by TxDOT. Acceptance of this grant will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Chris Mandrell, General Manager of Citibus
Public Transit Advisory Board

Attachments

Resolution - FTA 5339(a) FY 19 & 20
Citibus - FTA FY 19 & 20 Section 5339(a)

RESOLUTION

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

THAT the acts of the Chief Financial Officer of the City of Lubbock in executing, on behalf of the City of Lubbock, a FY 2019 & 2020 Federal Transit Administration Section 5339(a) Grant (Project ID TX-2021-118-00), to be used for the purchase of eight (8) ADA paratransit replacement buses, acting by and through Citibus, and related documents, are hereby ratified in full. Said Grant is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

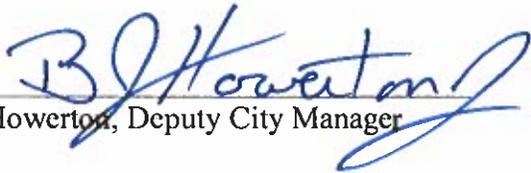
Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

RES.FY 2019 & 2020 FTA Section 5339(a) Grant Ratification
10.4.21

Award

Federal Award Identification Number (FAIN)	TX-2021-118-00
Temporary Application Number	1993-2021-3
Award Name	Lubbock-Citibus FY2019 & 2020 Section 5339(a) Grant replacement vehicles
Award Status	Active (Executed)
Award Budget Number	0

Period of Performance Start Date	9/24/2021	
Original Period of Performance End Date	6/30/2023	
Current Period of Performance End Date	6/30/2023	Revision #: 0

Part 1: Recipient Information

Name: LUBBOCK, CITY OF

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
1993	City	CITY OF LUBBOCK	058213893

Location Type	Address	City	State	Zip
Headquarters	1314 AVENUE K	LUBBOCK	TX	794014051
Physical Address	1314 AVENUE K	LUBBOCK	TX	79401
Mailing Address	P.O. BOX 2000	LUBBOCK	TX	79457

Union Information

Union Name	NONE
Address 1	
Address 2	
City	

State	
Zipcode	00000
Contact Name	
Telephone	
Fax	00000
E-mail	
Website	

Part 2: Award Information

Title: Lubbock-Citibus FY2019 & 2020 Section 5339(a) Grant replacement vehicles

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
TX-2021-118-00	Active (Executed)	Grant	4/3/2021	4/3/2021	No

Award Executive Summary

08/05/2021 - NB - Purpose: The FY 2019 & 2020 Section 5339(a) Bus and Bus Facilities Discretionary Grant in the amount of \$802,767 in federal funds matched with Transportation Development Credits (TDC's) in the amount of 120,415 from TXDOT. This grant request is within acceptable limits of the fleet ratio. The funds will be used to purchase new vans.

Fiscal Year -

FY 2019 - \$392,637

FY 2020 - \$410,130

Total - \$802,767

Activities to be performed: The funds will be used to purchase purchase of eight (8) LoneStar Promaster ADA Vans off of the Oklahoma Office of Management & Enterprise Services Statewide contract Type O.

Expected Outcomes: Replacing older buses that are past their useful life. We expect this will relieve backlog as well as cost in our maintenance department with the disposal of older buses. Replacement Fleet of (8) ADA compliant cutaway buses that have exceeded their useful life that will provide service in the Lubbock service area and increase safety and reliability of service. These are the (8) VIN numbers of the buses that are to be replaced.

1GBKG31K181167953
 1GBKG31K091114209
 1GBKG31K491114374
 1GBKG31K691115301
 1GBKG31K691115039
 1GBKG31K791114157
 1GB6G5BG1F1279477
 1GB6G5BG1F1279611

These LoneStar Promaster ADA Vans have a 4 year, 100,000 mile useful life. The buses meet all ADA requirements and are reimbursed at 85/15 to the Application Executive Summary

Intended Beneficiaries: Seniors, individuals with disabilities and passengers that are needing

transportation outside of our regular fixed-route hours.

Subrecipient Activities: N/A

Frequency of Milestone Progress Reports (MPR)

Annual

Frequency of Federal Financial Reports (FFR)

Annual

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
		Transportation Program Specialist		
Nitra	Barnes	Acctg Mgr	nbarnes@citibus.com	(806) 775-3641

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$802,767
Local			\$0

Local/In-Kind	\$0
State	\$0
State/In-Kind	\$0
Other Federal	\$0
Transportation Development Credit	\$120,415
Adjustment	\$0
Total Eligible Cost	\$802,767

Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2021-118-01-00	111-00 (111-A1) BUS - ROLLING STOCK	\$802,767.00	\$0.00	\$802,767.00	8
TX-2021-118-01-00	BUY 11.12.04 REPLACEMENT <30 FT BUS	\$802,767.00	\$0.00	\$802,767.00	8

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
TX-34-0146	TX-2021-118-01-00	BUS - ROLLING STOCK	111-00 (111)	A1	481350	Lubbock, TX	2019.25.34.BF.2	00	Bus Form - Formula Alloc	\$392,637	\$392,637
TX-34-0146	TX-2021-118-01-00	BUS - ROLLING STOCK	111-00 (111)	A1	481350	Lubbock, TX	2020.25.34.BF.2	00	Bus Form - Formula Alloc	\$410,130	\$410,130

Part 3: Project Information

Project Title: Purchase of (8) LoneStar Promaster Paratransit Vans

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2021-118-01-00	1993-2021-3-P1	4/3/2021	10/28/2021	5/15/2022

Project Description

7/27/2021 - NB -Lubbock-Citibus FY 2019 & 2020 Section 5339(a) Bus and Bus Facilities Discretionary Grant. These funds will be used to purchase purchase of eight (8) LoneStar Promaster ADA Vans off of

the Oklahoma Office of Management & Enterprise Services Statewide contract Type O, to replace older buses that are past their useful life. Citibus is applying for \$802,767 in federal funds matched with Transportation Development Credits (TDC's) in the amount of 120,415 from TXDOT. This grant request is within acceptable limits of the fleet ratio.

These LoneStar Promaster ADA Vans have a 4 year, 100,000 mile useful life.

Fiscal Year -
FY 2019 - \$392,637
FY 2020 - \$410,130
Total - \$802,767

Fiscal Year -
FY 2019 - \$392,637
FY 2020 - \$410,130
Total - \$802,767

Project Benefits

With the purchase of eight Promaster paratransit vans, we will be able to retire some older ADA vehicles that have far extended their useful life which will help increase service and trip reliability. All ADA paratransit clients will benefit from the purchase of these vehicles by providing a more reliable and comfortable service. The vehicles will be used to provide services to all ADA clients and in all parts of the city. The addition of these ADA vehicles will allow Citibus to continue to serve more passenger needs to get them to and from their choice locations.

Replacement Fleet of (8) ADA compliant cutaway buses that have exceeded their useful life that will provide service in the Lubbock service area and increase safety and reliability of service. These are the (8) VIN numbers of the buses that are to be replaced.

1GBKG31K181167953
1GBKG31K091114209
1GBKG31K491114374
1GBKG31K691115301
1GBKG31K691115039
1GBKG31K791114157
1GB6G5BG1F1279477
1GB6G5BG1F1279611

Additional Information

None provided.

Location Description

New buses will be in service throughout our service area, the City of Lubbock. All operating expenses will be from operations in the City of Lubbock.

Project Location (Urbanized Areas)

UZA Code	Area Name
----------	-----------

481350

Lubbock, TX

Congressional District Information

State	District	Representative
Texas	19	Randy Neugebauer

Program Plan Information

STIP/TIP

Date: 4/16/2020

Description: STIP/TIP page 46, 50

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$802,767
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$120,415
Adjustment			\$0
Total Eligible Cost			\$802,767

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2021-118-01-00	111-00 (111-A1) BUS - ROLLING STOCK	\$802,767.00	\$0.00	\$802,767.00	8

TX-2021-118-01-00	BUY 11.12.04 REPLACEMENT \$802,767.00 <30 FT BUS	\$0.00	\$802,767.00	8
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Project Budget Activity Line Items

Budget Activity Line Item: 11.12.04 - BUY REPLACEMENT <30 FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.04	BUY REPLACEMENT <30 FT BUS	BUY REPLACEMENTS - CAPITAL BUS	8

Extended Budget Description

(8) LoneStar Promaster ADA Van. This van is ADA lift equipped

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Gasoline	New	LoneStar Promaster Van 21'

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$802,767
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$120,415
Adjustment			\$0
Total Eligible Cost			\$802,767

Milestone Name	Est. Completion Date	Description
Issue Date	10/28/2021	Issue Date
Initial Delivery Date	1/31/2022	Initial Delivery Date
Final Delivery Date	3/31/2022	Final Delivery Date
Contract Completion Date	5/15/2022	Contract Completion Date

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Part 4: Fleet Details

Fleet Type: Other

Fleet Comments

19 Total Support Vehicles:

- 10 - Staff support vehicles
- 6 - Supervisor Vans
- 3 - Maintenance Shop Trucks

		Current Value
I.	Active Fleet	
	A. Peak Requirement	0
	B. Spares	0
	C. Total (A+B)	0
	D. Spare Ratio (B/A)	0%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	Total (I.C and II.C)	0

Fleet Type: Fixed Route

Fleet Comments

This grant request is within the acceptable limits of the fleet ration which is shown in the Fleet Details of the Recipient ID section.

Citibus' fleet currently consists of the following:

Type Quantity Year Make/Model
 Bus 3 2000 Nova Bus RTS
 Bus 11 2000 Nova Bus LFS
 Bus 18 2001 Nova Bus LFS
 Bus 3 2004 Gillig Low-Floor
 Bus 5 2005 Gillig Low-Floor
 Bus 7 2006 Gillig Low-Floor
 Bus 6 2009 Gillig Hybrid-Electric
 Bus 2 2011 Gillig Hybrid-Electric
 Bus 4 2013 Gillig Hybrid-Electric
 Bus 4 2017 Gillig Low-Floor
 Bus 4 2018 Gillig Low-Floor
 Bus 6 2019 Gillig Low-Floor
 Bus 2 2019 Proterra Catalyst E2
 Trolley 2 2000 Chance Trolley

		Current Value
I.	Active Fleet	
	A. Peak Requirement	67
	B. Spares	10
	C. Total (A+B)	77
	D. Spare Ratio (B/A)	14.93%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	3
	C. Total (A+B)	3
III.	Total (I.C and II.C)	80

Fleet Type: Paratransit

Fleet Comments

This grant request is within the acceptable limits of the fleet ration which is shown in the Fleet Details of the Recipient ID section.

Citibus' paratransit fleet current consists of the following:

Van 1 2006 International
 Van 13 2009 Chevy Arboc
 Van 14 2016 Chevy Arboc

		Current Value
I.	Active Fleet	

A. Peak Requirement	23
B. Spares	5
C. Total (A+B)	28
D. Spare Ratio (B/A)	21.74%
II. Inactive Fleet	
A. Other	0
B. Pending Disposal	4
C. Total (A+B)	4
III. Total (I.C and II.C)	32

Part 5: FTA Review Comments

Application Review Comments

Comment By Marisa Appleton

Comment Type	Application Details
Date	8/19/2021
Comment	<p>Please recall 49 CFR Part 26.49(a) states 'If you are an FTA recipient, you must require in your DBE program that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, certify that it has complied with the requirements of this section.' FTA's current list of eligible TVMs can be found at https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers</p> <p>Please recall 49 CFR Part 26.49(a)(4) states 'FTA recipients are required to submit within 30 days of making an award, the name of the successful bidder, and the total dollar value of the contract in the manner prescribed in the grant agreement.' The Transit Vehicle Award Reporting Forms can be found on FTA's website.</p>

Part 6: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-28, February 9, 2021)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(28), February 9, 2021, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: LUBBOCK, CITY OF

Recipient ID: 1993

DUNS No: 058213893

Award Information

Federal Award Identification Number: TX-2021-118-00

Award Name: Lubbock-Citibus FY2019 & 2020 Section 5339(a) Grant replacement vehicles

Award Start Date: 9/24/2021

Original Award End Date: 6/30/2023

Current Award End Date: 6/30/2023

Award Executive Summary: 08/05/2021 - NB - Purpose: The FY 2019 & 2020 Section 5339(a) Bus and Bus Facilities Discretionary Grant in the amount of \$802,767 in federal funds matched with Transportation Development Credits (TDC's) in the amount of 120,415 from TXDOT. This grant request is within acceptable limits of the fleet ratio. The funds will be used to purchase new vans.

Fiscal Year -
FY 2019 - \$392,637
FY 2020 - \$410,130
Total - \$802,767

Activities to be performed: The funds will be used to purchase purchase of eight (8) LoneStar Promaster ADA Vans off of the Oklahoma Office of Management & Enterprise Services Statewide contract Type O.

Expected Outcomes: Replacing older buses that are past their useful life. We expect this will relieve backlog as well as cost in our maintenance department with the disposal of older buses. Replacement Fleet of (8) ADA compliant cutaway buses that have exceeded their useful life that will provide service in the Lubbock service area and increase safety and reliability of service. These are the (8) VIN numbers of the buses that are to be replaced.

- 1GBKG31K181167953
- 1GBKG31K091114209
- 1GBKG31K491114374
- 1GBKG31K691115301
- 1GBKG31K691115039
- 1GBKG31K791114157
- 1GB6G5BG1F1279477
- 1GB6G5BG1F1279611

These LoneStar Promaster ADA Vans have a 4 year, 100,000 mile useful life. The buses meet all ADA requirements and are reimbursed at 85/15 to the Application Executive Summary

Intended Beneficiaries: Seniors, individuals with disabilities and passengers that are needing transportation outside of our regular fixed-route hours.

Subrecipient Activities: N/A

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$802,767.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$802,767.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$802,767.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$0.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$802,767
Local			\$0

Local/In-Kind		\$0
State		\$0
State/In-Kind		\$0
Other Federal		\$0
Transportation Development Credit		\$120,415
Adjustment		\$0
Total Eligible Cost		\$802,767

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Review Decision: DOL Concur - Certified
Original Certification Date: 9/16/2021

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Donald Koski
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: donald.koski@dot.gov
Award Date: 9/24/2021

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and

- (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Blu Kostelich
Chief Financial Officer
LUBBOCK, CITY OF
9/24/2021



Regular City Council Meeting

7. 19.

Meeting Date: 10/12/2021

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Agreement 16113 and related documents, 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, Universal SIP2, NCIP Interface, Debt Collection Agency Interface, Enriched Content Basic Public Subscription, BLUEcloud Visibility & Analytics Platform Pro Subscriptions.

Fiscal Impact

The first-year cost of the contract for October 1, 2021 - September 30, 2022, is \$78,722.13, and is budgeted in the Information Technology FY 2020-21 Operating Budget.

The total five-year Proposed Customer Service Agreement is \$417,111.77, and will be budgeted in the Information Technology Operating Budget.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
James C. Brown, Director of Information Technology

Attachments

Resolution - SirsiDynix
Contract - SirsiDynix

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. 16113, 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 of McKinney, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney



QUOTE

Quote 110445 for:

Lubbock Public Library

Quote valid until: December 14, 2021

Prepared by: Linda Bone,
Inside Account Manager

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Purchase Details

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

	Year 1	Estimated Year 2	Estimated Year 3	Estimated Year 4	Estimated Year 5
Active Products Total	78,722.13	81,005.07	83,354.22	85,771.49	88,258.86

Active Products

Quantity	Total Price	Component	Note
1.00	439.55	3M Self Check Interface	
1.00	8,994.86	BLUEcloud Analytics Platform Pro, Annual Subscription	
1.00	5,818.34	BLUEcloud Visibility, Annual Subscription	
1,400.00	4,398.19	Enriched Content Basic Public Subscription (Per 1000 Circ)	
1.00	4,748.91	SirsiDynix Enterprise, SaaS Annual Subscription	
1.00	0.00	SirsiDynix eRC Connector for OverDrive, Annual Subscription	
1.00	2,911.81	SirsiDynix eResource Central Gateway Services, Annual Subscription	
1.00	29,732.26	SirsiDynix Symphony SaaS Core	
1.00	2,382.39	SirsiDynix Symphony SaaS Debt Collection Agency Interface	
1.00	1,492.97	SirsiDynix Symphony SaaS NCIP Interface Per Certified Vendor	
1.00	0.00	SirsiDynix Symphony SaaS ReferenceLIBRARIAN	
1.00	7,433.06	SirsiDynix Symphony SaaS Serials	
1.00	7,433.06	SirsiDynix Symphony SaaS Universal SIP2	
1.00	1,798.46	Training - Subscription, Value Instructor-Led	
1.00	1,138.27	Training - Subscription, Yearly eLearning - 5 users	

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

1.00	0.00	Web Services, Basic for SirsiDynix Enterprise	
78,722.13		Active Product Total Year 1	

Initial Term: Five (5) Years

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: 2.9% until Term renewal

The Initial Term and the Initial Term Annual Price Increase Cap set forth above shall apply to Active Products and new purchased Products/Services.

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/integrated products/services if a Third Party vendor increases pricing for Third Party/integrated products/services.

Any applicable discount shall be applied on final payment. Any and all 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.

This Purchase Details section may not include pre-existing obligations for ongoing Products not listed in the Quote.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.



Terms and Conditions

Current Contract License Limits:

Up to 1,530,000 annually circulated items.

Up to 100 Staff Users.

Customer shall not integrate products offered by third parties into Software, Subscriptions or Subscription Software without additional license from SirsiDynix.

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

Payment Terms

The term of any quoted products is for no less than the Initial Term and shall automatically renew for the length of the Initial Term. Subsequent years' Maintenance and Subscription fees are to be paid annually in advance. Following the first year of System operation, Maintenance and Subscription 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 reference to license metrics and/or licensed amounts included in this quote shall be applicable only to the Products and/or services mentioned in this quote. This document and any software or professional services associated with this document are hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties. In the event Customer desires or requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2021 Sirsi Corporation - All Rights Reserved



Signature(s)

The parties agree to the terms of Attachment "A" and "B" attached hereto and incorporated by reference.

**Customer Signature:
Lubbock Public Library**

By: _____
(Authorized Signature)

Name: DANIEL M. POPE
(Printed)

Job Title: MAYOR

Date: _____

SirsiDynix Signature:

DocuSigned by:
William Davison, Jr
By: 9D43ECC0A9C34C7
(Authorized Signature)

Name: William Davison, Jr
(Printed)

Job Title: CEO

Date: Sep-23-2021 | 13:08 MDT

Billing Address:

Lubbock Public Library
1306 Ninth Street
Lubbock
Texas 79401
United States

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.



ADDENDUM TO AGREEMENT WITH
SirsiDynix Quote 110445

This Addendum to the above referenced Agreement is made and entered into by and between the City of Lubbock (the "City"), A Texas Municipal Corporation, and SirsiDynix ("Vendor").

- (1) 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.
- (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 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.
- (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, 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.
- (5) 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.
- (6) 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.

- (7) This Agreement is subject to all present and future valid laws, orders, rules and ordinances and/or regulations of the United States of America, the State of Texas, the Parties, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute or claim arising under this Agreement shall be in a court of appropriate jurisdiction in Lubbock County, Texas exclusively.
- (8) 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.
- (9) In the event of any conflict between either the terms and provisions of this Addendum and the Agreement, this Addendum will control.

**City of Lubbock, TX
Purchasing & Contract Management
INSURANCE COVERAGE REQUIRED**

TYPE OF INSURANCE	COMBINED SINGLE LIMIT
GENERAL LIABILITY	
<input checked="" type="checkbox"/> Commercial General Liability	General Aggregate <u>1,000,000</u>
<input type="checkbox"/> Claims Made <input type="checkbox"/> Other _____	Products-Comp/Op AGG <u>x</u>
<input type="checkbox"/> W/Heavy Equipment <input checked="" type="checkbox"/> Occurrence	Personal & Adv. Injury <u>x</u>
<input type="checkbox"/> To Include Products of Complete Operation Endorsements	Contractual Liability <u>x</u>
	Fire Damage (Any one Fire) _____
	Med Exp (Any one Person) _____
<input type="checkbox"/> PROFESSIONAL LIABILITY <input type="checkbox"/> Occurrence	General Aggregate _____
<input type="checkbox"/> or Technical Errors and Omissions	
<input checked="" type="checkbox"/> CYBER LIABILITY <input type="checkbox"/> Occurrence	General Aggregate <u>1,000,000</u>
OTHER:	
<input type="checkbox"/> _____ <input type="checkbox"/> Occurrence	General Aggregate _____
AUTOMOTIVE LIABILITY	
<input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos	Per Occurrence _____
<input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos	
<input type="checkbox"/> Non-Owned Autos	Aggregate _____
EXCESS LIABILITY	
<input type="checkbox"/> Umbrella Form	Each Occurrence _____
	Aggregate _____
GARAGE LIABILITY	
<input type="checkbox"/> Any Auto	Auto Only - Each Accident _____
<input type="checkbox"/> _____ Other than Auto Only:	Each Accident _____
	Aggregate _____
<input type="checkbox"/> BUILDER'S RISK <input type="checkbox"/> 100% of the Total Contract Price	
<input type="checkbox"/> INSTALLATION FLOATER <input type="checkbox"/> 100% of the Total Material Costs	
<input type="checkbox"/> POLLUTION	_____
<input type="checkbox"/> CARGO	_____
<input type="checkbox"/> WORKERS COMPENSATION or OCCUPATONAL MEDICAL AND DISABILITY	_____
<input type="checkbox"/> EMPLOYERS' LIABILITY	_____
OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED	
<input checked="" type="checkbox"/> City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory basis.	
<input checked="" type="checkbox"/> To include Products and Completed Operations Endorsements	
<input checked="" type="checkbox"/> Waiver of subrogation in favor of the City of Lubbock on all coverages	
<input type="checkbox"/> No insurance required.	
Additional Comments:	

MASTER AGREEMENT BETWEEN LUBBOCK PUBLIC LIBRARY AND SIRSIDYNIX

1. PURPOSE AND SCOPE

1.1 Parties and Effective Date. This Master Agreement (the "Master Agreement") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer identified in the signature block below ("Customer"), with effect on the date of the last signature below ("Effective Date").

1.2 Purpose. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Products by SirsiDynix to Customer. Additional terms for the purchase of a specific Product are set forth in the Quote(s). By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of this Master Agreement and the Quote(s) for Products purchased by Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

1.3 Incorporation of Quotes. "Quote" means the document(s), regardless of actual name, executed by the parties which is incorporated by reference into the terms of this Master Agreement, and describes order-specific information, such as description of Product ordered, License Metrics, fees, statements of work, exhibits and milestones. At any time after execution of the Master Agreement and the initial Quote, Customer may purchase additional Products or otherwise expand the scope of existing licenses or Subscriptions granted under a Quote, upon SirsiDynix receipt and acceptance of a new Quote specifying the foregoing.

1.4 Incorporation of EULAs. Customer's use of any Third Party Products licensed hereunder or incorporated in the Products may be subject to, and Customer shall sign and comply with, any applicable EULAs.

1.5 Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Quote, the terms and conditions of the Master Agreement shall control, except where the Quote expressly states the intent to supersede a specific portion of the Master Agreement. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

2. PRODUCTS USE RIGHTS; TITLE

2.1 Generally. Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased pursuant to a Quote.

2.2.1 Software License. Subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, and non-transferable license to (i) install, run and use the Software identified in the Quote in the Operating Environment solely for Internal Business Purposes, and (ii) use the Documentation in connection with such use of the Software. Customer may not make copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such upon request. **2.2.2** Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated on more than one hardware platform, except temporarily during the process of platform

migration. **2.2.3** Customer shall use the Third Party Products solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Products than it has to the SirsiDynix Software. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements.

2.3.1 Subscriptions. For Subscriptions purchased by Customer, and subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Sections 2.7 and 2.9 and timely payment of the applicable fees, SirsiDynix grants to Customer the right to access and use the Subscription identified in the Quote solely for Internal Business Purposes and to use the Documentation in connection with such access and use for the Term. SirsiDynix shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events, or emergency downtime events, or Internet service provider failures or delays. SirsiDynix will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services 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. **2.3.2** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally 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 shall not encrypt Subscription traffic except as may be available through the SirsiDynix VPN solution. **2.3.3** Customer is responsible for maintaining the confidentiality of all 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 account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. **2.3.4** Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the 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 which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (d) constitutes sensitive personal information such as social security numbers, credit card information, or drivers license numbers; or (e) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Subscriptions, not to interfere with another customer's use

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and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, without notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix reasonably determines that such user has violated these terms and conditions. 2.3.5 The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms. 2.3.6 In the event that Customer is locally hosting Subscription Software, SirsiDynix hereby grants to Customer, subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, a limited, non-exclusive, non-transferable grant of use to locally install and use the Subscription Software solely for Customer's internal business purposes. The grant of use for Subscription Software is not a license and remains in effect only while Customer is timely paying its Subscription fees to SirsiDynix. If Customer fails to timely pay Subscription fees, Customer must immediately discontinue use of and certify to SirsiDynix the removal of Subscription Software.

2.4.1 Services. Services are described in the Quote. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to the scope of Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. 2.4.2 Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. Customer's data must be provided to SirsiDynix in a format reasonably approved by SirsiDynix or additional charges will apply. Customer shall be responsible for providing secured access to Customer's systems to SirsiDynix. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.

2.5. Software Maintenance. 2.5.1 Subject to Customer's timely payment of applicable fees, SirsiDynix will provide during the Term Maintenance services for the Software in accordance with the maintenance plan indicated in the Quote, provided however that with respect to Third Party Products, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. All licenses in Customer's possession must be supported under the same maintenance plan. 2.5.2 Updates are provided if and when available, and SirsiDynix is under no obligation to develop any future programs or functionality. 2.5.3 SirsiDynix is under no obligation to provide Maintenance with respect to: (i) a Product that has been altered or modified by anyone other than SirsiDynix or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) a Product 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 the Product; or (v) any systems or programs not supplied by SirsiDynix. 2.5.4 For the avoidance of doubt, Updates provided under Maintenance services are subsequent minor or maintenance releases to the standard Products, excluding custom development or customizations whether such customizations are performed by SirsiDynix or by Customer or a third party. SirsiDynix reserves the right to charge Client for any reintegration work required to make customizations compatible with future releases. 2.5.5 If ordered, Maintenance must be ordered for all Software and all associated License Metrics licensed by Customer. Customer may not purchase or renew Maintenance for a subset of its licenses only. 2.5.6 If an Error was corrected or is not present in a more current release of the Product, SirsiDynix shall have no obligation to correct such Errors in prior releases of the Software. 2.5.7 Fees for Maintenance Services do not include implementation, training and other Professional Services. 2.5.8 It is Customer's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Customer to effectively use the Software. Failure to do so could result in additional Maintenance fees if

service requests are deemed excessive as a result of insufficient training, at SirsiDynix's discretion. 2.5.9 In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance fee that would have been payable during the period of lapse. 2.5.10 For Software licenses and Subscription Software, Customer is solely responsible for the installation of Updates and agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment. With respect to Subscriptions, SirsiDynix is responsible for the implementation of Updates and shall no longer provide access to any previous release upon the date SirsiDynix migrates to a new Update for production use in SirsiDynix's hosted environment.

2.6.1 Hardware and Hardware Maintenance. Title to the Hardware identified in the Quote, if any, shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall 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. 2.6.2 SirsiDynix does not provide support for Hardware unless Customer purchases any available maintenance associated with such Hardware. Such Hardware maintenance may be provided through a third party and is subject to that third party's standard terms, conditions and warranties, if any.

2.7 License Metrics. Customer may not use the Products in excess of the License Metrics specified in the Quote. Additional License Metrics and associated Maintenance must be purchased at the pricing in effect at the time the additional License Metrics are added in the event actual usage exceeds the licensed quantity, prorated for the remainder of the then-current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage. The number of License Metrics provided in the initial Quote is a minimum amount that Customer has committed to for the Term and there shall be no fee adjustments or refunds if any decreases in usage.

2.8 Reservation of Rights. All rights not expressly granted in the Master Agreement are reserved by SirsiDynix and its third party providers. Customer acknowledges that: (i) all Software is licensed and not sold and all Subscriptions and Content are subscribed to and not sold; (ii) Customer acquires only the right to use the Protected Materials. 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 Protected Materials and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its third party providers. Customer agrees to secure and protect the Products consistent with the maintenance of SirsiDynix's and its third party providers' rights in the Products, as set forth in this Master Agreement.

2.9 Restrictions. Unless specifically permitted or licensed by SirsiDynix, Customer shall 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 Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof, (vi) use the Protected Materials to provide processing services to third

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parties, or otherwise use the same on a "service bureau" basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

2.10 Customer Data. SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Notwithstanding Customer's ownership of Customer Data, at the end of the Term SirsiDynix shall only be obligated to provide to Customer extractable Customer Data at no additional charge in a supported MARC and/or ASCII delimited format. SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

2.11 License Grant by Customer. Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Master Agreement.

2.12 Enforcement. Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Master Agreement.

3. FINANCIAL TERMS

3.1.1 Fees and Payment Terms. The Customer shall pay the amounts set forth in the Quote. Subject to the provisions of the Quote, SirsiDynix may annually increase the fees of Subscription, Subscription Software and/or Maintenance upon 30 days written notice in advance. Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at the higher of 1½% per month or the highest rate allowed by law. If Customer fails to make payments of any amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon ten (10) days written notice to Customer. **3.1.2** Unless expressly provided otherwise, amounts paid or payable for Software, Subscriptions, Subscription Software and Hardware are not contingent upon the performance of any Services.

3.2 Taxes. Customer agrees to pay any sales tax arising out of the Master Agreement, other than those based on SirsiDynix's net income. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate upon execution of the Master Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying such sales tax due.

3.3 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 comments made by SirsiDynix regarding future functionality or features.

4. CONFIDENTIALITY

4.1 Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Master Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

4.2 Exceptions. Information shall not be considered Confidential Information to the extent, but only 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 one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains any personally identifiable information; or (vi) is required to be disclosed by

law provided the receiving party has promptly notified the disclosing party of such requirement and allowed 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 acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

5. PRIVACY

Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information, including providing notices to or obtaining permission from third parties to allow sharing of their personally identifiable information with SirsiDynix under the Master Agreement. Customer will indemnify SirsiDynix for any breach of this representation and warranty. No personally identifiable information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law.

6. INDEMNIFICATION

6.1.1 By SirsiDynix. SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software (excluding Content and Third Party Products) infringe a third party's USA patent, registered copyright, or registered trademark ("Claim"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix. **6.1.2** SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software with software or data not provided by SirsiDynix. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing SirsiDynix Software; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

6.2 By Customer. To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding 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; (ii) any claim by a Customer user or (iii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Master Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

7. WARRANTIES; REMEDIES; DISCLAIMERS

7.1 SirsiDynix Software. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software, as updated by SirsiDynix and used in accordance with the Documentation and in the Operating Environment, will operate in all material respects in conformity with the Documentation.

If SirsiDynix Software does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify

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SirsiDynix in writing of its claim. Provided that such claim is reasonably determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice; (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Software license and Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software at SirsiDynix's discretion. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

7.2 SirsiDynix Subscriptions. SirsiDynix warrants that Subscriptions, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.

7.3 Exclusions. SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the SirsiDynix Software by anyone other than SirsiDynix; (ii) the combination, operation or use of the SirsiDynix Software with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected releases of the SirsiDynix 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 the Documentation.

7.4 Third Party Products. SirsiDynix warrants that it is an authorized distributor of the Third Party Product and that with the execution of this Master Agreement and the applicable EULA, Customer will have the right to use such Product in accordance with the terms and conditions of the terms of this Master Agreement and the applicable EULA. SIRSIDYNIX MAKES NO OTHER WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCTS. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO SIRSIDYNIX, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. THIRD PARTY PRODUCTS ARE MADE AVAILABLE BY SIRSIDYNIX ON AN "AS IS, AS AVAILABLE" BASIS.

7.5 Hardware. SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall 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 SUCH HARDWARE OR HARDWARE MAINTENANCE SHALL BE PURSUANT TO THE MANUFACTURER'S WARRANTY, IF ANY.

7.6 Disclaimers. THE WARRANTIES SET FORTH IN THIS MASTER 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, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY PRODUCTS WILL BE ACCURATE, RELIABLE AND 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 SHALL CREATE 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 PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. 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.

8. EXCLUSION AND LIMITATION OF LIABILITY

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE MASTER AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

8.2 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.

8.3 NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ARISES.

9. TERM AND TERMINATION

9.1 Term of Master Agreement. Subject to Section 10.12 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Quotes, unless otherwise terminated earlier as provided hereunder.

9.2 Product and Services Term. The respective initial term of Software Maintenance, Hardware Maintenance, Subscriptions, and Subscription Software as applicable, is specified in the Quote ("Initial Term"). The Initial Term and any renewal term shall automatically renew for the same length as the Initial Term unless either party gives written notice 60 days prior to the end of any previous Term of its intention to terminate the Subscription or Maintenance service. The Initial Term and renewal terms are referred to as the "Term".

9.3.1 Termination. Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement, or if the other party fails to cure any remediable material breach or 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 the Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement **9.3.2** Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Product and Confidential Information and acknowledges that its rights to use the same are relinquished.

9.4. Suspension. SirsiDynix will be entitled to suspend any or all performance upon 10 days written notice to Customer in the event Customer is in breach of the Master Agreement. Further, SirsiDynix may suspend Customer's use of and access to all or a portion of the Subscriptions if, and so long as, in SirsiDynix's sole judgment, there is a security risk created by Customer 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.

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10. GENERAL PROVISIONS

10.1 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

10.2 Assignment. SirsiDynix may assign the Master Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Master Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above, SirsiDynix may fulfill its obligations hereunder through its affiliated companies.

10.3 Cooperation. Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and 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 shall allow SirsiDynix to deem the Product purchased by Customer to be fully accepted and delivered. In the event any delay in implementing Products is caused by Customer resulting in SirsiDynix incurring additional expenses, the Customer shall pay to SirsiDynix the amount of such additional expenses.

10.4 Delegation. SirsiDynix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance of any such subcontractors.

10.5 Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Master Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

10.6 Export Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

10.7 Non-solicitation. During the term of this Master Agreement 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 general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

10.8 Compliance. During the term of this Master Agreement and for a period of one year following its termination, SirsiDynix shall have the right to verify Customer's full compliance with the terms and requirements of the Master Agreement. If such verification process reveals any noncompliance by Customer, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process incurred by SirsiDynix (including but not limited to reasonable attorneys' fees) , and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDynix's termination rights and do not affect SirsiDynix's right to payment for Products and interest fees related to usage in excess of the License Metrics.

10.9 Notices. Any notice required or permitted to be sent under the Master Agreement shall be delivered by hand, by overnight courier, by email

to SirsiDynix at legak@sirsidynix.com, or by email to Customer at any current Customer email address routinely used by SirsiDynix, or by registered mail, return receipt requested, to the address of the parties set forth in the Master Agreement or to such other address of the parties designated in writing in accordance with this subsection.

10.10 Relationship. The Master Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

10.11 Invalidity. If any provision of the Master Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.12 Survival. The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.7, 2.8, 2.10, 2.12, 3, 4, 5, 6, 7, 8, 9, and 10.

10.13 No Waiver. Any waiver of the provisions of the Master Agreement or of a party's rights or remedies under the Master Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Master Agreement shall 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 hereunder. 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 the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Master Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.

10.14 Entire Agreement. The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. Notwithstanding the precedence of this Master Agreement, any existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Master Agreement will be binding unless in writing and signed by an authorized representative of each party.

10.15 Third Party Beneficiaries. All rights and benefits afforded to SirsiDynix under the Master Agreement shall apply equally to the owner of the Third Party Products with respect to the Third Party Products, and such third party is an intended third party beneficiary of the Master Agreement, with respect to the Third Party Products.

10.16 Governing Law and Venue. The Master Agreement shall 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. Any dispute shall be litigated in the state or federal courts located in Utah to whose exclusive jurisdiction the parties hereby consent. In addition, the Customer hereby waives any objection the customer may have based upon lack of personal jurisdiction, improper venue and/or "forum non conveniens".

10.17 Application of Laws. The parties agree that this contract is not a contract for the sale of goods; therefore, the Master Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

10.18 Counterparts. The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Master Agreement, and that facsimile, electronic

Customer Initial and Date: _____

File: Lubbock Public Library

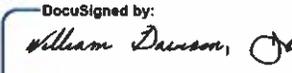
GC# 331339

and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

10.20 Attorney's Fees. In the event a party seeks and obtains a remedy in the courts for its rights under this Master Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees and cost.

10.19 Headings and Drafting. The headings in the Master Agreement shall not be used to construe or interpret the Master Agreement. The Master Agreement shall not be construed in favor of or against a party based on the originator of the document.

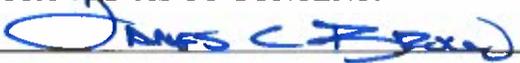
END OF MASTER AGREEMENT

Lubbock Public Library 1306 Ninth Street Lubbock, Texas 79401	Sirsi Corporation SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Suite 500 Lehi, UT 84043
Sign: _____	DocuSigned by:  Sign: _____ 9D43E668A063467...
Print Name: <u>DANIEL M. POPE</u>	Print Name: <u>William Davison, Jr</u>
Title: <u>MAYOR</u>	Title: <u>CEO</u>
Date: _____	Date: <u>Sep-23-2021 13:08 MDT</u>

ATTEST:

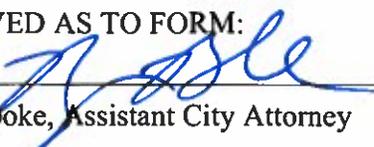
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



James Brown, Chief Information Officer

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

Customer Initial and Date: _____

Exhibit A - DEFINITIONS

"Circulation" means the checkout of a Library Item to a patron, the checkout of a Library Item for the purpose of tracking in-library usage, the renewal of a Library Item, or an action functionally identical to any of the preceding acts.

"Confidential Information" means information of SirsiDynix and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Master Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

"Content" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer receives through a Subscription.

"Customer Data" means any electronic data, information or material provided or submitted by Customer (including the Customer's patrons and users) to SirsiDynix through a Subscription or Services, or which Customer (including the Customer's patrons and users) enters into the Subscription or Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Master Agreement. Customer Data does not include non-personally identifiable information aggregated by SirsiDynix.

"Documentation" means the user instructions, release notes, manuals and on-line help files made available by SirsiDynix regarding the use of the applicable Product.

"Effective Date" is defined in section 1.1.

"Error" means a material failure of a Product to conform to its functional specifications described in the Documentation.

"EULA" means the end user license agreement that accompanies the Third Party Product, which governs the use of or access by Customer to the applicable Third Party Product.

"Go Live Date" means the date on which the Products are substantially ready for operational use for normal daily business.

"Hardware" means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

"Intellectual Property" means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

"Internal Business Purposes" means Customer's internal use but does not include (1) sharing Confidential Information or Intellectual Property with third parties without SirsiDynix written consent or (2) integration of third party

products by any means into Software, Subscriptions or Subscription Software without additional SirsiDynix license.

"License Metrics" means limits on Product usage as set forth in the Quote such as Titles, Circulation, Users, students, seats, and reports.

"Maintenance" means the technical support and, with respect to Software, the provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix's support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. A current version of such Support Policies can be found under "SirsiDynix Support Policies" (Document ID 125773) at <http://support.sirsidyndix.com>.

"Operating Environment" means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

"Professional Services" means data conversion, implementation, site planning, configuration, integration and deployment of the Software or Subscriptions, training, project management and other consulting services.

"Products" means Software, Subscriptions, Subscription Software, Services and Hardware.

"Protected Materials" means Software and work product provided by SirsiDynix under Services, Subscriptions, Subscription Software and SirsiDynix's or its licensors' Intellectual Property and Confidential Information.

"Quote" is defined in Section 1.3.

"Services" means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; and (ii) that part of Maintenance that is technical support, excluding the provision of Updates.

"SirsiDynix Software" means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine-readable object code (not source code), the Documentation for such product, and any Updates thereto.

"Software" means the SirsiDynix Software and Third Party Software.

"Subscriptions" means the provision of access by SirsiDynix or its hosting providers to Software and/or Content from a server farm that is comprised of application, data and remote access servers, including associated offline components including but not limited to cloud services and web access to Content.

"Subscription Software" means Subscriptions hosted by Customer. Customer does not have a license in Subscription Software.

"Term" is defined in section 9.2.

"Titles" means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple items, representing either identical items or volumes in a set, may be included in a single Title.

"Third Party Products" means software or content including documentation and updates if any, owned by an entity other than SirsiDynix and provided by SirsiDynix in connection with Products.

"Updates" means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products, modules, platform or functionality for which SirsiDynix charges a separate fee.

"Users" means Customer's employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.

Customer Initial and Date: _____



Regular City Council Meeting

7. 20.

Meeting Date: 10/12/2021

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute an agreement, with Wild West Harley-Davidson, to lease fourteen Police motorcycles and related equipment, for use by the Police Department.

Item Summary

In response to ITB 21-15797-KM, a sole bidder, Wild West Harley-Davidson, responded with a bid of \$64,512 for a 5-year lease. The staff recommends award of this contract to Wild West Harley-Davidson.

The lease agreement will allow the Police Department to continue motorcycle traffic enforcement and police escort services. The police motorcycle squads are integral parts of the department's enforcement of traffic laws, due to their maneuverability in congested traffic conditions and ability to enforce traffic laws from areas not accessible to other police vehicles. Additionally, police motorcycle units provide escort services for funerals, parades, dignitaries, and other related functions.

The contract agreement is for a period of 60 months with new motorcycles being exchanged every 36 months.

Fiscal Impact

The monthly lease payment is \$384 per motorcycle. The annual cost to lease 14 motorcycles is estimated to be \$64,512, with additional costs incurred from scheduled maintenance, including oil changes and inspections.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution - Lease for Motorcycles
Agreement - Harley-Davidson Motorcycles
Project Summary Sheet - Motorcycle Lease

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 Lease and Maintenance Agreement for Police Motorcycles, per ITB 21-15797-KM, by and between the City of Lubbock and Wild West Harley-Davidson of Lubbock, Texas, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

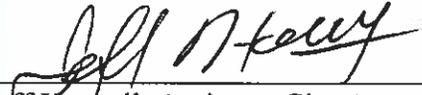
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Floyd Mitchell, Chief of Police

APPROVED AS TO FORM:



Jeff Hartsell, Assistant City Attorney

City of Lubbock, TX
Lease and Maintenance Agreement for Police Motorcycles

Motorcycle Lease Agreement

Wild West Harley-Davidson (referred to as “Lessor”) agrees to lease to the City of Lubbock (referred to as “Lessee”) and Lessee agrees to lease from Lessor the motorcycles and equipment described in the attached Appendix A (referred to as leased property) under the following terms and conditions.

1. Lease Term

The term of this lease shall begin on the first day after delivery of the new bikes and continue for a period of thirty-six (36) consecutive months. The property leased under this agreement must be used solely for police and related law enforcement activities. Only one rider per motorcycle is permitted at one time.

2. Payment Period

Lessee shall pay to Lessor a monthly lease payment of **\$384** per motorcycle, with CPI annual increase not to exceed 5%. The first payment is due and payable at Lessor’s place of business, **Wild West Harley-Davidson, 5702 58th St, Lubbock, TX 79424**, on the first day of March 2022 or the first day of month after delivery of the new motorcycles, whichever comes first and each subsequent payment will be due on the first day of each subsequent month during the term of the lease.

3. Insurance

Lessee shall maintain at its own expense insurance against casualty, bodily injury, property damage, and loss caused by or arising from the use and operation of the leased property. Coverage shall be pursuant to Resolution 2672 dated October 22, 1987, Section IV, item E, “the City of Lubbock Liability Self Insurance Program”. Lessee also shall maintain insurance sufficient to reimburse Lessor for **\$25,000.00** as per Section 7 of this agreement. Certificates or other satisfactory evidence of insurance will be furnished to Lessor by Lessee upon execution of this lease.

4. Liens

Lessee shall not directly or indirectly create, incur, grant or cause to be attached any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the leased property without the Lessor’s prior written approval. Lessee shall immediately, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim if same shall arise at any time due to the Lessee’s action or inaction.

5. Taxes and Fees

Lessee shall pay all appropriate taxes or fees or similar charges imposed by virtue of Lessee's ownership, possession or use of the leased property during the term of this agreement. This section shall not require Lessee to pay taxes, fees or charges from which Lessee is exempt pursuant to its status as a municipal corporation.

6. Care and Use of Equipment

Lessee agrees to maintain at its own expense the leased property in accordance with the manufacturer's standard preventive maintenance contract and /or recommendations if any. All repairs shall be made at Wild West Harley-Davidson, 5702 58th St, Lubbock, TX 79424. Lessee, at its own expense, shall deliver the leased property to Wild West Harley-Davidson at regular Maintenance intervals set up by Lessor in accordance with the service schedule attached as Exhibit B. However, the repair and replacement of tires, regardless of reason, as well as purchase and use of gasoline and petroleum products will be the sole responsibility and expense of Lessee.

Lessee shall use reasonable care to protect the leased property from loss, theft, damage or deterioration, other than reasonable wear and tear. Lessee shall use the leased property for reasonable and customary police activities only, without abuse, and shall not make modifications, alterations or additions to the leased property without the written consent of Lessor, which shall not unreasonably be withheld.

Lessor shall have the right, immediately after notifying Lessee during regular business hours, to enter upon the premises where the leased property is located to inspect, observe or protect the Lessor's interest. Lessee shall afford the Lessor reasonable opportunity to do so.

7. Damage or Deterioration of Property

In the event the leased property is damaged or destroyed by anyone, regardless of fault, while in the possession, custody or control of Lessee, the Lessee shall immediately have the leased property repaired and restored to its original condition, less reasonable wear and tear, at Lessee's own expense.

In the case of theft or total loss of the leased property, Lessee shall immediately pay Lessor the replacement value of the leased property, which shall be \$25,000.00 each.

8. Rider Responsibility and Privileges

Lessee shall be responsible for keeping the motorcycles clean and shall immediately report any needed repairs to the Lessor. Lessee may allow riders to use the leased property to travel to and from work provided that the leased property is fully insured as herein required and that the distance to and from work is no more than 50 miles each way.

9. Events of Default and Remedies

Lessee shall be deemed to be in default under this agreement upon the happening of any of the following events:

- A. Lessee fails to make any periodic payment or fails to make any other payment required hereunder, or,
- B. Lessee breaches or fails to perform any term, covenant, condition or provision of this agreement.

Upon occurrence of any event of default as specified above, and should Lessee fail to remedy such event of default within a period of thirty (30) days after default occurs, Lessor shall have the right, after mailing written notice to Lessee of Lessor's intent to pursue any of the following remedies:

- 1. To repossess the leased property, which includes the right to sell or lease the property for the account of the Lessee, or to hold the Lessee liable for all accrued and unscheduled payments under the lease term. Lessor may, at its option, hold lessee responsible for the difference between payments payable under this agreement and the amount received, if any by Lessor for re-leasing property upon repossession. However, Lessor has no duty to re-lease property.
- 2. To initiate any action at law or in equity as may appear necessary in Lessor's sole discretion, or
- 3. To pursue and obtain any other remedy allowed in law or in equity. Lessor shall be deemed to be in default under this agreement upon the happening of any of the following events:
 - 1. Lessor fails to effect repairs to the leased property under Section 7 of this agreement within a reasonable time after delivery to Lessor.
 - 2. Lessor breaches or fails to perform any term, covenant, condition or provision of this agreement.

Upon the occurrence of any event of default as specified in paragraphs 1 or 2 above, and should Lessee fail to remedy such event default within a reasonable time after default occurs, Lessee shall have the right, after mailing written notice to the Lessor, to cancel this agreement without incurring any further liability or obligations hereunder.

10. Termination

This agreement may be terminated by either party at the end of the third budget year of the Lessee during the term of the contract. Lessor, however, shall be entitled to all lease payments due or accrued to the date of such termination. Written notice of Lessee's intent to terminate must be sent to the Lessor at Lessor's business address at least thirty (30) days before the agreement is terminated.

11. Maintenance and Equipment

Lessee shall furnish its own radios and all equipment necessary to operate said radios. Maintenance and installation of said radios shall be the sole responsibility of Lessee.

12. Sub-Lease or Assignment

This agreement may not be assigned by either Lessor or Lessee. Neither Lessor nor Lessee may effect the sub-leasing of the leased property

13. Purpose

Lessee represents, and Lessor expressly relies upon the representation in entering this contract, that the leased property is necessary to preserve or protect the public health and safety of Lubbock, Texas residents.

14. Ownership

The parties to this lease agree that ownership of the leased property shall remain, at all times, in the Lessor's possession. This document represents a lease, not a lease-purchase agreement.

15. Invalidity Clause

Should any term, condition, or provision of this contract be deemed or held invalid for any reason, all other terms, conditions and provisions shall, nevertheless, remain fully enforceable. The entire contract shall not be rendered void.

16. Venue and Jurisdiction

This contract is performable in Lubbock County, Texas. Furthermore, the laws of Texas will control its interpretation and the resolution of all disputes arising under and related to it.

17. Entire Agreement

This contract constitutes the entire agreement between parties. Any prior or contemporaneous representations or promises are not binding unless expressly included herein. Furthermore, this agreement cannot be modified except in writing signed by both parties.

18. 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 document, this provision shall control.

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

20. Lessor Acknowledges

Lessor acknowledges by supplying any Goods or Services that the Lessor 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 Lessor 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 Lessor, 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.

21. Texas Government Code Section 2252.152

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.

22. Texas Public Information Act

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Lessor agrees that the contract can be terminated if the Lessor 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, Lessor 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.

23. Texas Government Code Section 2271.002

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.

24. Confidentiality

The Lessor 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.

25. Indemnity

The Lessor 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 Lessor, its agents, employees, and/or sublessors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Daniel M. Pope, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Floyd Mitchell
Floyd Mitchell, Chief of Police

APPROVED AS TO FORM:

Jeff Hartsell
Jeff Hartsell, Deputy City Attorney

CONTRACTOR

BY Michael Keeton
Authorized Representative

Michael Keeton
Print Name

5702 58th St
Address

Lubbock, TX 79424
City, State, Zip Code

Exhibit B
Minimum Required Maintenance Schedule
Harley-Davidson FLHP

First Scheduled Maintenance.....1,000 Mile interval service
(Additional service at 5000 mile intervals as indicated)
5,000 Mile interval service
10,000 Mile interval service
15,000 Mile interval service

- Change engine oil and filter
- Inspect air cleaner and service as required
- At 1,000, 5,000, and 10,000 mile intervals: change primary chain case lubricant; adjust primary chain; adjust clutch; change transmission lubricant and clean magnetic drain plugs.
- Check/adjust drive belt.
- Lube the foot shift/brake lever bearings
- Inspect brake pads and discs for wear
- Check brake fluid reservoir levels and condition
- Inspect oil lines and brake system for leaks
- Lubricate the following:
 1. Front brake hand lever
 2. Throttle control cables
 3. Throttle
 4. Clutch control cable and hand lever
 5. Jiffy stand
- Inspect fuel lines and fittings for leaks
- Check/adjust tire pressure and inspect tread and state any safety concerns on RO
- Check battery and clean battery connections
- Check operation of all electrical equipment and switches
- Check air suspension-pressure, operation and leakage
- Check stabilizer links and engine mounts
- Check tightness of all critical fasteners:
 1. Hand controls
 2. Brake system
 3. Axle nuts
 4. Front fork components
 5. Riser and handlebar fasteners
- Check engine idle speed adjustment
- Inspect spark plugs
- Change spark plugs (10,000 Mile)
- Lubricate hinges, latches, fuel door, tour pak and saddlebags
- Lubricate and adjust steering head bearings/as needed
- Repack fork bearings/as needed
- Road test

APPENDIX A

LEASED PROPERTY:

Up to Fourteen (14) Harley-Davidson FLHP ROAD KING POLICE motorcycles with standard equipment, ABS brakes, siren, front pursuit lamps, engine guard strobe lights, and Tour-Paks with integrated LED/strobe lights.



Purchasing and Contract Management

Project Summary

ITB 21-15797-KM

Lease and Maintenance Agreement for Police Motorcycles

Notice was published in the Lubbock Avalanche Journal on April 4 & April 11, 2021.

Notice was published on the Purchasing Web Site under Bid Opportunities.

Notice was published on BidSync.com and Bonfire.com from March 31 to April 20, 2021.

4 individuals attended the pre-bid meeting.

15 vendors viewed using BidSync.com and Bonfire.com.

5 vendors downloaded the documents.

1 vendor was notified separately.

1 vendor submitted a bid.



Regular City Council Meeting

8. 1.

Meeting Date: 10/12/2021

Information

Agenda Item

Resolution - City Secretary: Consider a resolution adopting redistricting criteria to apply to development of new districting plans.

Item Summary

The City Council has certain responsibilities for redistricting the City Councilmember Districts, under federal and state law. A review of the 2020 Census data reveals that a population imbalance exists among the City Councilmember Districts, requiring redistricting of those districts. It is the City's intent to comply with the Voting Rights Act and will all other relevant law. Therefore, a set of established redistricting criteria will serve as a framework to guide the City in the formulation and consideration of districting plans. Redistricting criteria will provide the City a means by which to evaluate proposed plans, and will assist the City in its efforts to comply with all applicable federal and state laws.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Resolution (c) - Redistricting Criteria

RESOLUTION

WHEREAS, this City Council has certain responsibilities for redistricting under federal and state law including but not limited to Amendments 14 and 15 to the United States Constitution, U.S.C.A.; section 2 of the Voting Rights Act, 52 U.S.C.A. §10301; and Tex. Gov't Code Ann. §§ 2058.001 and 2058.002; and

WHEREAS, a review of the 2020 census data reveals that a population imbalance exists among the City's councilmember districts requiring redistricting of those districts; and

WHEREAS, it is the intent of the City to comply with the Voting Rights Act and with all other relevant law, including *Shaw v. Reno* jurisprudence; and

WHEREAS, a set of established redistricting criteria will serve as a framework to guide the City in the formulation and consideration of districting plans; and

WHEREAS, redistricting criteria will provide the City a means by which to evaluate proposed plans; and

WHEREAS, redistricting criteria will assist the City in its efforts to comply with all applicable federal and state laws; NOW, THEREFORE:

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

THAT the City, in its adoption of a redistricting plan for councilmember districts, will adhere to the following criteria to the greatest extent possible when establishing new councilmember district boundaries:

To the extent practicable:

1. Easily identifiable geographic boundaries should be followed.
2. Communities of interest should be maintained in a single district, and attempts should be made to avoid splitting neighborhoods.
3. Councilmember districts should be composed of whole voting precincts. Where this is not possible or practicable, districts should be drawn considering county election precincts. Avoid splitting census blocks unless necessary.
4. Although it is recognized that existing districts will have to be altered to reflect new population distribution in the City, any districting plan should be based on existing districts.
5. Districts must be configured so that they are relatively equal in total population according to the 2020 federal census. In no event should the total population

deviation between the largest and the smallest district exceed ten percent as compared to the ideal precinct size.

6. The districts should be compact and composed of contiguous territory. Compactness may contain a functional, as well as a geographical, dimension.
7. Consideration may be given to the preservation of incumbent-constituency relations by recognition of the residence of incumbents and their history in representing certain areas.
8. The plan should be narrowly tailored to avoid racial gerrymandering in violation of *Shaw v. Reno*.
9. The plan should not fragment a geographically compact minority community or pack minority voters in the presence of polarized voting or otherwise discriminate against protected groups so as to create liability under the Voting Rights Act.

The City Council will review all plans considering these criteria and will evaluate how well each plan conforms to the criteria.

Any plan submitted to the City Council by a citizen for its consideration should be a complete plan—*i.e.*, it should include all 6 councilmember districts and should redistrict the entire City. The City Council may decline to consider any plan that is not a complete plan.

All plans submitted by citizens, as well as plans submitted by staff, consultants, and members of the City Council should conform to these criteria.

This resolution shall be effective upon passage by the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Rebecca Garza, City Secretary

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney



Regular City Council Meeting

8. 2.

Meeting Date: 10/12/2021

Information

Agenda Item

Resolution - City Secretary: Consider a resolution adopting redistricting guidelines regarding public participation in the redistricting process.

Item Summary

The City Council has certain responsibilities for redistricting the City's councilmember districts under federal and state law. It is necessary to provide for orderly consideration and evaluation of redistricting plans which may come before the Council. This resolution is for the purpose of adopting guidelines for persons who have specific plans they wish the Council to consider.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Resolution - Redistricting Guidelines

RESOLUTION

WHEREAS, this City Council has certain responsibilities for redistricting the City's councilmember districts under federal and state law including but not limited to Amendments 14 and 15 to the United States Constitution, U.S.C.A. and Section 2 of the Voting Rights Act, 52 U.S.C.A. §10301; and Tex. Gov't Code Ann. §§ 2058.001 and 2058.002; and

WHEREAS, it is necessary to provide for the orderly consideration and evaluation of redistricting plans which may come before the Council; and

WHEREAS, these guidelines relate to persons who have specific redistricting plans they wish the Council to consider; and

WHEREAS, the Council also welcomes any comments relevant to the redistricting process; NOW, THEREFORE:

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

THAT, in order to make sure that any comments regarding the redistricting process and any redistricting plan that might be submitted are of maximum assistance to the Council in its decision-making process, the Council hereby sets the following guidelines to be followed by each person submitting a comment or a redistricting plan for consideration:

1. Proposed plans must be submitted in writing and be legible. If a plan is submitted orally, there is significant opportunity for misunderstanding, and it is possible that errors may be made in analyzing it. The Council wants to be sure that all proposals are fully and accurately considered.
2. Any plan must show the total population and voting age population for African-Americans, Hispanics, Asians, and Anglo/Other for each proposed council district based on the 2020 Census Data. If a plan is submitted without a population breakdown, the Council may not have sufficient information to give it full consideration.
3. Plans should redistrict the entire City. The Council will be considering the effect of any plan on the entire City. Any plan is subject to the Voting Rights Act, which protects various racial and language minorities. Thus, as a matter of federal law, the Council will be required to consider the effect of any proposal on multiple racial and ethnic groups. If a plan does not redistrict the entire City, it may be impossible for the Council to assess its impact on one or more protected minority groups.
4. Plans should conform to the redistricting criteria the Council will be using in drawing the trustee districts.

5. Citizen comments must be submitted in writing and be legible, even if the person also makes the comments orally during a citizen comment period.
6. Citizens providing comments and those submitting proposed plans must identify themselves by full name and home address and provide a phone number and, if available, an email address. The Council may wish to follow up on such citizen comments or obtain additional information about submitted plans.
7. All citizen comments and proposed plans must be submitted to the City Council by the close of the citizen comment period on November 16, 2021.

This resolution shall be effective upon passage by the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

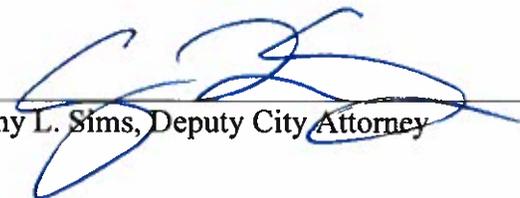
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Rebecca Garza, City Secretary

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney



Regular City Council Meeting

8. 3.

Meeting Date: 10/12/2021

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the Airport Advisory Board, Building Board of Appeals, Citizens Traffic Commission, Health/Educational Facilities Development Corporation Board of Directors, Lubbock Emergency Communication District Board of Directors, Lubbock Economic Development Alliance, Inc. Board of Directors, Lubbock Water Advisory Commission, Market Lubbock Economic Development Corporation Board of Directors, Model Codes & Construction Advisory Board, Planning and Zoning Commission, Urban Design/Historic Preservation Commission, and the Water Board of Appeals.

Item Summary

Consider appointments to the Airport Board, Building Board of Appeals, Citizens Traffic Commission, Health/Educational Facilities Development Corporation Board of Directors, LECD Board of Directors, Lubbock Economic Development Alliance, Inc. Board of Directors, Lubbock Water Advisory Commission, Market Lubbock Economic Development Corporation Board of Directors, Model Codes & Construction Advisory Board, Planning and Zoning Commission, Urban Design/Historic Preservation Commission, and the Water Board of Appeals.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

No file(s) attached.



Regular City Council Meeting

8. 4.

Meeting Date: 10/12/2021

Information

Agenda Item

Resolution - Business Development: Consider a Resolution of Intent to create the City of Lubbock Property Assessed Clean Energy Program (Lubbock City PACE).

Item Summary

The Texas Property Assessed Clean Energy program (TX-PACE) is an economic development tool that encourages and incentivizes private sector investment in energy efficiency and water conservation. The PACE program will be offered to property owners on a strictly voluntary basis and will not require the use of any public funds or resources.

Authorized under the PACE Act enacted in 2013, the PACE program is an innovative financing program that enables private sector owners of privately owned commercial, industrial and multi-family residential properties with 5 or more dwelling units, to obtain low-cost, long-term loans to pay for water conservation, energy-efficiency improvements, and renewable energy retrofits.

Loans made under the PACE program will be secured by assessments voluntarily imposed by the owner, on the property. The utility cost savings derived from the improvements financed with the PACE loans are expected to equal or exceed the amount of the assessment. PACE assessments are tied to the property and follow title from one owner to the next.

Under the PACE Act, the establishment and operation of the program are considered to be governmental functions. Should the Council approve the Resolution of Intent to create the PACE program in the City of Lubbock, the City will then delegate administration of the PACE program to the Texas PACE Authority, who will administer the program at no cost to the City.

Following action on the Resolution of Intent to create the program, the City will hold a public hearing on October 26, 2021, per the requirements of the PACE Act as set forth in Texas Local Government Code Chapter 399.

Fiscal Impact

None

Staff/Board Recommending

Jarrett Atkinson, City Manager

Attachments

Resolution of Intent (r) - Lubbock PACE

Report - PACE

CITY OF LUBBOCK CITY COUNCIL
RESOLUTION OF INTENT
TO ESTABLISH A PACE PROGRAM

STATE OF TEXAS §
 §
CITY OF LUBBOCK §

WHEREAS, The 83rd Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the "PACE Act"), which allows the governing body of a local government, including a City or County, to designate an area of the territory of the local government as a region within which an authorized representative of a local government and the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of permanent improvements fixed to the property intended to decrease water or energy consumption or demand; and

WHEREAS, the installation or modification by property owners of qualified energy or water saving improvements to commercial, industrial, and large multifamily residential real property in the City of Lubbock will further the goals of energy and water conservation without cost to the public; and

WHEREAS, the City Council finds that financing energy and water conserving projects through contractual assessments ("PACE financing") furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, and conserving water resources; and

WHEREAS, the City Council, subject to the public hearing scheduled as provided below, at which the public may comment on the proposed program and the report issued contemporaneously with this resolution, finds that it is convenient and advantageous to establish a program under the PACE Act and designate the entire geographic area within the City's jurisdiction as a region within which a designated City authorized representative and the record owners of qualified real property may enter into PACE financing agreements:

THEREFORE, be it resolved by the City Council of the City of Lubbock, Texas that:

1. The Recitals to this Resolution are true and correct and are incorporated into this Order for all purposes.
2. The City hereby adopts this Resolution of Intent and finds that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose.
3. The City intends to make contractual assessments that shall run with the land to repay PACE financing for qualified energy or water conserving projects available to owners of

commercial, industrial, and large multifamily residential real property. The program is to be called the City of Lubbock Property Assessed Clean Energy Program (“Lubbock City PACE”).

4. The following types of projects are qualified projects for PACE financing that may be subject to such contractual assessments: Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial, or residential real property with five (5) or more dwelling units, and (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices on the customer’s side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.

An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment or the purchase or installation of products or devices not permanently fixed to real property.

5. The boundaries of the entire geographic area within the City’s jurisdiction are the boundaries of the region where PACE financing and assessments can occur.

6. Financing for qualified projects under the PACE program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with the City’s authorized representative to service the assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to contracts executed between the lenders and the owners. The lender contracts will provide that the City will maintain and continue the assessments for the benefit of such lenders and enforce the assessment lien for the benefit of a lender in the event of a default by an owner. The City of Lubbock will not, at this time, provide financing of any sort for the PACE program.

7. The City will contract with Texas PACE Authority, a qualified non-profit organization to be the independent third-party Authorized Representative.

8. The City will consult with the County Tax Assessor/Collector for the Lubbock County.

9. The report on the proposed PACE program prepared as provided by Tex. Local Gov’t Code Sec. 399.009, is available for public inspection on the City’s website and in the office of the City Secretary’s Office at 1314 Avenue K, 10th Floor, Lubbock, Texas and is incorporated in this resolution and made a part hereof for all purposes.

The City Council will hold a public hearing on the proposed PACE program and report on October 26, 2021, at 5:00 p.m. at the City Council Chambers in the Citizen’s Tower, 1314 Avenue K, Lubbock, TX 79401.

Passed by the City Council this _____ day of _____, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

Res. PACE Lubbock Res. of Intent
10.6.21

REPORT REQUIRED BY TEXAS LOCAL GOVERNMENT CODE SECTION 399.009
FOR PROPOSED PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM

This Report is adopted by the City Council for the City of Lubbock, Texas (“**Local Government**”) Property Assessed Clean Energy (PACE) Program (**the “Program”**) in accordance with the requirements of the Property Assessed Clean Energy Act (**the “PACE Act”**) as set forth in Texas Local Government Code Chapter 399.

The Local Government and its constituents benefit when older existing buildings are modified with new technology and equipment that increases energy efficiency and reduces water consumption. As described in this Report, the Local Government is establishing the commercial PACE Program to encourage private sector investment in energy efficiency and water conservation. The PACE Program will be offered to property owners on a strictly voluntary basis and will not require the use of any public funds or resources.

Authorized under the PACE Act enacted in 2013, the PACE program is an innovative financing program that enables private sector owners of privately owned commercial, industrial, and multi-family residential properties with five or more dwelling units to obtain low-cost, long-term loans to pay for water conservation, energy-efficiency improvements, and renewable energy retrofits. PACE loans provide up to 100% financing of all project costs, with little or no up-front out-of-pocket cost to the owner. The Local Government has chosen to follow the administrative principles, program processes, and model documents of the uniform Texas PACE in a Box model program.¹

Loans made under the PACE Program will be secured by assessments on the property that are voluntarily imposed by the owner. Assessments may be amortized over the projected life of the improvements. The utility cost savings derived from improvements financed with PACE loans are expected to equal or exceed the amount of the assessment. In turn, these improvements are able to generate positive cash flow upon installation because the debt service will be less than the savings.

PACE assessments are tied to the property and follow title from one owner to the next. Each owner is responsible only for payment of the assessments accruing during its period of ownership. When the property is sold, the payment obligation for the remaining balance of the assessment is transferred automatically to the next owner. As a result, the program will help property owners overcome market barriers that often discourage investment in energy efficiency and water conservation improvements.

¹ <https://www.keepingpaceintexas.org/pace-in-a-box>

1. Eligible Properties

The Local Government's PACE program is a strictly voluntary program. All private sector owners of Eligible Properties located within the Local Government's PACE region may participate in PACE financing. "*Eligible Properties*" include commercial, industrial, and multi-family residential properties with five or more dwelling units. Government, residential², and undeveloped property and property undergoing development at the time of the assessment are not Eligible Properties.

2. Qualified Improvements

PACE financing may be used to pay for Qualified Improvements to Eligible Properties. "*Qualified Improvements*" are permanent improvements intended to decrease water or energy consumption or demand, including a product, device, or interacting group of products or devices on the customer's side of the meter that use energy technology to generate electricity, provide thermal energy, or regulate temperature. Under the PACE Act, products or devices that are not permanently fixed to real property are not considered to be Qualified Improvements.

The following items may constitute Qualified Improvements:

- High efficiency heating, ventilating and air conditioning ("HVAC") systems
- High efficiency chillers, boilers, and furnaces
- High efficiency water heating systems
- Energy management systems and controls
- Distributed generation systems
- High efficiency lighting system upgrades
- Building enclosure and envelope improvements
- Water conservation and wastewater recovery and reuse systems
- Combustion and burner upgrades
- Heat recovery and steam traps
- Water management systems and controls (indoor and outdoor)
- High efficiency irrigation equipment

3. Benefits of PACE to Property Owners

The PACE program will enable owners of Eligible Properties to overcome traditional barriers to capital investments in energy efficiency and water conservation improvements, such as unattractive returns on investment, split incentives between landlords and tenants, and uncertainty of recouping the investment upon sale of the property.

By financing Qualified Improvements through the program, property owners may achieve utility cost savings that exceed the amount of the assessment and reduce their exposure to utility price volatility. As a result, the value of the property will be enhanced, and the owner will only be obligated to pay the assessment installments that accrue during its period of ownership of the property. Additionally, by investing in energy efficiency and water conservation with PACE

² This encompasses single family residential and any multi-family properties with fewer than five units.

financing, property owners may also qualify for various rebate, tax credit, and incentive programs offered by utility providers and state or federal governmental authorities to encourage these types of investments.

4. Benefits of PACE to the Local Government

Among other things, projects financed through PACE will:

- Enable property owners and occupants to save substantial amounts in utility costs,
- Reduce demand on the electricity grid
- Mitigate greenhouse gas emissions associated with energy generation
- Enhance the value and efficiency of existing buildings
- Boost the local economy by creating new job opportunities and new business opportunities for contractors, engineers, commercial lenders, professionals, and equipment vendors and manufactures
- Increase business retention and expansion in the PACE region by enabling cost effective energy and water saving updates to existing property
- Improve productivity through optimized energy usage
- Support the State's water conservation plan
- Better enable the Local Government to meet its water conservation goals

Finally, through the reduction in energy consumption as a result of the PACE program, there will be a decreased demand for power resulting in lower emissions from power plants. EPA regulations have significant impacts on air quality standards in Texas. Being non-attainment for priority pollutants in the Clean Air Act endangers federal transportation funding.

The PACE program requires minimal support from the Local Government. It is designed to be self-sustaining. Furthermore, because the PACE program is tax neutral, it achieves all of the benefits listed in this Report without imposing a burden on the Local Government's general fund.

The 84th Texas Legislature added a provision that explicitly shields the Local Government and its employees, members of the governing body of a local government, employees of a local government, and board members, executives, employees, and contractors of a third party who enter into a contract with a local government to provide administrative services for a program under this chapter.³

5. The Benefits of PACE to Lenders

PACE loans are attractive to lenders because they are very secure investments. Like a property tax lien, the assessment lien securing the PACE loan has priority over other liens on the property. Therefore, the risk of loss from non-payment of a PACE loan is low compared to most other types of loans. PACE assessments provide lenders with an attractive new product to assist

³ TX. Local Gov't Code §399.019. In the 85th legislature, HB 2654 clarified that the personal immunity provisions apply to all elected officials performing rights and duties under chapter 399 of the Local Government Code.

existing and new customers in addressing an almost universal pent-up demand for needed commercial and industrial property equipment modernization. In order to protect the interests of holders of existing mortgage loans on the property, the PACE Act requires their written consent to the PACE assessment as a condition to obtaining a PACE loan.

6. The Benefits of PACE to Contractors, Engineers, and Manufacturers

PACE loans provide attractive sources of financing for water and energy saving retrofits and upgrades, thereby encouraging property owners to make substantial investments in existing commercial and industrial buildings. As a result, PACE will unlock business opportunities for contractors, engineers, and manufacturers throughout the commercial and industrial sectors.

7. Administration of the Local Government PACE Program

Under the PACE Act, the establishment and operation of the program are considered to be governmental functions.⁴ The PACE Act further authorizes the Local Government to enter into a contract with a third party to provide administrative services for the PACE program (the “*Authorized Representative*”). The Local Government will delegate administration of the PACE program to Texas PACE Authority, a qualified, non-profit organization that can administer the program at no cost to the Local Government.

The Authorized Representative’s role is to serve as an extension of the local government staff to provide oversight of the program to ensure best practices and consumer protections at the lowest possible cost to the property owner in a transparent and ethical manner and to provide education and outreach.

The Authorized Representative will be funded by administrative fees paid by the property owners establishing a PACE project, charitable grants or other authorized sources of revenue. The Authorized Representative will not receive compensation or reimbursement from the Local Government.

8. Eligible Lenders

The PACE Act does not set criteria for financial institutions or investors to be PACE lenders. The Local Government will follow best practices of other PACE programs and the Texas PACE in a Box model program by recommending that lenders be:

- Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;
- Any insurance company authorized to conduct business in one or more states;
- Any registered investment company, registered business development company, or a Small Business Administration small business investment company;
- Any publicly traded entity; or
- Any private entity that:
 - Has a minimum net worth of \$5 million; and

⁴ TX Local Government Code §399.003(b)

- Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending; and
- Can provide independent certification as to availability of funds; and
- All lenders must have the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

Any lender can participate in the PACE program as long as it is a financially stable entity with the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts. The property owner, not the Local Government or the Authorized Representative, selects the lender.

The Authorized Representative will not guarantee or imply that funding will automatically be provided from a third-party lender, imply or create any endorsement of, or responsibility for, any lender; or create any type of express or implied favoritism for any eligible lender.

9. Components of the PACE Program

As required under Section 399.009 of the PACE Act, the following describes all aspects of the PACE Program:

- a. Map of Region. A map of the boundaries of the region included in the program is attached to this Report as Exhibit 1. The region encompasses the Local Government limits.
- b. Form Contract with Owner. A form contract between the Local Government and the record owner of the Eligible Property is attached as Exhibit 2. It specifies the terms of the assessment under the PACE program and the financing to be provided by an Eligible Lender of the property owner's choosing.
- c. Form Contract with Lender. A form contract between the Local Government and the Eligible Lender chosen by a property owner is attached to this Report as Exhibit 3. It specifies the financing and servicing of the debt through assessments.

Form Notice of Contractual Assessment Lien. A form Notice of Assessment Lien to be filed by the Local Government with the County Clerk is attached to this Report as Exhibit 4.

- d. Qualified Improvement. The following types of projects are qualified improvements that may be subject to contractual assessments under the PACE program:

Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial,

industrial or residential real property with five (5) or more dwelling units;⁵ and (b) are intended to decrease energy or water consumption or demand by installing a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.⁶

A sample list of potential Qualified Improvements appears in Section 2 above.

The PACE program may not be used to finance improvements to undeveloped lots or lots undergoing development at the time of the assessment, or for the purchase or installation of products or devices not permanently fixed to real property.⁷

- e. Authorized Representative. HB 3187 was signed into law on June 16, 2015. It authorizes the Local Government to delegate administration of the PACE program to a third-party "Authorized Representative." The Local Government may delegate all official administrative responsibilities, such as the execution of individual contracts with property owners and lenders, to an Authorized Representative. This relationship will be monitored and maintained by the City Manager or his designee.
- f. Project Review. Track and provide a public overview with savings metrics for all PACE projects
- g. Plans for Insuring Sufficient Capital⁸. Lenders will extend loans to finance Qualified Improvements. Financing documents executed between owners and lenders will impose a contractual assessment on Eligible Property to repay the owner's financing of the Qualified Improvements. The lenders will ensure that property owners demonstrate the financial ability to fulfill the financial obligations to be repaid through contractual assessments.
- h. No Use of Bonds or Public Funds. The Local Government does not intend to issue bonds or use any other public monies to fund PACE projects. Property owners will obtain all financing from the Eligible Lenders they choose.
- i. Limit on Length of Loan. One of the statutory criteria of a PACE loan is that the assessment payment period cannot exceed the useful life of the Qualified Improvement that is the basis for the loan and assessment. As part of the application process, the property owners will submit an independent third-party review prepared by a licensed engineer showing the water or energy baseline

⁵ TX. Local Gov't Code §399.002(5).

⁶ TX. Local Gov't Code §399.002(3).

⁷ TX. Local Gov't Code §399.004.

⁸ The Texas PACE Authority's website (www.texaspaceauthority.org) offers a non-exhaustive list of interested and qualified lenders to assist property owners in funding PACE projects in Texas.

conditions and the projected water or energy savings. This review will aid the Authorized Representative in making a determination that the period of the requested assessment does not exceed the useful life of the Qualified Improvement.

- j. Application Process. The Authorized Representative will accept applications from property owners seeking to finance Qualified Improvements under the program. Each application must be accompanied by the required application fee and must include:
- (1) A description of the specific Qualified Improvements to be installed or modified on the property,
 - (2) A description of the specific real property to which the Qualified Improvements will be permanently fixed, and
 - (3) The total amount of financing, including any transaction costs, to be repaid through assessments.

Based on this information, the Authorized Representative may issue a preliminary letter indicating that, subject to verification of all requirements at closing, the proposed project appears to meet program requirements. Based on this preliminary letter, the property owner may initiate an independent third-party review of the project and submit the project to Eligible Lenders for approval of financing.

Once the above processes are completed, the property owner will submit the application to the Authorized Representative to obtain preliminary approval. The property owner is expected to produce the following documentation prior to closing on the PACE loan:

- (1) A Report conducted by a qualified, independent third-party reviewer, showing water or energy baseline conditions and the projected water or energy savings, or the amount of renewable energy generated attributable to the project;
 - (2) Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
 - (3) All other information required by the Authorized Representative.
- k. Financial Eligibility Requirements. The Authorized Representative will determine whether the owner, the property and the improvements are eligible for financing under the program. The Eligible Lender chosen by the owner will determine whether the owner has demonstrated the financial ability to repay the financial obligations to be collected through contractual assessments. The statutory method⁹ for ensuring such a demonstration of financial ability must be based on appropriate underwriting factors, including the following:

⁹ TX. Local Gov't Code §399.009(b).

- (1) verification that the person requesting to participate in the program is the legal record owner of the benefitted property,
- (2) the applicant is current on mortgage and property tax payments,
- (3) the applicant is not insolvent or in bankruptcy proceedings,
- (4) the title of the benefitted property is not in dispute; and
- (5) there is an appropriate ratio of the amount of the assessment to the assessed value of the property. The Local Government determines that it will follow the Texas PACE in a Box model program recommendation for determining the appropriate loan to assessed value of the property.

The Local Government determines to be eligible for PACE financing, the projected savings derived from the Qualified Improvement must be greater than the cost of the PACE assessment and lien over the life of the assessment (i.e., the Savings to Investment Ratio (SIR) should be greater than one, $SIR > 1$). A third-party lender and a for profit-property owner may request a waiver in writing for a project with an $SIR < 1$ and address the interests of tenants and future property owners. The Authorized Representative may consider factors in a variance request including:

- (a). Are there other environmental benefits such as air or water quality or resiliency that are not captured in the SIR analysis;
- (b) Will the proposed qualifying improvements generate environmental marketable credits that can be monetized?
- (c). What is the SIR calculation for the project (how far below 1?);
- (d). If the SIR is < 1 over the term of the assessment, is the $SIR > 1$ over the useful life of the equipment?
- (e). What is the impact of a variance request on affected third parties? and
- (f) Other information the owner and lender wish to submit regarding the impact of the qualified improvements on the company and the community.

l. Mortgage Holder Notice and Consent. As a condition to the execution of a written contract between the Authorized Representative and the property owner imposing an assessment under the program, the holder of any mortgage lien on the property must be given notice of the owner's intention to participate in the program on or before the 30th day before the date the contract is executed, and the owner must obtain the written consent of all mortgage holders.¹⁰

m. Imposition of Assessment. The Authorized Representative will enter into a written contract with the property owner, only after:

- (1) The property owner delivers to the Authorized Representative written consent of all mortgage lien holders;
- (2) The Authorized Representative's determination that the owner and the property are eligible to participate in the program, that the proposed improvements are reasonably likely to decrease energy or water

¹⁰ TX. Local Gov't Code §399.010.

consumption or demand, and that the period of the requested assessment does not exceed the useful life of the Qualified Improvements; and
(3) The Eligible Lender notifies the Authorized Representative that the owner has demonstrated the financial ability to fulfill the financial obligations to be repaid through contractual assessments.

The contract will impose a contractual assessment on the owner's Eligible Property to repay the lender's financing of the Qualified Improvements. The Authorized Representative will file "A Notice of Contractual Assessment Lien," in substantially the form in Exhibit 4 in the Official Public Records of the County in which the property is located, as notice to the public of the assessment, from the date of filing. The contract and the notice must contain the amount of the assessment, the legal description of the property, the name of the property owner, and a reference to the statutory assessment lien provided under the PACE Act.

- n. Collection of Assessments. The execution of the written contract between the Local Government and the property owner and recording of the Notice of Contractual Assessment Lien incorporate the terms of the financing documents executed between the property owner and with the lender to repay the financing secured by the assessment. The third-party lender will advance financing to the owner, and the terms for repayment will be such terms as are agreed between the lender and the owner. Under the form lender contract attached as Exhibit 3, the lender or a designated servicer will agree to service the debt secured by the assessment.¹¹

With funds from the lender, the property owner can purchase directly the equipment and materials for the Qualified Improvement and contract directly, including through lease, power purchase agreement, or other service contract, for the installation or modification of the Qualified Improvements. Alternatively, the lender may make progress payments to the property owner as the Qualified Improvement is installed.

The lender will receive the owner's assessment payments to repay the debt and remit to the Authorized Representative any administrative fees. The lender will have the right to assign or transfer the right to receive the installments of the debt secured by the assessment, provided all of the following conditions are met:

- (1) The assignment or transfer is made to an Eligible Lender, as defined above;
- (2) The property owner and the Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future installments should be mailed at least 30 days before the next installment is due according to the schedule for repayment of the debt; and

¹¹ The servicer will be responsible for maintaining payment records, account balances, and reporting to the Authorized Representative as required.

(3) The assignee or transferee, by operation of the financing documents or otherwise, written evidence of which shall be provided, assumes lender's obligations under the lender contract.

- o. Verification Review. After a Qualified Improvement is completed, the Authorized Representative will require the property owner to provide verification by a qualified independent third-party reviewer that the Qualified Improvement was properly completed and is operating as intended.¹² The verification report conclusively establishes that the improvement is a Qualified Improvement and the project is qualified under the PACE program.¹³
- p. Marketing and Education Services. The Program Administrator will provide service provider training workshops for contractors, engineers, property managers and other stakeholders, provide outreach and education for all stakeholders including presentations, conference booths and individual meetings, and provide written and electronic materials such as case studies, flyers, and webinars.
- q. The Local Government may subsequently enter into agreements with one or more other local governments or non-profit organizations that promote energy and water conservation and/or economic development to provide marketing and education services for the PACE program.
- r. Quality Assurance and Antifraud Measures. The Authorized Representative will institute quality assurance and antifraud measures for the Program. The Authorized Representative will review each PACE application for completeness and supporting documents through independent review and verification procedures. The application and required attachments will identify and supply the information necessary to ensure that the property owner, the property itself, and the proposed project all satisfy PACE program underwriting and technical standard requirements. Measures will be put in place to provide safeguards, including a review of the energy and water savings baseline and certification of compliance with the technical standards manual from an independent third-party reviewer (ITPR), who must be a registered professional engineer, before the project can proceed. This review will include a site visit, report, and a letter from the ITPR certifying that he or she has no financial interest in the project and is an independent reviewer. After the construction of the project is complete, an ITPR will conduct a final site inspection and determine whether the project was completed and is operating properly. The reviewer's certification will also include a statement that the reviewer is qualified and has no financial interest in the project.

¹² TX Local Gov't Code §399.011.

¹³ TX Local Government Code §399.011(a-1)

- s. Delinquency. Under the terms of the form lender contract attached as Exhibit 3, if a property owner fails to pay an agreed installment when due on the PACE assessment, the lender will agree to take at least the following steps to collect the delinquent installment:
- (1) Mail to the owner a written notice of delinquency and demand for payment by both certified mail (return receipt requested) and first-class mail, and
 - (2) Mail to the owner a second notice of delinquency and demand for payment by both certified mail (return receipt requested) and first-class mail, at least 30 days after the date of the first notice if the delinquency is continuing.

If the owner fails to cure the delinquency within 30 days after mailing the second notice of delinquency, the lender may notify the Authorized Representative of the owner's default. Pursuant to Texas Local Government Code Section 399.014(c), the Authorized Representative will initiate steps for the Local Government to enforce the assessment lien in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, of the Texas Constitution. Delinquent installments will incur penalties and interest in the same manner and at the same rate as delinquent property taxes, according to Texas Local Government Code Section 399.014(d), and such statutory penalties and interest will be due to the Local Government to offset the cost of collection.

If the Local Government files suit to enforce collection, the Local Government may also recover costs and expenses, including attorney's fees, in a suit to collect a delinquent installment of an assessment in the same manner and at the same rate as in suit to collect a delinquent property tax. If a delinquent installment of an assessment is collected after the filing of a suit, the Local Government will remit to the lender the net amount of the delinquent installments and contractual interest collected and remit to the Authorized Representative the amount of any administrative fees collected but will retain any statutory penalties, interest, and attorney's fees collected.

EXHIBIT 2
FORM OWNER CONTRACT

FORM PACE OWNER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY (“**PACE**”) OWNER CONTRACT including the attached exhibits (“**Owner Contract**”) is made as of the _____ day of _____, _____ (“**Effective Date**”), by and between the City of Lubbock, Texas (“**Local Government**”), and _____ (“**Property Owner**”).

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated _____, adopted by the City Council (“**PACE Program**”), and has designated Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority as the representative of Local Government (“**Authorized Representative**”) authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the boundaries of the City of Lubbock, Texas as a region (**the “Region”**) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owners’ property pursuant to the PACE Program.

C. Property Owner is/are the sole legal and record owner of the qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region located at _____, Lubbock, Texas _____ - _____ (the “**Property**”).

D. Pursuant to Application number _____, Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (“**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”). Property Owner has requested that Local Government enter into this Owner Contract pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment (the “**Assessment**”) on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the real property records of Lubbock, County, Texas (the “**Notice of Contractual Assessment Lien**”), to repay the financing of such Qualified Improvements. A copy of the Notice

of Contractual Assessment Lien is attached hereto as Exhibit A and made a part hereof. The Property, Qualified Improvements and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing for the Project (“**Financing**”) will be provided to Property Owner by _____ (“**Lender**”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act (the “**Lender Contract**”). The financing will include only those costs and fees for which an assessment may be imposed under Section 399.006(e) of the PACE Act. Local Government has agreed to maintain and continue the Assessment for the benefit of Lender until the Financing, all contractual interest due to Lender (“**Contractual Interest**”), any prepayment penalty, and any penalties, interest, fees, and costs due under or authorized by the PACE Act are paid in full and to release the Assessment upon notice from Lender of such payment, or to foreclose the lien securing the Assessment for the benefit of Lender upon notice from Lender of a default in payment by Property Owner.

F. As required by Section 399.010 of the PACE Act, Property Owner has notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of this Owner Contract of Property Owner’s intention to participate in the PACE Program. The written consent of each mortgage holder to the Assessment was obtained on or prior to the date of this Owner Contract and is attached hereto as Exhibit B and made a part hereof.

AGREEMENT

The parties agree as follows:

1. Imposition of Assessment. In consideration for the Financing advanced or to be advanced to Property Owner by Lender for the Project under the PACE Program pursuant to the Lender Contract, Property Owner hereby requests and agrees to the imposition by Local Government of the Assessment in the principal amount of \$ _____, as set forth in the Notice of Contractual Assessment Lien. In the event the actual total of costs and fees for which an assessment may be imposed under the PACE Act is different from the stated amount or any other term requires correction, Local Government, Property Owner, and Lender agree to execute an amended Owner Contract and Lender Contract, and Authorized Representative will record an amended Notice of Contractual Assessment Lien. The Assessment includes the application and administration fees authorized by the PACE Program and Section 399.006(e) of the PACE Act. Property Owner promises and agrees to pay the Assessment, Contractual Interest thereon, any prepayment penalty, and all penalties, interest, fees, and costs due under or authorized by the PACE Act and the financing documents executed between Property Owner and Lender (the “**Financing Documents**”) described in or copies of which are attached as Exhibit C attached hereto and made a part hereof by reference. Property Owner will pay such amount in care of or as directed by Lender, in satisfaction of the Assessment imposed pursuant to this Owner Contract and the PACE Act. Accordingly, Local Government hereby imposes the Assessment on the Property to repay the Financing of the Project, Contractual Interest, any prepayment penalty, and any penalties, interest, fees and costs due under or authorized by the PACE Act and the Financing Documents, in accordance with the requirements of the PACE Program and the provisions of the PACE Act.

2. Maintenance and Enforcement of Assessment. In consideration for Lender's agreement to advance Financing to Property Owner for the Project pursuant to the Financing Documents, Local Government agrees to maintain and continue the Assessment on the Property for the benefit of Lender until the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees, and costs, due under or authorized by the PACE Act and the Financing Documents are paid in full, and to release the Assessment upon notice from Lender of such payment. Local Government agrees to enforce the assessment lien against the Property at the request of Lender in the event of a default in payment by Property Owner, in accordance with the provisions set forth in paragraph 5. Authorized Representative will deliver an annual notice of assessment to Property Owner by electronic mail each year until the Assessment is released. If requested by Property Owner by marking the box below, Local Government agrees to also deliver an annual notice of assessment to Property Owner by first-class mail in the envelope with the tax bill of the Property each year until the Assessment is released.

Property Owner requests an annual notice of assessment from Local Government.

Any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner will not affect the Assessment or Property's Owner's obligations under this Owner Contract.

3. Installments. The Assessment and Contractual Interest thereon are due and payable to Lender in installments ("**Installments**"), according to the payment schedule set forth in the Financing Documents attached hereto as Exhibit C. The Assessment includes (1) an application fee paid by Property Owner to Authorized Representative at closing of the Financing, and (2) a recurring administration fee paid by Property Owner to Authorized Representative until the Assessment is released. The recurring administration fee amount will be collected by Lender and paid to Authorized Representative within thirty (30) days of receipt by Lender, unless otherwise agreed to in writing by Authorized Representative. Notwithstanding the foregoing, in the event of a delinquency in the payment of any Installment, Lender will, upon notice to Authorized Representative, withhold payment of any administration fee due to Authorized Representative in connection with such Installment until the Installment is paid. Any such temporary withholding will not reduce the amount of the administration fees included in the Assessment. The amounts due to Authorized Representative are identified in Exhibit C hereto. When the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees and costs due under or authorized by the PACE Act and the Financing Documents, have been paid in full, Local Government's rights under this Owner Contract will cease and terminate. Upon notice from Lender that all amounts due have been paid in full, Authorized Representative will execute a release of the Assessment and this Owner Contract and record the release. As required by Section 399.009(a) (8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project.

4. Assignment of Right to Receive Installments or Require Enforcement of Lien. Lender will have the right, with or without the consent of Property Owner, to assign or transfer the right to receive the Installments or require Local Government to enforce the assessment lien in the event of a default in payment, together with all corresponding obligations, provided that all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender as defined in the Lender Contract;

(b) Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed at least 30 days before the next Installment is due according to the payment schedule included in the Financing Documents, and

(c) The assignee or transferee executes a written assumption agreement according to the Financing Documents of all of Lender's rights and obligations under the Lender Contract related to the receipt of the Installments or the enforcement of the assessment lien and provides a copy of such assumption to Property Owner and Authorized Representative within 10 days after execution of the agreement.

Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately. Upon written notice to Property Owner and Authorized Representative of an assignment or transfer that meets all of these conditions, the assignor will be released of all of the rights and obligations of the Lender under such Lender Contract accruing after the date of the assignment that are specified in the assignment or transfer document, and all of such rights and obligations will be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments or require enforcement of the assessment lien that does not meet all of these conditions is void. Lender will retain all of the rights and obligations of Lender under the Lender Contract until such rights and obligations are assigned or transferred according to this paragraph.

5. Lien Priority and Enforcement. Pursuant to Section 399.014 of the PACE Act:

(a) Delinquent Installments will incur penalties and interest on the principal of the Installment in the same manner and in the same amount as delinquent property taxes, that is, a delinquent Installment incurs a penalty of 6% of the principal amount of the Installment for the first calendar month it is delinquent plus 1% for each additional month or portion of a month the Installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an Installment delinquent on July 1 incurs a total penalty of 12% of the principal amount of the delinquent Installment without regard to the number of months it has been delinquent. A delinquent Installment will also accrue interest on the principal of the Installment at the rate of 1% for each month or portion of a month that the Installment remains unpaid. Subject to paragraph 16 below, penalties, interest, fees, and costs payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees that become due pursuant to the Financing Documents, may be imposed and retained by Lender.

(b) The Assessment and any interest or penalties thereon,

(1) are a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is recorded in the real property records

of Lubbock County, Texas as provided by Section 399.013 of the PACE Act, until the Assessment, interest, or penalty is paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax.

(c) The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due will not be eliminated by foreclosure of (i) a property tax lien, or (ii) the lien for a delinquent installment of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse to Lender, Local Government, or Authorized Representative.

(d) In the event of a default by Property Owner in payment of an Installment called for by the Financing Documents or the filing of a case under the U.S. Bankruptcy Code by or against Property Owner, the lien created by the Assessment will be enforced by Local Government for the benefit of Lender, in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total principal amount of the delinquent Installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender will be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) As provided in Section 399.014 (a-1) of the PACE Act, after the Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a "qualified improvement" or the project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

6. Written Contract Required by PACE Act. This Owner Contract constitutes a written contract for the Assessment between Property Owner and Local Government as required by Section 399.005 of the PACE Act. The Notice of Contractual Assessment Lien will be recorded in the real property records of Lubbock County, Texas as public notice of the contractual Assessment, in accordance with the requirements of Section 399.013 of the PACE Act.

7. Qualified Improvements. Property Owner agrees that all improvements purchased, constructed, or installed through the Financing obtained pursuant to this Owner Contract will be permanently affixed to the Property and will transfer with the Property to the transferee in the event of a sale or transfer of the Property. Property Owner agrees to provide to Authorized Representative within 30 days after the completion of the Project a verification by an independent

third party reviewer (“ITPR”) that the project was properly completed and is operating as intended. Property Owner agrees that Lender may retain the final advance of Financing until such verification is submitted or require Property Owner to pay liquidated damages for a failure to do so, according to paragraph 19 below.

8. Water or Energy Savings. For so long as the Assessment encumbers the Property, Property Owner agrees, on or before January 31st of each year, to report to Authorized Representative the water or energy savings realized through the Project in accordance with the reporting requirements established by Authorized Representative.

9. Construction and Definitions. This Owner Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein and not otherwise defined herein have the meanings ascribed to them in the PACE Program and/or the PACE Act.

10. Binding Effect. This Owner Contract is binding upon and inures to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

11. Notices. Unless otherwise specifically provided herein, all notices and other communications required or permitted by this Owner Contract shall be in writing and delivered by first-class mail or by electronic mail, addressed to the other party at the address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law. This Owner Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

13. Entire Agreement. This Owner Contract constitutes the entire agreement between Local Government and Property Owner with respect to the subject matter hereof and may not be amended or altered in any manner except by a document in writing executed by both parties.

14. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

15. Counterparts. This Owner Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together will constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

16. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the “**usury limit**”). If the total amount of interest payable to Local Government and Contractual Interest payable to Lender exceeds the usury limit, the interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the

amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Owner Contract.

17. Costs. No provision of this Owner Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

18. Further Assurances. Property Owner further covenants and agrees to do, execute and deliver, or cause to be done, executed, and delivered all such further acts for implementing the intention of this Owner Contract as may be reasonably necessary or required.

19. Construction Terms. The Financing Documents executed by Lender and Property Owner must include a requirement that Lender will withhold _____% of the Financing until verification that the Project was properly completed and is operating as intended is provided to Authorized Representative by an Independent Third Party Reviewer ("ITPR), or Property Owner will pay liquidated damages to Lender of \$_____ per day for every day after 30 days following completion of the Project that such verification of completion is not provided. If verification of completion is not provided by Property Owner within 30 days after completion of the Project, such verification shall be submitted by Lender. If the Lender Contract includes requirements related to the construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit D attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

LOCAL GOVERNMENT:

CITY OF LUBBOCK, TEXAS

By: TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY
AUTHORIZED REPRESENTATIVE

Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: CHARLENE HEYDINGER

Title: PRESIDENT, TEXAS PACE AUTHORITY

Address: PO BOX 200368
AUSTIN, TX 78720-0368

Email Address: charlene@texaspaceauthority.org

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, 20__ by Charlene Heydinger, President, Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, a Texas nonprofit corporation, on behalf of said corporation as Authorized Representative for the Local Government.

(print name)

NOTARY PUBLIC, STATE OF TEXAS

OWNER CONTRACT EXHIBIT A

NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT

OWNER CONTRACT EXHIBIT B
MORTGAGE HOLDER(S) CONSENT

OWNER CONTRACT EXHIBIT D

CONSTRUCTION TERMS

Retainage or Liquidated Damages:

Lender will retain _____% of the Financing until a report of completion by a qualified Independent Third Party Reviewer (“ITPR”) is provided to Authorized Representative.

OR

Property Owner will pay liquidated damages to Lender of \$_____ per day for every day after 30 days following completion of the Project that such a report of completion is not provided. Lender will then provide the report of completion to Authorized Representative.

Additional Construction Terms

Date	Draw down Amount	Purpose

EXHIBIT 3
FORM LENDER CONTRACT

FORM PACE LENDER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY (“**PACE**”) LENDER CONTRACT including the attached exhibits (“**Lender Contract**”) is made as of the _____ day of _____, _____, (“**Effective Date**”) by and between the City of Lubbock, Texas (“**Local Government**”) and _____ (“**Lender**”).

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated _____, adopted by the City Council (“**PACE Program**”), and has designated Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority as the representative of Local Government (“**Authorized Representative**”) authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the boundaries of the City of Lubbock, Texas jurisdiction as a region (the “**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner’s property pursuant to the PACE Program.

C. Pursuant to Application number _____, _____ (“**Property Owner**”), the sole legal and record owner of the following qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region has/have applied to Local Government to participate in the PACE Program with respect to certain real property located at _____, Lubbock, Texas, _____ - _____ (the “**Property**”) by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (“**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”).

D. Property Owner and Local Government have entered into a written contract as required by Section 399.005 of the PACE Act, a copy of which is attached hereto as Exhibit A and made a part hereof (the “**Owner Contract**”), in which Property Owner has requested that Local

Government impose an assessment (the “**Assessment**”) on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the real property records of Lubbock County, Texas (the “**Notice of Contractual Assessment Lien**”), to repay the financing of such Qualified Improvements. A copy of the Notice of Contractual Assessment Lien is attached as Exhibit A to the Owner Contract and made a part hereof. The Property, Qualified Improvements, and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing for the Project (“**Financing**”) will be provided to Property Owner by Lender in accordance with financing documents which are described in or copies of which are attached as Exhibit B attached hereto and made a part hereof (the “**Financing Documents**”). Such Financing will include only those costs and fees for which an assessment may be imposed under Section 399.006 (e) of the PACE Act. This Lender Contract is entered into between Local Government and Lender as required by Section 399.006(c) of the PACE Act to provide for repayment of the Financing through the Assessment.

F. As required by Section 399.010 of the PACE Act, Property Owner has notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of the Owner Contract of Property Owner’s intention to participate in the PACE Program. The written consent of each mortgage lien holder to the Assessment was obtained on or prior to the date of the Owner Contract, as shown by the copy of such consent(s) attached as Exhibit B to the Owner Contract.

AGREEMENT

The parties agree as follows:

1. Maintenance and Enforcement of Assessment. Lender agrees to provide Financing for the Project in the total principal amount of \$ _____, according to the terms set out in the Financing Documents attached hereto as Exhibit B. In the event the actual total of costs and fees for which an assessment may be imposed under the PACE Act is different from the stated amount or any other term requires correction, Local Government, Property Owner, and Lender agree to execute an amended Owner Contract and Lender Contract, and Authorized Representative will record an amended Notice of Contractual Assessment Lien. In consideration for the Financing provided or to be provided by Lender for the Project, and subject to the terms and conditions of this Lender Contract, Local Government agrees to maintain and continue the Assessment for the benefit of Lender until the Assessment, all contractual interest due to Lender according to the Financing Documents (“**Contractual Interest**”), any prepayment penalty, and any penalties, interest, fees, or costs due under or authorized by the PACE Act and the Financing Documents are paid in full, and to release the Assessment upon notice from Lender of such payment. Local Government will not release, sell, assign or transfer the Assessment or the lien securing it without the prior written consent of Lender. Local Government agrees to enforce the assessment lien against the Property at the request of Lender in the event of a default in payment by Property Owner in accordance with the provisions set forth in paragraph 6. Local Government shall have no obligation to repurchase the Assessment and no liability to Lender should there be a default in the payment thereof or should there be any other loss or expense suffered by Lender or under any other circumstances.

2. Installments. The Assessment and Contractual Interest thereon are due and payable to Lender in installments (“**Installments**”) according to the payment schedule set forth in the Financing Documents attached hereto as Exhibit B. The Assessment includes (1) an application fee paid by Property Owner to Authorized Representative at closing of the Financing and (2) a recurring administration fee paid by Property Owner to Authorized Representative until the Assessment is released. The recurring administration fee amount will be collected by Lender and paid to Authorized Representative within thirty (30) days of receipt by Lender, unless otherwise agreed to in writing by Authorized Representative. Notwithstanding the foregoing, in the event of delinquency in the payment of any Installment, Lender will, upon notice to Authorized Representative, withhold payment of any amounts due to Authorized Representative in connection with such Installment until the Installment is paid. Any such temporary withholding will not reduce the amount of administration fees included in the Assessment. The amounts due to Authorized Representative are identified in Exhibit B hereto. As required by Section 399.009(a)(8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project.

3. Assignment of Right to Receive Installments or Require Enforcement of Lien. Lender will have the right, with or without the consent of Property Owner, to assign or transfer the right to receive the Installments or require Local Government to enforce the assessment lien in the event of a default in payment, together with the corresponding obligations, provided that all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender, which may be one of the following:

(1) Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;

(2) Any insurance company authorized to conduct business in one or more states;

(3) Any registered investment company, registered business development company, or a Small Business Administration small business investment company;

(4) Any publicly traded entity; or

(5) Any private entity that:

(i) Has a minimum net worth of \$5 million;

(ii) Has at least three years’ experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years’ experience in business or industrial lending or commercial real estate lending;

(iii) Can provide independent certification as to availability of funds; and

(iv) Has the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts

(6) A financially stable entity, whether or not from the list above, with the ability to carry out, either directly or through a servicer, the obligations of this Lender Contract related to the receipt and accounting of the Installments or the enforcement of the assessment lien.

(b) Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed at least 30 days before the next Installment is due according to the payment schedule included in the Financing Documents; and

(c) The assignee or transferee executes a written assumption agreement according to the Financing Documents of all of Lender's rights and obligations under this Lender Contract related to the receipt of the Installments or enforcement of the assessment lien and provides a copy of such assumption to Property Owner and Authorized Representative within 10 days after execution of the agreement. Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately. Upon written notice to Property Owner and Authorized Representative of an assignment or transfer that meets all of these conditions, the assignor will be released of all of the rights and obligations of the Lender under this Lender Contract accruing after the date of the assignment that are specified in the assignment or transfer document, and all of such rights and obligations will be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments or to require enforcement of the assessment lien that does not meet all of these conditions is void. Lender will retain all of the rights and obligations of Lender under this Lender Contract until such rights and obligations are assigned or transferred according to this paragraph.

4. Financing Responsibility. Lender assumes full responsibility for determining the financial ability of the Property Owner to repay the Financing and for advancing the funds as set forth in the Financing Documents and performing Lender's obligations and responsibilities thereunder. In the event the assessment lien on the Property is enforced by foreclosure as provided below, Lender will have no further obligations to Property Owner with respect to the Installments that were the subject of the foreclosure, but Lender will retain the rights to enforcement of the lien for any Installments that are not eliminated by the foreclosure, and the succeeding owner of the Property will be subject to such lien.

5. Lien Priority and Enforcement. As provided in the Owner Contract and Section 399.014 of the PACE Act:

(a) Delinquent Installments will incur penalties and interest on the principal of the Installment in the same manner and in the same amount as delinquent property taxes, that is, a delinquent Installment incurs a penalty of 6% of the principal amount of the Installment for the first calendar month it is delinquent plus 1% for each additional month

or portion of a month the Installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an Installment delinquent on July 1 incurs a total penalty of 12% of the principal amount of the delinquent Installment without regard to the number of months it has been delinquent. A delinquent Installment will also accrue interest on the principal of the Installment at the rate of 1% for each month or portion of a month that the Installment remains unpaid. Subject to paragraph 16 below, penalties, interest, fees, and costs payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees and charges that become due pursuant to the Financing Documents may be imposed and retained by Lender.

(b) The Assessment and any interest or penalties thereon,

(1) are a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is recorded in the real property records of Lubbock County, Texas, as provided by Section 399.013 of the PACE Act, until the Assessment, interest, or penalty is paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax.

(c) The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due will not be eliminated by foreclosure of (i) a property tax lien, or (ii) the lien for a delinquent Installment of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse to Lender, Local Government or Authorized Representative

(d) In the event of a default by Property Owner in payment of an Installment called for by the Financing Documents or the filing of a case under the U.S. Bankruptcy Code by or against Property Owner, the lien created by the Assessment will be enforced by Local Government for the benefit of Lender according to paragraph 6(c) below in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total principal amount of the delinquent Installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender will be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) As provided in Section 399.014(a-1) of the PACE Act, after written notice of the Assessment is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a “qualified improvement” or the project is not a “qualified project”, as such terms are defined in Section 399.002 of the PACE Act.

6. Servicing and Enforcement of Assessment.

(a) Servicing. The Installments and other amounts due under the Financing Documents will be billed, collected, received, and disbursed in accordance with the procedures set out in the Financing Documents. Lender or its designee will be responsible for all servicing duties other than those specifically undertaken by Local Government in this Lender Contract. Authorized Representative will deliver an annual notice of assessment to Property Owner by electronic mail each year until the Assessment is released. If requested by Property Owner in the Owner Contract, Local Government agrees to also send an annual notice of assessment to Property Owner by first class mail in the envelope with the tax bill of the Property each year until the Assessment is released. However, any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner will not affect the Assessment or Property Owner’s obligations under the Owner Contract.

(b) Remittances. Each of the parties covenants and agrees to promptly remit to the other party any payments incorrectly received by such party with respect to the Assessment after the execution of this Lender Contract.

(c) Default and Enforcement. In the event of a default in payment of any Installment according to the Financing Documents, Lender agrees to take at least the following steps to collect the delinquent Installment:

(1) Mail a written notice of delinquency and demand for payment to the Property Owner by both certified mail, return receipt requested, and first class mail; and

(2) Mail a second notice of delinquency to the Property Owner and the holder of any mortgage lien on the property by both certified mail, return receipt requested, and first-class mail at least 30 days after the date of the first notice if the delinquency is continuing.

The holder of any mortgage lien on the property will have not less than a 30-day right to cure the delinquency by paying the amount of the delinquent installment. If the Property Owner fails to cure the delinquency within 30 days after the mailing of the second notice of delinquency, Lender or its designee may notify Authorized Representative in writing of a default in payment by Property Owner. Upon receipt of such notice and after doing its own due diligence, including delivering a notice of foreclosure to Freddie Mac not less than 30 days prior to the foreclosure if the mortgage lien is held by Freddie Mac, Authorized Representative will certify the default to Local Government, which will enforce the assessment lien for the benefit of Lender pursuant to Sec. 399.014(c) of the PACE Act, in the same manner as a property tax lien against real property

may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution. However, if a case under the U.S. Bankruptcy Code is filed by or against Property Owner or if the enforcement of the assessment lien is prevented by the order of a court, Local Government will notify Authorized Representative and will file a proof of claim for the balance of the assessment, accrued interest and penalties, and all costs and expenses, including attorney's fees, as authorized by Section 399.014 of the PACE Act. Authorized Representative will notify Lender of the filing of the proof of claim. Lender will not be required to mail a notice of delinquency to Property Owner or a notice of default to Local Government. Lender will reimburse Local Government for any costs and expenses, including attorney's fees, required to file and present the claim.

(d) Priority. If the assessment lien is enforced by foreclosure or collected through a bankruptcy or similar proceeding, the assessment balance and any interest or penalties on the assessment will have the same priority status as a lien for any other ad valorem tax, pursuant to Sec. 399.014(a)(2) of the PACE Act.

(e) Final Payment and Release. When the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees, or costs due under or authorized by the PACE Act or the Financing Documents have been paid in full, Local Government's rights under the Owner Contract will cease and terminate. Upon notice from Lender that all amounts due have been paid in full, Authorized Representative will execute a release of the Assessment and the Owner Contract and record the release.

(f) Limitations on Local Government's Actions. Without the prior written consent of Lender, Local Government will not enter into any amendment or modification of or deviation from the Owner Contract. Local Government or Authorized Representative will not institute any legal action with respect to the Owner Contract, the Assessment, or the assessment lien without the prior written request of Lender.

(g) Limitations of Local Government's Obligations. Local Government undertakes to perform only such duties as are specifically set forth in this Lender Contract, and no implied duties on the part of Local Government are to be read into this Lender Contract. Local Government will not be deemed to have a fiduciary or other similar relationship with Lender. Local Government may request written instructions for action from Lender and refrain from taking action until it receives satisfactory written instructions. Local Government will have no liability to any person for following such instructions, regardless of whether they are to act or refrain from acting.

(h) Costs. No provisions of this Lender Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

7. Lender's Warranties and Representations. With respect to this Lender Contract, Lender hereby warrants and represents that on the date on which Lender executes this Lender Contract:

(a) Lender is a qualified lender under the PACE Program, as defined in paragraph 3(a) above, and is fully qualified under the PACE Program to enter into this Lender Contract and the Financing Documents;

(b) Lender has independently and without reliance upon Local Government conducted its own credit evaluation, reviewed such information as it has deemed adequate and appropriate, and made its own analysis of the Owner Contract, the Project, and Property Owner's financial ability to perform the financial obligations set out in the Financing Documents; and

(c) Lender has not relied upon any investigation or analysis conducted by, advice or communication from, or any warranty or representation by Local Government, Authorized Representative, or any agent or employee of Local Government, express or implied, concerning the financial condition of the Property Owner or the tax or economic benefits of an investment in the Assessment.

8. Written Contract Required by the PACE Act. This Lender Contract constitutes a written contract between Local Government and Lender, as required under Section 399.006 (c) of the PACE Act.

9. Construction and Definitions. This Lender Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein and not otherwise defined herein have the meanings ascribed to them in the PACE Program, and/or the PACE Act.

10. Binding Effect. This Lender Contract is binding upon and inures to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

11. Notices. Unless otherwise specifically provided herein, all notices and other communications required or permitted hereunder shall be in writing and delivered by first-class mail or by electronic mail, addressed to the other party at the address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law. This Lender Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

13. Entire Agreement. This Lender Contract constitutes the entire agreement between Local Government and Lender with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties.

14. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

15. Counterparts. This Lender Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together will constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

16. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the “**usury limit**”). If the total amount of interest payable to Local Government and Contractual Interest payable to Lender exceeds the usury limit, interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Lender Contract.

17. Certification. Local Government certifies that the PACE Program has been duly adopted and is in full force and effect on the date of this Lender Contract. Property Owner has represented to Lender and Local Government that the Project is a “qualified project” as defined in the PACE Program and Section 399.002 of the PACE Act. The Assessment has been imposed on the Property as a lien in accordance with the PACE Owner Contract and the PACE Act. Local Government has not assigned or transferred any interest in the Assessment or the PACE Owner Contract.

18. Construction Terms. The Financing Documents executed by Lender and Property Owner must include a requirement that Lender will withhold _____% of the Financing until verification that the Project was properly completed and is operating as intended is provided to Authorized Representative by an Independent Third Party Reviewer (“ITPR”), or Property Owner will pay liquidated damages to Lender of \$_____ per day for every day after 30 days following completion of the Project that such verification of completion is not provided. If verification of completion is not provided by Property Owner within 30 days after completion of the Project, such verification shall be submitted by Lender. If this Lender Contract includes any additional requirements related to construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit C attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

LOCAL GOVERNMENT:

By: TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: CHARLENE HEYDINGER
Title: PRESIDENT, TEXAS PACE AUTHORITY
Address: PO BOX 200368
AUSTIN, TX 78720-0368

Email Address: charlene@texaspaceauthority.org

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, 20__ by Charlene Heydinger, President, Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, a Texas nonprofit corporation, on behalf of said corporation as Authorized Representative for the Local Government.

(print name)

NOTARY PUBLIC, STATE OF TEXAS

LENDER CONTRACT EXHIBIT A

OWNER CONTRACT

LENDER CONTRACT EXHIBIT C

CONSTRUCTION TERMS

Retainage or Liquidated Damages:

Lender will retain _____% of the Financing until a report of completion by a qualified Independent Third Party Reviewer (“ITPR”) is provided to Authorized Representative.

OR

Property Owner will pay liquidated damages to Lender of \$_____ per day for every day after 30 days following completion of the Project that such a report of completion is not provided. Lender will then provide the report of completion to Authorized Representative.

Date	Draw down Amount	Purpose

EXHIBIT 4

FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO PROPERTY ASSESSED CLEAN ENERGY ACT

**FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT**

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand. Unless otherwise expressly provided herein, all terms used herein have the same meanings ascribed to them in the PACE Act.

B. City of Lubbock, Texas (“**Local Government**”) has established a program under the PACE Act (“**PACE Program**”) pursuant to a resolution dated _____, adopted by the City Council, and has designated Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, as the representative of Local Government (“**Authorized Representative**”) authorized to enter into and enforce the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the boundaries of the City of Lubbock, Texas as a region (the “**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owners’ property pursuant to the PACE Program.

C. _____ (“**Property Owner**”) is/are the sole legal and record owner of the qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region located at _____, Lubbock, Texas ____ - ____ and more fully described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

D. Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements described in Exhibit B attached hereto and made a part hereof, which are intended to decrease water or energy consumption or demand and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (the “**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”). Property Owner has entered into a written contract (the “**Owner Contract**”) with Local Government pursuant to the PACE Act and the PACE Program and has requested Local

Government to impose an assessment on the Property to repay the financing of such Qualified Improvements.

E. The financing of such Qualified Improvements will be provided to Property Owner by _____ (“**Lender**”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act (the “**Lender Contract**”). Lender will be responsible for all servicing duties other than those specifically undertaken by Local Government in the Lender Contract.

THEREFORE, Local Government hereby gives notice to the public pursuant to Section 399.013 of the PACE Act that it has imposed an assessment on the Property in the principal amount of \$ _____ (the “**Assessment**”). The Assessment includes only those costs and fees for which an assessment may be imposed under Section 399.006(e) of the PACE Act. In the event that the actual total of costs and fees for which an assessment may be imposed is different from the amount stated or any other term requires correction, Local Government, Property Owner, and Lender will execute an amended Owner Contract and Lender Contract, and Authorized Representative will record an amended Notice of Contractual Assessment Lien.

The Assessment and contractual interest thereon due to the Lender (the “**Contractual Interest**”) are due and payable in installments (“**Installments**”) in accordance with the terms and payment schedule included in the financing documents executed between Property Owner and Lender that are described in or copies of which are attached hereto as Exhibit C (the “**Financing Documents**”).

Pursuant to Section 399.014 of the PACE Act,

1. The Assessment and any interest or penalties thereon,
 - (i) are a first and prior lien against the Property from the date on which this Notice of Contractual Assessment Lien is recorded in the real property records of Lubbock County, Texas, until the Assessment, interest, or penalty is paid; and
 - (ii) such lien has the same priority status as a lien for any other ad valorem tax.
2. The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due will not be eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for a delinquent Installment of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner’s obligations under the Financing Documents will be transferred to the succeeding owner without recourse to Local Government, or Authorized Representative.

As provided in Section 399.014(a-1) of the PACE Act, after this Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a “qualified improvement” or the project is not a “qualified project”, as such terms are defined in Section 399.002 of the PACE Act.

EXECUTED on _____, _____.

LOCAL GOVERNMENT:

CITY OF LUBBOCK, TEXAS

By: Texas Property Assessed Clean Energy Authority
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: CHARLENE HEYDINGER
Title: PRESIDENT, TEXAS PACE AUTHORITY
Address: PO BOX 200368
AUSTIN, TX 78720-0368

E-mail: charlene@texaspaceauthority.org

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This Notice of Contractual Assessment Lien pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, 20__ by Charlene Heydinger, President, Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, a Texas nonprofit corporation, on behalf of said corporation as Authorized Representative for the Local Government.

_____ (print name)

NOTARY PUBLIC, STATE OF TEXAS

NOTICE OF LIEN EXHIBIT A
PROPERTY DESCRIPTION

NOTICE OF LIEN EXHIBIT B
QUALIFIED IMPROVEMENTS

INDEXING INSTRUCTION:

Grantor: _____, Property Owner
Grantees: _____, Local Government
 _____, Lender

After recording, return to- Texas PACE Authority
 Charlene Heydinger
 PO Box 200368
 Austin, TX 78720-0368



Regular City Council Meeting

8. 5.

Meeting Date: 10/12/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-00144, for Zone Case 2690-D, a request of AMD Engineering, LLC for KWTHEM, LLC, for a zone change from Family Apartment District (A-1) and General Retail District (C-3) to Local Retail District (C-2) with a Specific Use for a Self-Storage Facility, at 2501 Iola Avenue, located east of Iola Avenue and north of 26th Street, West End North Addition, Tract D1.

Item Summary

On September 28, 2021, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. The applicant requested a zone change to General Retail District (C-3) Specific Use; however the Planning and Zoning Commission recommended a zone change to Local Retail District (C-2) Specific Use instead. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 2021, and recommended approval of C-2 with Specific Use for a Self-Storage Facility by a vote of 7-1-0.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance Zone Case 2690-D
Staff Report Zone Case 2690-D
Documentation Zone Case 2690-D

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2690-D; A ZONING CHANGE FROM A-1 AND C-3 TO C-2 SPECIFIC USE FOR A SELF-STORAGE FACILITY, AT 2501 IOLA AVENUE, LOCATED EAST OF IOLA AVENUE AND NORTH OF 26TH STREET, WEST END NORTH ADDITION, TRACT D1, LUBBOCK, TEXAS; SUBJECT TO REQUIREMENTS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 2690-D

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-1 and C-3 to C-2 Specific Use for a Self-Storage Facility, at 2501 Iola Avenue, located east of Iola Avenue and north of 26th Street, West End North Addition, Tract D1, City of Lubbock, Lubbock County, Texas, subject to requirements.**

SUBJECT TO THE FOLLOWING REQUIREMENTS:

- 1. THAT the development shall be in accordance with the proposed site plan;**
- 2. THAT no windows shall be on the west side of the building.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **A-1 and C-3** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **2501 Iola Avenue, located east of Iola Avenue and north of 26th Street, West End North Addition, Tract D1, City of Lubbock, Lubbock County, Texas.**

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC2690-D
September 2, 2021

Staff Report	Zone Case 2690-D
City Council Meeting	September 28, 2021

Applicant AMD Engineering, LLC

Property Owner KWTHEM, LLC

Council District 6

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- September 11, 1958: This property was annexed through Ordinance No. 002535 and zoned Single-Family District (R-1).
- April 14, 1994, Zone Case 2960: This property was rezoned from Single-Family District (R-1) to High-Density Apartment District (A-2) through Ordinance No. 009545.
- May 8, 2008, Zone Case 2690-A: This property was rezoned from High-Density Apartment District (A-2) to Family Apartment District (A-1) and General Retail District (C-3) through Ordinance No. 2008-00044.
- July 27, 2021, Zone Case 2690-C: A zone change request from A-1 and C-3 to Interstate Highway Commercial District (IHC) was denied by City Council.
- September 02, 2021, Zone Case 2690-D: The Planning and Zoning Commission recommended approval of a zone change to C-2 Specific Use for self-storage tied to the sight plan, no windows facing west, by a vote of 7-1-0.

Notification Summary

- Notifications Sent: 40
- Received In Favor: 2
- Received In Opposition: 0

Site Conditions and History

The subject property was annexed in 1958 and has since remained undeveloped.

Adjacent Property Development

The property to the north is zoned Family Apartment District (A-1) and is developed with townhomes. The property to the east is zoned General Retail District (C-3) and is developed with a commercial business. The property to the south is zoned Interstate Highway Commercial (IHC) and is vacant. The property to the west is zoned Single Family District (R-1) and is developed with residential homes.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 2501 lola Avenue and is located east of lola Avenue and north of 26th Street, West End North Addition, Tract D1. The applicant requests a zone change from (A-1) and (C-3) to (C-3) Specific Use, with the intent to construct a self-storage facility.

Current zoning: Family Apartment District (A-1) and General Retail District (C-3)

Requested zoning: General Retail District (C-3) Specific Use

Intent Statements

The intent of the current A-1 zoning is “...to promote medium-density, multiple-occupancy development. The regulations are designed to promote family-oriented development which provides the occupants with the proper environmental quality, and compatibility with lower-density development. The purpose of this district is not to isolate multi-family units, but to encourage compatible residential land uses through effective planning and urban design.”

The intent of the current and requested C-3 zoning is “...to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered.”

The intent of the proposed Specific Use is “...to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used. The regulations require specific site planning on all aspects of proposed development to ensure that any variations of land uses or land use standards will be in harmony with the purposes and objectives of the zoning ordinance.”

Traffic Network/Infrastructure Impacts

The proposed rezoning location will be along Iola Avenue and 26th Street, which are both designated as Collectors by the Master Thoroughfare Plan, 2018. Collectors provide access and movement within residential, commercial, and industrial areas.

Compatibility with Surrounding Property

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development. The proposed use is for the development of a self-storage facility.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The principles outlined in the Comprehensive Plan designate this area for “Residential High Density” land uses and notes that land uses in these areas can take numerous forms depending on context. The level of intensity for C-3 Specific Use is appropriate for this area. The Future Land Use Plan designates the surrounding properties for Residential High Density use. Although the C-3 Specific Use zoning is not consistent with the Future Land Use Plan, it is appropriate next to the established commercial use to the east and the IHC zoning to the south.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential and commercial uses that are already established.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the C-3 zoning district or the Specific Use for a self-storage facility.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and supporting documentation

Staff Contacts

Ashley Vasquez
Planner
Planning Department
806-775-2107
ashleyvasquez@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Allowable Uses: [General Retail District \(C-3\)](#)
[Specific Use District](#)

Transportation: The proposed development has points of access from lola Avenue, 26th Street and 24th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
<i>lola Avenue, Collector, Not Completed</i>	R.O.W. 64 feet, two-lane, undivided, paved	R.O.W. 64 feet, three-lane, undivided, paved
<i>26th Street, Collector, Not Completed</i>	R.O.W. 64 feet, two-lane, undivided, paved	R.O.W. 64 feet, three-lane, undivided, paved
<i>24th Street, Collector, Not Completed</i>	R.O.W. 64 feet, two-lane, undivided, paved	R.O.W. 64 feet, three-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.2 **Case 2690-D:** AMD Engineering, LLC for KWTHEM, LLC

Request for a zone change from Family Apartment District (A-1) and General Retail District (C-3) to General Retail District (C-3) with a Specific Use for a Self-Storage Facility, at:

- 2501 lola Avenue, located east of lola Avenue and north of 26th Street, West End North Addition, Tract D1.

PLANNER ASHLEY VASQUEZ stated there were forty (40) notifications sent out. There have been two (2) returned in favor and zero (0) in opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

BOARDMEMBER JAMES BELL asked if the streets were reviewed for this location. Staff advised the Engineering Department is given the opportunity to review zone cases prior to the Planning and Zoning Commission hearing and no comments were made on this case.

BOARDMEMBER DAN WILSON asked why they are requesting C-3 Specific Use instead of C-2 Specific Use.

APPLICANT WILL STEPHENS, AMD Engineering, LLC, 6515 68th Street, explained why this request is coming back to the Commission and items proposed on the site plan including trees, brick walls, etc. There will be no windows facing west and he is open to visiting with the residents before moving forward if needed.

BOARDMEMBER JAMES BELL wanted to make sure the applicant understands the setbacks for a multi-story development.

OPPOSITION - JOE KJOSA 6310 22nd Street, advised he is against a self-storage facility in his neighborhood. There are already several. He feels like 24th and 26th Street may not be able to handle heavy traffic. He would like GRACO to find another use for the properties that would be better for the neighborhood.

REPRESENTATIVE TYLER PARR 5307 W Loop 289 Suite 300, with GRACO, stated they could go to C-2 zoning instead of C-3 if needed.

No one spoke in favor of the request.

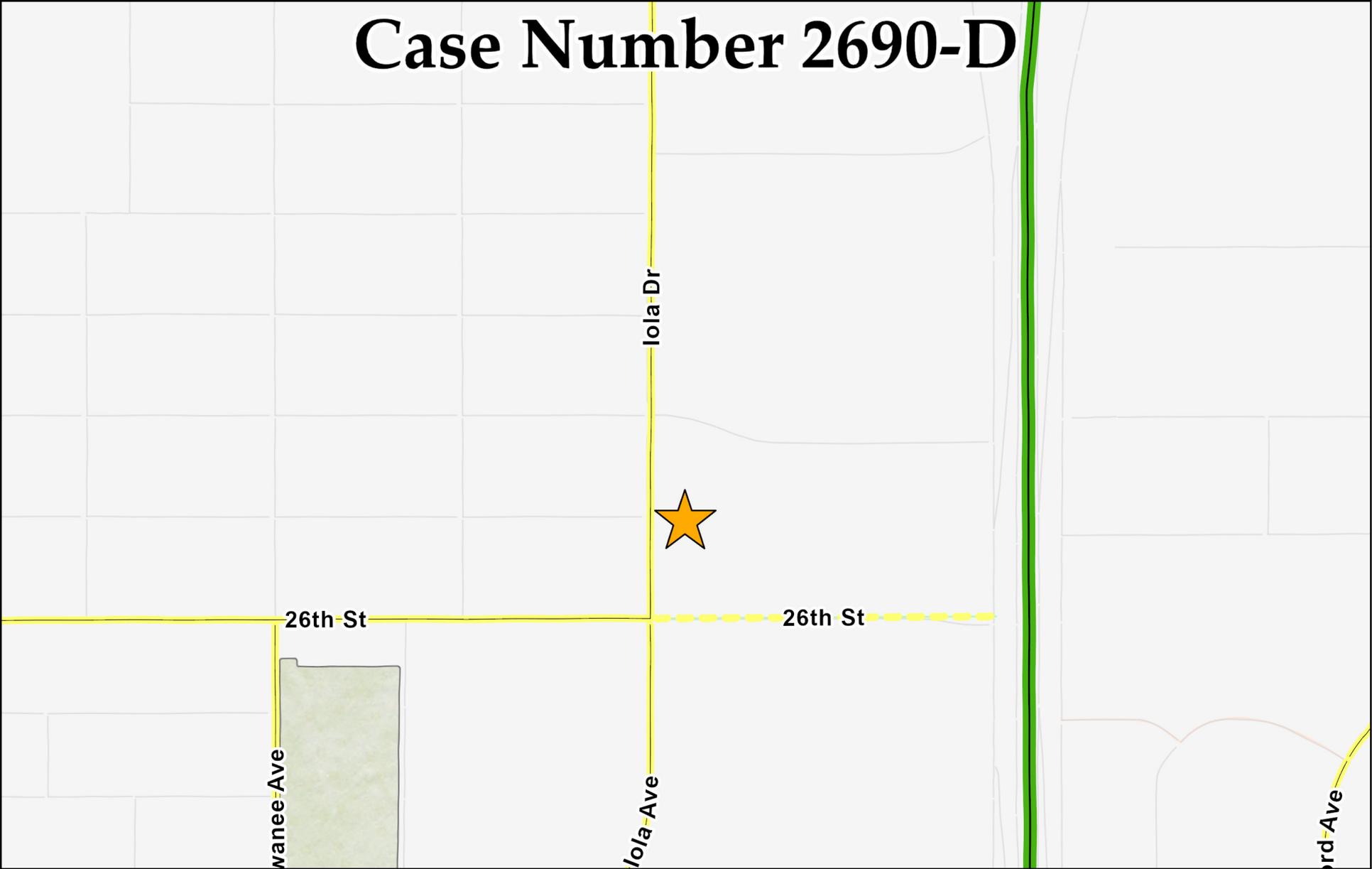
In the matter of **Zone Case 2690-D** a motion was made by **JORDAN WHEATLEY** and seconded by **DAN WILSON** to approve a zone change to C-2 with a Specific Use for a Self-Storage Facility with conditions, and the Commission members voted 7 (in favor) to 1 (in opposition) to approve the motion with the following conditions:

1. Tied to the proposed site plan.
2. No windows are allowed on the west side of the building.

Item will be forwarded to City Council for consideration.

JAMES BELL cast the vote in opposition.

Case Number 2690-D

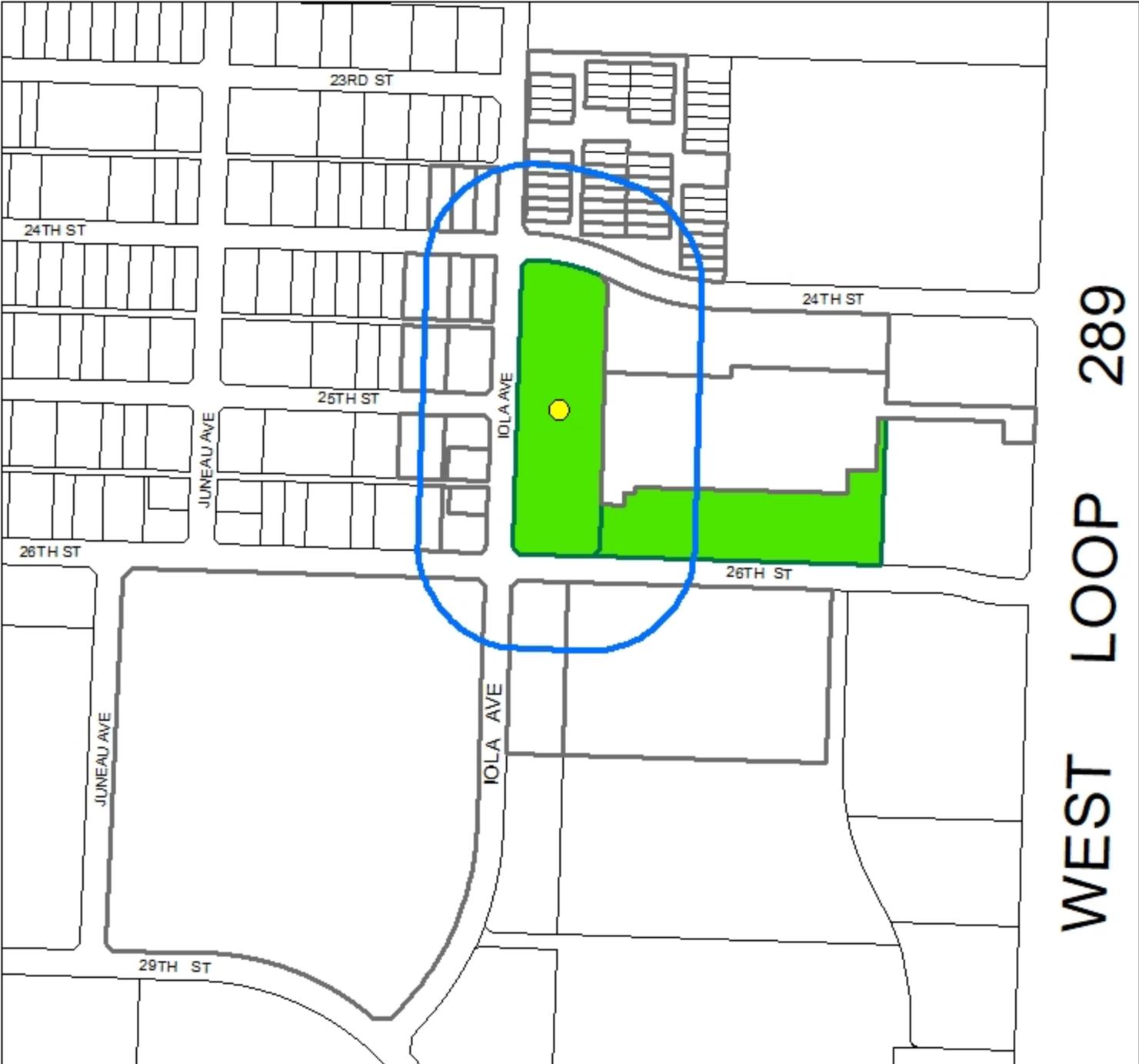


Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

North
South
East
West

Date Exported: August 2021

PZC Mailout Notifications Received



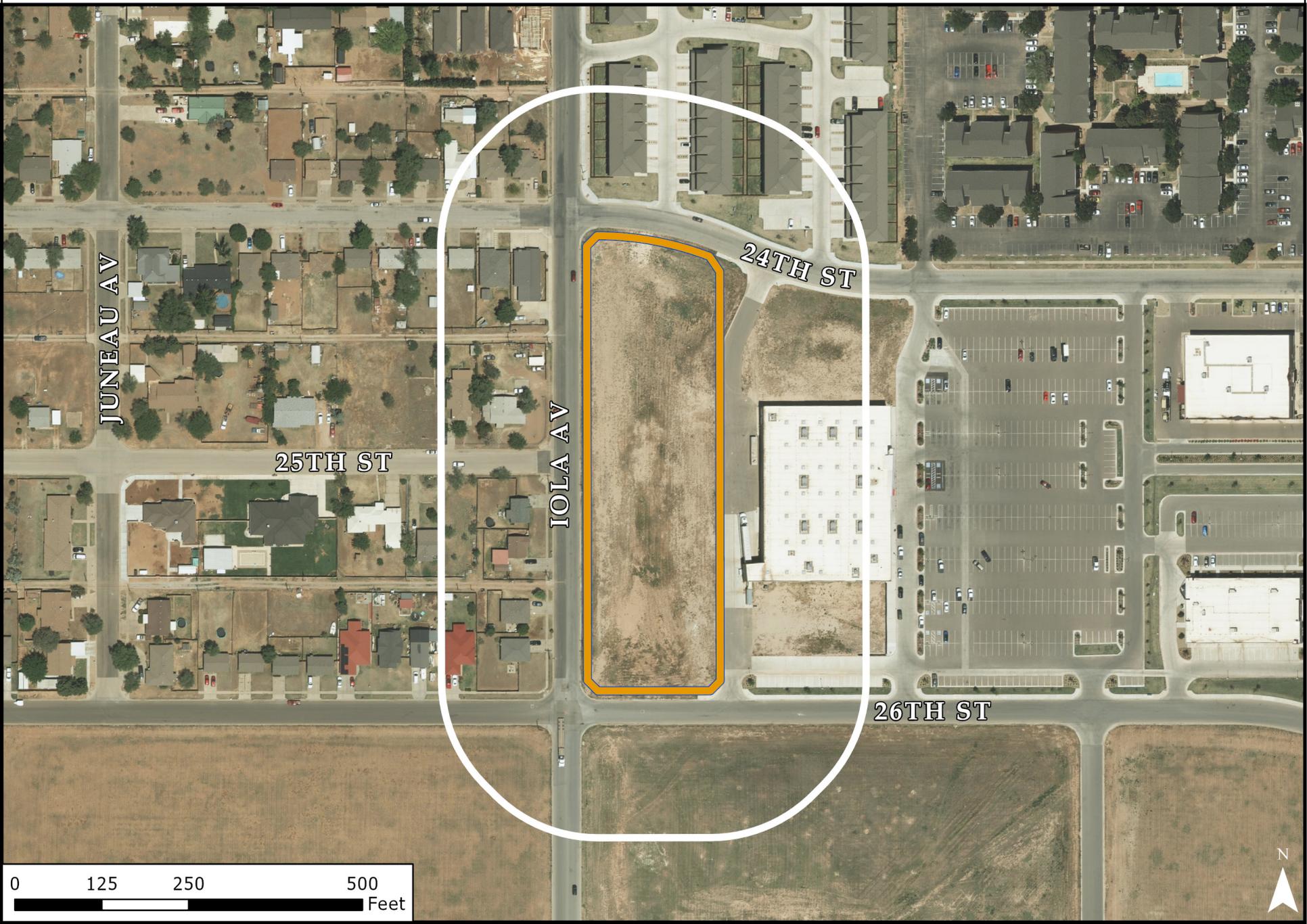
Legend

-  LocatorPnt2690_D
-  MailoutBuffer2690_D
-  <all other values>
- Notification Result**
-  In Favor
-  No Feedback
-  Opposed

Created by Planning Department
Date: 8/25/2021

0 200 400 800 Feet

Case Number 2690-D

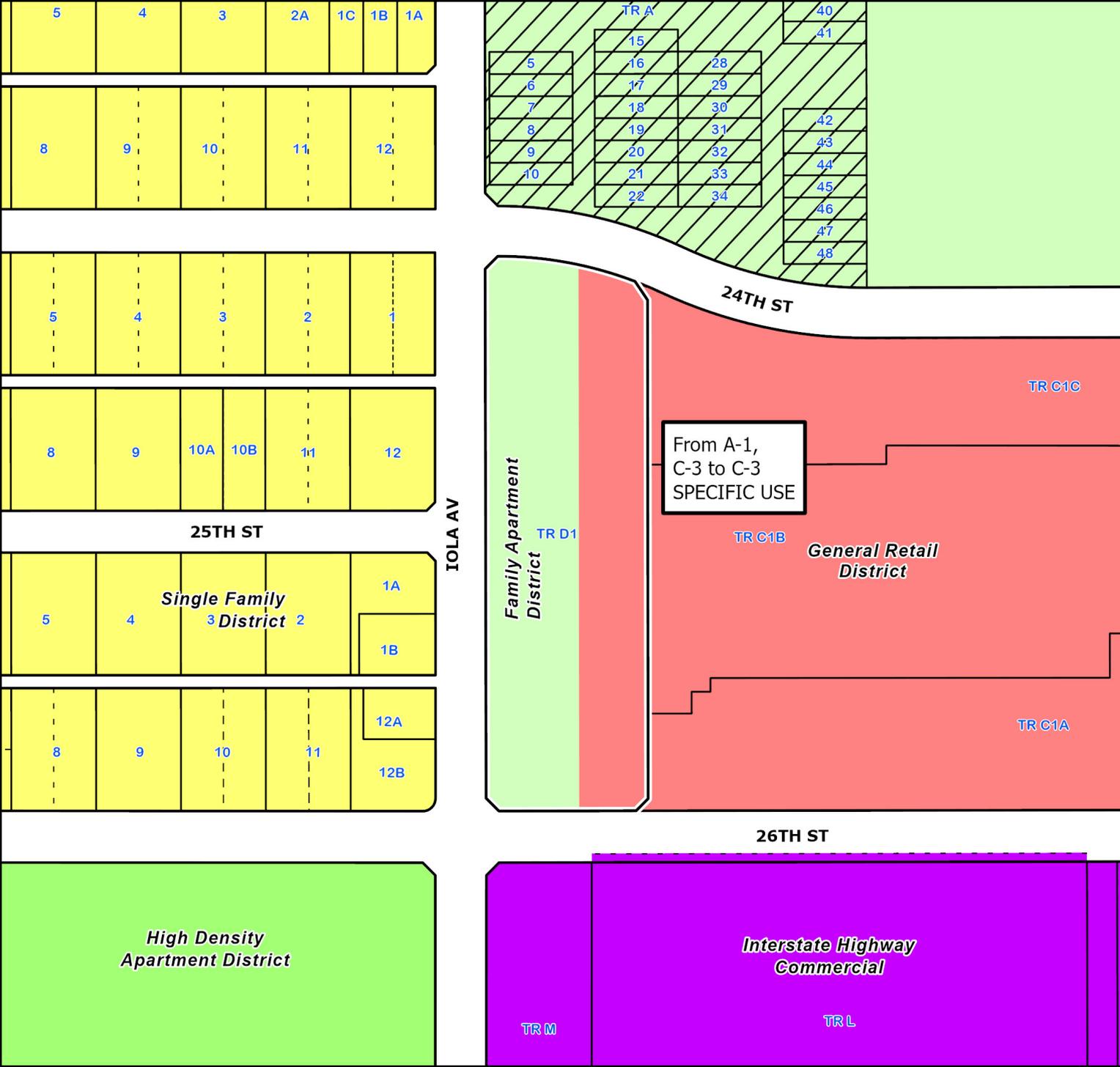


Current Zoning

2690-D

Zoning Districts

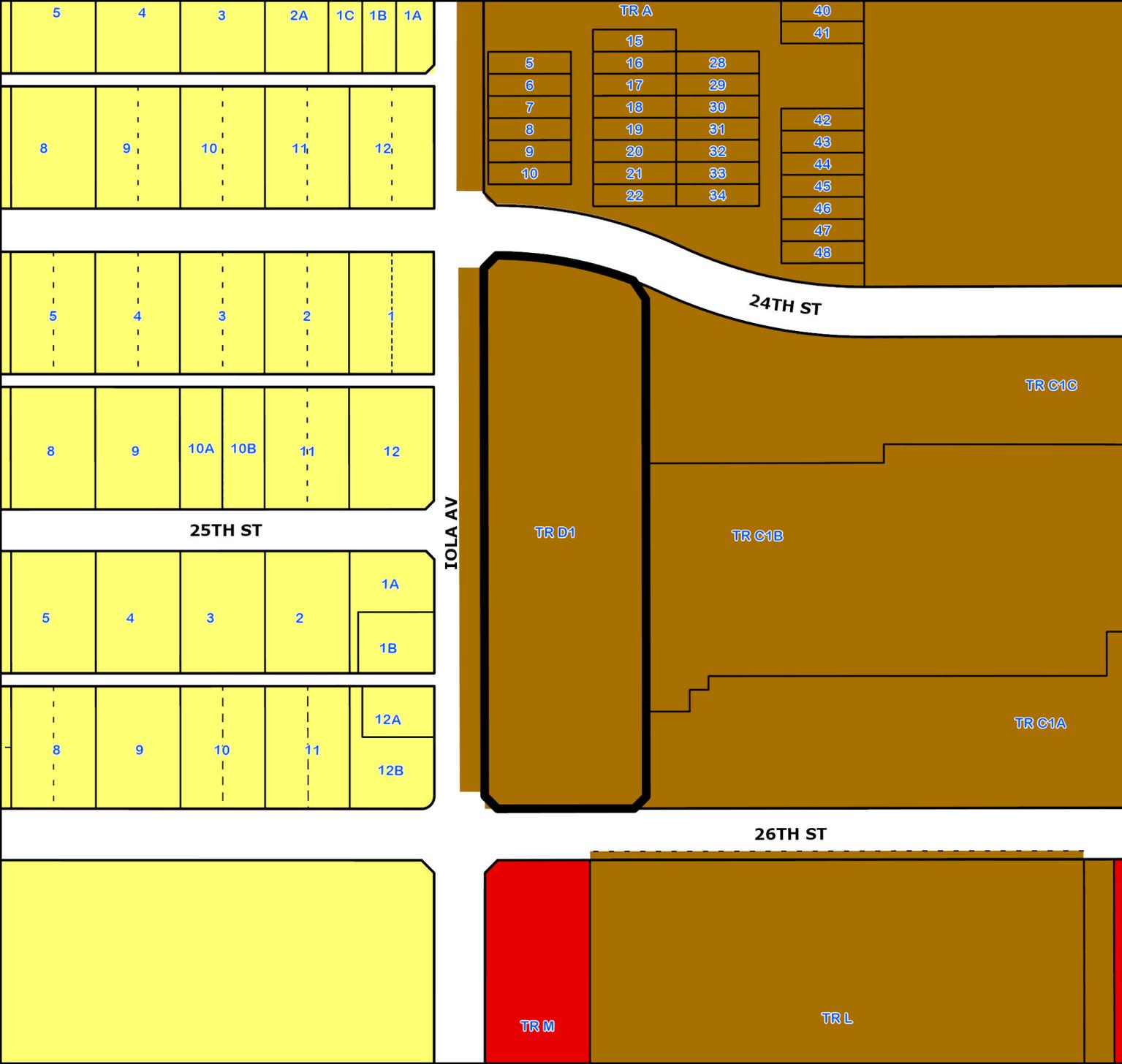
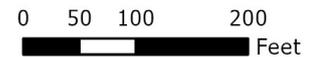
-  Family Apartment
-  Family Apartment Specific Use
-  High Density Apartment
-  General Retail
-  Interstate Highway Commercial
-  Single Family



Future Land Use Plan Case 2690-D

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



2690-D



View of the subject property to the east



View of property to the north



View of property to the south



View of property to the west



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 2501 IOLA AVENUE, LUBBOCK, TEXAS 79407
Lots/Tracts: WEST END NORTH - TRACT D-1
Survey & Abstract:
Metes and Bounds Attached: Yes [checked] No [] Total Acreage of Request: 2.79
Existing Land Use: Existing Zoning: A-1 & C-3
Requested Zoning: C-3 WITH SPECIFIC USE FOR SELF-STORAGE
If property is not subdivided, will a preliminary plat be submitted? Yes [] No []

Representative/Agent Information (if different from owner)

Firm Name: AMD ENGINEERING, LLC
Name: WILL STEPHENS
Address: 6515 68TH ST., SUITE 300 City: LUBBOCK State: TX
ZIP Code: 79424 Telephone: 806-771-5976 Email: WSTEPHENS@AMDENG.COM
Applicant's Signature: [Signature]
Date: 07/29/2021 Printed Name: WILL STEPHENS

Owner Information

Firm Name: KWTHEM, LLC
Owner: TYLER PARR
Address: PO BOX 65207 City: LUBBOCK State: TX
ZIP Code: 79407 Telephone: 806-745-9718 Email: TYLER@GRACOREALESTATE.COM
Property Owner's Signature: [Signature]
Date: 07/29/2021 Printed Name: TYLER PARR

Preparer Information

Preparer's Signature: [Signature]
Date: 07/29/2021 Printed Name: WILL STEPHENS

For City Use Only

Zone Case No: Planning and Zoning Commission Date:
Request for zoning change from: To:
Lots: Blocks:
Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

NONCLIMATE CONTROLLED UNITS

BUILDING	FLOOR AREA
B	6,428
C	3,175
D	8,198
E	13,575
TOTAL SF	31,376 gsf

CLIMATE CONTROLLED UNITS

BUILDING	FLOOR AREA
A1	26,028
A2	26,028
A3	26,028
TOTAL SF	78,084 gsf

COMBINED TOTALS

	FLOOR AREA
TOTAL SF	109,460 gsf



Example of perimeter trees with 29' spacing



Example of proposed residential facing wall construction type



Example of climate controlled multi-story self storage. No upper level windows would face Iola Avenue.



City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the

zone change requested by: P&Z Case No.: **2690-D**

In Favor

Opposed

Reasons and/or Comments:

Print Name: CHRISTIANA A. MCCLENNON
Signature: *Christiana A. McCleennon*
Address: 5307 W. Loop 289 Lubbock, TX 79414
Address of Property Owned: 2410 W Loop 289 Lubbock, TX 79407
Phone Number: 806.745.9718
Email: Christy@graco realestate.com

Zone Case Number: **2690-D**

R338903

Recipient 16 of 40

PAGOSA PARTNERS IV LTD

5307 W LOOP 289

STE 302

LUBBOCK

TX 79414



City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the

zone change requested by: P&Z Case No.: **2690-D**

In Favor

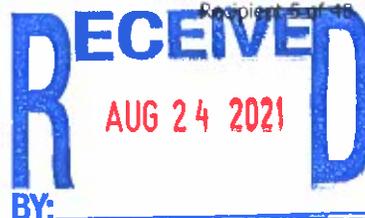
Opposed

Reasons and/or Comments:

Print Name: CHRISTIAN A. MCCLENDON
Signature: Christian A. McCleendon
Address: 5307 W Loop 289, Lubbock, TX 79414
Address of Property Owned: 2601 Ida Ave. Lubbock, TX 79407
Phone Number: 806. 745. 9719
Email: Christy@g-rae-realestate.com

Zone Case Number: **2690-D** R331043
KWTHEM LLC
PO BOX 65207

LUBBOCK TX 79407





Regular City Council Meeting

8. 6.

Meeting Date: 10/12/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-00145, for Zone Case 2904-H, a request of Ingenium Civil Engineering, Inc. for Inn of South Plains, LLC, for a zone change from Interstate Highway Commercial District (IHC), Commercial District (C-4), and Multi-Family District (R-3) to IHC, at 301, 303, 305, 307, 309, 311, and 313 Avenue R and 302, 304, 306, and 310 Avenue Q, located north of Marsha Sharp Freeway and west of Avenue Q, Roberts & McWhorter Addition, Block 3, Lot 1 and part of Lot 2, and Tracts A-C and the north part of Tract D, and Dodson Addition, Block 3, Lots 1-5, and the south 16 feet of Lot 6.

Item Summary

On September 28, 2021, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jessica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance Zone Case 2904-H
Staff Report 2904-H
Documentation 2904-H

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2904-H; A ZONING CHANGE FROM IHC, C-4 AND R-3 TO IHC ZONING DISTRICT AT 301, 303, 305, 307, 309, 311, AND 313 AVENUE R AND 302, 304, 306, 310 AVENUE Q, LOCATED NORTH OF MARSHA SHARP FREEWAY AND WEST OF AVENUE Q, ROBERTS & MCWHORTER ADDITION, BLOCK 3, LOT 1 AND PART OF LOT 2, AND TRACTS A-C AND THE NORTH PART OF TRACT D, AND DODSON ADDITION, BLOCK 3, LOTS 1-5, AND THE SOUTH 16 FEET OF LOT 6, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 2904-H

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from IHC, C-4 and R-3 to IHC zoning district at 301, 303, 305, 307, 309, 311, and 313 Avenue R and 302, 304, 306, 310 Avenue Q, located north of Marsha Sharp Freeway and west of Avenue Q, Roberts & McWhorter Addition, Block 3, Lot 1 and part of Lot 2, and

Tracts A-C and the north part of Tract D, and Dodson Addition, Block 3, Lots 1-5, and the south 16 feet of Lot 6, City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

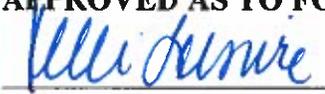
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2904-H
September 2, 2021

Current zoning: Interstate Highway Commercial (IHC), Commercial District (C-4), and Multi-Family District (R-3)

Requested zoning: Interstate Highway Commercial (IHC)

Intent Statements

The intent of the current R-3 zoning is “...to promote high-density multi-family developments and compatible land uses in harmony with lower-density uses. The regulations are designed to provide the occupants with safe and convenient housing within an aesthetically pleasing environment in proper relationship to adjacent land uses. When proposed development in this district is adjacent to “RR,” “R-1,” “R-1A,” or “R-2” zoned property, the proposed development shall be designed to provide for maximum compatibility with the adjacent development.”

The intent of the current C-4 zoning is “...to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or federal highways. Because of the heavy commercial nature of the permitted uses, compatibility with adjacent residential areas should be carefully considered.”

The intent of the current and proposed IHC zoning is “...to provide for quality commercial office, retail and wholesale uses which serve a city-wide or regional area. Such uses require careful consideration when adjacent to residential areas.”

Traffic Network/Infrastructure Impacts

The proposed rezoning location is along Avenue Q, which is designated as a Principal Arterial, and 3rd Street, which is designated as a Local Street by the Master Thoroughfare Plan, 2018. Principal Arterial roads are designed for a higher intensity of traffic, while Local Streets are designed for medium volumes of vehicles operating at lower speeds and provide access and movement within residential, commercial, and industrial areas (Comprehensive Plan, page 87). The proposed rezoning will be suitable for these types of roads.

Compatibility with Surrounding Property

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development. The proposed use is for a new hotel.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The principles outlined in the Comprehensive Plan designates this area for “Commercial/Light Retail”. The level of intensity for a hotel is appropriate for this area, and IHC conforms to the Comprehensive Plan principles and Future Land Use Plan.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other uses that are already established.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the IHC zoning district.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Notification Response Map
- D. Aerial Map
- E. Zoning Map
- F. Future Land Use Map
- G. Photos
- H. Application and supporting documents

Staff Contacts

Jacob Hawkins
Planner
Planning Department
806-775-2096
jhawkins@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 2904-H



Allowable Uses: [Interstate Highway Commercial \(IHC\)](#)

Transportation: The proposed development has points of access from Marsha Sharp Freeway and Avenue Q.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Marsha Sharp Freeway <i>Freeway, Completed</i>	R.O.W. 350 feet, six-lane, undivided, paved	R.O.W. 350 feet, six-lane, undivided, paved
Avenue Q <i>Principal Arterial</i>	R.O.W. 110 feet, eight-lane, undivided	R.O.W. 110 feet, eight-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.3 Case 2904-H: Ingenium Civil Engineering, Inc. for Inn of South Plains, LLC

Request for a zone change from Interstate Highway Commercial District (IHC), Commercial District (C-4), and Multi-Family District (R-3) to IHC, at:

- 301, 303, 305, 307, 309, 311, and 313 Avenue R and 302, 304, 306, 310 Avenue Q, located north of Marsha Sharp Freeway and west of Avenue Q, Roberts & McWhorter Addition, Block 3, Lot 1 and part of Lot 2, and Tracts A-C and the north part of Tract D, and Dodson Addition, Block 3, Lots 1-5, and the south 16 feet of Lot 6.

PLANNER JACOB HAWKINS stated there were twenty-seven (27) notifications sent out. There were six (6) returned in favor and zero (0) returned in opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

APPLICANT JEREMY PETTIT 310 Avenue Q stated he can answer any questions regarding engineering. Questions were asked regarding discussion with staff on landscape, parking, building height, etc. He advised they will be asking for a variance on the north setback and building height.

TOMMY MOJICA 3628 59th Street is not opposed to the case, but wanted to know if there will be a wall? His parents' house is on Avenue R and he wants to know what will happen to the neighborhood facing the hotel? Once they demolish the existing hotel, how will they prevent the rats and roaches coming into their homes?

BOARDMEMBER DAN WILSON advised most traffic will come from Avenue Q and Marsha Sharp Freeway. Demolition is not fun, but the new finished product will be 10x better than what is there now. This use fits the

Zone Case 2904-H

corner well and there will likely be a screening wall around the perimeter towards the homes. There should be very little traffic on Avenue R.

BOARDMEMBER AVIRAJ PATEL stated the brand on this site plan is intended for business travelers with extended stay.

OPPOSITION - DAVID MOJICA 312 Avenue R, advised right now there is too much traffic and noise and wanted to know what will make it better? There are people walking back and forth at all hours of the night and you do not feel safe in the area.

BOARDMEMBER DAN WILSON stated he is not sure anything will make traffic better, but the main entrance is not on Avenue R, so it may diminish the Avenue R traffic. Property values may go up, but the tax base should not.

OPPOSITION - IAN MOJICJA, 2012 Avenue R, advised from Clovis Road to Marsha Sharp Freeway, Avenue R is a clear path. He asked what can be done to block that area and keep the Marsha Sharp Freeway traffic from going through there?

BOARDMEMBER DAN WILSON stated that needs to be discussed with Traffic Engineering. This board has no authority over that.

In the matter of **Zone Case 2904-H** a motion was made by **DAN WILSON** and seconded by **JAMES BELL** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

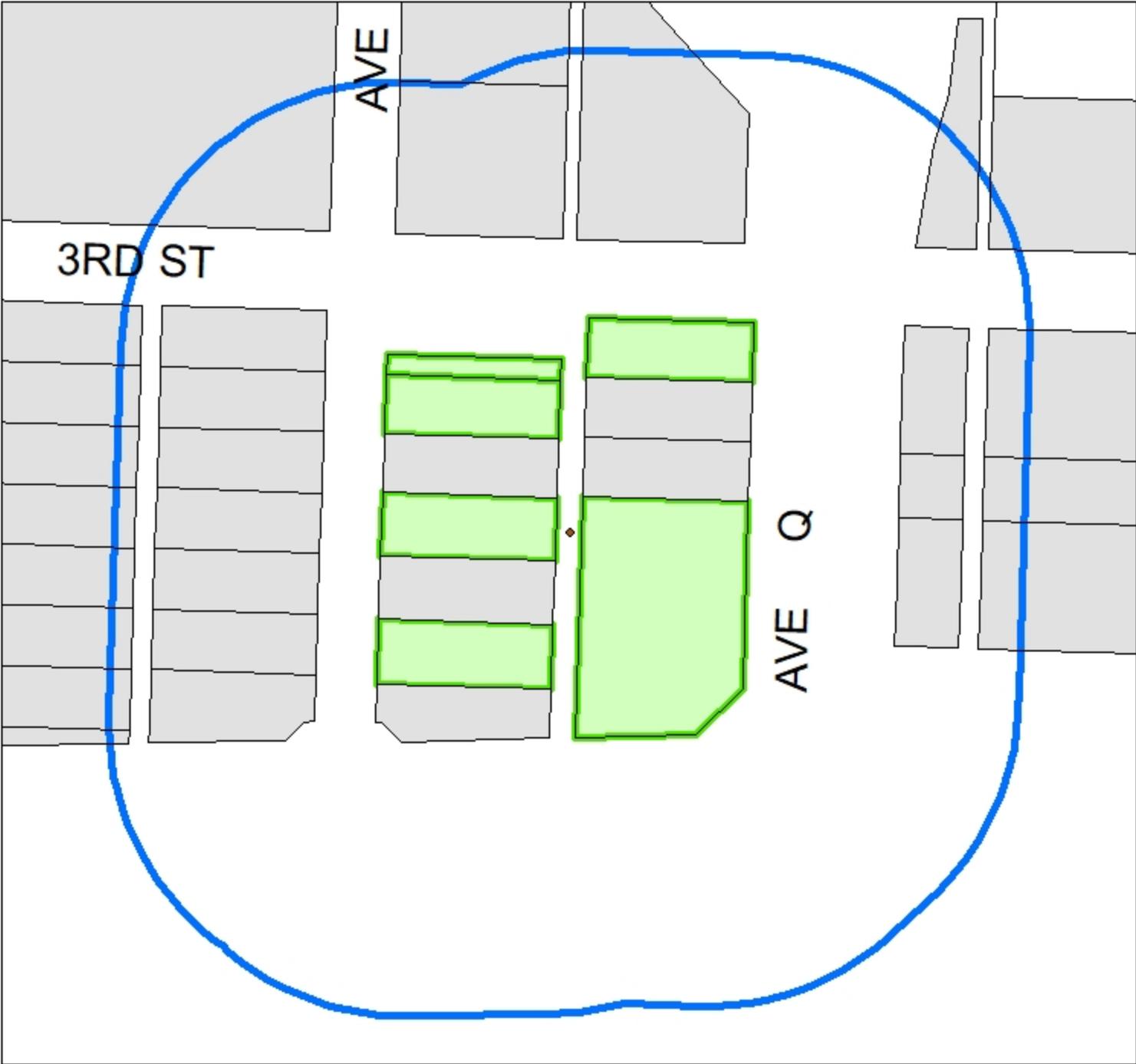
Case Number 2904-H



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop



PZC Mailout
Notifications Received



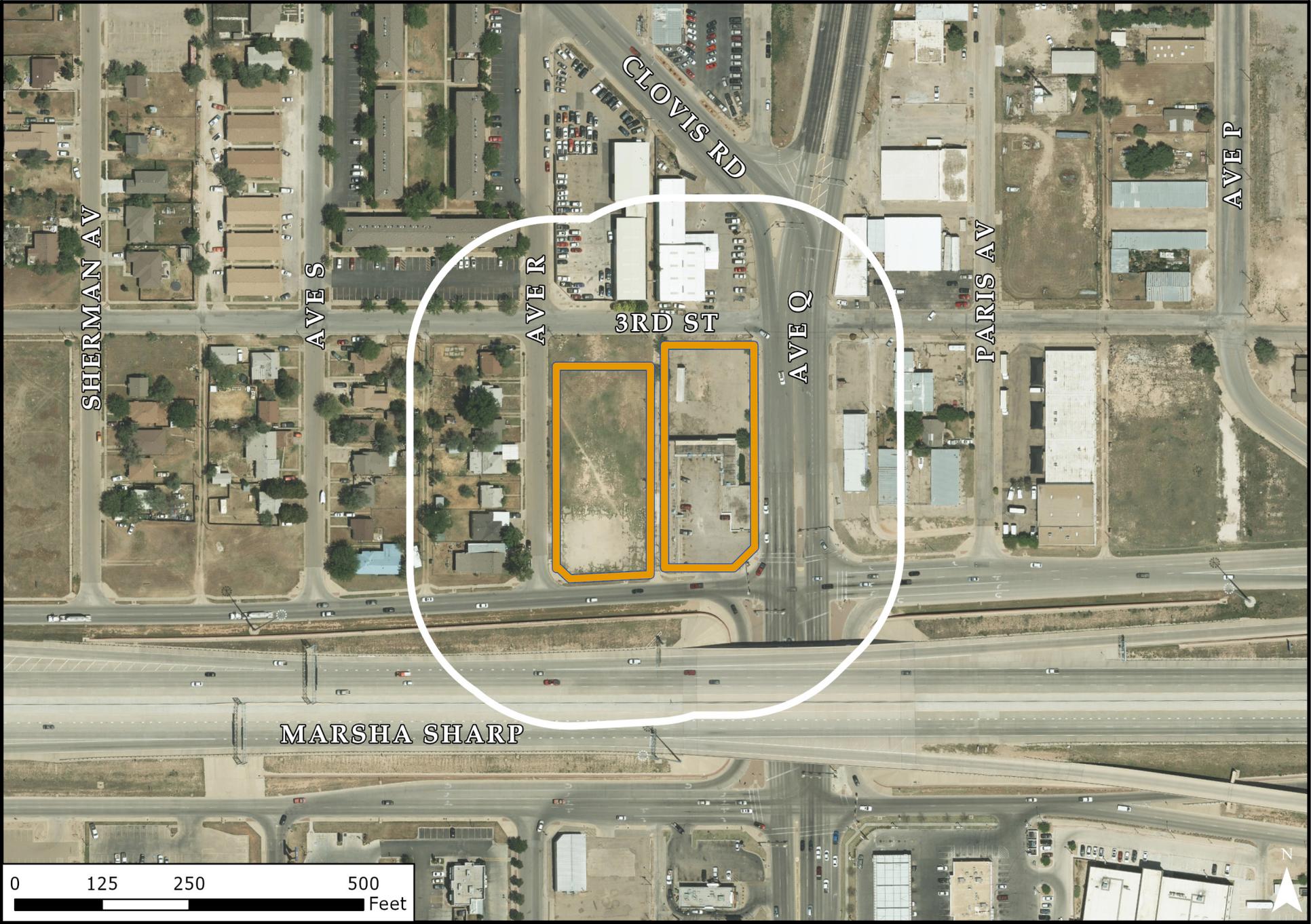
Legend

-  Mailout Buffer 2904-H
- Notification Result**
-  In Favor
-  No Feedback
-  Opposed

Created by Planning Department
Date: 8/30/2021

0 50 100 200 Feet

Case Number 2904-H



SHERMAN AV

AVES

AVER

3RD ST

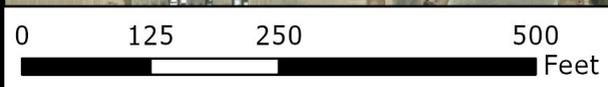
AVE Q

PARIS AV

AVE P

CLOVIS RD

MARSHA SHARP

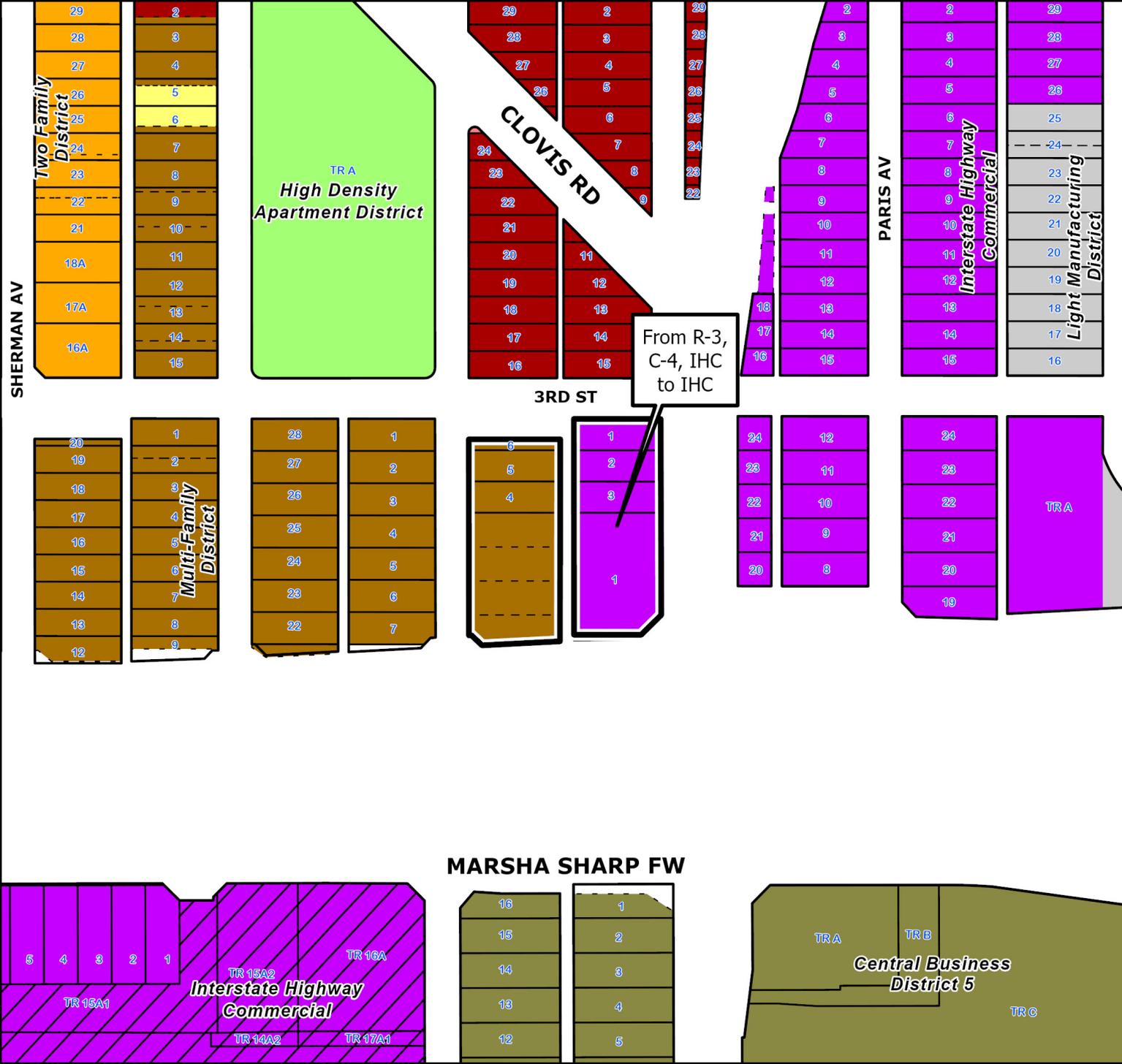


Current Zoning

2904-H

Zoning Districts

-  High Density Apartment
-  General Retail
-  Commercial
-  Central Business District 5
-  Interstate Highway Commercial
-  Interstate Highway Commercial Specific Use
-  Light Manufacturing
-  Single Family
-  Two Family
-  Multi-Family



2904-H



View of subject property. View north.



View of adjacent property. View east.



View of adjacent property. View north.



View of adjacent property. View west.

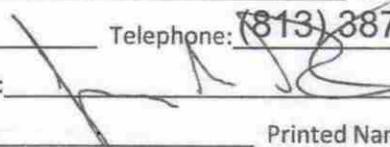


Lubbock Planning Department
 PO Box 2000 / 1314 Avenue K
 Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 310 Avenue Q
 Lots/Tracts: Tract A, Block 3
 Survey & Abstract: See attached proposed plat.
 Metes and Bounds Attached: Yes No Total Acreage of Request: 2.004
 Existing Land Use: Hotel Existing Zoning: IHC & R-3
 Requested Zoning: Interstate Highway Commercial (IHC)
 If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: Ingenium Civil Engineering, Inc.
 Name: Jeremy Pettit
 Address: 14499 North Dale Mabry Highway, Suite 250 City: Tampa State: FL
 ZIP Code: 33618 Telephone: (813) 387-0084 Email: jpettit@ingeniumteam.com
 Applicant's Signature: 
 Date: 7/27/2021 Printed Name: Jeremy Pettit

Owner Information

Firm Name: Inn of South Plains, LLC
 Owner: Subodh I Patel
 Address: PO Box 64310 City: Lubbock State: TX
 ZIP Code: 79464 Telephone: 806-239-8009 Email: subodh1patel@hotmail.com
 Property Owner's Signature: 
 Date: 7/27/2021 Printed Name: Subodh I. Patel

Preparer Information

Preparer's Signature: 
 Date: 07/27/2021 Printed Name: Jeremy Pettit

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
 Request for zoning change from: _____ To: _____
 Lots: _____ Blocks: _____
 Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **2904-H**

In Favor

Opposed

Reasons and/or Comments:

Print Name SUBODH I. PATEL
Signature: *Subodh Patel*
Address: P.O. Box 64310 Lubbock, TX 79464
Address of Property Owned: 307 Ave R
Phone Number: 806-239-8009
Email: subodhipatel@hotmail.com

Zone Case Number: **2904-H**
PATEL, I C
ATTN: SUBODH I PATEL
PO BOX 64310

R38397

Recipient 4 of 27

LUBBOCK

TX 79464-4310

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **2904-H**

In Favor

Opposed

Reasons and/or Comments:

Print Name SUBODH I. PATEL
Signature: [Handwritten Signature]
Address: P.O. BOX 64310, Lubbock TX 79464
Address of Property Owned: 310 AVE. Q
Phone Number: 806-239-8009
Email: subodhipatel@hotmail.com

Zone Case Number: **2904-H** R38640
INN OF THE SOUTH PLAINS LLC
ATTN: SUBODH I PATEL
PO BOX 64310
LUBBOCK TX 79464-4310

Recipient 7 of 27
RECEIVED
AUG 24 2021
BY: _____

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **2904-H**

In Favor

Opposed

Reasons and/or Comments:

Print Name Subodh I. Patel
Signature: *Subodh Patel*
Address: P.O. Box 64310 Lubbock, TX 79464
Address of Property Owned: 311 Ave. R
Phone Number: 806-239-8009
Email: subodhipatel@hotmail.com

Zone Case Number: **2904-H** R38440
PATEL, SUBODH
PO BOX 64310

LUBBOCK TX 79464-4310



City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **2904-H**

In Favor

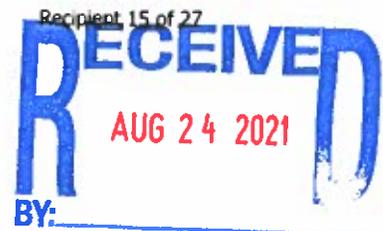
Opposed

Reasons and/or Comments:

Print Name SUBODH I. PATEL
Signature: [Handwritten Signature]
Address: P.O. BOX 64310 LUBBOCK, TX 79464
Address of Property Owned: 301 Ave R.
Phone Number: 806-239-8009
Email: subodhipatel@hotmail.com

Zone Case Number: **2904-H** R125724
INN OF THE SOUTH PLAINS LLC
PO BOX 64310

LUBBOCK TX 79464



City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **2904-H**

In Favor

Opposed

Reasons and/or Comments:

Print Name SUBODH I. PATEL
Signature: *Subodh Patel*
Address: P.O. Box 64310 Lubbock TX 79464
Address of Property Owned: 302 AVE. Q
Phone Number: 806-239-8009
Email: subodhipatel@hotmail.com

Zone Case Number: **2904-H** R125578
PATEL, SUBODH
ATTN: SUBODH I PATEL
PO BOX 64310
LUBBOCK TX 79464-4310



City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **2904-H**

In Favor

Opposed

Reasons and/or Comments:

Print Name SUBODH I. PATEL
Signature: *Subodh Patel*
Address: P O Box 64310 LUBBOCK TX 79464
Address of Property Owned: 303 AVE. R
Phone Number: 806-239-8009
Email: subodhipatel@hotmail.com

Zone Case Number: **2904-H** R125700
PATEL, SUBODH I
PO BOX 64310

LUBBOCK TX 79464-4310

Recipient 26 of 27





Regular City Council Meeting

8. 7.

Meeting Date: 10/12/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-00136, for Zone Case 2904-I, a request of Stough Real Estate Holdings, LLC for Isom E34, LLC, for a zone change from General Retail District (C-3) and Interstate Highway Commercial District (IHC) to Interstate Highway Commercial District (IHC) with a Specific Use for a Blood Bank and Blood Plasma Center, at 5120 34th Street, located east of Slide Road and north of 34th Street, Eckerd Addition, Tract A, less 3,585 square feet of right-of-way.

Item Summary

On September 28, 2021, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance Zone Case 2904-I

Staff Report 2904-I

Documentation 2904-I

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2904-I; A ZONING CHANGE FROM C-3 AND IHC TO IHC SPECIFIC USE FOR A BLOOD BANK AND BLOOD PLASMA CENTER, AT 5120 34TH STREET, LOCATED EAST OF SLIDE ROAD AND NORTH OF 34TH STREET, ECKERD ADDITION, TRACT A, LESS 3,585 SQUARE FEET OF RIGHT-OF-WAY, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 2904-I

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3 and IHC** to **IHC Specific Use for a Blood Bank and Blood Plasma Center** zoning district at **5120 34th Street, located east of Slide Road and north of 34th Street, Eckerd Addition, Tract A, less 3,585 square feet of right-of-way, City of Lubbock, Lubbock County, Texas.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-3 and IHC** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **5120 34th Street, located east of Slide Road and north of 34th Street, Eckerd Addition, Tract A, less 3,585 square feet of right-of-way**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

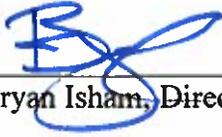
Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC2904-I
September 2, 2021

Staff Report	Zone Case 2904-I
City Council Meeting	September 28, 2021

Applicant Stough Real Estate Holdings, LLC

Property Owner Isom Real Estate Holdings, LLC

Council District 3

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- December 15, 1949: This property was annexed and zoned District A (Single-Family District) through Ordinance 951.
- August 25, 1950, Zone Case 0122: This property was zoned from District A to District F (Local Retail District) through Ordinance 1019.
- April 6, 1955: This property was zoned from District F to General Retail District (C-3) through Ordinance 1695.
- March 22, 2001, Zone Case 2904: A portion of this property was zoned from C-3 to Interstate Highway Commercial (IHC) through Ordinance 1695.
- September 02, 2021, Zone Case 2904-I: The Planning and Zoning Commission recommended approval of a zone change to IHC Specific Use by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 3
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History

The subject property was annexed in 1949 and was constructed with a commercial retail building in 1995. The building has been vacant for many years.

Adjacent Property Development

The properties to the north, west and east are zoned Interstate Highway Commercial (IHC) and are developed with a mixture of commercial uses. The property to the south is zoned General Retail District (C-3) and is developed with a shopping center.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 5120 34th Street and is located south of Marsha Sharp Freeway, east of Slide Road, and north of 34th Street, on 1.22 acres of land, on Tract A, Eckerd Addition. The applicant requests a zone change from C-3 and IHC to IHC Specific Use for a Blood Bank and Blood Plasma Center.

Current zoning: Interstate Highway Commercial (IHC)

Requested zoning: Interstate Highway Commercial (IHC) Specific Use for a Blood Bank and Blood Plasma Center

Intent Statements

The intent of the current C-3 zoning is, “to provide for general commercial uses which are medium activity centers in terms of generated traffic.”

The intent of the current IHC zoning is, “...provide for quality commercial office, retail and wholesale uses which serve a city-wide or regional area. Such uses require careful consideration when adjacent to residential areas.”

The intent of the proposed Specific Use zoning is, “...to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used. The regulations require specific site planning on all aspects of proposed development to ensure that any variations of land uses or land use standards will be in harmony with the purposes and objectives of the zoning ordinance.”

Traffic Network/Infrastructure Impacts

The proposed rezoning location will be along Marsha Sharp Freeway, Slide Road and 34th Street, with Marsha Sharp Freeway designated as a freeway, Slide Road designated as a Principal Arterial and 34th designated as a Minor Arterial by the Master Thoroughfare Plan, 2018. Freeways are intended to move high volumes of automobile traffic at relatively high speeds over long distances. The primary function of a freeway is to connect local areas to other regions, rather than serve local traffic needs. Arterial streets provide connectivity across the transportation network, so best practices are to consider all modes on these streets. Arterials are continuous routes whose function is to serve high volume needs to local traffic and regional traffic.

Compatibility with Surrounding Property

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The principles outlined in the Comprehensive Plan designates this area for “Commercial” land uses and notes that land uses in these areas can take numerous forms depending on context. The level of intensity for IHC with a Specific Use for a Blood Bank and Blood Plasma Center is appropriate for this area. The Future Land Use Plan designates the surrounding properties for Commercial use. The request is consistent with the Future Land Use Plan and is appropriate next to the established commercial uses.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent and next to other commercial uses that are already established.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the IHC zoning district or for the Specific Use for a blood bank and blood plasma center.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and supporting documentation

Staff Contacts

Ashley Vasquez

Planner

Planning Department

806-775-2107

ashleyvasquez@mylubbock.us

Kristen Sager

Planning and Zoning Manager

Planning Department

806-775-2109

ksager@mylubbock.us

Allowable Uses: [Interstate Highway Commercial District \(IHC\)](#)
[Specific Use District](#)

Transportation: The proposed development has points of access from Marsha Sharp Freeway, Slide Road and 34th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Marsha Sharp Freeway, Freeway, Completed	R.O.W. 330 feet, eight-lane, undivided, paved	R.O.W. 330 feet, eight-lane, undivided, paved
Slide Road, Principal Arterial, Completed	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
34 th Street, Minor Arterial, Completed	R.O.W 100 feet, five-lane, undivided, paved	R.O.W 100 feet, five-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.4 **Case 2904-I:** Stough Real Estate Holdings, LLC for Isom E34, LLC

Request for a zone change from General Retail District (C-3) and Interstate Highway Commercial District (IHC) to Interstate Highway Commercial District (IHC) with a Specific Use for a Blood Bank and Blood Plasma Center, at:

- 5120 34th Street, located east of Slide Road and north of 34th Street, Eckerd Addition, Tract A, less 3,585 square feet of right-of-way.

PLANNER ASHLEY VASQUEZ stated there were three (3) notifications sent out. There has been one (1) returned in support and none returned in opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

APPLICANT LAURA PRATT 9002 Rochester Avenue, Attorney with Brady and Hamilton, advised she is representing the applicant and she is a former City Of Lubbock employee. This is a Specific Use for a Class A medical facility and blood plasma center. This property has been vacant for 7-8 years. Their client has been in the plasma industry for over 50 years and has a reputation for building state-of-the-art facilities. Plasma and other blood products have a

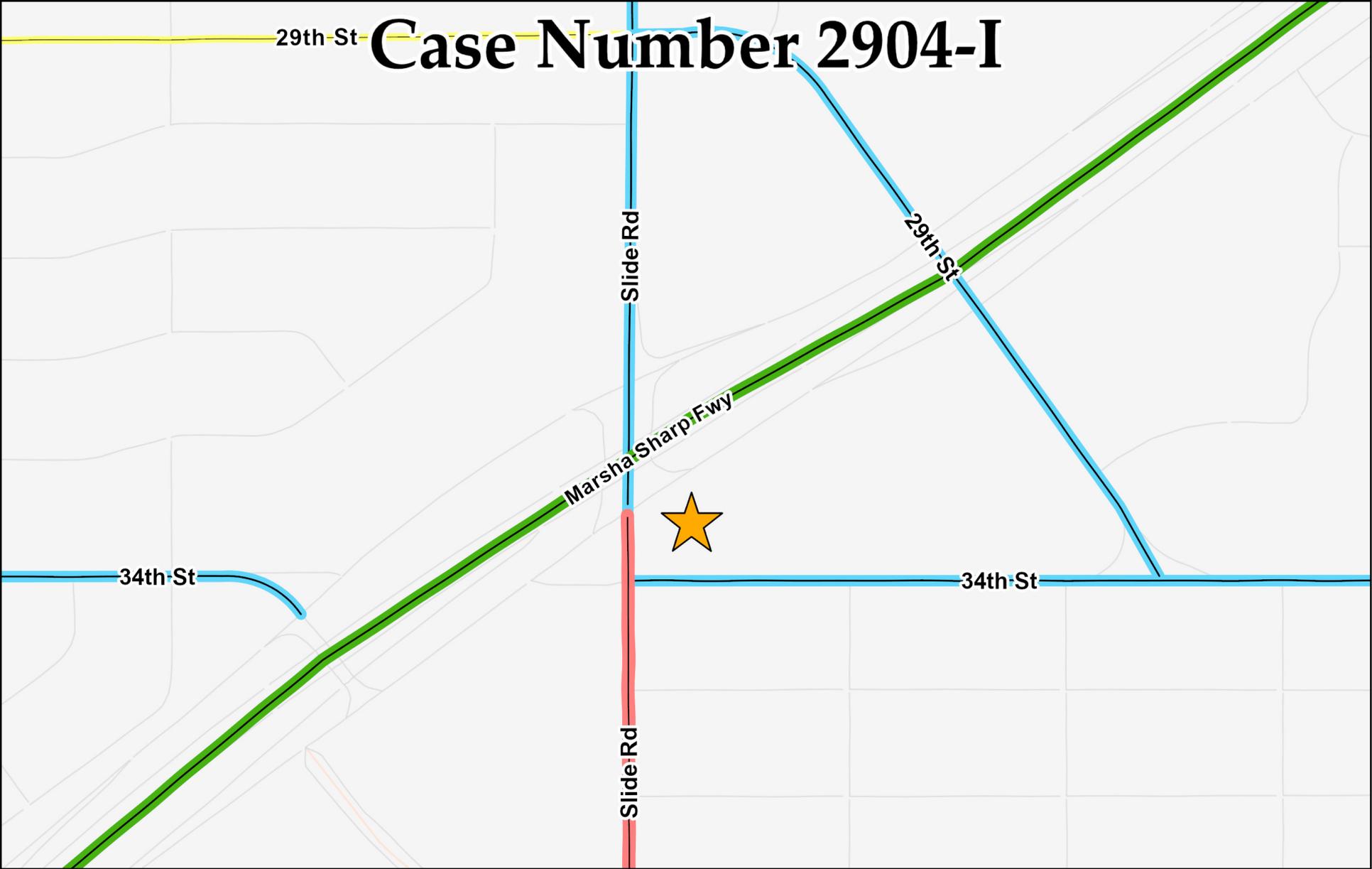
Zone Case 2904-I

huge shortage right now. This will be a \$5-6 million development that will create 45-60 jobs and take 12-18 months to establish. It will have little to no impact on city services and will not create additional noise or other nuisances.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 2904-I** a motion was made by **JORDAN WHEATLEY** and seconded by **JAMES BELL** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

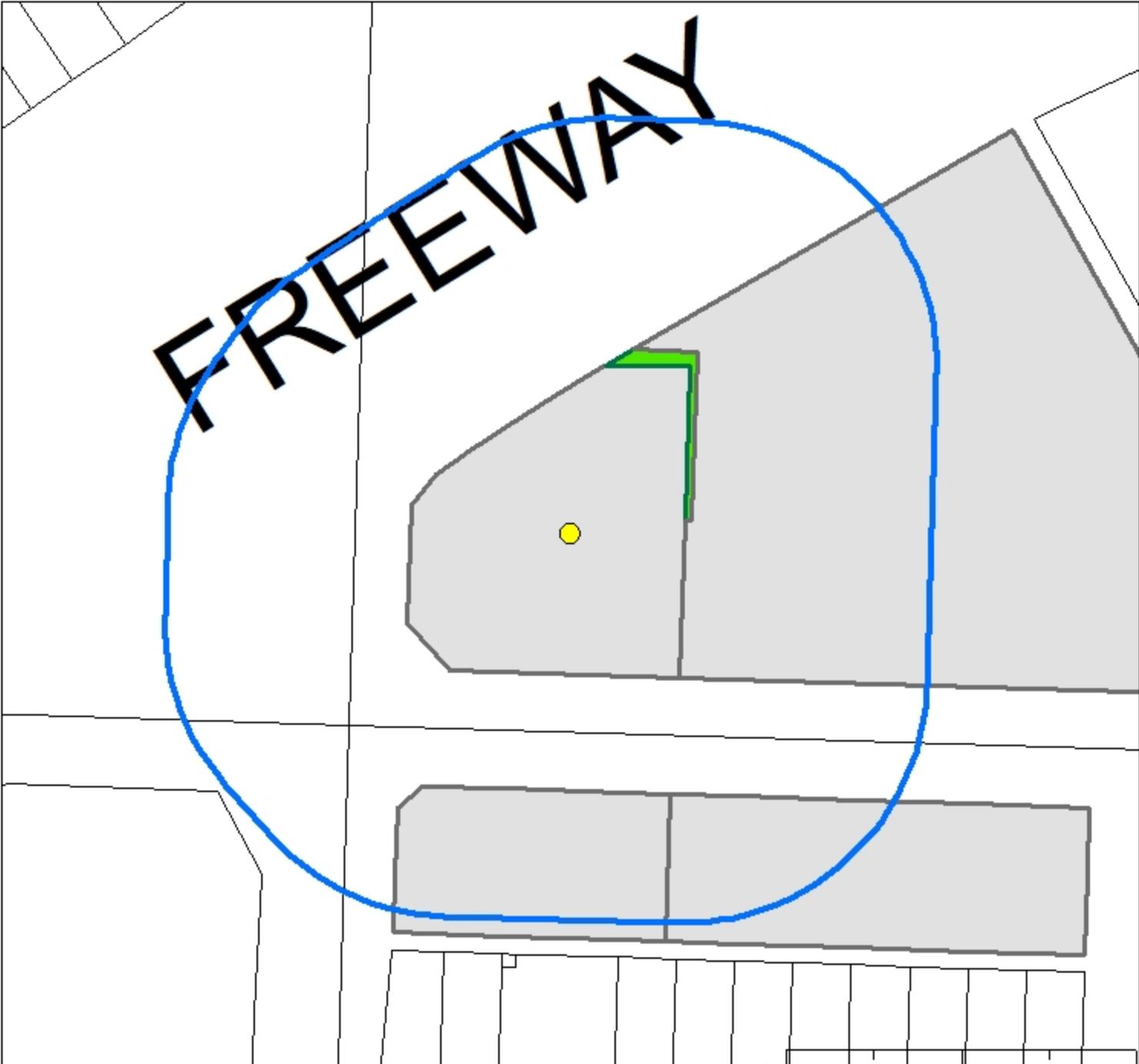
Case Number 2904-I



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop



PZC Mailout
Notifications Received



Legend

-  LocatorPnt2904_I
-  MailoutBuffer2904_I
- Notification Result**
-  In Favor
-  No Feedback
-  Opposed

Created by Planning Department
Date: 8/31/2021

0 75 150 300 Feet

Case Number 2904-I



MARSHA SHARP

SLIDE RD

34TH ST

35TH ST

YORK AV

0 125 250 500 Feet

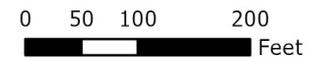
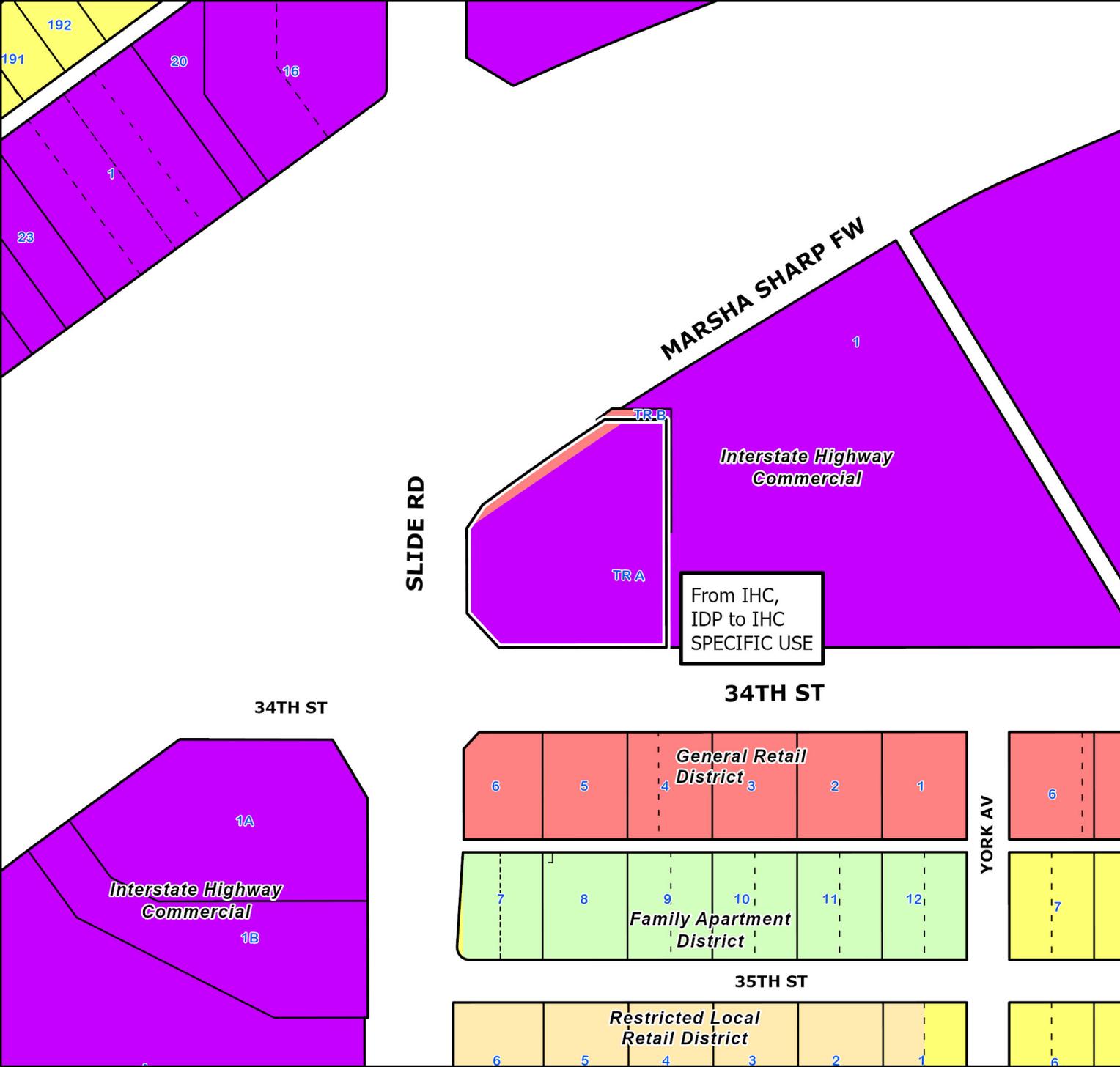


Current Zoning

2904-I

Zoning Districts

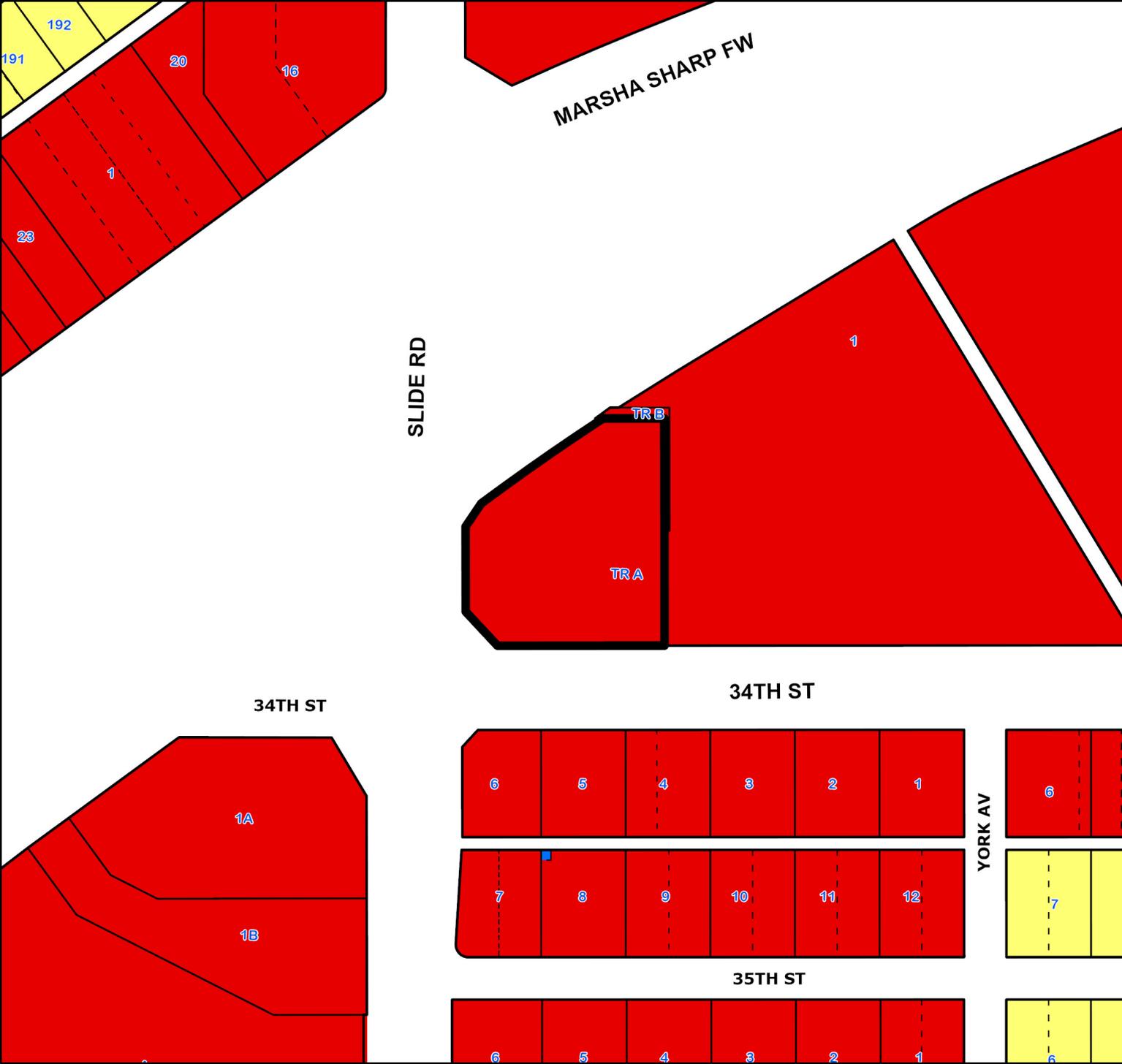
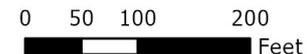
-  Family Apartment
-  Restricted Local Retail
-  General Retail
-  Commercial
-  Interstate Highway Commercial
-  Single Family

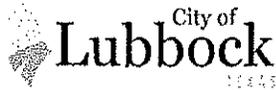


Future Land Use Plan Case 2904-I

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density





Lubbock Planning Department
 PO Box 2000 / 1314 Avenue K
 Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 5120 34th Street, Lubbock, Texas 79410
 Lots/Tracts: ECKERD TR A LESS 3585 SQFT ROW - See Attached Exhibit A
 Survey & Abstract: _____
 Metes and Bounds Attached: Yes No Total Acreage of Request: _____
 Existing Land Use: Retail Existing Zoning: IHC
 Requested Zoning: Specific Use - Blood Banks & Blood Plasma Centers
 If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: Stough Real Estate Holdings, LLC
 Name: Scott Stough
 Address: 1128 Main Street, Suite 200 City: Cincinnati State: OH
 ZIP Code: 45202 Telephone: 513.842.0240 Email: sstough@stoughgroup.com
 Applicant's Signature: *Scott Stough*
 Date: 7/30/2021 Printed Name: W. Scott Stough

Owner Information

Firm Name: Isom E34, LLC
 Owner: Clayton Isom
 Address: P.O. Box 148 City: Lubbock State: TX
 ZIP Code: 79408 Telephone: 806-722-0660 Email: cisom@isomholdings.com
 Property Owner's Signature: *Clayton B. Isom*
 Date: 7/30/2021 Printed Name: Clayton Isom

Preparer Information

Preparer's Signature: _____
 Date: 7/30/2021 Printed Name: Garrett Coutts - Brady & Hamilton, LLP

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
 Request for zoning change from: _____ To: _____
 Lots: _____ Blocks: _____
 Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.



GF#18919

Mailing Address of Grantee
905 Avenue K
Lubbock, Texas 79401

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.

SPECIAL WARRANTY DEED with VENDOR'S LIEN

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

THAT, CHAVES-LUBBOCK MANAGEMENT CORP., as Trustee of LUBBOCK TRUST, a Delaware business trust u/a dated December 9, 1997 (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to the undersigned paid by ISOM E34 LLC, a Texas limited liability company (hereinafter referred to as "Grantee"), the receipt and sufficiency of which consideration are hereby acknowledged, and the further consideration of certain of the proceeds evidenced by that one (1) certain promissory note (the "Note") executed by Grantee, in the principal sum of ONE MILLION SEVEN HUNDRED SIXTY ONE THOUSAND and No/100 DOLLARS (\$1,761,000.00), payable to the order of HAPPY STATE BANK (the "Lender"), as therein provided and bearing interest at the rate therein specified, the payment of which Note is secured by the Vendor's Lien (herein so called) herein retained, and is additionally secured by a Deed of Trust of even date herewith (the "Deed of Trust") to PLA Service, Inc., Trustee has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, all of the following described property in Lubbock County, Texas, to-wit:

That real property described in Exhibit "A" attached hereto and hereby made a part hereof, together with any and all buildings, structures and improvements situated, erected or constructed thereon (the "Property"); subject, however, to those matters set forth on Exhibit "B" attached hereto and made a part hereof.

(A) GRANTEE ACKNOWLEDGES AND AGREES THAT IT IS EXPERIENCED IN ACQUIRING, OWNING, DEVELOPING, MARKETING, LEASING, OPERATING, MANAGING AND SELLING OF PROPERTIES SIMILAR TO THE PROPERTY, AND THAT GRANTEE HAS THOROUGHLY INSPECTED, TESTED, STUDIED, REVIEWED AND INVESTIGATED ALL ASPECTS OF THE PROPERTY TO ITS FULL SATISFACTION, AND THAT EXCEPT FOR THE WARRANTIES, REPRESENTATIONS AND COVENANTS OF GRANTOR MADE IN THAT CERTAIN COMMERCIAL CONTRACT – IMPROVED PROPERTY (THE "CONTRACT") DATED EFFECTIVE JANUARY 31, 2014, BETWEEN GRANTOR AND ISOM FAMILY HOLDINGS, LLC, WHICH ASSIGNED THE CONTRACT TO GRANTEE, GRANTEE IS RELYING SOLELY THEREON IN MAKING ITS DECISION TO ACQUIRE THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THE CONTRACT, NEITHER GRANTOR NOR ANY OF ITS SHAREHOLDERS OR OTHER OWNERS OR PRINCIPALS AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ATTORNEYS, BROKERS AND EACH OF THEIR AFFILIATES (COLLECTIVELY THE

“GRANTOR PARTIES”), ARE MAKING, AND HEREBY SPECIFICALLY DISCLAIMS MAKING ANY WARRANTY, GUARANTY OR REPRESENTATION, OF ANY KIND OR CHARACTER, WHETHER EXPRESS, IMPLIED, STATUTORY OR ARISING BY OPERATION OF LAW, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (I) THE PHYSICAL AND ENVIRONMENTAL NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS SUBSTANCES) OR THE COMPLIANCE OF THE PROPERTY WITH ANY AND ALL APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS; (II) EXCEPT FOR ANY WARRANTIES CONTAINED HEREIN, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHER MATTER AFFECTING TITLE; (III) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, STATUTES, ORDINANCES, RULES, REQUIREMENTS OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY; (IV) THE ECONOMIC VIABILITY OR MARKETABILITY OF THE PROPERTY; (V) TAX MATTERS PERTAINING TO THE TRANSACTION; (VI) THE ACCURACY OR COMPLETENESS OF ANY REPORTS OR OTHER INFORMATION FURNISHED BY GRANTOR OR THE GRANTOR PARTIES TO GRANTEE WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ENGINEERING, FINANCIAL, ENVIRONMENTAL OR OTHER REPORTS, STUDIES OR INVESTIGATIONS, IF ANY; (VII) ZONING; (VIII) VALUATION; (IX) HABITABILITY; (X) MERCHANTABILITY; OR (XI) SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BY ACCEPTANCE OF THIS DEED, GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE PURCHASE OF THE PROPERTY, AS PROVIDED FOR HEREIN, IS BEING MADE ON AN “AS IS” BASIS, “WITH ALL FAULTS”. BY ITS ACCEPTANCE OF THIS DEED, GRANTEE HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, WITHOUT LIMITATION, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY EXIST WITH RESPECT TO THE PROPERTY AND WITH FULL KNOWLEDGE AND ACCEPTANCE BY GRANTEE OF ALL INFORMATION AND MATTERS DISCLOSED IN ANY AND ALL REPORTS, STUDIES, ASSESSMENTS, INVESTIGATIONS, PROPOSALS AND DOCUMENTS FURNISHED TO, OR OBTAINED BY, GRANTEE WITH RESPECT TO THE PROPERTY. FURTHER, GRANTEE ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE TRANSACTION CONTEMPLATED HEREBY WHICH HAVE BEEN MADE BY GRANTOR, ANY OF THE GRANTOR PARTIES OR ANY OTHER THIRD PARTY.

(B) ANY FACTUAL INFORMATION SUCH AS PROPERTY TAXES, UTILITY INFORMATION, FINANCIAL PROJECTIONS, PROPERTY DIMENSIONS, SQUARE FOOTAGE, OR SKETCHES SHOWN TO GRANTEE ARE OR MAY BE APPROXIMATE. BY ACCEPTING THIS DEED, GRANTEE REPRESENTS TO GRANTOR THAT, EXCEPT AS EXPRESSLY SET FORTH OTHERWISE IN THE CONTRACT, GRANTEE HAS INSPECTED AND VERIFIED SUCH FACTS AND INFORMATION TO GRANTEE’S SATISFACTION, AND THAT NO LIABILITY FOR ANY INACCURACIES, ERRORS OR OMISSIONS WITH RESPECT THERETO IS ASSUMED BY GRANTOR OR THE GRANTOR PARTIES. BY ACCEPTING THIS DEED GRANTEE ACKNOWLEDGES THAT SALES BROCHURES AND OTHER DOCUMENTS, IF ANY, DELIVERED TO GRANTEE BOTH PRIOR TO AND FOLLOWING EXECUTION OF THE CONTRACT, INCLUDING WITHOUT LIMITATION THOSE DOCUMENTS DELIVERED PURSUANT TO THE CONTRACT OR IN CONNECTION WITH THE TRANSACTION CONTEMPLATED IN THE CONTRACT (THE “PROPERTY DOCUMENTS”), MAY HAVE BEEN PREPARED BY PARTIES OTHER THAN GRANTOR. GRANTOR MAKES NO REPRESENTATION

OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE COMPLETENESS, CONTENT OR ACCURACY OF THE PROPERTY DOCUMENTS. BY ACCEPTING THIS DEED GRANTEE SPECIFICALLY RELEASES GRANTOR AND THE GRANTOR PARTIES, FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHETHER SUIT IS INSTITUTED OR NOT, AND ENVIRONMENTAL CONSULTANTS' FEES) WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR CONTINGENT (COLLECTIVELY "CLAIMS") ASSERTED AGAINST OR INCURRED BY GRANTEE BY REASON OF THE INFORMATION CONTAINED IN, OR THAT SHOULD HAVE BEEN CONTAINED IN, THE PROPERTY DOCUMENTS.

(C) IN THE EVENT THAT FROM AND AFTER THE DATE HEREOF ANY INVESTIGATION, REMOVAL, ABATEMENT, REMEDIATION, OR OTHER CORRECTIVE ACTION IS AT ANY TIME REQUIRED IN CONNECTION WITH THE PROPERTY AS A RESULT OF THE PRESENCE OF ANY ENVIRONMENTAL PROBLEMS, HAZARDOUS SUBSTANCES, HAZARDOUS MATERIALS, OR ENVIRONMENTAL CONTAMINATION (AS EACH SUCH TERM IS DEFINED IN ANY AND ALL APPLICABLE ENVIRONMENTAL LAWS) AT OR ON THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ASBESTOS AND PETROLEUM PRODUCTS AND BYPRODUCTS AND ANY CONSTITUENTS THEREOF, REGARDLESS OF WHEN SAME OCCURRED, GRANTEE, BY ACCEPTING THIS DEED, ACKNOWLEDGES AND AGREES THAT: (I) ANY SUCH INVESTIGATION, REMOVAL, REMEDIATION, OR CORRECTIVE ACTION SHALL BE PERFORMED BY GRANTEE AND AT GRANTEE'S SOLE COST AND EXPENSE; AND (II) THE GRANTOR HAS NO DUTY OR OBLIGATION TO PERFORM OR CAUSE TO BE PERFORMED ANY SUCH INVESTIGATION, REMOVAL, REMEDIATION, OR CORRECTIVE ACTION. THE GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE GRANTEE, FOR ITSELF, AND ITS SUCCESSORS AND ASSIGNS, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, RELEASES, AND RELINQUISHES, GRANTOR FROM ANY AND ALL CLAIMS OR RIGHTS OF CONTRIBUTION (INCLUDING ANY RIGHT TO CONTRIBUTION UNDER 42 U.S.C. §9613(F)) WHICH THE GRANTEE OR ITS SUCCESSORS, LEGAL REPRESENTATIVES OR ASSIGNS NOW HAS OR MAY HAVE AGAINST THE GRANTOR BY REASON OF THE PRESENCE OF ANY HAZARDOUS SUBSTANCE (INCLUDING, BUT NOT LIMITED TO, ASBESTOS AND PETROLEUM PRODUCTS AND BYPRODUCTS AND THE CONSTITUENTS THEREOF) OR ANY OTHER ADVERSE ENVIRONMENTAL CONDITION, DEFECT, OR PROBLEM WITH RESPECT TO THE PROPERTY (WHETHER SUCH CONDITION, DEFECT, OR CONDITION BE KNOWN OR UNKNOWN, LATENT OR PATENT, OR WHETHER OR NOT ANY INVESTIGATION, REMEDIATION, OR CORRECTIVE ACTION MAY BE REQUIRED OR DESIRABLE WITH RESPECT TO THE PROPERTY).

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances owned by Grantor pertaining to the premises, including, without limitation, all of Grantor's right, title and interest, if any, in and to all and singular the rights and appurtenances owned by Grantor pertaining to the premises, including, without limitation, all of Grantor's right, title and interest, if any, in and to any and all mineral interests and riparian rights, adjacent roads, streets, alleys, easements, strips and gores, and rights-of-way to, from or adjacent to the premises, all rights of ingress and egress thereto, unto the said Grantee, its successors, legal representatives and assigns forever, and Grantor does hereby bind itself, and its successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors, legal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the Grantor, but not otherwise, and subject as aforesaid.

It is expressly agreed that the Vendor's Lien, as well as the superior title in and to the above described Property, is retained against the above described premises and improvements until the above

described Note and all interest thereon are fully paid according to the face, tenor, effect thereof, when this Deed shall become absolute. Lender, at Grantee's request, has paid in cash to Grantor that portion of the loan proceeds which is equal to the purchase price of the Property. The Vendor's Lien, as well as the superior title in and to the above described Property, have been retained at the special instance, request and for the benefit of, Lender and are transferred to Lender without (i) any representation or warranty of any kind or character, whether express or implied, from Grantor, same being expressly disclaimed, and (ii) without any recourse of any kind or character against Grantor, same being expressly waived by Lender.

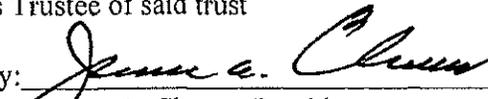
By its acceptance hereof, Grantee hereby assumes and agrees to pay all ad valorem taxes assessed against the above-described property for 2014 and all subsequent years, and agrees to save, defend, indemnify and hold Grantor harmless from all such taxes and assessments; subject, however to proration between the parties of such taxes for the current year as of the date of the closing of the conveyance evidenced hereby, and further subject to the agreement of Grantor to pay any and all roll back taxes.

EXECUTED this 11th day of March, 2014 to be effective on March __, 2014.

GRANTOR:

CHAVES-LUBBOCK MANAGEMENT CORP.,
as Trustee of Lubbock Trust u/a dated December 9,
1997

By: Chaves-Lubbock Management Corp.,
a Delaware corporation
as Trustee of said trust

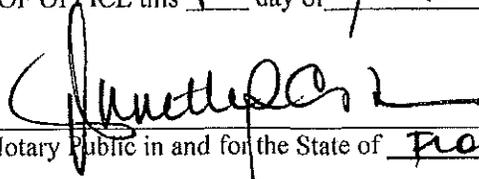
By: 
Jerome A. Chaves, President

STATE OF Florida §
COUNTY OF Miami Dade §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Jerome A. Chaves, the President of Chaves-Lubbock Management Corp, a Delaware corporation, Trustee for Lubbock Trust, a Delaware business trust, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he signed the same as a duly authorized officer of such corporations for the purpose and consideration therein expressed and in the capacity therein stated, as the act and deed of such corporation and trust.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of March, 2014.

STAMP, PRINT OR TYPE
NOTARY'S NAME AND DATE
COMMISSION EXPIRES:


Notary Public in and for the State of Florida

Attachments:
Exhibit "A" – Legal Description of the Property
Exhibit "B" - Permitted Exceptions

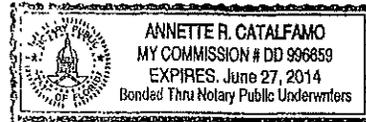


EXHIBIT "A"

Legal Description

TRACT A, ECKERD ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 5147, PAGE 210 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, TEXAS; a replat of a portion of Lot 1 and all of Lots 2 and 3, Block 1, the South 11 feet of Lot 1, Block 4, and all of Lot 1-A, Block 4, and the Southwest portion of Block 4, Hillcrest Community Center Addition to the City of Lubbock, Lubbock County, Texas; CORRECTED BY INSTRUMENT RECORDED IN VOLUME 5167, PAGE 294 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, TEXAS, SAVE AND EXCEPT: That portion of Tract A, Eckerd Addition, conveyed to the State of Texas for Controlled Access Highway Facility by deed recorded in Volume 9813, Page 111 of the Official Public Records of Lubbock County, Texas, reference to which instrument is made for more complete description of the portion of Tract A so excluded.

Exhibit "A" – Page Solo

Exhibit "B"

Permitted Exceptions

1. The terms and conditions contained in the documents recorded in Volume 328, Page 289, Real Property Records of Lubbock County, Texas.
2. Electric transmission line right of way granted to Texas Utilities Company in instrument of record in Volume 118, Page 421 of the Deed Records of Lubbock County, Texas, corrected and/or expanded upon by instrument of record in Volume 166, Page 481 of the Deed Records of Lubbock County, Texas.
3. Limitations on Access as set forth in Deed - Controlled Access Highway Facility recorded in Volume 9813, Page 111, Official Public Records of Lubbock County, Texas.
4. Evidence of gas line facilities conveyed by Pioneer Corporation to Energas Company in instrument of record in Volume 3176, Page 184 of the Real Property Records of Lubbock County, Texas, and specifically referencing existing facilities in the Southwest quarter of Section 17, Block B at the intersection of Slide Road and Brownfield Highway on Page 212 thereof.
5. Retained interest, if any, held by public and private utility companies authorized by the City of Lubbock to the use of alleys of the City of Lubbock to maintain existing facilities, if any, in previous alley locations dedicated by reference on plats attached to instruments of record in Volume 363, Page 462 and Volume 1051, Page 37 Deed Records of Lubbock County, Texas, and Volume 3463, Page 254, Real Property Records of Lubbock County, Texas, respectively, a portion of which were quitclaimed to previous contiguous owners in instruments of record in Volume 853, Pages 181 and 185, respectively, Deed Records of Lubbock County, Texas, in exchange for simultaneous utility easement grants to the City of Lubbock, Southwestern Bell Telephone Company, Southwestern Public Service Company, Pioneer Natural Gas Company, "and any other public utilities whether named herein or not which may in the future be granted a franchise or who may be authorized by the City of Lubbock to use the streets and alleys of the City of Lubbock..." by instruments of record in Volume 858, Pages 153 and 195, respectively, Deed Records of Lubbock County, Texas, only to the extent said public or private utilities would not be bound by Lubbock City Ordinance recorded in Volume 5147, Page 206, Real Property Records of Lubbock County, Texas.
6. Energas easement created on Plat attached to Dedication Deed recorded in Volume 3463, Page 254 of the Real Property Records of Lubbock County, Texas, and referenced on Plat of Tract A, Eckerd Addition attached to Dedication Deed recorded in Volume 5147, Page 210, corrected in Volume 5167, Page 294, Real Property Records of Lubbock County, Texas.
7. Subject to all the terms, conditions, provisions, limitations set forth in lease agreement evidenced by short-form lease agreement dated June 24, 1996, by and between Lubbock Centers, Ltd. and Eckerd Corporation, recorded in Volume 5238, Page 20, Real Property Records of Lubbock County, Texas.
8. Those matters reflected on Plat attached to Dedication Deed recorded in Volume 5147, Page 210 of the Real Property Records of Lubbock County, Texas, corrected by Plat attached to Dedication Deed recorded in Volume 5167, Page 294 of the Real Property Records of Lubbock County, Texas, including but not limited to ten foot (10') Energas easement along Southwest and Northwest portion of property, twenty foot by twenty foot (20' x 20') underground utility

easement along South boundary, switch enclosure easement to Lubbock Power and Light in Southeast corner of Property, ten foot (10') water line easement along Southwest and Northwest portion of Property together with blanket underground utility easement and garbage collection easements removed on corrected plat, but required to be granted prior to issuance of Certificate of Occupancy, all as set forth in "Notes" on Corrected Plat.

9. Rights, if any, of third parties with respect to any portion of the Property lying within the limits or boundaries of any public or private roadway or alley.
10. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title to the Property that would be disclosed by an accurate and complete land survey of the Property, including, without limitation, all visible and apparent easements or uses, and all underground easements or uses, the existence of which may arise by unrecorded grant or by use.

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Kelly Pinion

Kelly Pinion, County Clerk

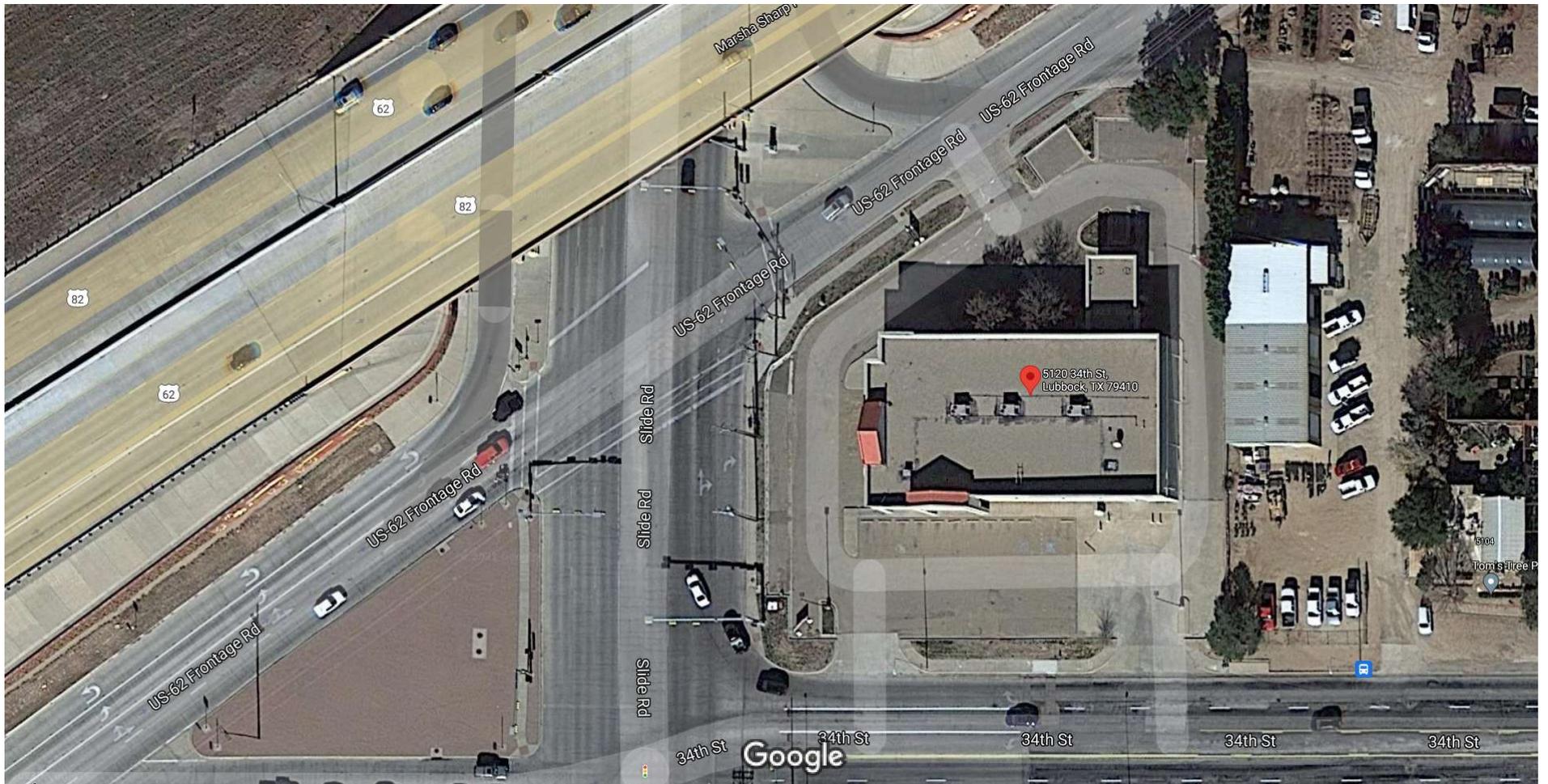
Lubbock County TEXAS

March 12, 2014 03:58.27 PM

FEE: \$49.00

2014008333

Exhibit "B" - Page 2 of 2





5120 34th St

Building



Directions



Save



Nearby



Send to your
phone



Share



5120 34th St, Lubbock, TX 79410

Photos



City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **2904-1**

In Favor

Opposed

Reasons and/or Comments:

Print Name

Alex Scarborough President, WTS ind.

Signature:

Alex Scarborough

Address:

5104-34th, Lubbock, TX 79410

Address of Property Owned:

Same

Phone Number:

806 799 3677

Email

alex@trusttreeplace.com

Zone Case Number: **2904-1**
WEST TEXAS SERVICES INC
5104 34TH ST

R143962

Receipt 1 of 3

LUBBOCK

TX 79410-2313



Regular City Council Meeting

8. 8.

Meeting Date: 10/12/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-00137, for Zone Case 3135-B, a request of Westar Commercial Realty for TopHat Operators, LLC, for a zone change from General Retail District (C-3) to Commercial District (C-4) Specific Use for a bar at 11824 Indiana Avenue, Suites #400 and #500, located west of Indiana Avenue and south of 118th Street, Cooper Plaza Addition, Tract C.

Item Summary

On September 28, 2021, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance Zone Case 3135-B
Staff Report 3135-B
Documentation 3135-B

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3135-B; A ZONING CHANGE FROM C-3 TO C-4 SPECIFIC USE FOR A BAR, AT 11824 INDIANA AVENUE, SUITES #400 AND #500, LOCATED WEST OF INDIANA AVENUE AND SOUTH OF 118TH STREET, COOPER PLAZA ADDITION, TRACT C, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3135-B

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3 to C-4 Specific Use for a Bar** zoning district at **11824 Indiana Avenue, Suites #400 and #500, located west of Indiana Avenue and south of 118th Street, Cooper Plaza Addition, Tract C, City of Lubbock, Lubbock County, Texas.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the C-3 zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **11824 Indiana Avenue, Suites #400 and #500, located west of Indiana Avenue and south of 118th Street, Cooper Plaza Addition, Tract C, City of Lubbock, Lubbock County, Texas.**

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

Staff Report	Zone Case 3135-B
City Council Meeting	September 28, 2021

Applicant Westar Commercial Realty

Property Owner Tophat Operators, LLC

Council District 4

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- June 23, 2005: This property was annexed and zoned Transition (T) through Ordinance 2005-00067.
- July 8, 2010, Zone Case 3135: This property was zoned from T to General Retail District (C-3) through Ordinance 2010-00051.
- September 02, 2021, Zone Case 3135-B: The Planning and Zoning Commission Recommended approval of a zone change to C-4 Specific Use for a bar by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 8
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History

The subject property was annexed in 1984 and developed with a shopping center.

Adjacent Property Development

The properties to the east and south are zoned General Retail District (C-3) and remain vacant. The property to the north is zoned General Retail District (C-3) and is developed with a shopping center. The property to the west is zoned High Density Apartment District (A-2) and is developed with an apartment complex.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 11824 Indiana Avenue Suite 400 and 500 and is located west of Indiana Avenue and south of 118th Street, Cooper Plaza, Tract C. The applicant requests a zone change from C-3 to C-4 Specific Use for a bar.

Current zoning: General Retail District (C-3)

Requested zoning: Commercial District (C-4) Specific Use

Intent Statements

The intent of the current C-3 zoning is, "...to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered.

The intent of the proposed C-4 zoning is, "...to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or federal highways.

The intent of the proposed Specific Use is, "...to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used. The regulations require specific site planning on all aspects of proposed development to ensure that any variations of land uses or land use standards will be in harmony with the purposes and objectives of the zoning ordinance.

Traffic Network/Infrastructure Impacts

The proposed rezoning location will be along Indiana Avenue, with Indiana Avenue designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. Arterial streets provide connectivity across the transportation network, so best practices are to consider all modes on these streets. Arterials are continuous routes whose function is to serve high volume needs to local traffic and regional traffic.

Compatibility with Surrounding Property

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The principles outlined in the Comprehensive Plan designates this area for "Commercial" land uses and notes that land uses in these areas can take numerous forms depending on context. The level of intensity for C-4 Specific Use is appropriate for this area and is consistent with the Future Land Use Plan. The Future Land Use Plan designates the surrounding properties for Commercial use and the proposed use is appropriate next to the established commercial uses.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other commercial uses that are already established.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the C-4 zoning district or the Specific Use for a bar.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and supporting documentation

Staff Contacts

Ashley Vasquez
Planner
Planning Department
806-775-2107
ashleyvasquez@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Allowable Uses: [Commercial District \(C-4\)](#)
[Specific Use District](#)

Transportation: The proposed development has point of access from Indiana Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Indiana Avenue, <i>Partial Arterial, Completed</i>	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.6 **Case 3135-B:** Westar Commercial Realty for TopHat Operators, LLC

Request for a zone change from General Retail District (C-3) to Commercial District (C-4) Specific Use for a bar, at:

- 11824 Indiana Avenue, Suites #400 and #500, located west of Indiana Avenue and south of 118th Street, Cooper Plaza Addition, Tract C.

PLANNER ASHLEY VASQUEZ stated there were eight (8) notifications sent out. There was one (1) received in support and zero (0) in opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

APPLICANT WADE AND SARAH CYPERT 4001 125th Street, advised they have a winery license with TABC and the location will have a front retail area, and they will serve wine with charcuterie boards. They are not a restaurant, but will have a wine dinner quarterly.

BOARDMEMBER DAN WILSON asked if it would be similar to the Wine Nest. The applicant advised it would, but they will be more focused on wine and retail. They will sell wine products, meats and cheese, etc.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3135-B** a motion was made by **JAMES BELL** and seconded by **SUSAN TOMLINSON** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

Case Number 3135-B



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: August 2021

PZC Mailout Notifications Received



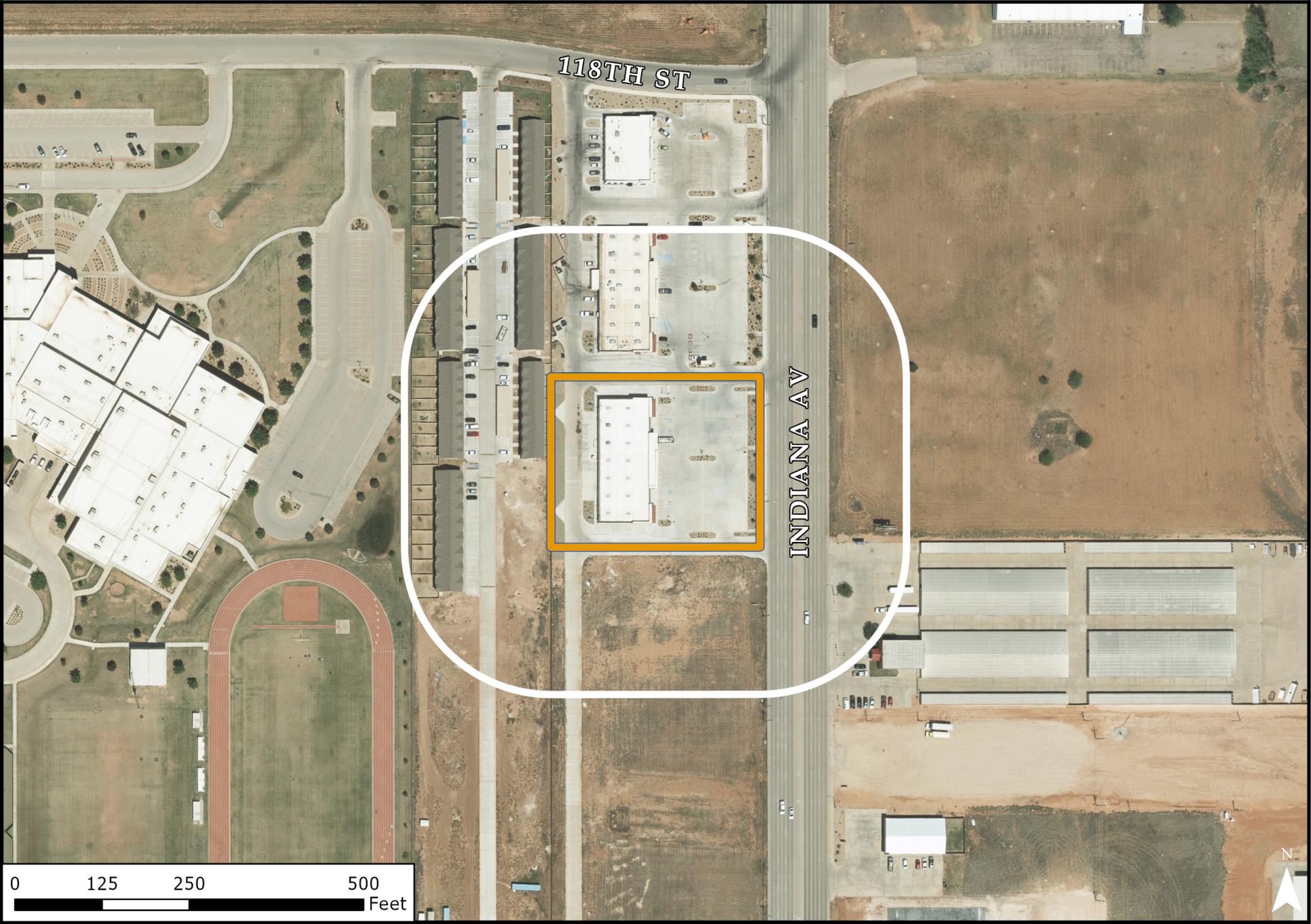
Legend

-  LocatorPnt3135_B
-  MailoutBuffer3135_B
-  <all other values>
- Notification Result**
-  In Favor
-  No Feedback
-  Opposed

Created by Planning Department
Date: 8/31/2021

0 395 790 1,580 Feet

Case Number 3135-B



118TH ST

INDIANA AV



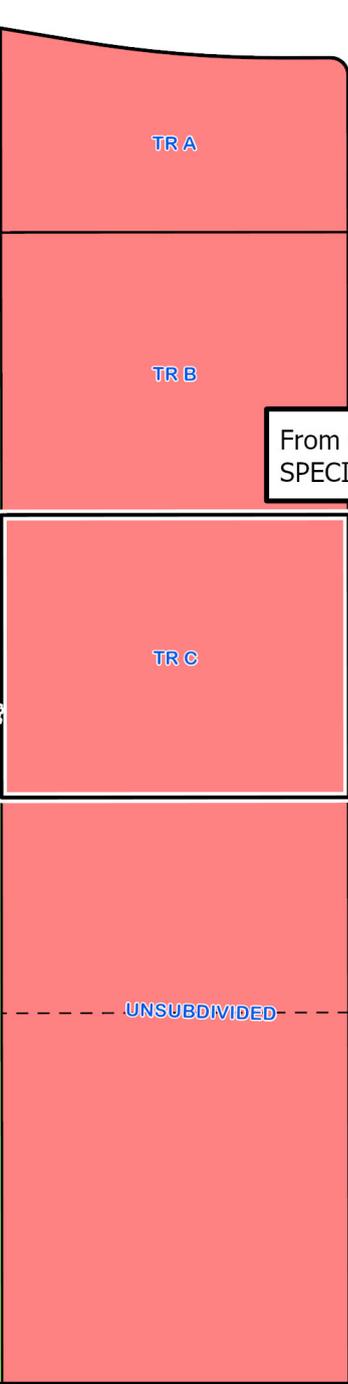
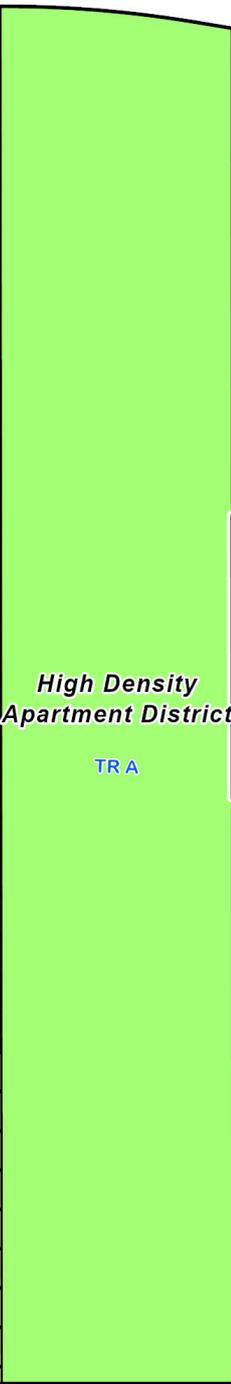
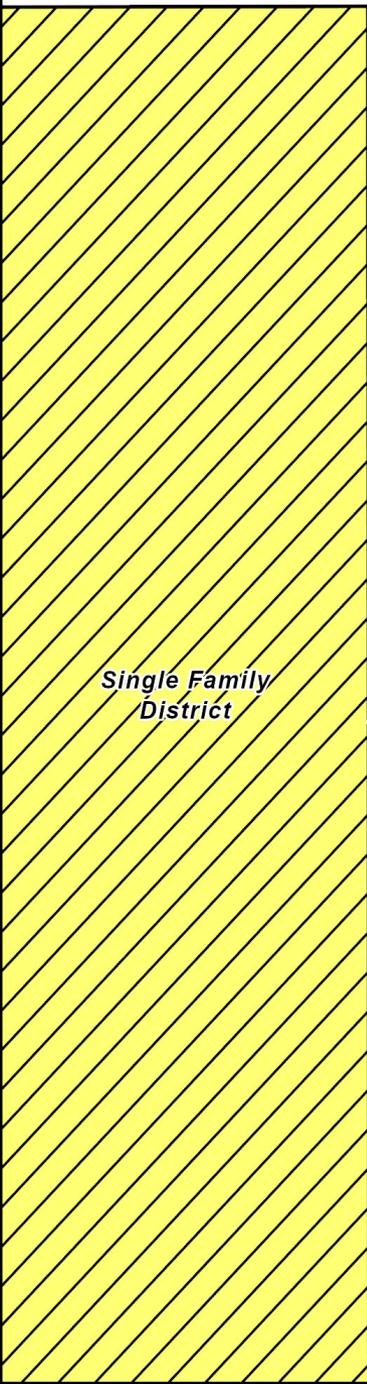
118TH ST

Current Zoning

3135-B

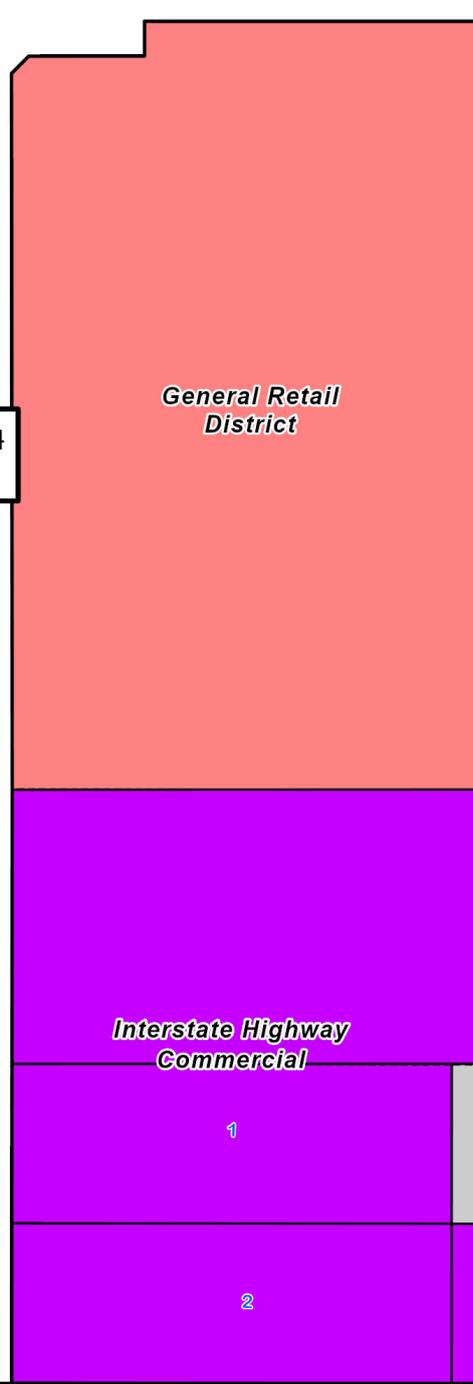
Zoning Districts

-  High Density Apartment
-  General Retail
-  Interstate Highway Commercial
-  Light Manufacturing
-  Single Family Specific Use



From C-3 to C-4
SPECIFIC USE

INDIANA AV



118TH ST

TR A

TR B

TR C

TR A

UNSUBDIVIDED

INDIANA AV

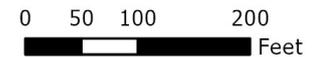
1

2

Future Land Use Plan Case 3135-B

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



3135-B



Subject property view to the west.



View to the east.



View to the south.



View to the north.



Lubbock Planning Department
 PO Box 2000 / 1314 Avenue K
 Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 11824 Indiana # 500 & 400
 Lots/Tracts: COOPER PLAZA TR C
 Survey & Abstract: _____
 Metes and Bounds Attached: Yes No Total Acreage of Request: _____
 Existing Land Use: _____ Existing Zoning: C-3
 Requested Zoning: C-4 (specific use)
 If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: Westar Commercial Realty
 Name: Kevin Watt
 Address: 4415 71st #12 City: Lubbock State: TX
 ZIP Code: 79424 Telephone: 806-778-5072 Email: kevin@lubbockwestar.com
 Applicant's Signature: *Kevin Watt*
 Date: _____ Printed Name: _____

Owner Information

Firm Name: _____
 Owner: TOPHAT OPERATORS LLC Rodney Warren
 Address: _____ City: _____ State: _____
 ZIP Code: _____ Telephone: _____ Email: _____
 Property Owner's Signature: *Rodney Warren*
 Date: _____ Printed Name: RODNEY WARREN

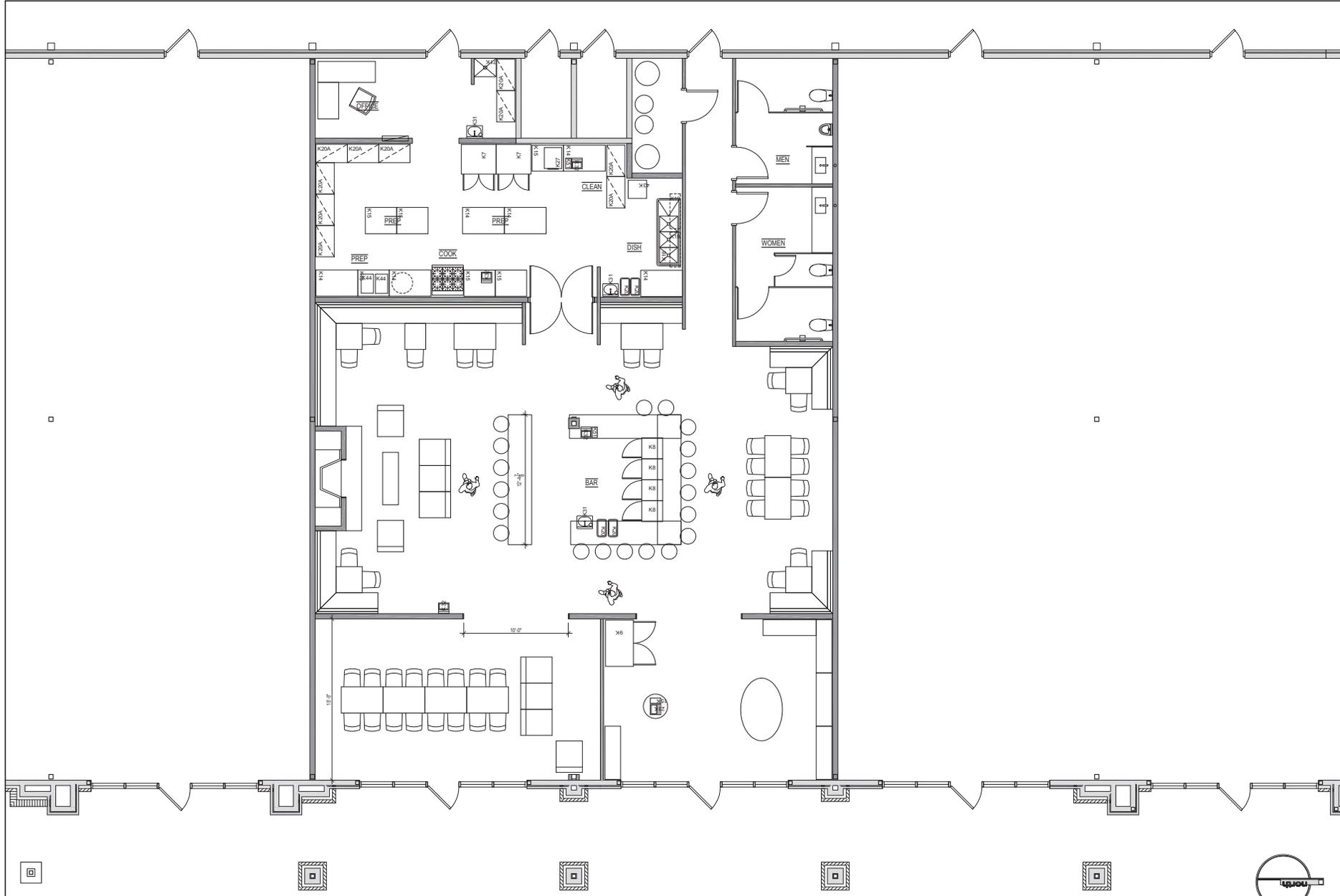
Preparer Information

Preparer's Signature: _____
 Date: _____ Printed Name: _____

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
 Request for zoning change from: _____ To: _____
 Lots: _____ Blocks: _____
 Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.



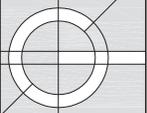
12 keynote floor plan
Scale: 1/4" = 1'-0"

AMICIS

FOR

grayson i. harrist

118— Indiana Avenue, Suite --, Lubbock, TX 79423



802 ncr 1100
shallowater, texas
79363
cell: 806.543.7246

**NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION**

project number:
21-11

date:	issue:
5.14.21	prelim

sheet: **A1.0**



City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3135-B**

In Favor
Opposed

Reasons and/or Comments:

Print Name: Natalie Carmona - ^{Day: Company} ~~Day: Company~~
Signature: Natalie Carmona
Address: 6309 Indiana Ave Suite B
Address of Property Owned: RS4745 SE corner of 114: Indiana
Phone Number: 806-785-7300
Email: Natalie.dayco@gmail.com

Zone Case Number: **3135-B** R54745
DAY & CO INC
6309 INDIANA AVE STE B

LUBBOCK TX 79413-5739





Regular City Council Meeting

8. 9.

Meeting Date: 10/12/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-00138, for Zone Case 3257-M, a request of Hugo Reed and Associates, Inc. for 1585 Development, LLC and Rocket Partners I, LLC, for a zone change from Single-Family District (R-1) Specific Use to Single-Family District (R-1) with a Specific Use for Townhomes, generally located south of 137th Street and west of Elgin Avenue, on 3.4 acres of unplatted land out of Block AK, Section 1.

Item Summary

On September 28, 2021, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance Zone Case 3257-M
Staff Report 3257-M
Documentation 3257-M

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3257-M; A ZONING CHANGE FROM R-1 SPECIFIC USE TO R-1 SPECIFIC USE FOR TOWNHOMES, GENERALLY LOCATED SOUTH OF 137TH STREET AND WEST OF ELGIN AVENUE, ON 3.4 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 1, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3257-M

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use** to **R-1 Specific Use for Townhomes** zoning district **generally located south of 137th Street and west of Elgin Avenue, on 3.4 acres of unplatted land out of Block AK, Section 1, City of Lubbock, Lubbock County, Texas, and being further described as follows:**

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1 Specific Use** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **generally located south of 137th Street and west of Elgin Avenue, on 3.4 acres of unplatted land out of Block AK, Section 1, City of Lubbock, Lubbock County, Texas.**

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

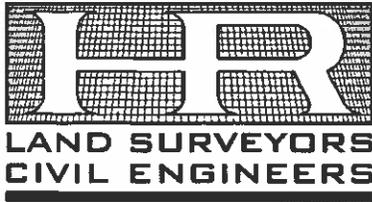


Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney



HUGO REED AND ASSOCIATES, INC.
1801 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

PROPOSED R-1 SPECIFIC USE ZONING

METES AND BOUNDS DESCRIPTION of an approximate 3.4 acre tract of land located in Section 1, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the centerline of Elgin Avenue, as dedicated by plat recorded under County Clerk File Number (CCFN) 2021026361 of the Official Public Records of Lubbock County, Texas (OPRLCT), for the most Easterly Northeast corner of this tract, which bears N. 88°02'16" W. an approximate distance of 2,672.5 feet and S. 01°52'07" W. an approximate distance of 2,811.3 feet from the Northeast corner of Section 1, Block AK;

THENCE S. 01°48'07" W. along the centerline of said Elgin Avenue, an approximate distance of 146.6 feet to a point for the Southeast corner of this tract;

THENCE N. 88°07'53" W., at an approximate distance of 42.0 feet pass the Western boundary of the plat limits of Lots 345-389, Viridian, an Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under CCFN 2021026361, OPRLCT, continuing for an approximate total distance of 556.4 feet to a point for the Southwest corner of this tract;

THENCE N. 01°52'07" E. an approximate distance of 552.1 feet to a point for the Northwest corner of this tract;

THENCE S. 88°07'53" E. an approximate distance of 160.0 feet to a point for the most Northerly Northeast corner of this tract;

THENCE S. 01°52'07" W. an approximate distance of 405.5 feet to a point for an "ell" corner of this tract;

THENCE S. 88°07'53" E., at an approximate distance of 349.2 feet pass the Western boundary said plat limits of Lots 345-389, Viridian, continuing for an approximate total distance of 396.2 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

Prepared for 1585 Development LLC and Rocket Partners I LLC
July 26, 2021

Staff Report	Zone Case 3257-M
City Council Meeting	September 28, 2021

<u>Applicant</u>	Hugo Reed and Associates
<u>Property Owner</u>	Thomas Payne on behalf of 1585 Development LLC and Rocket Partners I LLC
<u>Council District</u>	4

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- December 18, 2014: The northern portion of this property was annexed through Ordinance number 2014-00148 and Zoned Transition (T).
- July 9, 2015, Zone Case 3257-A: The northern portion of this property was rezoned as Single-Family District (R-1) with a Specific Use for Reduced Setbacks.
- April 28, 2016: The southern portion of this property was annexed through Ordinance 2016-00054 and zoned Transition (T).
- October 13, 2016, Zone Case 3257-B: The southern portion of the property was rezoned from Transitional (T) to Single-Family District (R-1) with a Specific Use for Reduced Setbacks.
- September 2, 2021, Zone Case 3257-M: The Planning and Zoning Commission recommended approval of a zone change from Single-Family District (R-1) Specific Use to Single-Family District (R-1) with a Specific Use for Townhomes by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 3
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The northern portion of the property was annexed in 2014 and the southern portion was annexed in 2016. Both properties have remained vacant and unsubdivided.

Adjacent Property Development

Properties to the north, west, and south are unsubdivided vacant land zoned R-1 Specific Use. Property to the east is vacant land zoned T, which has been subdivided as residential lots.

Zoning Request and Analysis

Item Summary

The subject properties are located south 137th Street and of west of Elgin Avenue. The applicant is requesting to rezone the subject properties from R-1 with a Specific Use for Reduced Setbacks to R-1 with a Specific Use for Townhomes.

Current zoning: Single-Family District (R-1) Specific Use for Reduced Setbacks

Requested zoning: Single-Family District (R-1) Specific Use for Townhomes

Intent Statements

The intent of the current and proposed R-1 zoning is “to promote orderly and proper development of single-family residential units, to protect established and future single-family residential developments from inharmonious and harmful land uses, and to provide a ‘quality environment’ for the residents of the district and city.”

The intent of the proposed Specific Use is “to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used. The regulations require specific site planning on all aspects of proposed development to ensure that any variations of land uses or land use standards will be in harmony with the purposes and objectives of the zoning ordinance”

Traffic Network/Infrastructure Impacts

The proposed rezoning location is located to the south of 138th Street and west of Elgin Avenue, both of which are designated as collectors. Collector streets are designed for medium volumes of vehicles operating at lower speeds and provide access and movement within residential, commercial, and industrial areas.

Compatibility with Surrounding Property

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The principles outlined in the Comprehensive Plan designates this area for “Low Density Residential” land uses. The proposed zone change to R-1 with a Specific Use for Townhomes is consistent with the designation and conforms to the principles of the Comprehensive Plan and Future Land Use Plan.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other existing residential areas.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses but may require additional public improvements to support the intensity of uses described in the R-1 zoning district.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and supporting documents

Staff Contacts

Aslyn Henry
Planner
Planning Department
806-775-2021
ahenry@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Allowable Uses: [Single-Family District \(R-1\) Specific Use for Townhomes](#)

Transportation: The proposed development has points of access from 138th Street and Elgin Avenue

Thoroughfare	Existing	Per Thoroughfare Development Plan
138 th Street <i>Collector, Proposed</i>	R.O.W. 52 feet, two-lane, undivided, paved	R.O.W. 64 feet, two-lane, undivided, paved
Elgin Avenue <i>Collector, Proposed</i>	R.O.W. 64 feet, two-lane, undivided, paved	R.O.W. 64 feet, two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.7 **Case 3257-M:** Hugo Reed and Associates for 1585 Development LLC and Rocket Partners I LLC

Request for a zone change from Single-Family District (R-1) Specific Use to Single-Family District (R-1) with a Specific Use for Townhomes, at:

- Generally located south of 137th Street and west of Elgin Avenue, on 3.4 acres of unplatted land out of Block AK, Section 1.

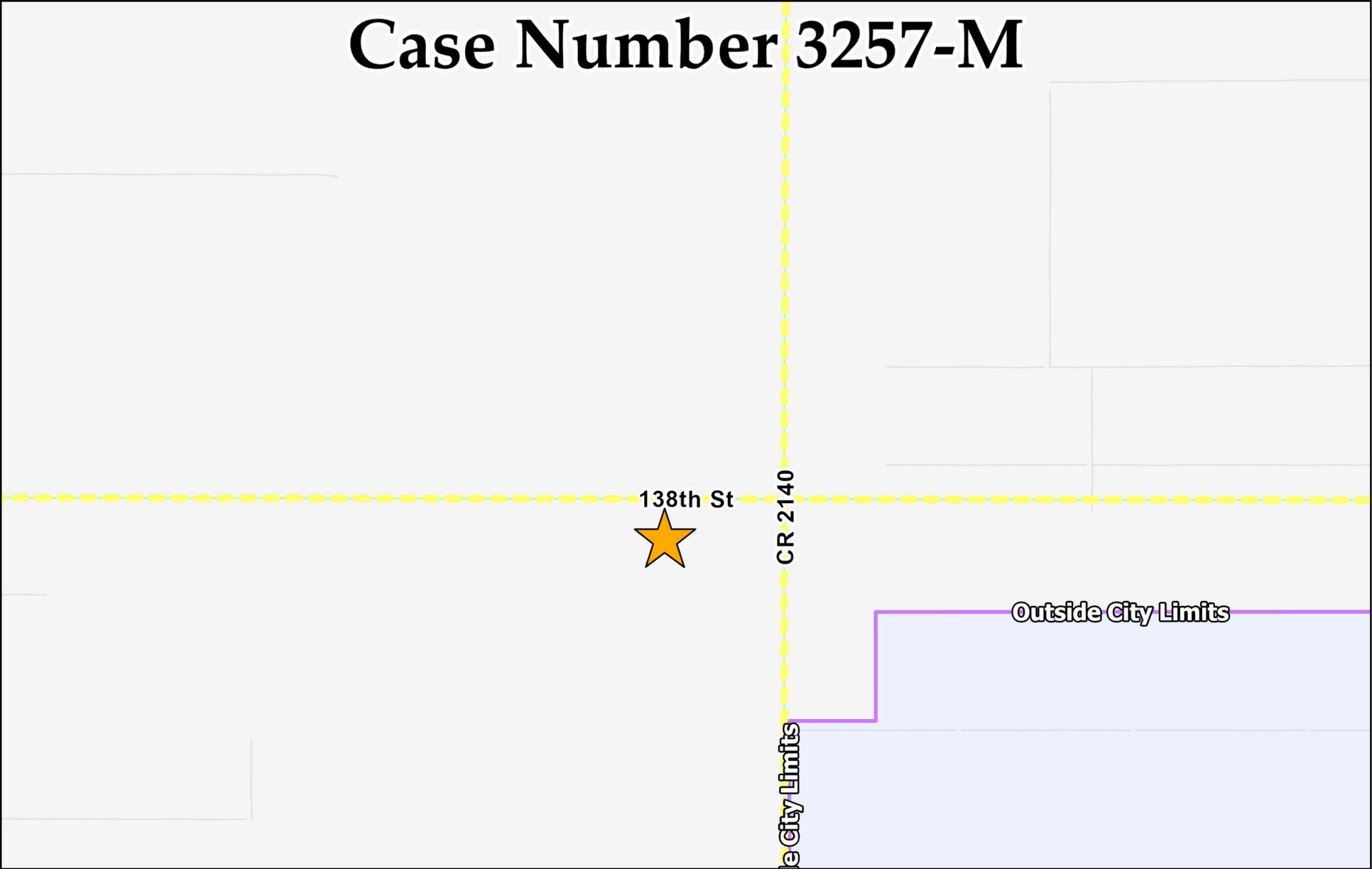
PLANNER ASLYN HENRY stated there were three (3) notifications sent out and zero (0) returned. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

APPLICANT TERRY HOLEMAN 1601 Avenue N, Hugo Reed & Associates, Inc, explained this request is within the next phase in the Viridian development. It is located in the middle of the square mile of the entire development and they are proposing a row of townhomes.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3257-M** a motion was made by **JORDAN WHEATLEY** and seconded by **JAMES BELL** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

Case Number 3257-M



138th St

CR 2140

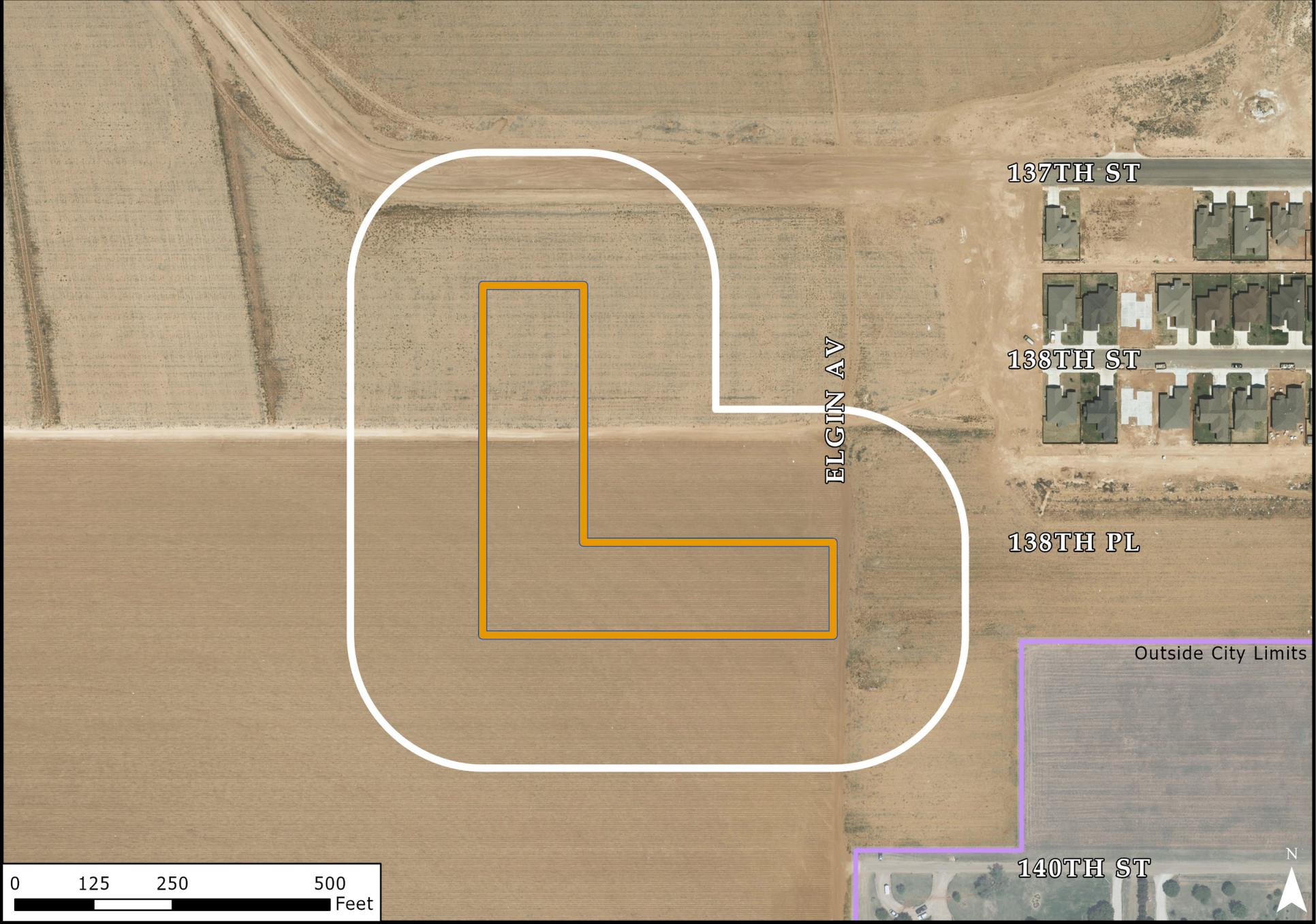
City Limits

Outside City Limits

Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop



Case Number 3257-M



137TH ST

138TH ST

138TH PL

ELGIN AV

Outside City Limits

140TH ST

0 125 250 500 Feet

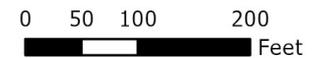
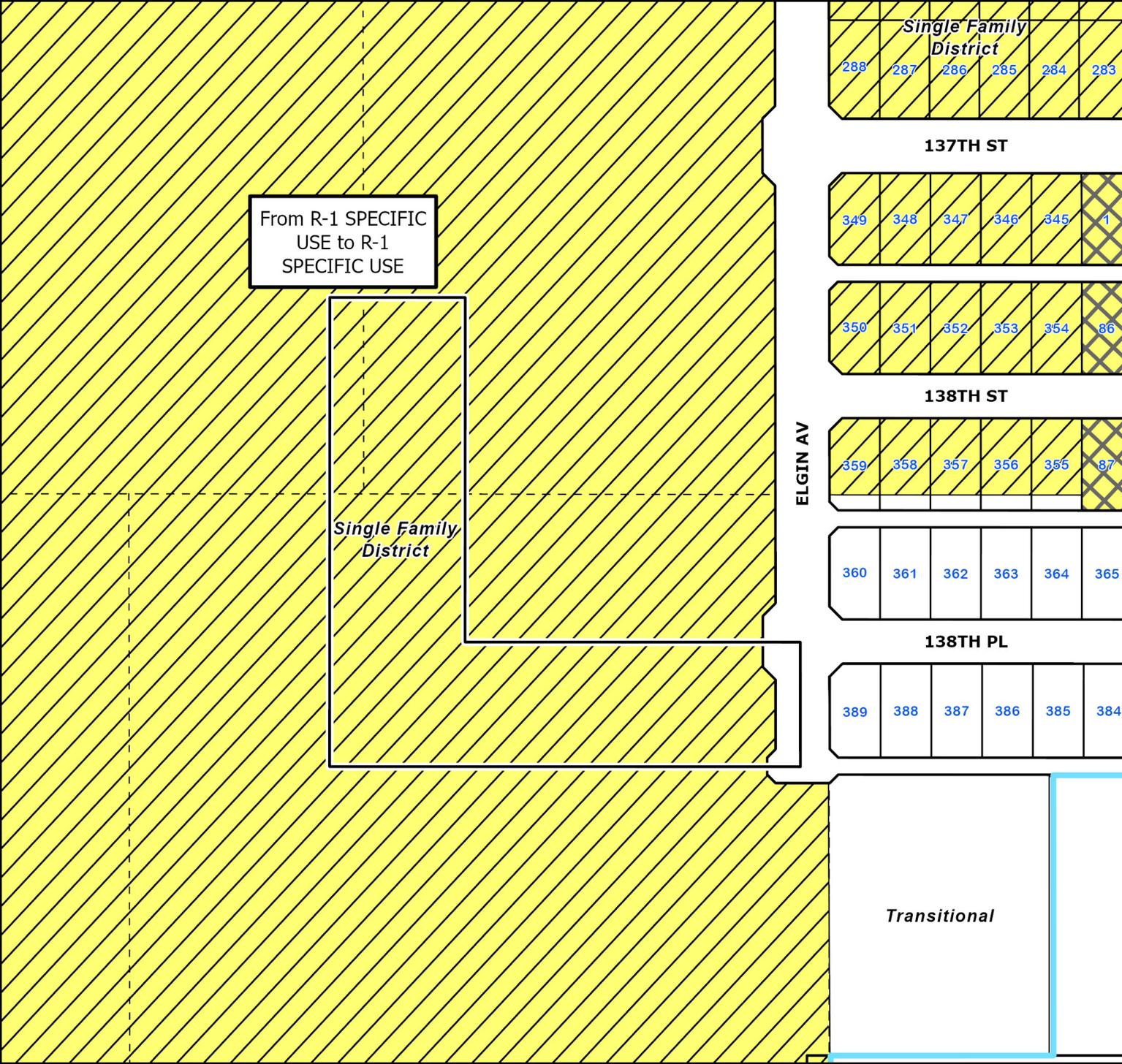
N

Current Zoning

3257-M

Zoning Districts

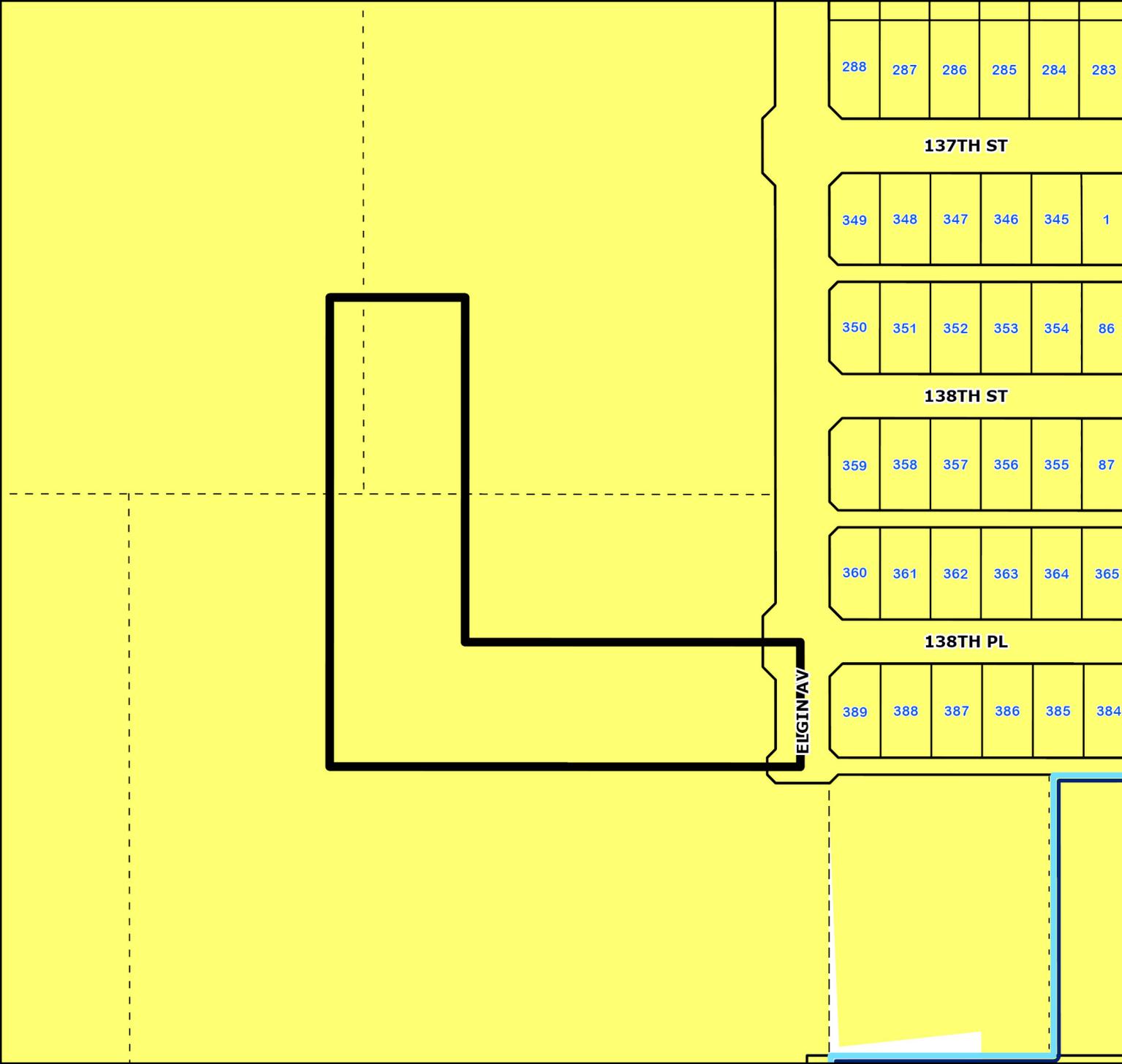
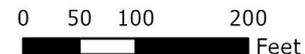
-  Single Family Specific Use
-  Single Family with Reduced Setbacks
-  Transitional



Future Land Use Plan Case 3257-M

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



3257-M



View of the subject property to the south



View of property from the east



View of property to the north



View of property to the west



Lubbock Planning Department
 PO Box 2000 / 1314 Avenue K
 Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: West of Elgin Avenue, generally between 138th Place and 138th Street
 Lots/Tracts: See Metes and Bounds Description
 Survey & Abstract: Section 1, Block AK
 Metes and Bounds Attached: Yes No Total Acreage of Request: 3.4
 Existing Land Use: Vacant Land Existing Zoning: R-1 Specific Use
 Requested Zoning: R-1 Specific Use (for townhomes)
 If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: Hugo Reed and Associates
 Name: Terry Holeman
 Address: 1601 Avenue N City: Lubbock State: TX
 ZIP Code: 79401 Telephone: 806-763-5642 Email: tholeman@hugoreed.com
 Applicant's Signature: *Terry Holeman*
 Date: July 26, 2021 Printed Name: Terry Holeman

Owner Information

Firm Name: 1585 Development LLC and Rocket Partners I LLC
 Owner: Thomas Payne on behalf of 1585 Development LLC and Rocket Partners I LLC
 Address: PO Box 64664 City: Lubbock State: TX
 ZIP Code: 79464 Telephone: 806-543-0667 Email: tpayn3@gmail.com
 Property Owner's Signature: *[Signature]*
 Date: 7/23/2021 Printed Name: Thomas Payne

Preparer Information

Preparer's Signature: _____
 Date: _____ Printed Name: _____

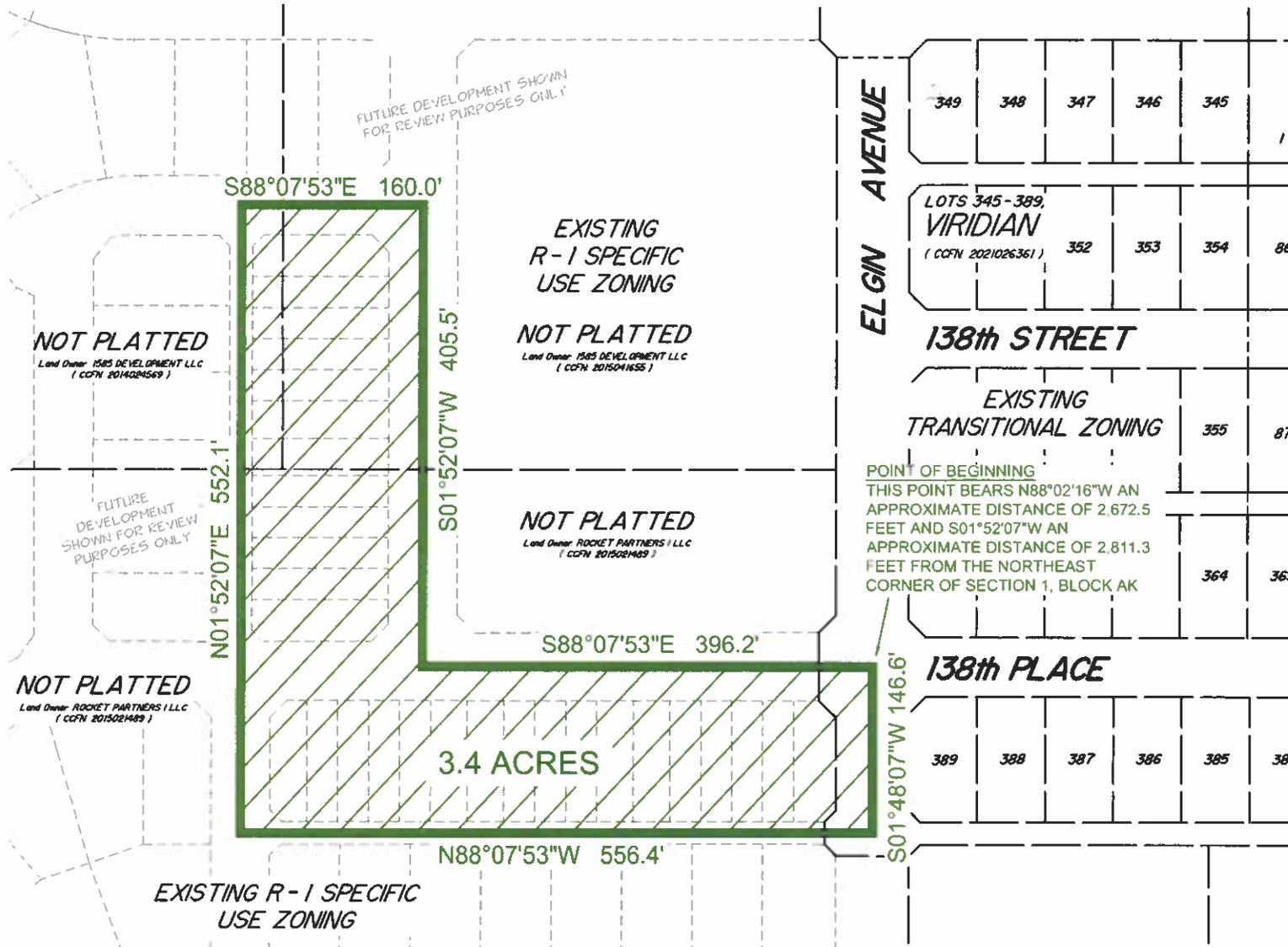
For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
 Request for zoning change from: _____ To: _____
 Lots: _____ Blocks: _____
 Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

PROPOSED ZONING

LOCATED IN SECTION 1, BLOCK AK

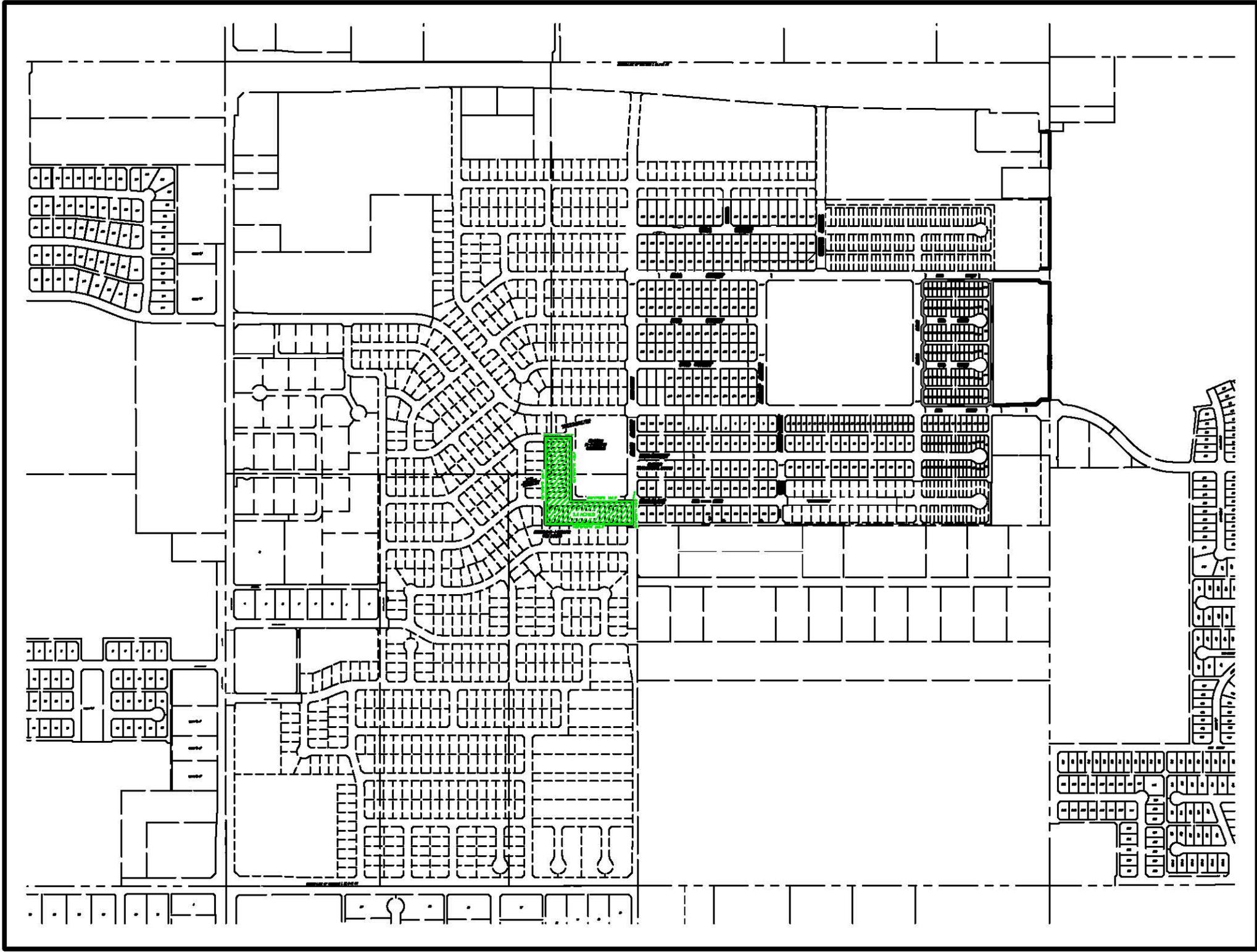


HR HUGO REED AND ASSOCIATES, INC.
 LAND SURVEYORS 1801 AVENUE N
 CIVIL ENGINEERS LUBBOCK, TEXAS 79401
 TEXAS LICENSED SURVEYING FIRM 100676-00 PHONE: 806 / 763-5642
 TEXAS REGISTERED ENGINEERING FIRM F-760 FAX: 806 / 763-3891

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

THIS DOCUMENT IS RELEASED FOR ZONING PURPOSES ONLY.

RELEASE DATE: July 26, 2021





Regular City Council Meeting

8. 10.

Meeting Date: 10/12/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-00139, for Zone Case 3308-D, a request of AMD Engineering, LLC for Dreambuilt Homes, Inc., Bushland Springs, LLC, Bo Properties, and HomeMakers Building Group, LLC, for a zone change from Single Family District (R-1) to Single Family District with Reduced Setbacks (R-1A), at 7211 through 7224 23rd Street, located east of Upland Avenue on the north and south sides of 23rd Street, Bushland Springs Addition, Lots 245-258, and 1.48 acres of unplatted land out of Block AK, Section 43, located at the northeast corner of Upland Avenue and 26th Street.

Item Summary

On September 28, 2021, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jessica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 3308-D
Staff Report 3308-D
Documentation 3308-D

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3308-D; A ZONING CHANGE FROM R-1 TO R-1A ZONING DISTRICT AT 7211 – 7224 23RD STREET, LOCATED EAST OF UPLAND AVENUE ON THE NORTH AND SOUTH SIDES OF 23RD STREET, BUSHLAND SPRINGS ADDITION, LOTS 245-258 AND 1.48 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 43, LOCATED AT THE NORTHEAST CORNER OF UPLAND AVENUE AND 26TH STREET, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3308-D

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from R-1 to R-1A zoning district at 7211 – 7224 23rd Street, located east of Upland Avenue on the north and south sides of 23rd Street, Bushland Springs Addition, Lots 245-258 and 1.48 acres of unplatted land out of Block AK, Section 43, located at the northeast corner of

Upland Avenue and 26th Street, City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

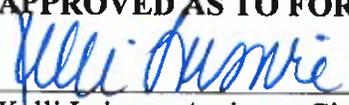
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3308-D
September 2, 2021



Rezone to R-1A

METES AND BOUNDS DESCRIPTION of a 2.87 acre (125,117 SF) tract of land located in Section 43, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears S 88°12'08" E approximately 406.00 feet from a point located approximately 1,204.99 feet at a bearing of S 76°23'51" W from the northwesternmost corner of the recorded plat for Lots 101-146, Bushland Springs, an addition to the City of Lubbock, Lubbock County, Texas;

THENCE S 01°47'52" W an approximate distance of 308.00 feet;

THENCE N 88°12'08" W an approximate distance of 406.44 feet;

THENCE N 01°52'39" E an approximate distance of 308.00 feet to the Point of Beginning and containing approximately 2.87 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Rezone to R-1A

METES AND BOUNDS DESCRIPTION of a 1.48 acre (64,610 SF) tract of land located in Section 43, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears S 88°12'08" E approximately 407.28 feet from a point located approximately 1,301.84 feet at a bearing of S 65°05'42" W from the southwesternmost corner of the recorded plat for Lots 101-146, Bushland Springs, an addition to the City of Lubbock, Lubbock County, Texas;

THENCE S 01°47'52" W an approximate distance of 158.74 feet;

THENCE N 88°11'09" W an approximate distance of 407.48 feet;

THENCE N 01°52'39" E an approximate distance of 158.62 feet to the Point of Beginning and containing approximately 2.87 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: HomeMakers Building Group, LLC
DreamBuilt Homes, Inc.
Bo Properties
Bushland Springs, LLC
July 29, 2021

Staff Report	Zone Case 3308-D
City Council Meeting	September 28, 2021

Applicant AMD Engineering, LLC

Property Owner DreamBuilt Homes Inc, Bushland Springs LLC, Bo Properties, HomeMakers Building Group LLC

Council District 5

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- September 27, 1984: This property was annexed through Ordinance number 008660 and zoned Transition (T).
- October 10, 1985, Zone Case 2538: The property was rezoned from Transition (T) to Single-Family District (R-1).
- April 13, 2017, Zone Case 3308: The property was rezoned from Single-Family district (R-1) to Single-Family District (R-1) with a Specific Use for Reduced Setbacks, Two-Family District (R-2) with a Specific Use for Reduced Setbacks, High-Density Apartment District (A-2), General Retail District (C-3), and Industrial Park District (IDP)
- October 13, 2020, Zone Case 3308-B: The property was rezoned from Single-Family district (R-1) to Single-Family District (R-1) with a Specific Use for Reduced Setbacks, Two-Family District (R-2) with a Specific Use for Reduced Setbacks, and Industrial Park District (IDP) to Single-Family District (R-1) and Two-Family District (R-2).
- September 2, 2021, Zone Case 3308-D: The Planning and Zoning Commission recommended approval of a zone change from Single Family District (R-1) to Single Family District with Reduced Setbacks (R-1A) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 14
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The property was annexed in 1984 and platted into 14 residential lots in May 2021. The properties are currently vacant.

Adjacent Property Development

Property to the north is vacant, zoned R-2, and platted as residential lots. Property to the east is vacant, zoned R-1 Specific Use, and also platted as residential lots. Property to the south is vacant, zoned R-2, and is unsubdivided. The property to the west is zoned Commercial District (C-4) and is developed with commercial retail.

Zoning Request and Analysis

Item Summary

The subject properties are located south of 19th Street and east of Upland Avenue. The applicant is requesting to rezone the subject properties from R-1 to R-1A.

Current zoning: Single-Family District (R-1)

Requested zoning: Reduced Setback Single-Family District (R-1A)

Intent Statements

The intent of the current R-1 zoning and the proposed R-1A zoning is “to promote orderly and proper development of single-family residential units, to protect established and future single-family residential developments from inharmonious and harmful land uses, and to provide a ‘quality environment’ for the residents of the district and city.”

Traffic Network/Infrastructure Impacts

The proposed rezoning location will have access from Upland Avenue, which is designated as a Principal Arterial in the Master Thoroughfare Plan, 2018. Arterials are continuous routes whose function is to serve high volume needs of local traffic and regional traffic.

Compatibility with Surrounding Property

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The principles outlined in the Comprehensive Plan designates this area for “Low Density Residential”. The proposed zone change to R-1A is consistent with the designation and conforms to the principles of the Comprehensive Plan and Future Land Use Plan.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other existing residential areas.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the R-1A zoning district.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and supporting documents

Staff Contacts

Aslyn Henry
Planner
Planning Department
806-775-2021
ahenry@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3308-D



Allowable Uses: [Reduced Setback Single-Family District \(R-1A\)](#)

Transportation: The proposed development has a point of access from Upland Avenue

Thoroughfare	Existing	Per Thoroughfare Development Plan
Upland Avenue <i>Principal Arterial (Modified)</i>	R.O.W. 85 feet, two-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.8 **Case 3308-D:** AMD Engineering LLC for Dreambuilt Homes Inc, Bushland Springs LLC, Bo Properties, HomeMakers Building Group LLC

Request for a zone change from Single Family District (R-1) to Single Family District with Reduced Setbacks (R-1A), at:

- 7211 – 7224 23rd Street, located east of Upland Avenue on the north and south sides of 23rd Street, Bushland Springs Addition, Lots 245-258 and 1.48 acres of unplatted land out of Block AK, Section 43, located at the northeast corner of Upland Avenue and 26th Street.

PLANNER ASLYN HENRY stated there were fourteen (14) notifications sent out. There were zero (0) returned. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

APPLICANT WESTIN MCCOWEN AMD Engineering, LLC, 6515 68th Street, was available to answer questions.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3308-D** a motion was made by **JAMES BELL** and seconded by **DAN WILSON** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

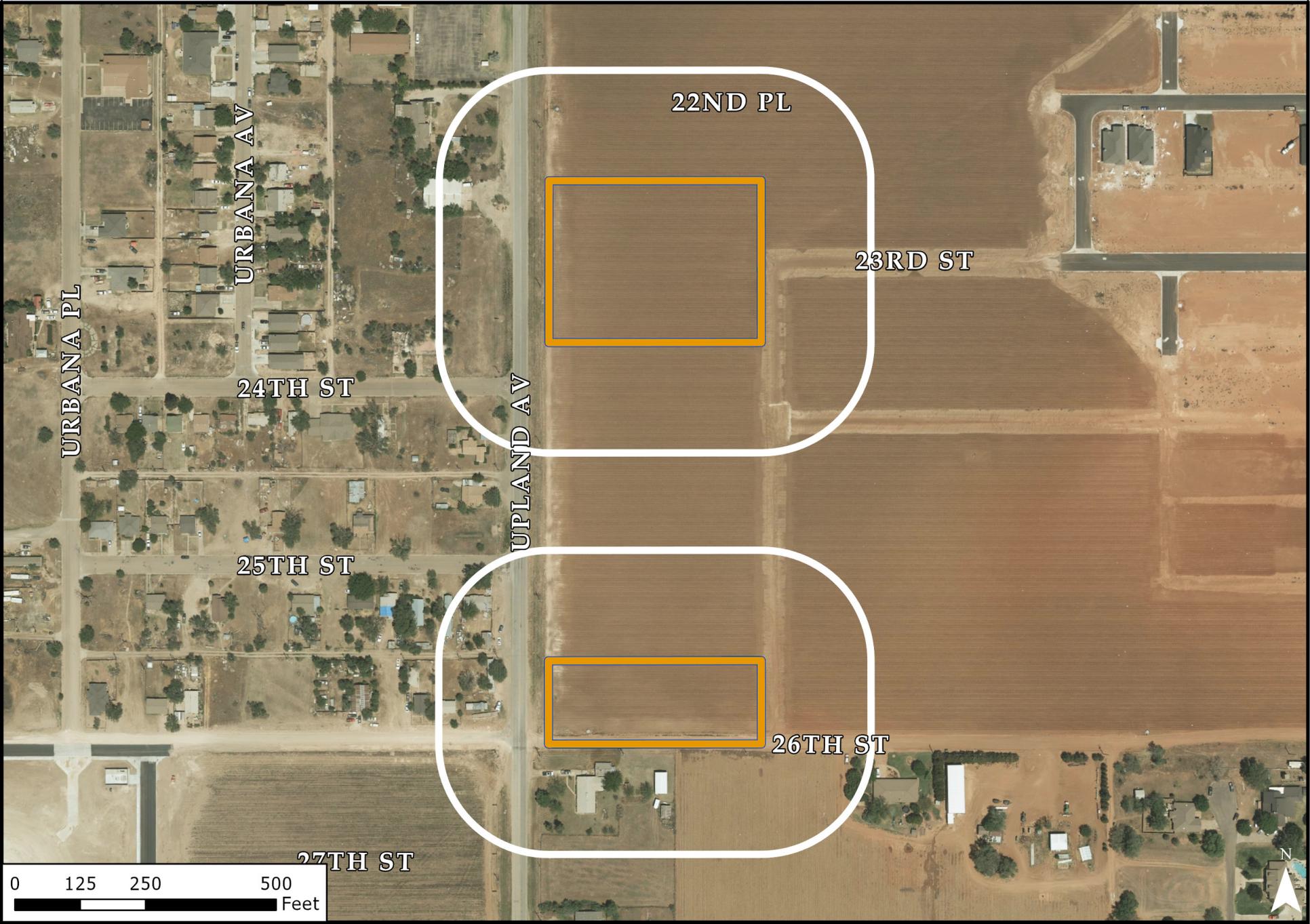
Case Number 3308-D



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop



Case Number 3308-D



22ND PL

23RD ST

24TH ST

25TH ST

26TH ST

27TH ST

URBANA PL

URBANA AV

UPLAND AV

0 125 250 500
Feet

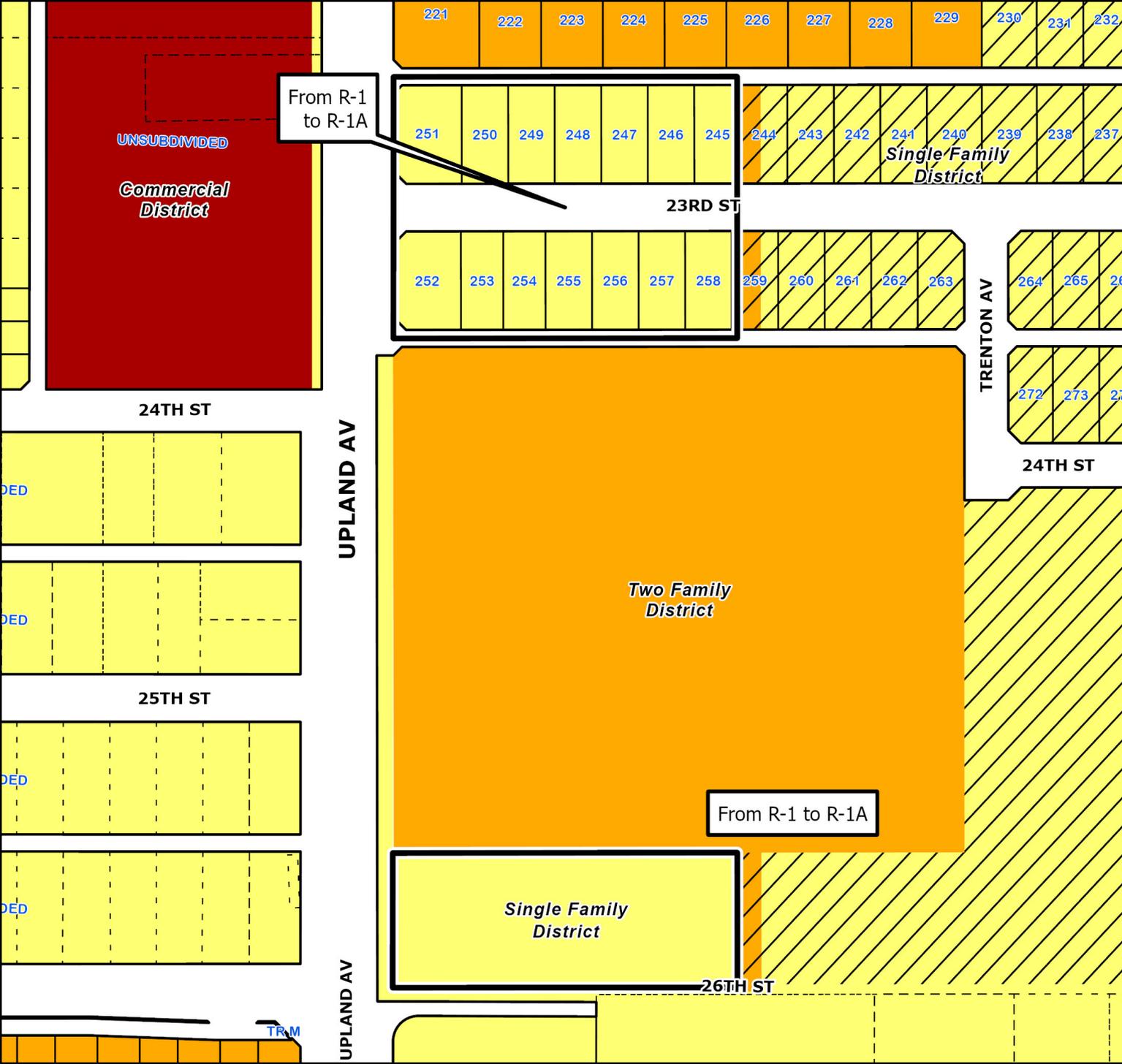


Current Zoning

3308-D

Zoning Districts

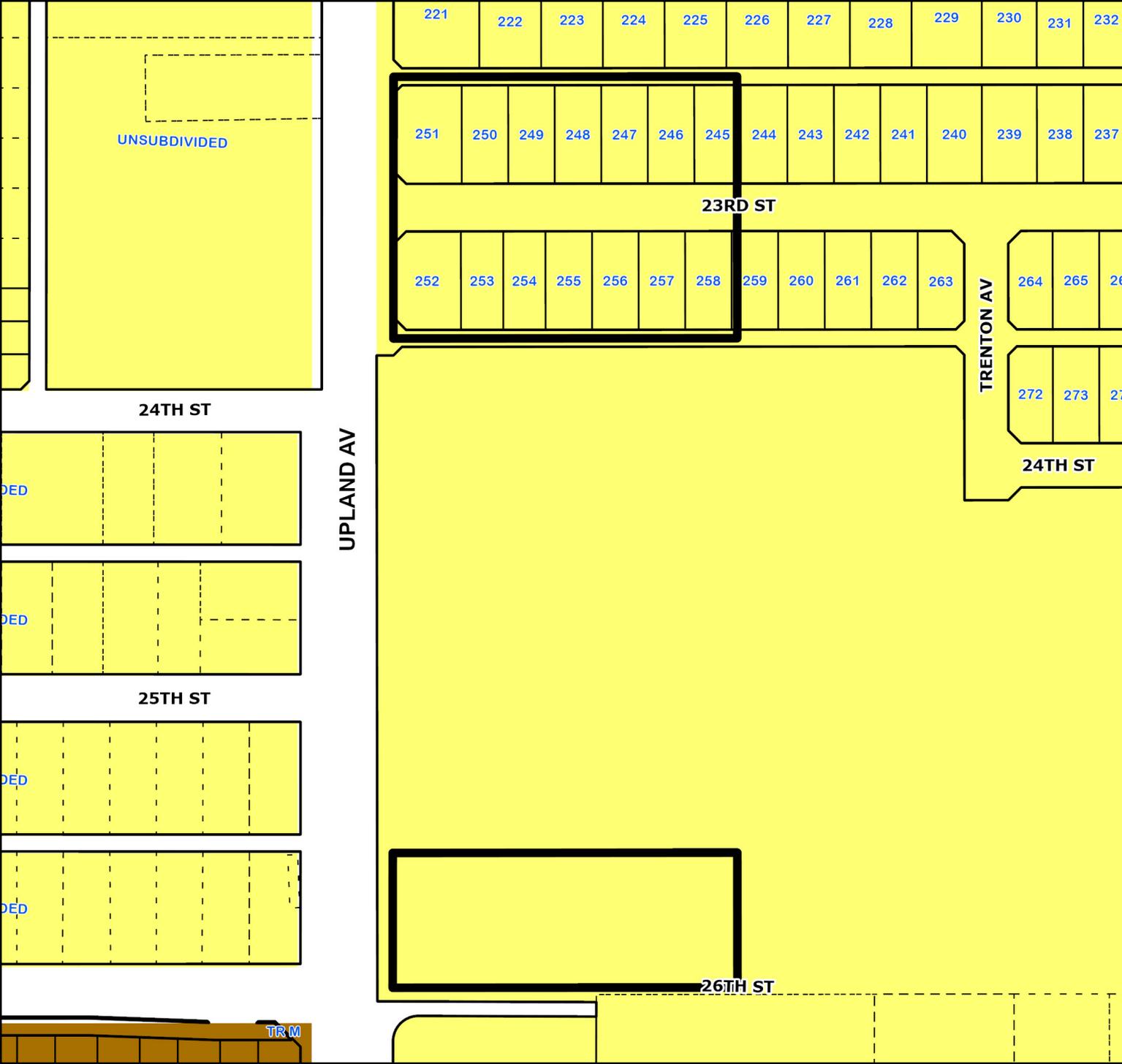
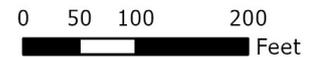
-  Commercial
-  Industrial Park
-  Single Family
-  Single Family Specific Use
-  Two Family
-  Two Family Specific Use



Future Land Use Plan Case 3308-D

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



3308-D



View of the subject property to the south



View of property from the east



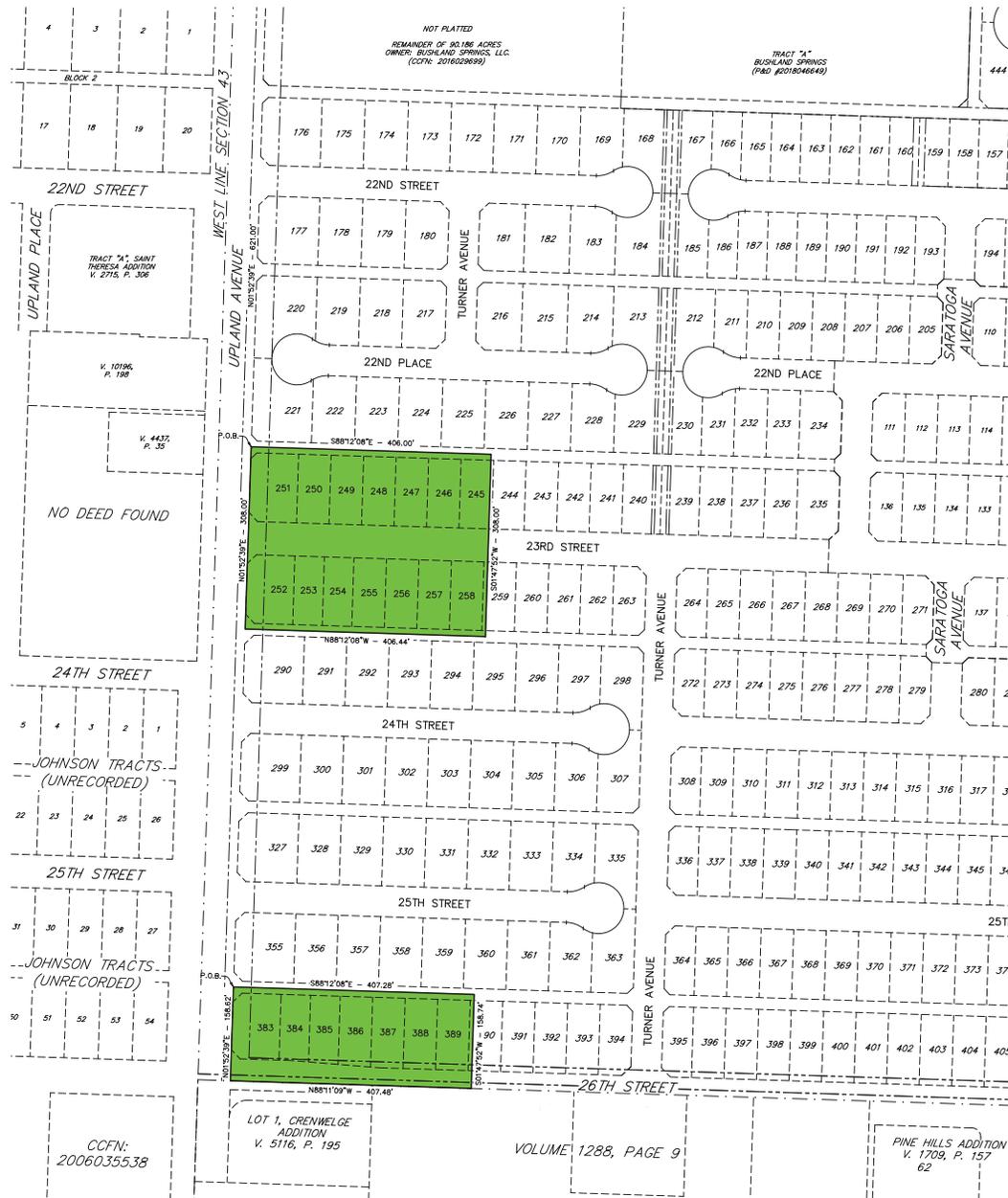
View of property to the north



View of property to the west

ZONE CHANGE APPLICATION EXHIBIT

to the City of Lubbock,
Lubbock County, Texas



NOTES:
SCALE: 1" = 100'

- ZONING REQUEST R-1A FROM R1 (TOTAL OF 4.35 ACRES)



VICINITY MAP
NOT TO SCALE



AMD CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC Phone: 806-771-5976
6515 68th Street, Suite 300 Fax: 806-771-7625
Lubbock, TX 79424 TBPE Reg. # F-9197

Accuracy - Efficiency - Integrity



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: Northeast of 26th Street and Upland Avenue. Refer to the attached exhibit.
Lots/Tracts: Bushland Springs, Lots 245-258 and 1.48 acres located at the northeast corner of Upland Ave and 26th Street
Survey & Abstract: LOCATED IN SECTION 43, BLOCK AK
Metes and Bounds Attached: Yes [checked] No [] Total Acreage of Request: 4.35
Existing Land Use: Existing Zoning: R-1
Requested Zoning: R-1A
If property is not subdivided, will a preliminary plat be submitted? Yes [] No []

Representative/Agent Information (if different from owner)

Firm Name: AMD ENGINEERING, LLC
Name: WILL STEPHENS
Address: 6515 68TH STREET, SUITE 300 City: LUBBOCK State: TX
ZIP Code: 79424 Telephone: 806-771-5976 Email: WSTEPHENS@AMDENG.COM
Applicant's Signature: [Signature]
Date: 07/29/2021 Printed Name: WILL STEPHENS

Owner Information

Firm Name: DreamBuilt Homes, Inc.
Owner: Dustin Kreyer
Address: Po Box 104822 City: Lubbock State: TX
ZIP Code: 79464 Telephone: 806-548-0779 Email: dustin@dreambuilthomes.com
Property Owner's Signature: [Signature]
Date: 7/28/21 Printed Name: Dustin Kreyer

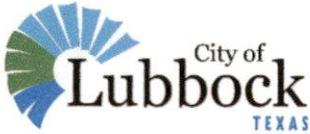
Preparer Information

Preparer's Signature: [Signature]
Date: 07/29/2021 Printed Name: WILL STEPHENS

For City Use Only

Zone Case No: Planning and Zoning Commission Date:
Request for zoning change from: To:
Lots: Blocks:
Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.



Lubbock Planning Department
 PO Box 2000 / 1314 Avenue K
 Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: Northeast of 26th Street and Upland Avenue. Refer to the attached exhibit.
 Lots/Tracts: Bushland Springs, Lots 245-258 and 1.48 acres located at the northeast corner of Upland Ave and 26th Street
 Survey & Abstract: LOCATED IN SECTION 43, BLOCK AK
 Metes and Bounds Attached: Yes No Total Acreage of Request: 4.35
 Existing Land Use: _____ Existing Zoning: R-1
 Requested Zoning: R-1A
 If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: AMD ENGINEERING, LLC
 Name: WILL STEPHENS
 Address: 6515 68TH STREET, SUITE 300 City: LUBBOCK State: TX
 ZIP Code: 79424 Telephone: 806-771-5976 Email: WSTEPHENS@AMDENG.COM
 Applicant's Signature: *Will Stephens*
 Date: 07/29/2021 Printed Name: WILL STEPHENS

Owner Information

Firm Name: Bushland Springs LLC
 Owner: Bushland Springs LLC
 Address: 8213 Alcae Ave City: Lubbock State: TX
 ZIP Code: 79424 Telephone: 806-548-2070 Email: treystrong@hotmail.com
 Property Owner's Signature: *Trey Strong*
 Date: 7/28/21 Printed Name: Trey Strong

Preparer Information

Preparer's Signature: *Will Stephens*
 Date: 07/29/2021 Printed Name: WILL STEPHENS

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
 Request for zoning change from: _____ To: _____
 Lots: _____ Blocks: _____
 Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: Northeast of 26th Street and Upland Avenue. Refer to the attached exhibit.

Lots/Tracts: Bushland Springs, Lots 245-258 and 1.48 acres located at the northeast corner of Upland Ave and 26th Street

Survey & Abstract: LOCATED IN SECTION 43, BLOCK AK

Metes and Bounds Attached: Yes No Total Acreage of Request: 4.35

Existing Land Use: _____ Existing Zoning: R-1

Requested Zoning: R-1A

If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: AMD ENGINEERING, LLC

Name: WILL STEPHENS

Address: 6515 68TH STREET, SUITE 300 City: LUBBOCK State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: WSTEPHENS@AMDENG.COM

Applicant's Signature:

Date: 07/29/2021 Printed Name: WILL STEPHENS

Owner Information

Firm Name: _____ Bo Properties

Owner: _____ Bo Christie

Address: 7223 23rd City: Lubbock State: Tx

ZIP Code: 79407 Telephone: (806) 570-8290 Email: hochristie11@gmail.com

Property Owner's Signature:

Date: 7/29/2021 Printed Name: Bo Christie

Preparer Information

Preparer's Signature:

Date: 07/29/2021 Printed Name: WILL STEPHENS

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: Northeast of 26th Street and Upland Avenue. Refer to the attached exhibit.
Lots/Tracts: Bushland Springs, Lots 245-258 and 1.48 acres located at the northeast corner of Upland Ave and 26th Street
Survey & Abstract: LOCATED IN SECTION 43, BLOCK AK
Metes and Bounds Attached: Yes [checked] No [] Total Acreage of Request: 4.35
Existing Land Use: Existing Zoning: R-1
Requested Zoning: R-1A
If property is not subdivided, will a preliminary plat be submitted? Yes [] No []

Representative/Agent Information (if different from owner)

Firm Name: AMD ENGINEERING, LLC
Name: WILL STEPHENS
Address: 6515 68TH STREET, SUITE 300 City: LUBBOCK State: TX
ZIP Code: 79424 Telephone: 806-771-5976 Email: WSTEPHENS@AMDENG.COM
Applicant's Signature: [Signature]
Date: 07/29/2021 Printed Name: WILL STEPHENS

Owner Information

Firm Name: HomeMakers Building Group LLC
Owner: Tim Roten Jr
Address: 4401-82nd St Suite 1500 City: Lubbock State: Tx
ZIP Code: 79424 Telephone: 806.392.2726 Email: t.roten@builtbyhomemakers.com
Property Owner's Signature: [Signature]
Date: 07/28/2021 Printed Name: Tim Roten

Preparer Information

Preparer's Signature: [Signature]
Date: 07/29/2021 Printed Name: WILL STEPHENS

For City Use Only

Zone Case No: Planning and Zoning Commission Date:
Request for zoning change from: To:
Lots: Blocks:
Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.



Regular City Council Meeting

8. 11.

Meeting Date: 10/12/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-00140, for Zone Case 3443, a request of Dr. Piyush Mittal and Greg Garrett for JKLM Investments, for a zone change from Restricted Local Retail District (C-2A) to Local Retail District (C-2), at 10301 Indiana Avenue, located east of Indiana Avenue and south of 103rd Street, on 0.8193 acres of unplatted land out of Block E2, Section 19.

Item Summary

On September 28, 2021, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance Zone Case 3443
Staff Report Zone Case 3443
Documentation Zone Case 3443

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3443; A ZONING CHANGE FROM C-2A TO C-2 ZONING DISTRICT AT 10301 INDIANA AVENUE, LOCATED EAST OF INDIANA AVENUE AND SOUTH OF 103RD STREET, ON 0.8193 ACRES OF UNPLATTED LAND OUT OF BLOCK E2, SECTION 19, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3443

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from C-2A to C-2 zoning district at **10301 Indiana Avenue, located east of Indiana Avenue and south of 103rd Street, on 0.8193 acres of unplatted land out of Block E2, Section 19, City of Lubbock, Lubbock County, Texas, and being further described as follows:**

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

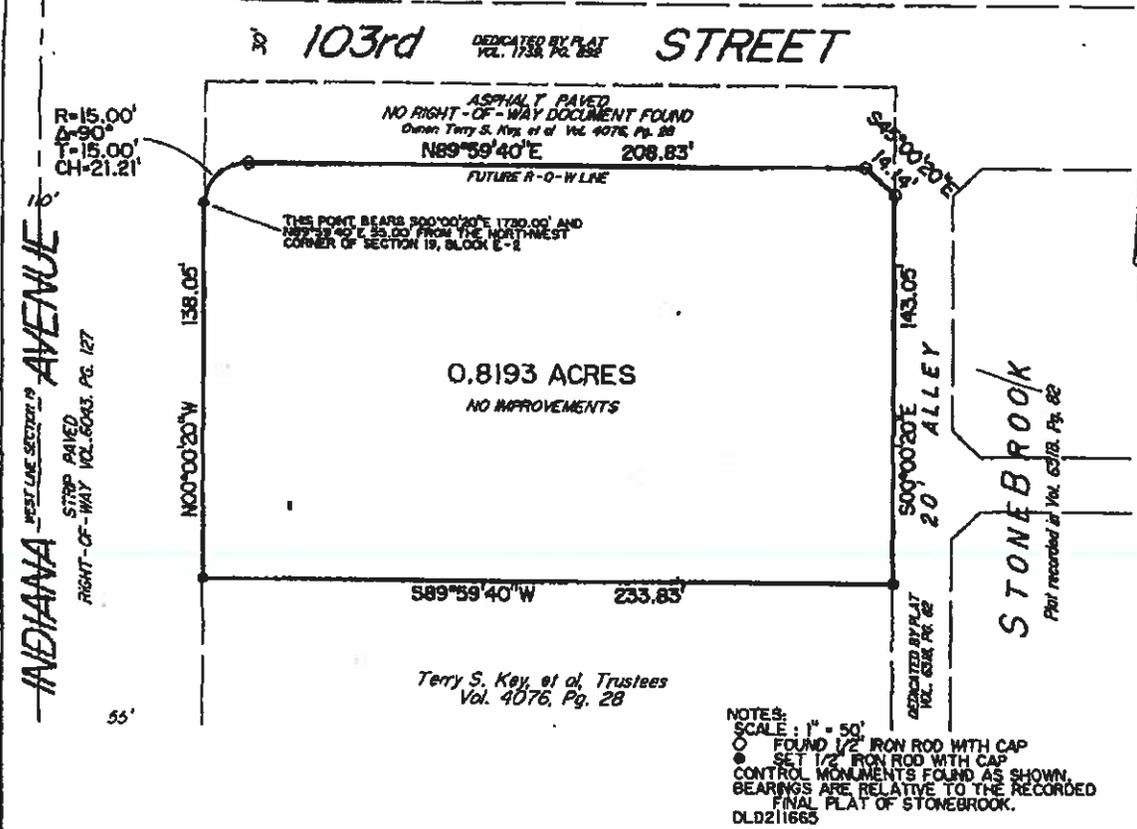
APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3443
September 2, 2021

PLAT SHOWING BOUNDARY AND IMPROVEMENT SURVEY OF
 A 0.8193 ACRE TRACT OF LAND LOCATED IN
SECTION 19, BLOCK E-2
 LUBBOCK COUNTY, TEXAS



METES AND BOUNDS DESCRIPTION of a 0.8193 acre tract of land located in Section 19, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set for a point of curvature in the East right-of-way line of Indiana Avenue which bears S. 00°00'20" E. a distance of 1730.00 feet and N. 89°59'40" E. a distance of 55.00 feet from the Northwest corner of Section 19, Block E-2, Lubbock County, Texas;

THENCE Northeasterly around a curve to the right, said curve having a radius of 15.00 feet, a central angle of 90°, tangent lengths of 15.00 feet, and a chord distance of 21.21 feet to a 1/2" iron rod with cap found at a point of tangency in the future South right-of-way line of 103rd Street;

THENCE N. 89°59'40" E., along the future South right-of-way line of 103rd Street, a distance of 208.83 feet to a 1/2" iron rod with cap found at a point of intersection;

THENCE S. 45°00'20" E. a distance of 14.14 feet to a 1/2" iron rod with cap found at a point of intersection in the West line of a 20 foot alley;

THENCE S. 00°00'20" E., along the West line of a 20 foot alley, a distance of 143.05 feet to a 1/2" iron rod with cap set for the Southeast corner of this tract;

THENCE S. 89°59'40" W. a distance of 233.83 feet to a 1/2" iron rod with cap set for the Southwest corner of this tract in the East right-of-way line of Indiana Avenue;

THENCE N. 00°00'20" W., along the East right-of-way line of Indiana Avenue, a distance of 138.05 feet to the Point of Beginning.

CERTIFICATION TO:
 FOR:

I, Daniel E. Martinez, Texas Registered Professional Land Surveyor No. 4515, do hereby certify that this survey was made on the ground and is true and correct. This property does not lie within a flood boundary area as shown on Panel 45 of 55 of the FIRM for the City of Lubbock, Community Panel No. 480452-0045C, effective date, September 7, 1982, and revised March 18, 1986. ZONE C. June 10, 2001

Daniel E. Martinez

Daniel E. Martinez
 Registered Professional Land Surveyor
 No. 4515 State of Texas



WARNING
 This plat is invalid unless it bears an original signature across an embossed seal.

HUGO REE
 AND ASSOCIATES, IN
 LAND SURVEYORS CIVIL ENGINEER
 1801 AVENUE N LUBBOCK, TEXAS 794
 PHONE 806/763-3642 FAX 806/763-38

Staff Report	Zone Case 3443
City Council Meeting	September 28, 2021

Applicant Dr. Piyush Mittal and Greg Garrett

Property Owner JKLM Investments

Council District 4

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- December 8, 1977: Property was annexed through ordinance 007557 and zoned Transition (T).
- September 9, 1999, Zone Case 2849: Property was rezoned from Transition (T) to Restricted Local Retail District (C-2A).
- September 2, 2021: The Planning and Zoning Commission recommended approval of a zone change from Restricted Local Retail (C-2A) to Local Retail District (C-2) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 19
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The property was annexed in 1977 and has remained vacant and unsubdivided.

Adjacent Property Development

Property to the north is zoned Garden Office (GO) and is developed with offices. Property to the east is zoned T and is developed with single-family residences. Property to the south is zoned Restricted Local Retail District and is developed with an insurance office. Property to the west is zoned High-Density Apartment District (A-2) and is developed with a church.

Zoning Request and Analysis

Item Summary

The subject property is located south 103rd Street and of east of Indiana Avenue. The applicant is requesting to rezone the property from C-2A to C-2.

Current zoning: Restricted Local Retail District (C-2A)

Requested zoning: Local Retail District (C-2)

Intent Statements

The intent of the current C-2A zoning and the proposed C-2 zoning is “to provide limited local retail and service commercial uses which serve one of several neighborhoods. Such districts may be located on existing thoroughfares or at the intersections of major thoroughfares.”

Traffic Network/Infrastructure Impacts

The proposed rezoning location is located south of 103rd Street and west of Indiana Avenue, which are designated as a Local Street and Principal Arterial respectively by the Master Thoroughfare Plan, 2018. Local Streets typically provide access to smaller, destination oriented areas, such as neighborhoods, subdivisions or local business districts. Arterials are continuous routes whose function is to serve high volume needs of local traffic and regional traffic. Both of these streets can handle the traffic associated with the uses allowed in the C-2 district.

Compatibility with Surrounding Property

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The principles outlined in the Comprehensive Plan designates this area for “Commercial”. The proposed zone change to C-2 is consistent with the designation and conforms to the principles of the Comprehensive Plan and Future Land Use Plan.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other existing commercial areas.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses and does not require additional public improvements to support the intensity of uses described in the C-2 zoning district.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and supporting documents

Staff Contacts

Aslyn Henry
Planner
Planning Department
806-775-2021
ahenry@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3443



Allowable Uses: [Local Retail District \(C-2\)](#)

Transportation: The proposed development has a point of access from Indiana Avenue

Thoroughfare	Existing	Per Thoroughfare Development Plan
Indiana Avenue <i>Principal Arterial</i>	R.O.W. 110 feet, six-lane, undivided, paved	R.O.W. 110 feet, six-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.12 **Case 3443:** Dr. Piyush Mittal and Greg Garrett for JKLM Investments

Request for a zone change from Restricted Local Retail District (C-2A) to Local Retail District (C-2), at:

- 10301 Indiana Avenue, located east of Indiana Avenue and south of 103rd Street, on 0.8193 acres of unplatted land out of Block E2, Section 19.

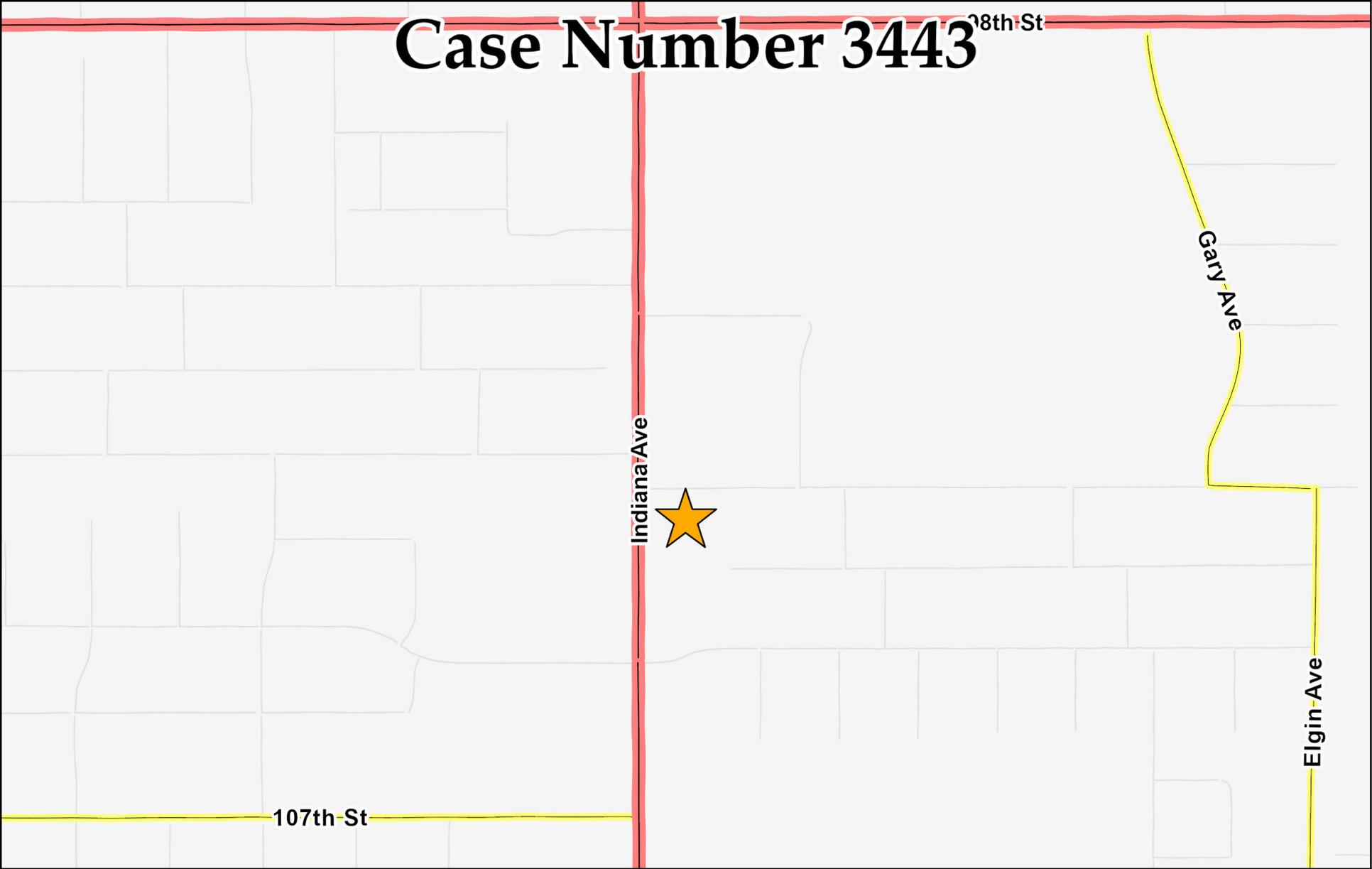
PLANNER ASLYN HENRY stated there were nineteen (19) notifications sent out and zero (0) returned. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

APPLICANTS GREG GARRETT 3926 85th Place and **DR. PIYUSH MITTAL** 4709 130th Street want to have a UPS store at this location. They need the C-2 zoning due to the printing services that are provided by UPS stores.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3443** a motion was made by **DAN WILSON** and seconded by **JAMES BELL** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

Case Number 3443 ^{18th St}

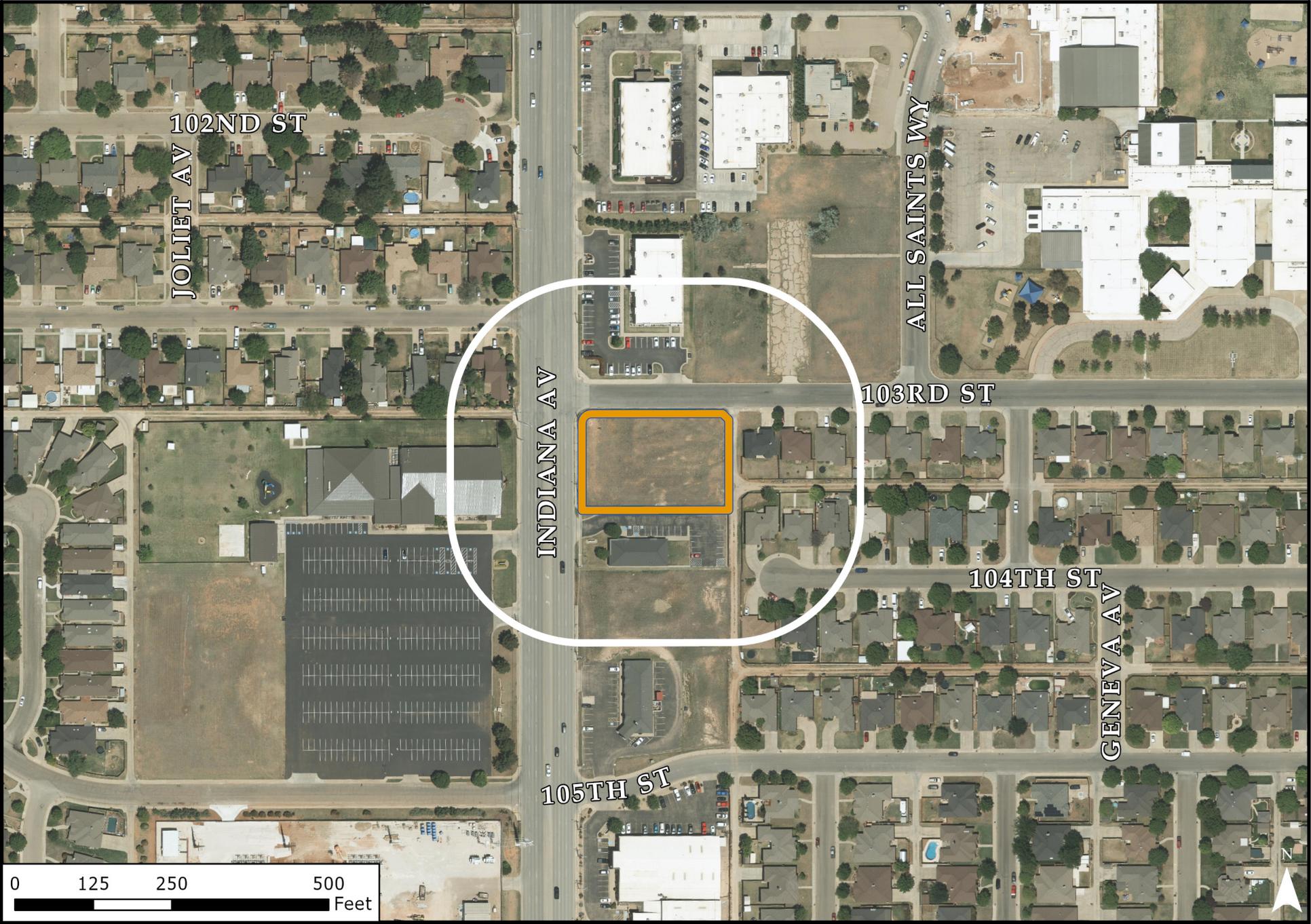


Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

North
South
East
West

Date Exported: August 2021

Case Number 3443



102ND ST

JOLIET AV

INDIANA AV

ALL SAINTS WY

103RD ST

104TH ST

GENEVA AV

105TH ST

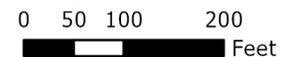
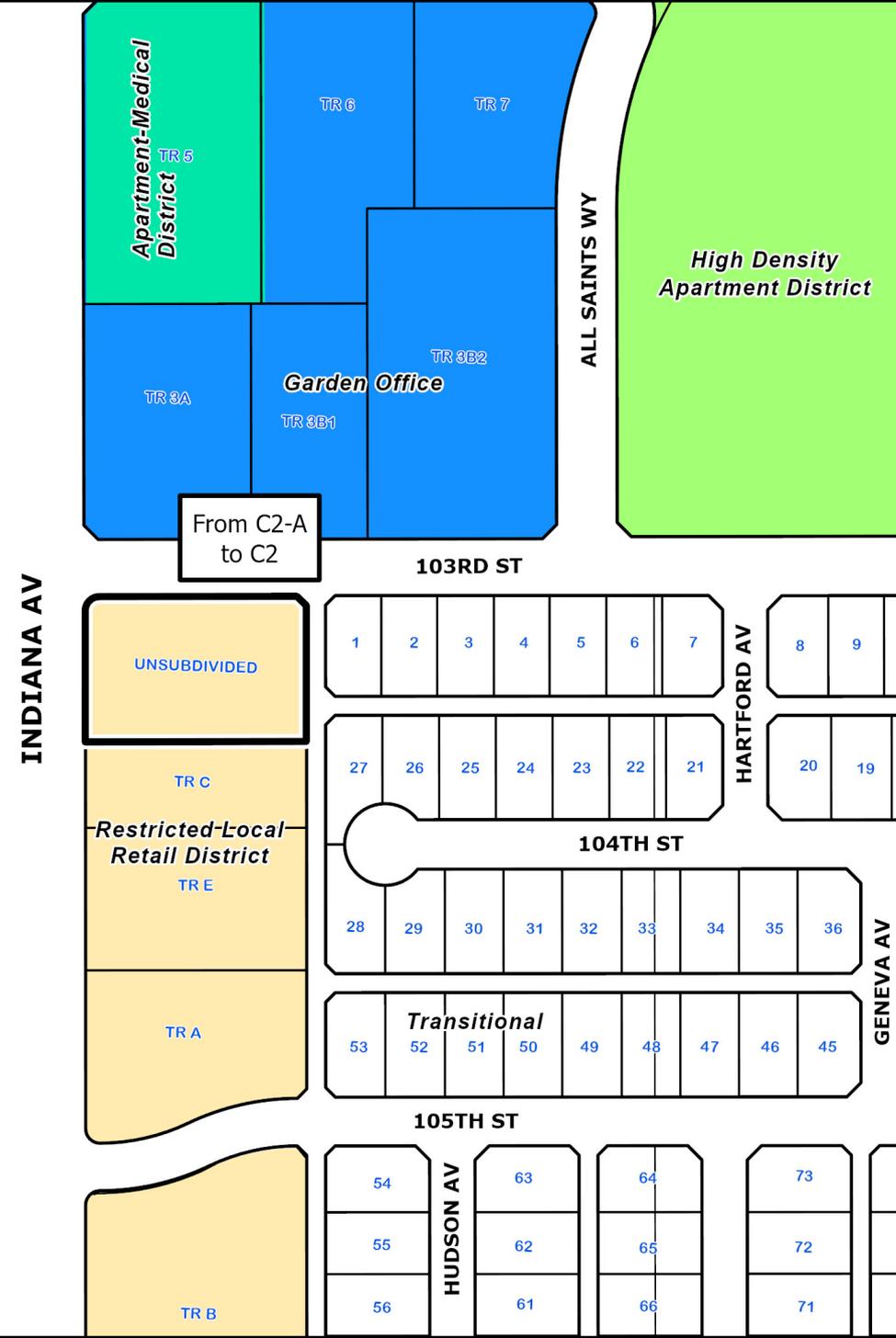
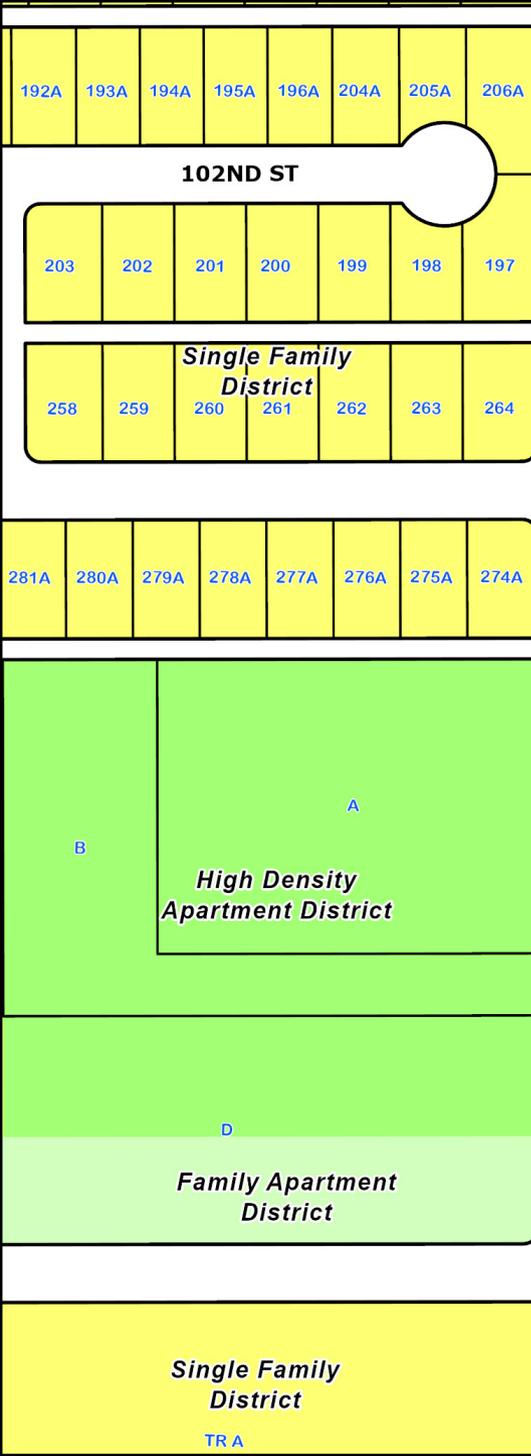


Current Zoning

3443

Zoning Districts

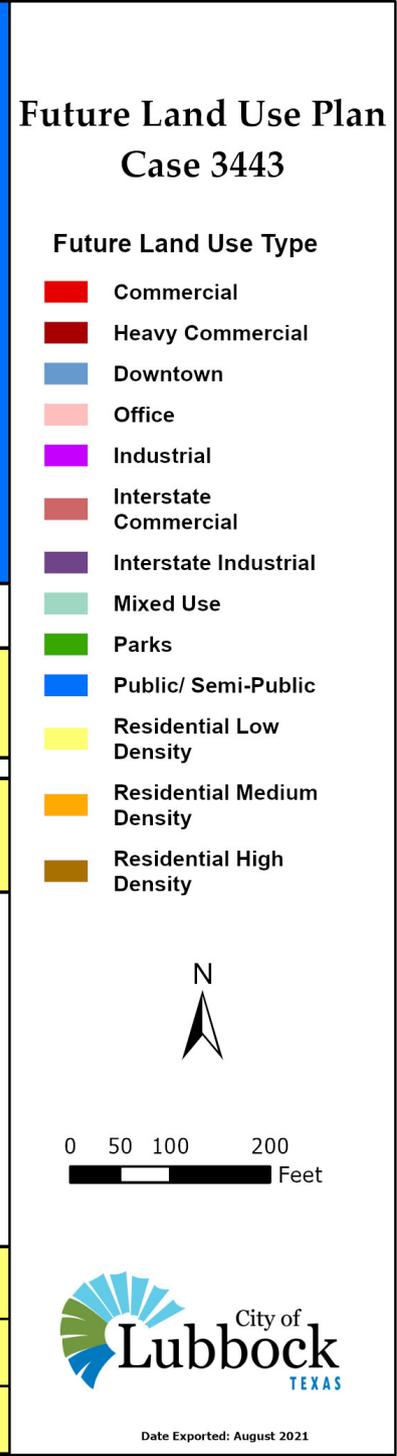
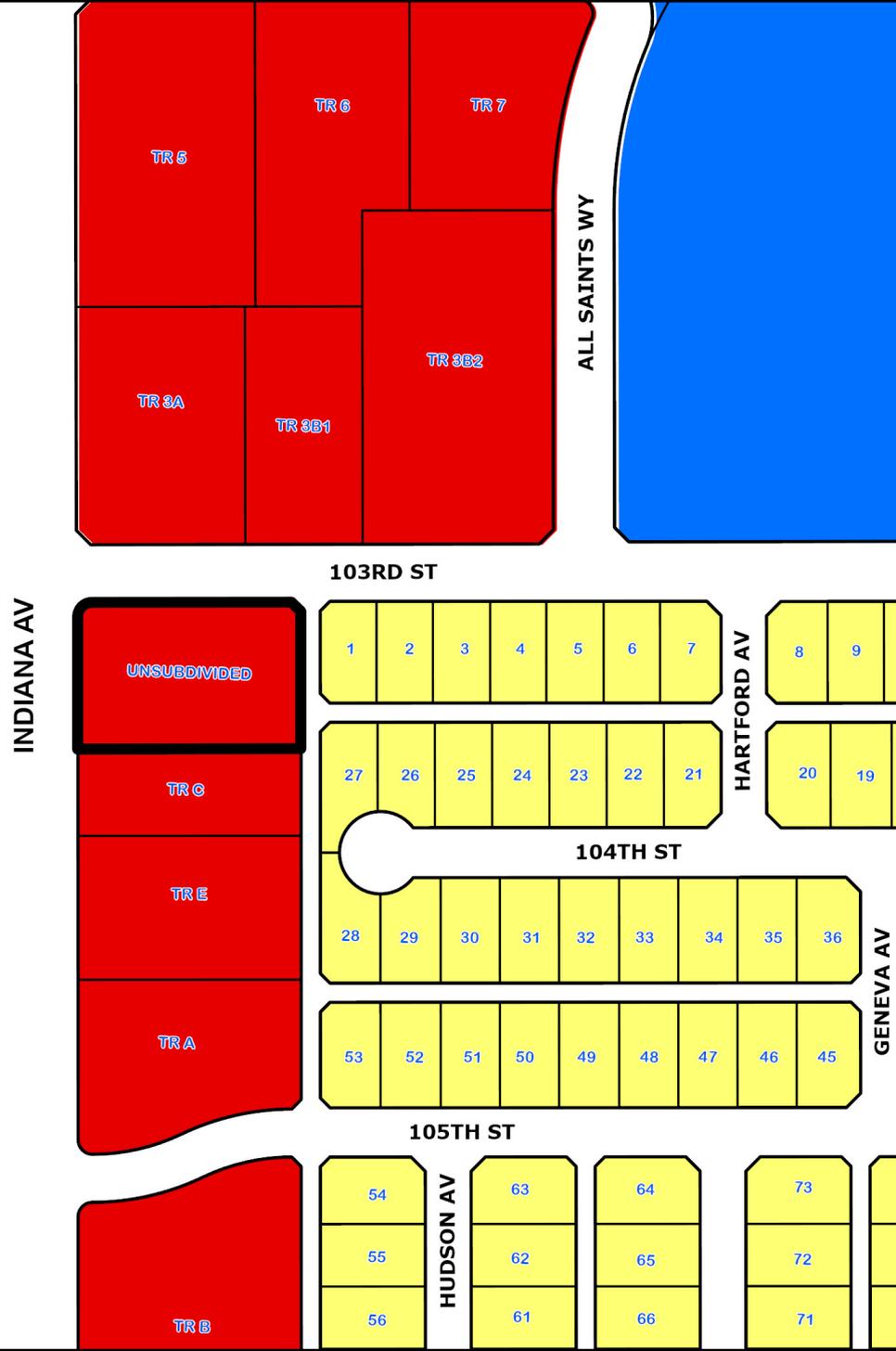
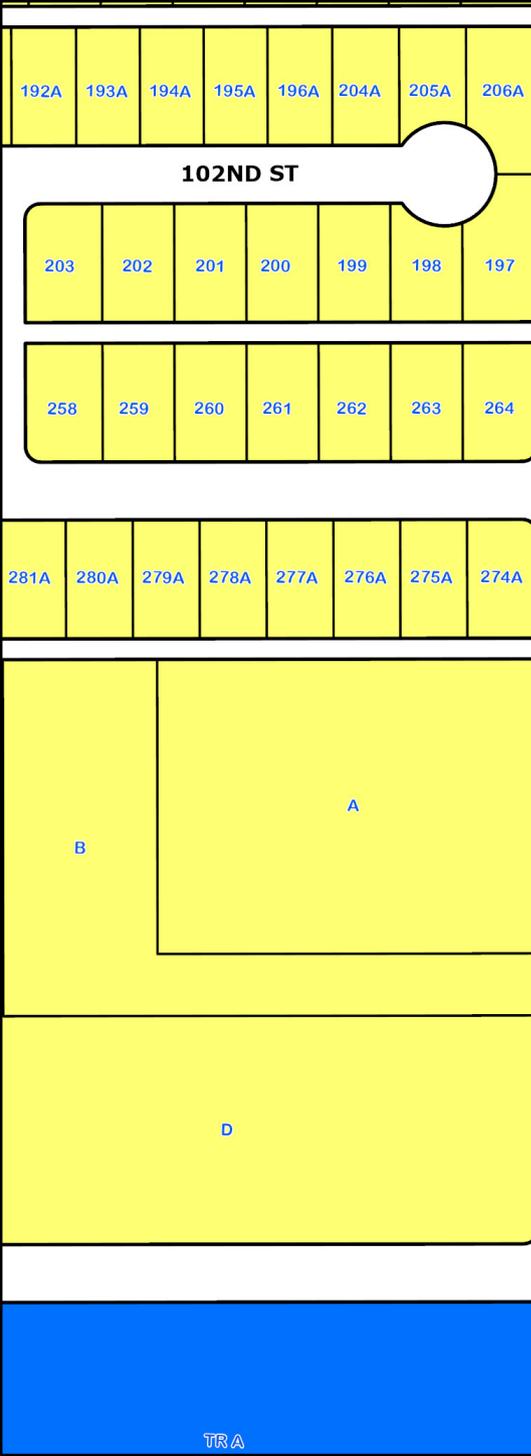
-  Family Apartment
-  High Density Apartment
-  Apartment-Medical
-  Restricted Local Retail
-  Garden Office
-  Single Family
-  Single Family Specific Use
-  Transitional



Future Land Use Plan Case 3443

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



3443



View of the subject property to the north



View of property from the east



View of property to the south



View of property to the west



Lubbock Planning Department
 PO Box 2000 / 1314 Avenue K
 Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 10301 INDIANA AVE, LUBBOCK TX 79425
 Lots/Tracts: LCAD 2164359; R1K E-2, SEC 19, AB104 TR H OF NR
 Survey & Abstract: SEE ATTACHED
 Metes and Bounds Attached: Yes No Total Acreage of Request: APPROX. 0.8193
 Existing Land Use: RAW LAND Existing Zoning: C2-A
 Requested Zoning: C2
 If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: _____
 Name: DR. PIYUSH MITRA / GREG GARRETT
 Address: 4705 113th / 3926 85th PL City: LUBBOCK State: _____
 ZIP Code: 79424 Telephone: 408-821-4248 Email: piyushmitra@mc.com
 Applicant's Signature: [Signature] 806-548-7653 greg.garrett@mc.com
 Date: 7/27/2021 Printed Name: DR. PIYUSH MITRA / GREG GARRETT

Owner Information

Firm Name: JKLM
 Owner: KEITH MCNEESE
 Address: PO Box 12025 City: LUBBOCK State: TX
 ZIP Code: 79452 Telephone: 806-548-3392 Email: keith@lubbockfile.com
 Property Owner's Signature: [Signature]
 Date: 6/27/2021 Printed Name: Keith McNeese

Preparer Information

Preparer's Signature: [Signature]
 Date: 6/27/2021 Printed Name: Greg Garrett

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
 Request for zoning change from: _____ To: _____
 Lots: _____ Blocks: _____
 Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.



Regular City Council Meeting

8. 12.

Meeting Date: 10/12/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-00141, for Zone Case 3444, a request of AMD Engineering, LLC for Escondido Lubbock, LLC, for a zone change from Transition District (T) to Two-Family District (R-2), at 5802 Upland Avenue, located west of Upland Avenue and south of 58th Street on 32.63 acres of unplatted land out of Block AK, Section 34.

Item Summary

On September 28, 2021, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance Zone Case 3444 (L)
Staff Report Case 3444
Documentation Case 3444

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3444; A ZONING CHANGE FROM T TO R-2 ZONING DISTRICT AT 5802 UPLAND AVENUE, LOCATED WEST OF UPLAND AVENUE AND SOUTH OF 58TH STREET ON 32.63 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 34, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3444

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **R-2** zoning district at **5802 Upland Avenue, located west of Upland Avenue and south of 58th Street on 32.63 acres of unplatted land out of Block AK, Section 34, City of Lubbock, Lubbock County, Texas, and being further described as follows:**

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3444
September 2, 2021



DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 34, BLOCK AK,
LUBBOCK COUNTY, TEXAS

(1 OF 2)

Rezone to R-2

METES AND BOUNDS DESCRIPTION of a 32.63 acre (1,421,538 SF) tract of land located in Section 34, Block AK, City of Lubbock, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears N 88°08'29" W approximately 2628.81' and N 01°51'31" E approximately 2607.66' from the southeast corner of Section 34, Block AK;

THENCE N 01°50'18" E an approximate distance of 64.00 feet;

THENCE S 88°09'42" E an approximate distance of 2323.94 feet;

THENCE N 89°44'18" E an approximate distance of 150.10 feet;

THENCE S 88°09'42" E an approximate distance of 70.00 feet;

THENCE N 46°50'55" E an approximate distance of 42.43 feet;

THENCE S 88°08'26" E an approximate distance of 14.93 feet;

THENCE S 01°51'34" W an approximate distance of 67.49 feet;

THENCE N 88°09'42" W an approximate distance of 43.46 feet;

THENCE S 01°53'13" W an approximate distance of 37.50 feet;

THENCE N 88°09'42" W an approximate distance of 57.99 feet;

THENCE S 56°46'36" W an approximate distance of 22.22 feet;

THENCE S 56°43'50" W an approximate distance of 284.68 feet;

THENCE N 33°15'58" W an approximate distance of 50.00 feet;

THENCE S 56°44'02" W an approximate distance of 1071.87 feet;



DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 34, BLOCK AK,
LUBBOCK COUNTY, TEXAS

(2 OF 2)

THENCE S 33°15'58" E an approximate distance of 100.00 feet;

THENCE S 56°44'02" W an approximate distance of 39.24 feet;

THENCE S 26°22'19" E an approximate distance of 202.73 feet;

THENCE S 01°50'49" W an approximate distance of 58.93 feet;

THENCE N 88°09'02" W an approximate distance of 857.34 feet;

THENCE N 01°50'18" E an approximate distance of 1089.28 feet;

THENCE N 43°09'42" W an approximate distance of 14.14 feet;

THENCE N 88°09'42" W an approximate distance of 584.52 feet to the Point of Beginning and containing approximately 32.63 acres, including any Right of Way.

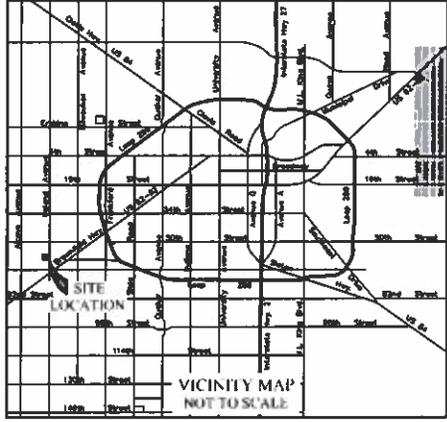
This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

July 27, 2021

ZONE CHANGE APPLICATION EXHIBIT

A 32.63 ACRES OF LAND LOCATED IN SECTION 34, BLOCK AK, LUBBOCK COUNTY, TEXAS

ESCONDIDO CROSSING, LOTS 158 THROUGH 323, AND TRACTS "B" AND "C" AN ADDITION LOCATED IN SECTION 34, BLOCK AK, LUBBOCK COUNTY, TEXAS



NOTES:
SCALE: 1" = 200'

 - ZONING REQUEST R-2 FROM TRANSITIONAL (32.63 ACRES)



AMD CIVIL ENGINEERING LAND SURVEYING
AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424
Phone: 806-771-5976
Fax: 806-771-7825
T&PE Reg. # F-8197
Accuracy - Efficiency - Integrity

Staff Report	Zone Case 3444
City Council Meeting	September 28, 2021

Applicant AMD Engineering, LLC

Property Owner Escondido Lubbock LLC

Council District 5

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- January 14, 1999: A portion of this property was annexed and zoned Transition (T) through Ordinance No. 010117.
- February 8, 2018: A portion of this property was annexed and zoned Transition (T) through Ordinance No. 2018-00024.
- March 26, 2018: A portion of this property was annexed and zoned Transition (T) through Ordinance No. 2018-00049.
- September 2, 2021, Zone Case 3444: The Planning and Zoning Commission recommended approval of a zone change from Transition District (T) to Two-Family District (R-2) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 28
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History

The subject property was annexed between 1999 and 2018 and has since remained undeveloped and unsubdivided.

Adjacent Property Development

The property to the north is vacant and zoned Transition District (T). The property to the east is zoned T and developed with residences. The property to the west and south is zoned High-Density Apartment District (A-2) and remains vacant.

Zoning Request and Analysis

Item Summary

The subject property is located at 5802 Upland Avenue, located west of Upland Avenue and south of 58th Street on 32.63 acres of unplatted land out of Block AK, Section 34. The applicant is requesting a zone change from T to R-2.

Current zoning: Transition District (T)

Requested zoning: Two-Family District (R-2)

Intent Statements

The intent of the current T zoning is “...to protect existing and future development in newly annexed territory until the proper zone classification can be determined and established by zone change.”

The intent of the proposed R-2 zoning is, “...to promote stable, quality residential development of slightly increased densities and multiple occupancy. This district may include entire neighborhoods or when used in accordance with the intent of the comprehensive plan, may provide a “buffer” district between low-density and high-density or non-residential districts.”

Traffic Network/Infrastructure Impacts

The location is along Upland Avenue, which is designated as a Minor Arterial. Minor Arterial streets are continuous routes whose function is to serve high volumes of local and regional traffic. Speeds are relatively high on arterial streets and handle high volumes of traffic.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The principles outlined in the Comprehensive Plan designates this area for “Low-Density Residential”. While the R-2 district does not conform to the Comprehensive Plan designation, it is in conformance with existing zoning and development in the area. R-2 zoning in this location does abide by the Comprehensive Plan’s recommendation of “adequate buffering” between the existing single-family uses to the east and the A-2 uses to the west (Pgs. 56-57).

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential uses that are already established.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses though it may need additional public improvements to support the intensity of uses described in the R-2 zoning district as it is currently vacant.

Attachments

- A. Case Information
- B. Notification Map
- C. Thoroughfare Plan Map
- D. Aerial Map
- E. Zoning Map
- F. Future Land Use Map
- G. Photos
- H. Application and supporting documentation

Staff Contacts

Shane Spencer
 Planner
 Planning Department
 806-775-2103
sspencer@mylubbock.us

Kristen Sager
 Planning and Zoning Manager
 Planning Department
 806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3444



Allowable Uses: [Two Family District \(R-2\)](#)

Transportation: The proposed development has points of access from Upland Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Upland Avenue <i>Minor Arterial (Modified), Partial</i>	R.O.W. 24 feet, two-lane, undivided, paved	R.O.W. 100 feet, 5-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.13 **Case 3444:** AMD Engineering, LLC for Escondido Lubbock LLC

Request for a zone change from Transition District (T) to Two-Family District (R-2), at:

- 5802 Upland Avenue, located west of Upland Avenue and south of 58th Street on 32.63 acres of unplatted land out of Block AK, Section 34.

PLANNER SHANE SPENCER stated there were twenty-eight (28) notifications sent out and one (1) received in favor and zero (0) returned in opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

APPLICANT NATHAN FLEMING AMD Engineering, LLC, 6515 68th Street was available to answer any questions.

No one spoke in favor or in opposition to the request.

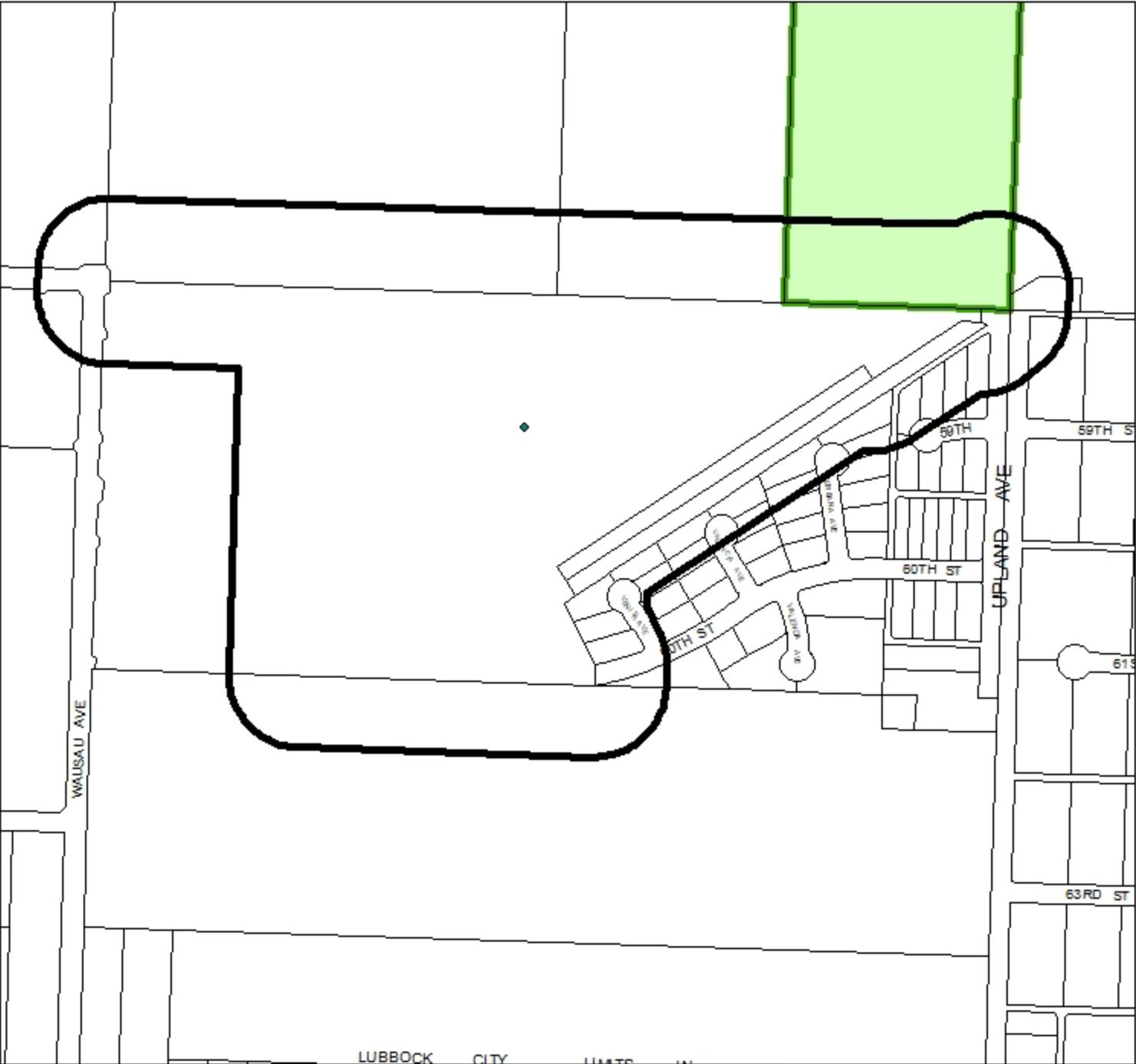
In the matter of **Zone Case 3444** a motion was made by **JAMES BELL** and seconded by **JORDAN WHEATLEY** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

PZC Mailout Notifications Received



Legend

- ◆ LocatorPnt3444
- ▭ MailoutBuffer3444
- Notification Result**
 - ▭ In Favor
 - ▭ Opposed

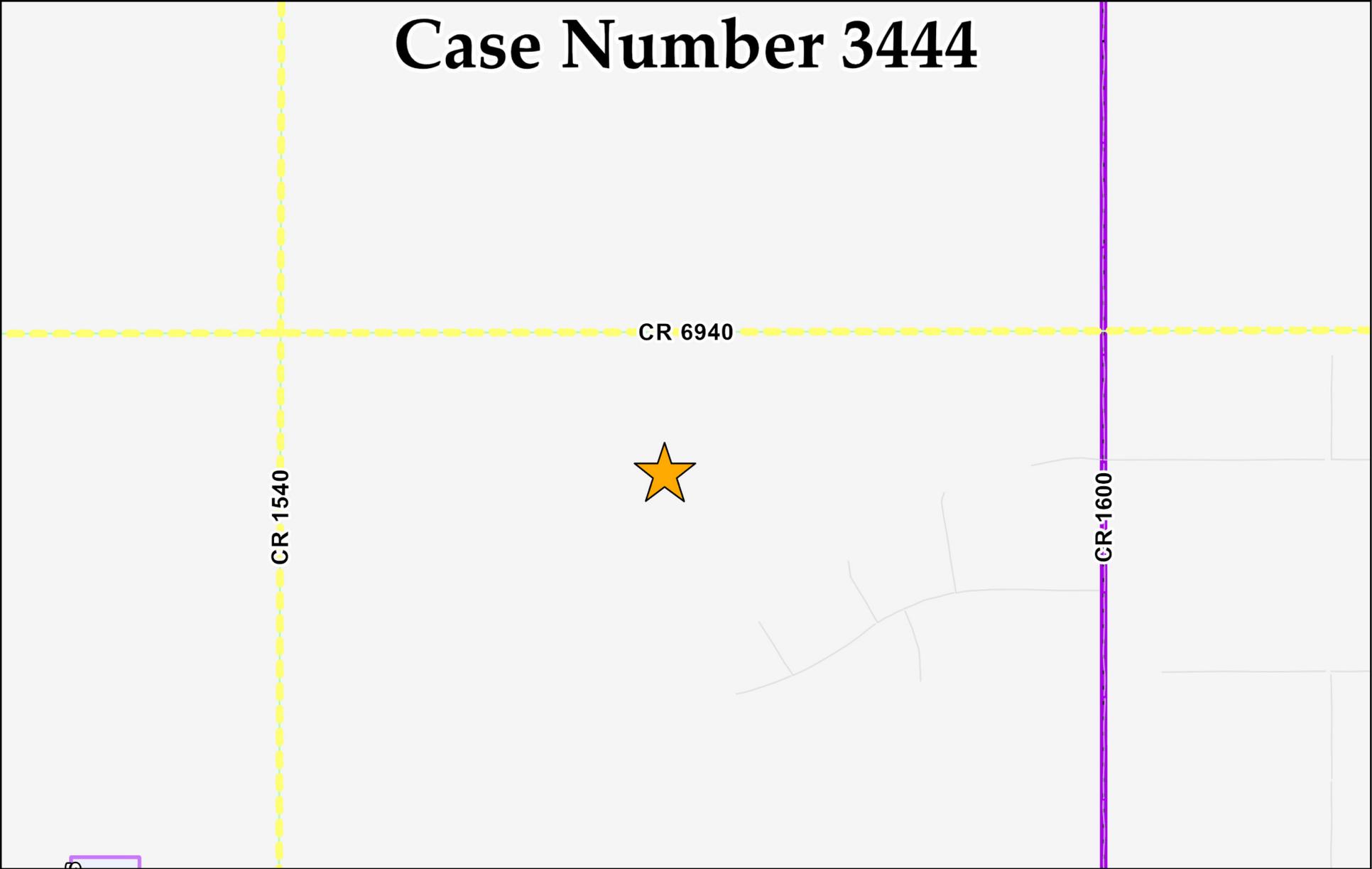


LUBBOCK CITY LIMITS

0 255 510 1,020 Feet

Created by Planning Department
Date: 9/1/2021

Case Number 3444

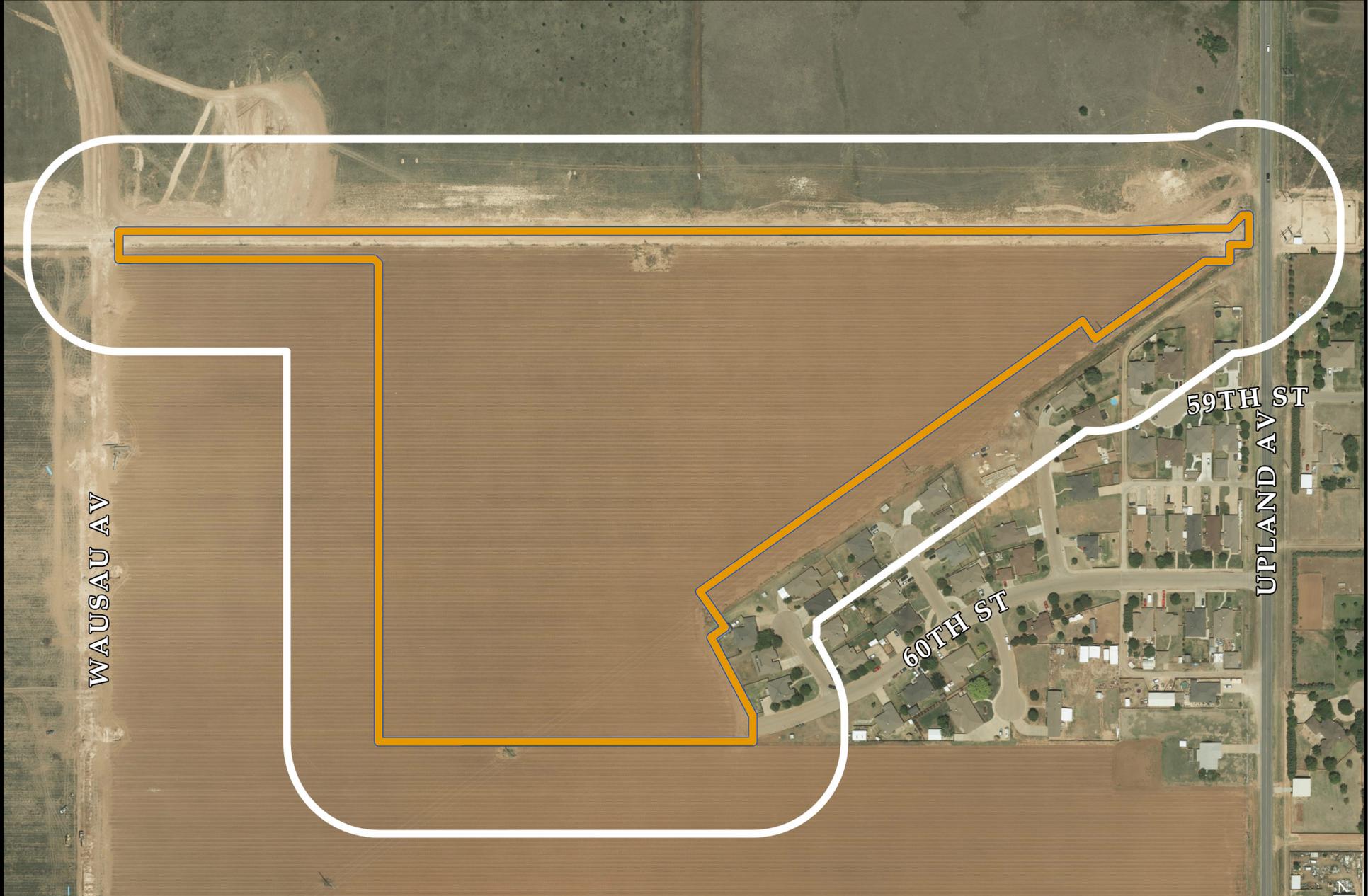


Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

North
South
East
West

Date Exported: August 2021

Case Number 3444

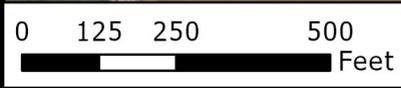


WAUSAU AV

60TH ST

59TH ST

UPLAND AV

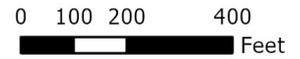
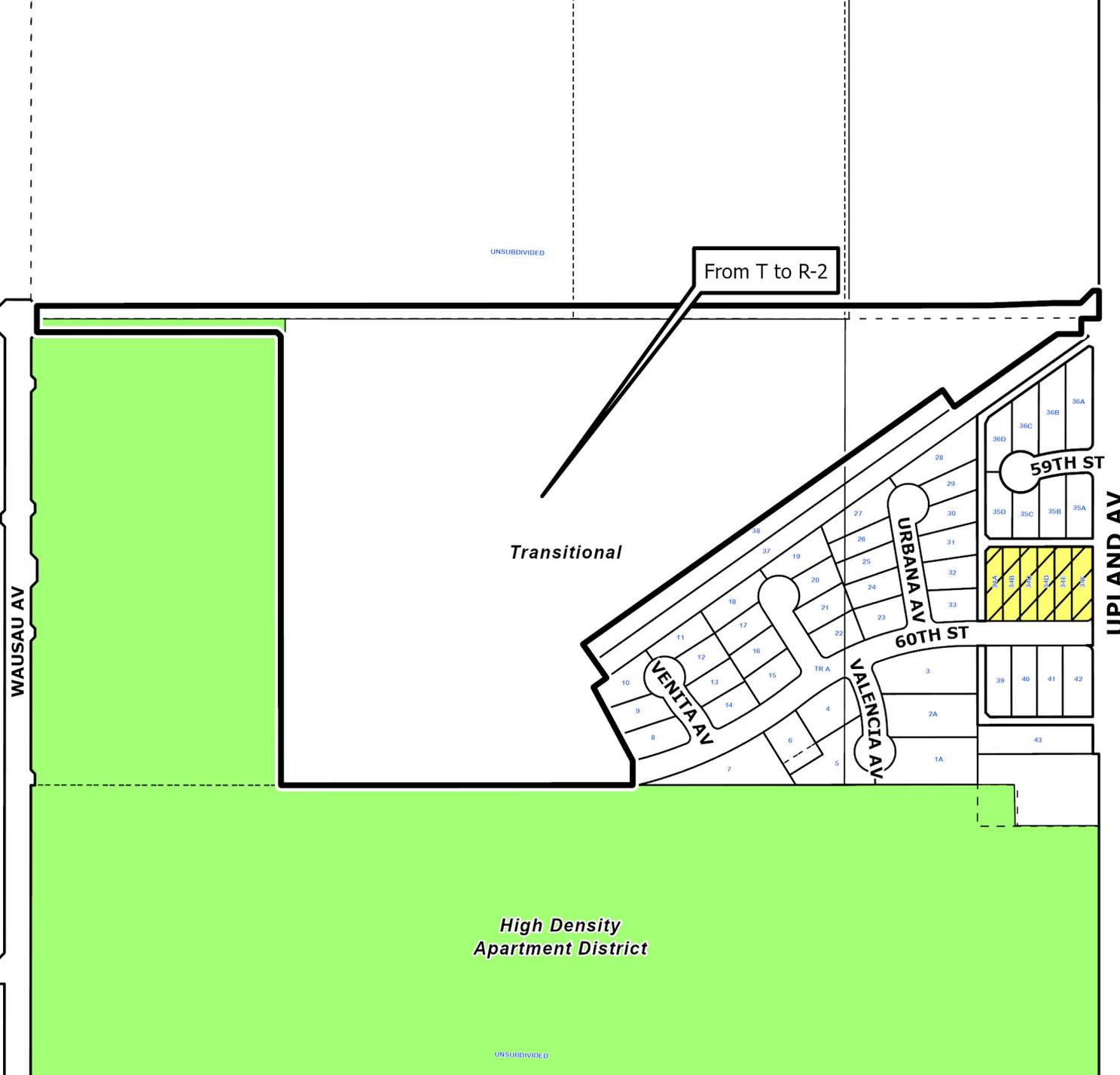


Current Zoning

3444

Zoning Districts

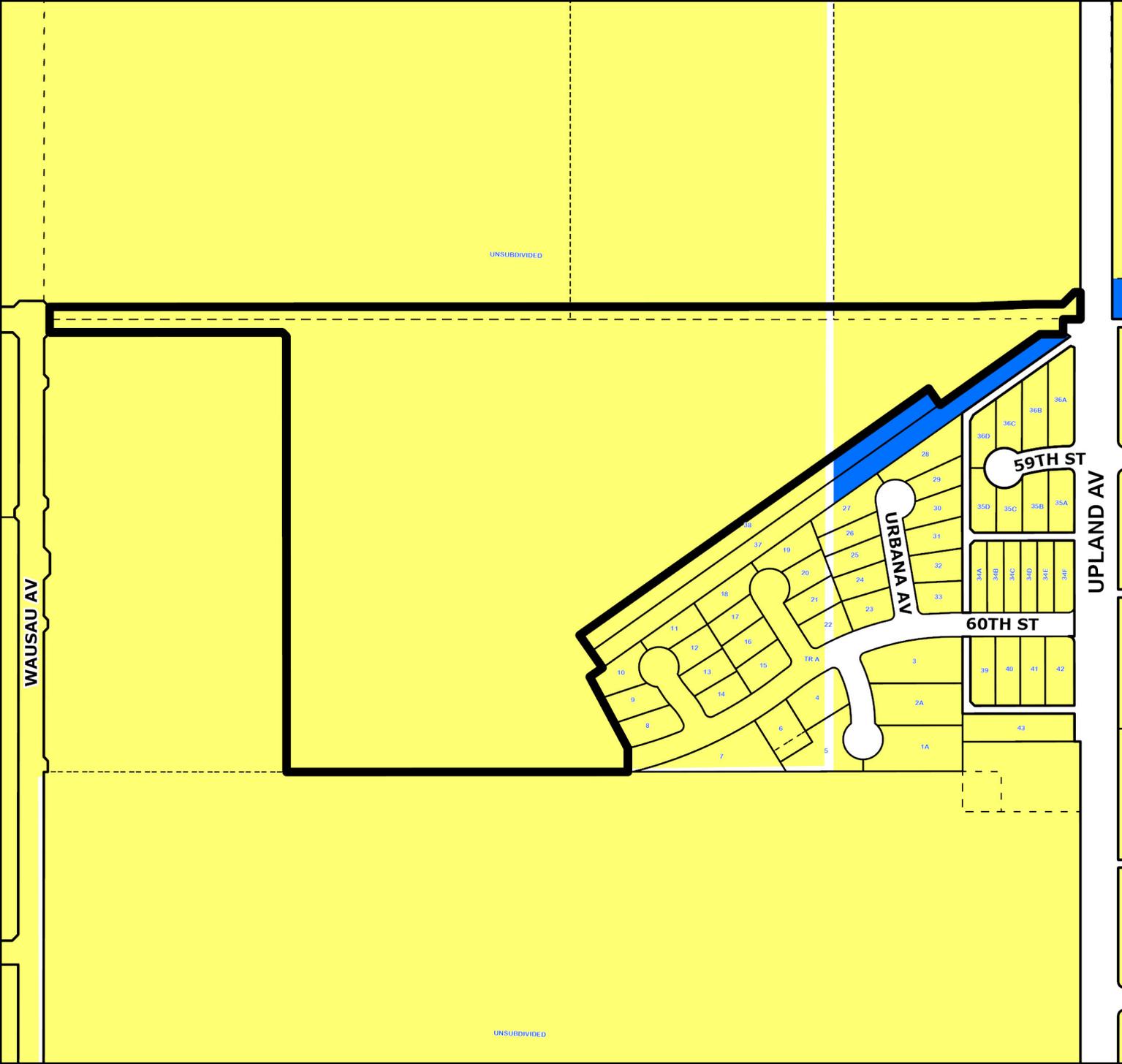
-  High Density Apartment
-  Single Family Specific Use
-  Transitional



Future Land Use Plan Case 3444

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



3444



View of adjacent property. View south.



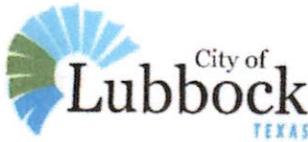
View of adjacent property. View east.



View of adjacent property. View north.



View of subject property. View west.

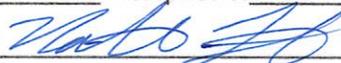


Lubbock Planning Department
 PO Box 2000 / 1314 Avenue K
 Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

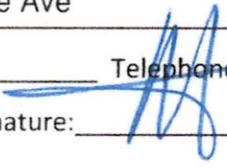
Project Information

Location or Address: 58th Street and Upland Avenue, See Exhibit
 Lots/Tracts: Lots 158-323 and Tracts "B" and "C", Escondido Crossing (Proposed)
 Survey & Abstract: Section 34, Block AK
 Metes and Bounds Attached: Yes No Total Acreage of Request: 32.63
 Existing Land Use: Undeveloped Existing Zoning: Transitional
 Requested Zoning: R-2
 If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC
 Name: Nathin Flemins
 Address: 6515 68th Street, Suite 300 City: Lubbock State: TX
 ZIP Code: 79424 Telephone: (806) 771-5976 Email: nflemins@amdeng.com
 Applicant's Signature: 
 Date: 7/27/2021 Printed Name: Nathin Flemins

Owner Information

Firm Name: Escondido Lubbock LLC
 Owner: Trey Strong
 Address: 8213 Alcove Ave City: Lubbock State: TX
 ZIP Code: 79424 Telephone: 806-773-0813 Email: treystrong@hotmail.com
 Property Owner's Signature: 
 Date: 7/27/2021 Printed Name: Trey Strong

Preparer Information

Preparer's Signature: 
 Date: 7/27/2021 Printed Name: Nathin Flemins

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
 Request for zoning change from: _____ To: _____
 Lots: _____ Blocks: _____
 Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3444**

In Favor

Opposed

Reasons and/or Comments:

Print Name: Robert Wood
Signature: [Signature]
Address: 8213 Alcove
Address of Property Owned: Property in Question
Phone Number: 806-773-0813
Email: RWOOD@ROBERTWOODHOMES.COM

Zone Case Number: **3444**
ESCONDIDO LUBBOCK LLC
8213 ALCOVE AVE

R332799

Recipient 2 of 28



Regular City Council Meeting

8. 13.

Meeting Date: 10/12/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-00142, for Zone Case 3445, a request of Hugo Reed and Associates, Inc. for Lubbock Economic Development Alliance, for a zone change from Transition District (T) to Heavy Manufacturing District (M-2), located east of East Loop 289 and south of 4th Street on 407.3 acres of unplatted land out of Block O, Section 6.

Item Summary

On September 28, 2021, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance Zone Case 3445
Starr Report Case 3445
Documentation Case 3445

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3445; A ZONING CHANGE FROM T TO M-2 ZONING DISTRICT GENERALLY LOCATED EAST OF EAST LOOP 289 AND SOUTH OF 4TH STREET ON 407.3 ACRES OF UNPLATTED LAND OUT OF BLOCK O, SECTION 6, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3445

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from T to M-2 zoning district **generally located east of East Loop 289 and south of 4th Street on 407.3 acres of unplatted land out of Block O, Section 6, City of Lubbock, Lubbock County, Texas, and being further described as follows:**

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

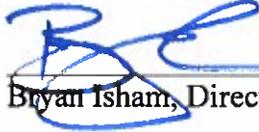
Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

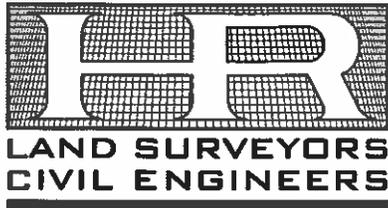
APPROVED AS TO CONTENT:


Bryan Isham, Director of Planning

APPROVED AS TO FORM:


Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3445
September 2, 2021



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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of an approximate 407.3 acre tract of land located in Section 6, Block O, E. L. & R. R. Railroad Company Survey, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East line of Section 6, Block O, Lubbock County, Texas, for the most Easterly Northeast corner of this tract, which bears S. $01^{\circ}24'51''$ W. an approximate distance of 544.5 feet from the Northeast corner of Section 6, Block O, E.L. & R.R. Railroad Company Survey, Lubbock County, Texas;

THENCE S. $01^{\circ}24'51''$ W., along the East line of said Section 6, an approximate distance of 2116.3 feet to a point for the Southeast corner of the Northeast Quarter of said Section 6 for the most Easterly Southeast corner of this tract;

THENCE N. $88^{\circ}37'10''$ W., along the South line of the North half of said Section 6, an approximate distance of 2674.5 feet to the Northeast corner of the Southwest Quarter of said Section 6, for an "ell" corner of this tract;

THENCE S. $01^{\circ}45'49''$ W., along the East line of the Southwest Quarter of said Section 6, an approximate distance of 2650.2 feet to a point at the Southeast corner of the Southwest Quarter of said Section 6, for the most Southerly Southeast corner of this tract;

THENCE N. $88^{\circ}39'07''$ W., along the South line of said Section 6, an approximate distance of 2638.6 feet to the Southwest corner of said Section 6, being the Southwest corner of this tract;

THENCE N. $01^{\circ}46'08''$ E., along the West line of said Section 6, an approximate distance of 304.2 feet;

THENCE N. $47^{\circ}11'23''$ E. an approximate distance of 1035.6 feet to a point of reverse tangency;

THENCE Southwesterly, along a curve to the right, said curve having a radius of approximately 554.8 feet, a central angle of $44^{\circ}08'41''$, a chord distance of approximately 417.0 feet and a chord bearing of S. $69^{\circ}15'45''$ W. to a point of tangency;

THENCE N. $88^{\circ}39'44''$ W. an approximate distance of 352.4 feet to a point in the West line of said Section 6;

THENCE N. $01^{\circ}46'08''$ E., along the West line of said Section 6, an approximate distance of 1599.9 feet;

THENCE S. $88^{\circ}15'01''$ E. an approximate distance of 300.0 feet to a point;

THENCE N. $01^{\circ}46'08''$ E. an approximate distance of 200.0 feet to a point in the North line of the South half of said Section 6;

THENCE S. $88^{\circ}15'01''$ E., along the North line of the South half of said Section 6, an approximate distance of 536.6 feet;

THENCE N. $01^{\circ}46'47''$ E. an approximate distance of 2101.7 feet to the most Westerly Northwest corner of this tract;

THENCE S. $88^{\circ}39'20''$ E. an approximate distance of 800.0 feet to a point;

THENCE N. $01^{\circ}46'47''$ E. an approximate distance of 544.5 feet to a point in the North line of said Section 6 for the most Northerly Northwest corner of this tract;

THENCE S. $88^{\circ}39'34''$ E., along the North line of said Section 6, an approximate distance of 2859.3 feet to a point for the most Northerly Northeast corner of this tract;

THENCE S. 01°24'51" W. an approximate distance of 544.5 feet;

THENCE S. 88°39'34" E. an approximate distance of 800.0 feet to the Point of Beginning.

SAVE AND EXCEPT the following two tracts of land:

"Tract I"

METES AND BOUNDS DESCRIPTION of an approximate 0.04 acre tract, being that same tract described in Volume 1771, Page 194 of the Deed Records of Lubbock County, Texas, located in the North Half of Section 6, Block O, E. L. & R. R. Railroad Company Survey, Lubbock County, Texas, and being further described as follows:

BEGINNING at a point in the South line of a 40 foot right-of-way easement described in Volume 215, Page 190 of the Deed Records of Lubbock County, Texas, at the Northeast corner of this tract, which bears N. 88°39'34" W. an approximate distance of 2480.5 feet and S. 01°20'26" W. an approximate distance of 40.0 feet from the Northeast corner of Section 6, Block O, E. L. & R. R. Railroad Company Survey, Lubbock County, Texas;

THENCE S. 01°20'26" W. an approximate distance of 25.0 feet to a point for the Southeast corner of this tract;

THENCE N. 88°39'34" W. an approximate distance of 75.0 feet to a point for the Southwest corner of this tract;

THENCE N. 01°20'26" E. an approximate distance of 25.0 feet to a point for the Northwest corner of this tract;

THENCE S. 88°39'34" E., along the South line of said 40 foot right-of-way easement, an approximate distance of 75.0 feet to the Point of Beginning.

"Tract II"

METES AND BOUNDS DESCRIPTION of an approximate 1.0 acre tract described in Volume 5686, Page 324 of the Real Property Records of Lubbock County, Texas, located in the Southwest Quarter of Section 6, Block O, E. L. & R. R. Railroad Company Survey, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Southeast corner of this tract, which bears N. 88°39'07" W. an approximate distance of 60.9 feet and N. 01°45'49" E. an approximate distance of 28.5 feet from the Southeast corner of the Southwest Quarter of Section 6, Block O, E. L. & R. R. Railroad Company Survey, Lubbock County, Texas;

THENCE N. 88°39'52" W. an approximate distance of 159.5 feet to a point for the Southwest corner of this tract;

THENCE N. 01°45'49" E. an approximate distance of 275.0 feet to a point for the Northwest corner of this tract;

THENCE S. 88°39'52" E. an approximate distance of 159.5 feet to a point for the Northeast corner of this tract;

THENCE S. 01°45'49" W. an approximate distance of 275.0 feet to the Point of Beginning.

Total Approximate Acreage	408.30
Less Tract I	0.04
Less Tract II	1.00
Resulting Approximate Acreage	407.3

PREPARED FOR ZONING PURPOSES ONLY. DOES NOT REPRESENT AN ACTUAL SURVEY AND SHALL NOT BE RECORDED FOR ANY REAL PROPERTY PURPOSES.

Prepared for Lubbock Economic Development Alliance
July 26, 2021

Staff Report	Zone Case 3445
City Council Meeting	September 28, 2021

Applicant Hugo Reed & Associates, LLC

Property Owner Lubbock Economic Development Alliance

Council District 2

Recommendations

- Staff recommends APPROVAL of this request.

Prior Board or Council Action

- August 10, 2021: The property was annexed through Ordinance No. 2021-00093 and zoned Transition (T).
- September 2, 2021: The Planning and Zoning Commission recommended approval of a zone change case from Transition (T) to Heavy Manufacturing District (M-2) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 31
- Received In Favor: 1
- Received In Opposition: 8 (Two total properties within notification boundary)

Site Conditions and History

The subject property is vacant and has remained undeveloped since annexation.

Adjacent Property Development

Property to the north, east, and south is outside city limits. The properties to the north are occupied by some residential uses, two auto parts stores, and a Dollar General. To the south and east, properties are sparsely developed with residential or are vacant. To the west properties are developed with a mixture of manufacturing uses zoned Heavy Manufacturing (M-2).

Zoning Request and Analysis

Item Summary

The subject property is generally located east of East Loop 289 and south of East 4th Street on 407.3 acres of unplatted land. The applicant requests a zone change from Transition District (T) to Heavy Manufacturing District (M-2).

Current zoning: Transition District (T)

Requested zoning: Heavy Manufacturing District (M-2)

Intent Statements

The intent of the current T zoning is, "... to protect existing and future development in newly annexed territory until the proper zone classification can be determined and established by zone change."

The intent of the requested M-2 zoning is, "... to provide for those uses defined as heavy industrial and/or manufacturing use which will or may produce off-site noise, odor, or dust. The regulations are designed to provide standards for proper on-site development and to protect the environmental quality of adjacent areas and the city in general."

Traffic Network/Infrastructure Impacts

The proposed zone change location is along 19th Street and 4th Street, which are both designated as a Principal Arterials by the Master Thoroughfare Plan, 2018. Arterials are intended to move high volumes of traffic at relatively high speeds. The current infrastructure is suitable for the requested zone change in this location.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area. M-2 zoning already exists directly to the west of the subject property. The property is also located along Principal Arterials and is just to the east of East Loop 289, which is designated as an expressway.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates the subject property for Low Density Residential uses. The proposed zone change to M-2 is not in conformance with the Future Land Use Map, however, there is already M-2 in this area and the property borders two Principal Arterials and is near an Expressway.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance and is appropriate in this location.

Suitability of Property for Allowed Uses

The property is suitable for the proposed use and may require additional public improvements.

Attachments

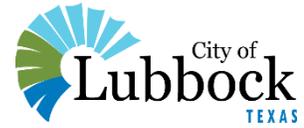
- A. Case Information
- B. Thoroughfare Map
- C. Notification Map
- D. Aerial Map
- E. Zoning Map
- F. Future Land Use Map
- G. Photos
- H. Application and supporting documentation
- I. Notification Replies

Staff Contacts

Bailey Shillings
Planner
Planning Department
806-775-3147
bshillings@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3445



Allowable Uses: [Heavy Manufacturing District \(M-2\)](#)

Transportation: The proposed development has points of access from 19th Street and 4th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
19 th Street <i>Principal Arterial, Modified</i>	R.O.W. 110 feet, two-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved
4 th Street <i>Principal Arterial, Partial</i>	R.O.W 110 feet, two-lane undivided, paved	R.O.W. 110 feet, seven-lane, undivided paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.14 **Case 3445:** Hugo Reed and Associates, Inc. for Lubbock Economic Development Alliance

Request for a zone change from Transition District (T) to Heavy Manufacturing District (M-2).

- Generally located east of East Loop 289 and south of 4th Street on 407.3 acres of unplatted land out of Block O, Section 6.

PLANNER BAILEY SHILLINGS stated there were thirty-one (31) notifications sent out one (1) was received in support and eight (8) were received in opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

APPLICANT TERRY HOLEMAN 1601 Avenue N, Hugo Reed & Associates, Inc, assisted LEDA in acquiring and annexing the property, so the City will get the tax dollars. The intent is to develop an industrial style park, so they are requesting to extend the existing M-2 from East Loop 289. M-2 zoning does not allow everything, and some uses still require approval of a Specific Use. The property abuts 4th Street and 19th Street and the agriculture use to the southeast is a City land application site for wastewater. All other abutting property is outside city limits, except for the M-2 zoning to the west.

APPLICANT JOHN OSBORNE 8917 CR 6860, President and CEO of LEDA stated he is bound by a confidentiality agreement, but the proposed developments would be agriculture research and food manufacturing. There will not be heavy traffic. The manufacturing traffic would access the property from 19th Street, with a small amount of access off 4th Street. There could be an odor, but they do their best to ensure it is as odorless as possible.

BOARDMEMBER DAN WILSON stated he appreciates what LEDA does for Lubbock and asked if there would be any pollutants, toxic issues, or noise issues. Mr. Osborne stated there is no smelting process, just food manufacturing. He has toured one of their facilities and did not smell anything offensive. This company does their

Zone Case 3445

best to ensure they are good neighbors. If they do not win the project, they will search for other prospects, but they felt it necessary for the property to be inside city limits, in order to have the greatest impact.

OPPOSITION - LILY HERNANDEZ 4617 East 4th Street stated her family is having a hard time understanding what type of development would be on this property. She is speaking on behalf of the Trevino – Hernandez household. On August 25th they were notified of this zone case and she spoke with the Planning Department, but found it hard to support the case with only minor details given. She requested information from Terry Holeman and John Osborne as well. She is concerned that M-2 provides opportunities for C-4 uses. She has lived in this area her entire life. Mrs. Hernandez went on to read a letter regarding her family's history in the area as well as their concerns.

No one spoke in favor of the request.

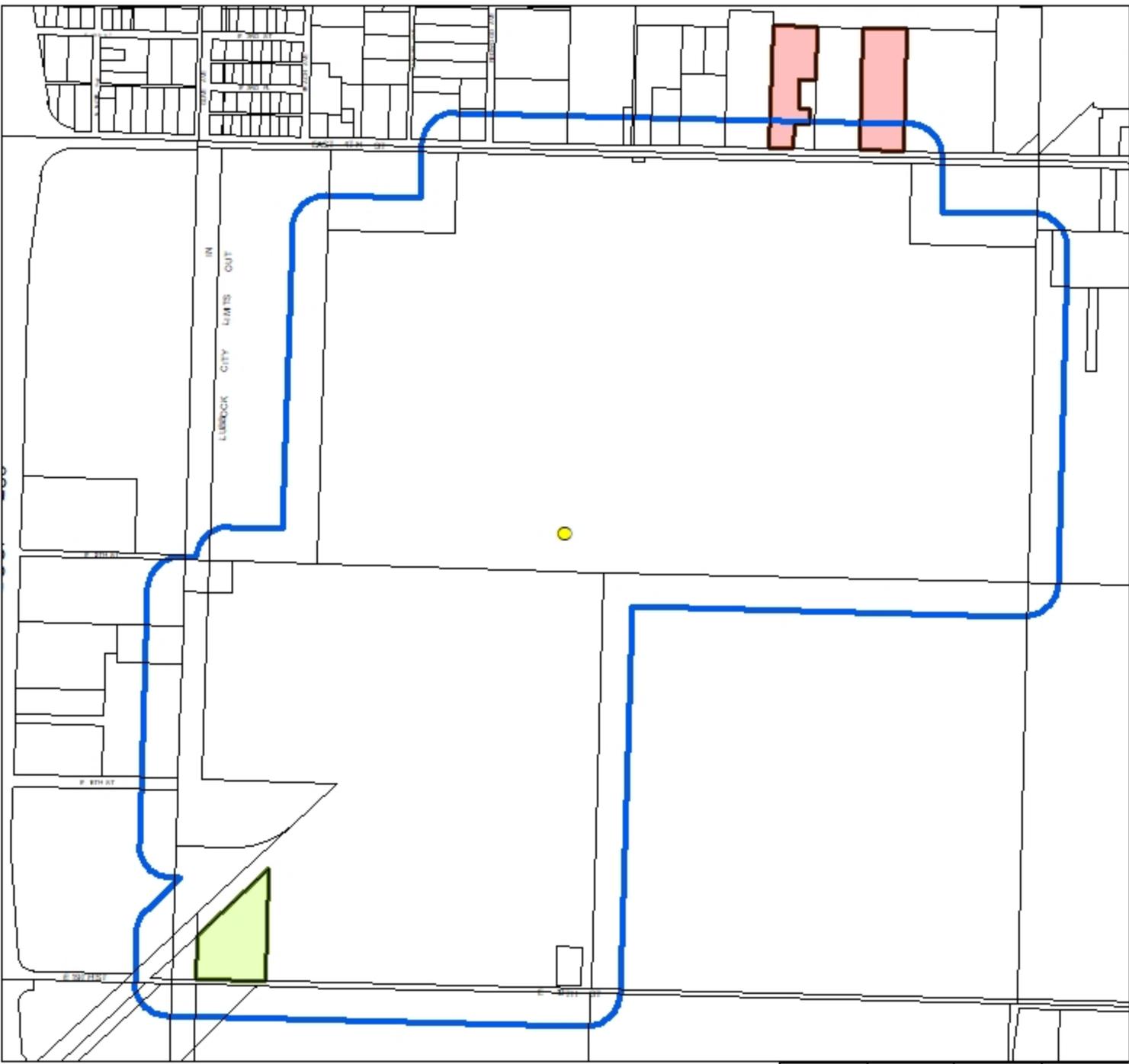
In the matter of **Zone Case 3445** a motion was made by **JAMES BELL** and seconded by **JORDAN WHEATLEY** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

PZC Mailout Notifications Received



Legend

- LocatorPnt3445
 - MailoutBuffer3445
 - <all other values>
- ### Notification Result
- In Favor
 - No Feedback
 - Opposed



0 550 1,100 2,200 Feet

Created by Planning Department
Date: 9/7/2021

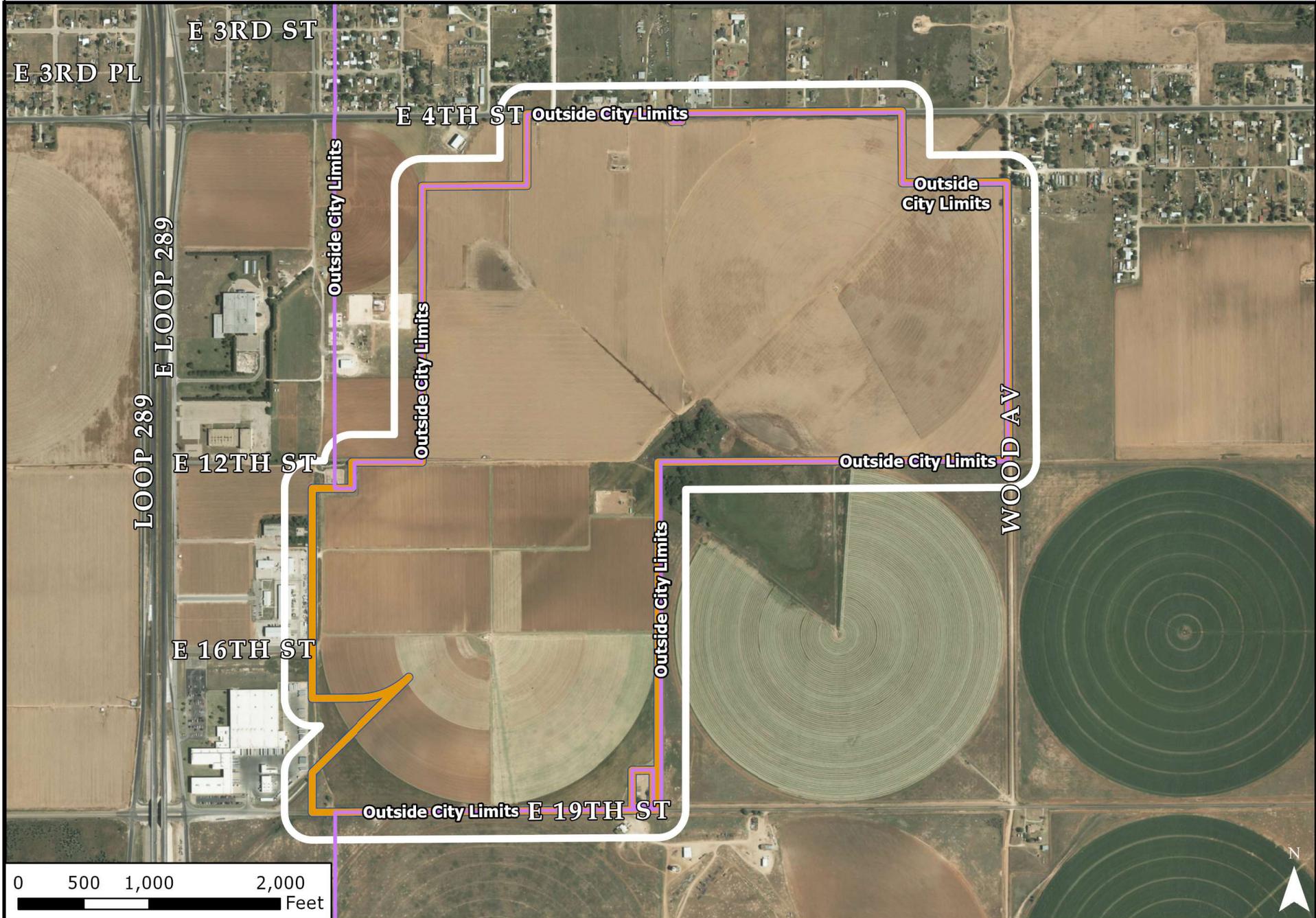
Case Number 3445



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop



Case Number 3445

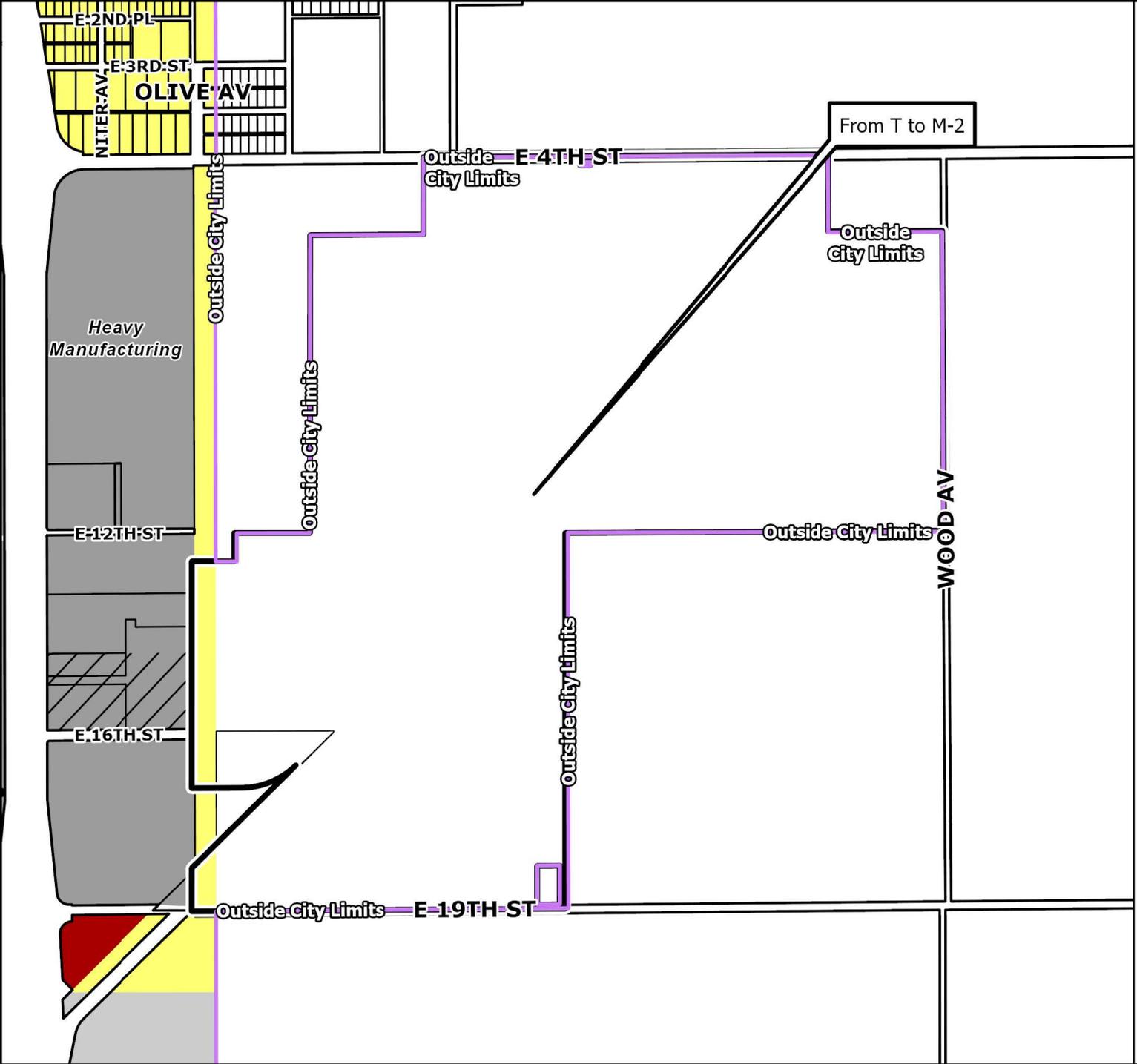


Current Zoning

3445

Zoning Districts

-  Commercial
-  Light Manufacturing
-  Heavy Manufacturing
-  Heavy Manufacturing Specific Use
-  Single Family
-  Transitional



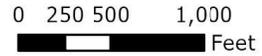
0 250 500 1,000 Feet



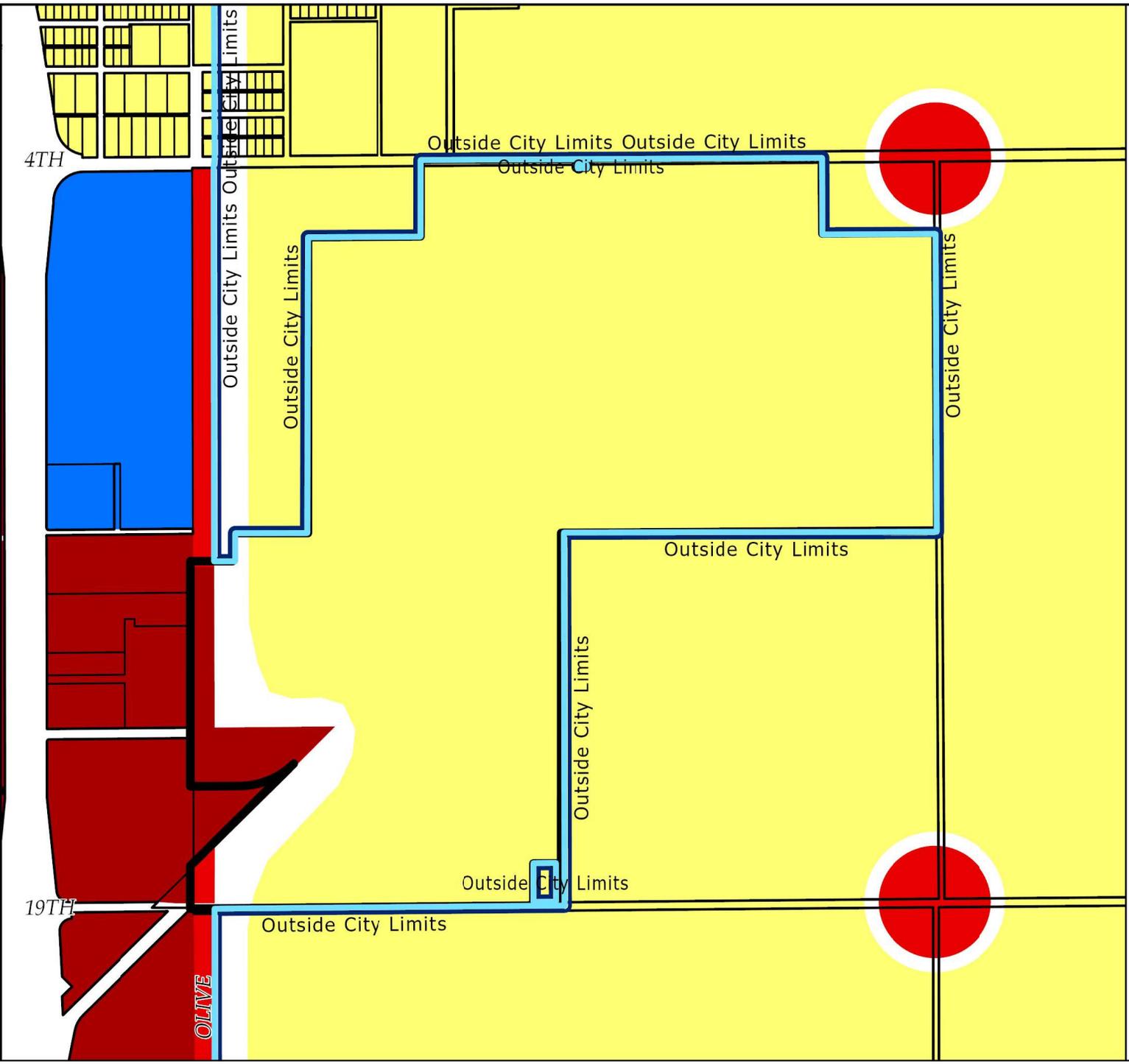
Future Land Use Plan Case 3445

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



Date Exported: August 2021



3445



Subject property. View to the north.



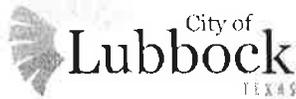
View to the east.



View to the south.



View to the west.



Lubbock Planning Department
 PO Box 2000 / 1314 Avenue K
 Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: East of East Loop 289, between 4th and 19th Streets
 Lots/Tracts: Unplatted Tracts
 Survey & Abstract: Section 6, Block O
 Metes and Bounds Attached: Yes No Total Acreage of Request: 407.3 Acres
 Existing Land Use: Vacant Existing Zoning: Transitional (upon annexation)
 Requested Zoning: M-2
 If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: Hugo Reed & Associates
 Name: Terry Holeman
 Address: 1601 Avenue N City: Lubbock State: Texas
 ZIP Code: 79401 Telephone: 806-763-5642 Email: tholeman@hugoreed.com
 Applicant's Signature: *Terry Holeman*
 Date: July 28, 2021 Printed Name: Terry Holeman

Owner Information

Firm Name: Lubbock Economic Development Alliance
 Owner: LEDA
 Address: 1500 Broadway, 6th Floor City: Lubbock State: Texas
 ZIP Code: 79401 Telephone: 806-749-4500 Email: john@marketlubbock.org
 Property Owner's Signature: *John Osborne*
 Date: July 28, 2021 Printed Name: John Osborne

Preparer Information

Preparer's Signature: _____
 Date: _____ Printed Name: _____

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
 Request for zoning change from: _____ To: _____
 Lots: _____ Blocks: _____
 Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3445**

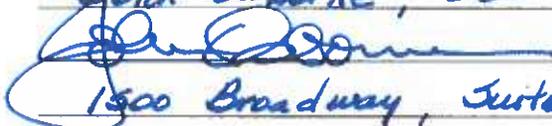
In Favor

Opposed

Reasons and/or Comments:

- newly annexed property
- perfectly situated for economic/industrial development
- next to City's land application sites so not likely for any residential development

Print Name John Osborne, CEO & President

Signature: 

Address: 1500 Broadway, Suite 600

Address of Property Owned: 407 acres east of E Loop 289 - Block D, Section 6

Phone Number: 806-749-4500

Email: john@marketlubbock.org

Zone Case Number: **3445** R306056
LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE IN
1500 BROADWAY
FL 6
LUBBOCK TX 79401

Recipient 6 of 31



City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3445**

In Favor

Opposed

Reasons and/or Comments:

Print Name: ANTONIO MARTINEZ
Signature: Antonio Martinez
Address: 4617 E 4th Street, Lubbock, TX 79403
Address of Property Owned: _____
Phone Number: (806) 441-0461
Email: Martinez_antonio2424@yahoo.com

Zone Case Number: **3445**
TREVINO, GUADALUPE TIRSO
320 PRIVATE ROAD 2760

R94316

Recipient 13 of 31

LUBBOCK

TX 79403

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3445**

In Favor

Opposed

Reasons and/or Comments:

Print Name Jelisa Hernandez
Signature: Jelisa Hernandez
Address: 4617 E. 4th Street, Lubbock, TX 79403
Address of Property Owned: _____
Phone Number: 806-317-0983
Email: jelisa.hernandez@yahoo.com

Zone Case Number: **3445**
TREVINO, GUADALUPE TIRSO
320 PRIVATE ROAD 2760

R94316

Recipient 13 of 31

LUBBOCK

TX 79403

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the

zone change requested by: P&Z Case No.: **3445**

In Favor

Opposed

Reasons and/or Comments:

Print Name: Mary V. Trevino

Signature: Mary V. Trevino

Address: 4615 E. 4th Street

Address of Property Owned: _____

Phone Number: 806-787-8626

Email: LupenMary@gmail.com

Zone Case Number: **3445**

R94316

Recipient 13 of 31

TREVINO, GUADALUPE TIRSO

320 PRIVATE ROAD 2760

LUBBOCK

TX 79403

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3445**

In Favor

Opposed

Reasons and/or Comments:

Print Name Breanna Hernandez
Signature: Breanna Hernandez
Address: 4617 E 4th ST
Address of Property Owned: _____
Phone Number: 806.317.4207
Email: brenhern96@gmail.com

Zone Case Number: **3445**

R94316

Recipient 13 of 31

TREVINO, GUADALUPE TIRSO
320 PRIVATE ROAD 2760

LUBBOCK

TX 79403

Planning Department
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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3445**

In Favor

Opposed

Reasons and/or Comments:

Changing from Transition District to Heavy Manufacturing District would bring excessive, loud noise at all hours of the day, dust/pollen, and pollution/pollutants possibly poisonous materials/gases

Print Name Melissa Hernandez
Signature: Melissa Hernandez
Address: 325 Private ~~Road~~ Road 2760
Address of Property Owned: 320 PR 2760
Phone Number: 806-317-9476
Email: mel1076@yahoo.com

Zone Case Number: **3445** R94316 Recipient 13 of 31
TREVINO, GUADALUPE TIRSO
320 PRIVATE ROAD 2760

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3445**

In Favor

Opposed

Reasons and/or Comments:

Print Name Guadalupe T. Trevino

Signature: *Guadalupe T. Trevino*

Address: 4615 E 4th Street or 320 Private Road 2760

Address of Property Owned: _____

Phone Number: 806-787-8626

Email: LupeNmary@gmail.com

Zone Case Number: **3445**

R94316

Recipient 13 of 31

TREVINO, GUADALUPE TIRSO

320 PRIVATE ROAD 2760

LUBBOCK

TX 79403

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

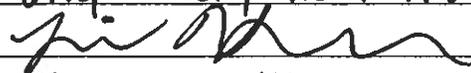
If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3445**

In Favor
Opposed

Reasons and/or Comments:
See attached.

Print Name Lily Gabryelle Hernandez
Signature: 
Address: 4617 E 4th St.
Address of Property Owned: _____
Phone Number: 806 786 6127
Email: lilyghernandez6517@gmail.com

Zone Case Number: **3445** R94316 Recipient 13 of 31
TREVINO, GUADALUPE TIRSO
320 PRIVATE ROAD 2760

PLANNING & ZONING COMMISSION RESPONSE CASE 3445

September 2, 2021

Lily Gabryelle Hernandez
320 Private Road 2760, 4617 E 4th St., Lubbock, TX 79403

IN OPPOSITION

My name is Lily Gabryelle Hernandez. Thank you for your time and careful attention given to this case, among others you have reviewed today.

I am stating opposition on behalf of the Treviño-Hernandez household, located on E 4th Street, along with the families and citizens who live in our neighborhoods and were not able to make it today.

On August 25, I was notified of zone change case 3445. Talking to our planning department, it was difficult understanding how to support this request with very slight details given. Thus, we requested answers from Terry Holeman with Hugo Reed, and John Osbourne with the Lubbock Economic Development Alliance, the landowners. John gracefully answered all preliminary questions as follows:

M-2 Districts provide several diverse opportunities for businesses that fall under C-4. Is there a plan for districts, such as those, to be utilized within the proposed M-2 district? He States...

"While the land will all be zoned M-2, the current plan is for the land to only be utilized by two prospects with two different uses – one would be agricultural research and the other would be manufacturing. Neither of these two prospects would want something from within the C-4 category to be located on their property."

Is there an in-place proposition for this area, or rather a company/business that will immediately develop the acres? If not, to whom will this land be marketed?

"Yes, we are currently working with two prospects that have both expressed interest in the total area that was annexed and being requested to the M-2 zoning change."

Lastly, is it possible the land will become extensive use to Texas Tech, or BASF?

As with all our prospects, we are bound by confidentiality and nondisclosure agreements that do not allow the release of information about the company nor its project prior to their announcement. We do hope and anticipate an announcement of both projects in the next month or two.

From this we understood there were two prospects. Two companies who would like to and very much plan to coordinate Agricultural Research, and Manufacturing South of our residence. There are existing companies within M-2 districts (Texas Tech, Bayer Crop Sciences, BASF, McLane's), southwest, and we have prolonged them as our neighbors through noticeable, and not so noticeable consequences. **Please note I have lived here my entire life, and the land that I call my home is simply not any residential area. During the 90s, this land was staked strictly to be owned by our country's veterans. My grandfather lived in East Lubbock, fought for and protected our country. He paid his land that he so rightfully deserved. He works tirelessly from morning to evening for us. He maintains our land, and despite weather conditions, he is outside. He is not the only one. This land grazing E 4th street is a gift to the veterans and their families, and so we trust our City & County to deliberately protect our well-being and not our declination.** Despite our response to sparse details of set developments and the new information presented about this case, we respect you in understanding our frustration with the "choice" we must make, *in favor or opposition*, prior to this meeting.

I ask where we draw the line in preservation of our military families, our intergenerational, diverse communities that are desperate in extending their voices, expressing their exhaustion from the ever imposing industrial district. Could it be dismissed considering we will remain in the county, as this possible development will lie only in the limits? No, the city limits only determine regulations imposed onto its people, but negative everlasting effects of this district seek boundless.

If you see this reasoning as “not fit,” let us elaborate. The issue we face today is not new. Lubbock is the Hub City, expanding rapidly, unveiling uneven distribution of commercial and residential. East Lubbock during the 70s and 80s gained development with several retail spaces, restaurants, etc., all declining over the years. For 24 years I’ve only witnessed the United Supermarkets and MLK Bingo remain as an economical beacon for this area. Imagine the South and West neighborhoods of Lubbock maintaining only two businesses. It would be immoral to allow a desert of business. How could it be for us? Residents in East Lubbock and east of the city limits have endured prolonged effects from redlining, poor and neglectful planning. These disadvantaged neighborhoods are the diversity of Lubbock. They have been around a lot longer than half of the west side. Yet they withstand the industrial districts that pose lingering negativity and lack of true urban amenities. We understand the need of industrial use. It has to go somewhere, right? What does our city know about it?

Let me remind you:

In **1959, the Lubbock Comprehensive Plan Land Use Report** was established, describing industrial use as

*“... Subdivided into two specific classifications, light and heavy. Although these are not precise terms, they are in common usage to distinguish unobjectable industrial processes from those that are, or may become, objectionable in close proximity to other types of uses **where people live or work**. Thus all industries that are known to emit smoke, dust, odor, or noise, or are hazardous by nature are classed as heavy industry. Conversely, other forms of manufacturing, storage, processing, or the like without these objectionable characteristics, are classified as light industry.”*

Page 16 in the Industrial Uses section, it is expressed that the South East areas of Lubbock are

“... Desirable for the future expansion of industrial uses in that the prevailing breeze is out of the Southwest, which carries any offensive odors away from the use areas and they are areas not generally suitable for higher type uses.”

This reasoning carries no weight. Prevailing winds likely shift directions. It proves the understanding our side must face.

Currently, as we live with manufacturing companies engulfing the East Loop, we’ve continuously felt the effects of their migrating pollution. Chemical sprayed have been caught in said “prevailing winds” permanently damaging our land and our trees that bear fruit. It has been detrimental to our health. Depending on the coarseness of polluted particles, they can travel thirty up to hundreds of miles. We live .019 miles from the request zone change, literally across the street.

In **1975-1986, Lubbock’s Comprehensive Land Use Plan Policies** suggest site plan design is key.

“Where the possibility exists for adverse effects on adjacent residential areas, commercial or industrial zoning may take place only in accordance with an approved site plan. Industrial or commercial zoning adjacent to Loop 289 and major entry corridors to the city should be granted only in accordance with an approved site plan.”

It continues to present obvious goals, city council shall hold accountable.

“To provide equitable distribution of urban amenities including paved streets, adequate water and sewer services, parks, and other community facilities. To eliminate factors which degrade the neighborhood environment, such as incompatible land uses, code violations, pollution sources, and undesirable traffic patterns. ”

Distance between our neighborhoods and industrial development is bane. How can we protect our environmental status, while avoiding degradation of existing and future communities, habitats or bodies of water that will lie within an easy reach of a 5 mile radii, if we allow for this zone change?

In **2018, the Comprehensive Plan for the Future Lubbock, Plan 2040** delves deeper to comb out these issues through our strengths and weaknesses. Our...

“Strengths: Canyon Lakes, Preexisting infrastructure and utilities, Proximity to Downtown.

Weaknesses: I-27 as a barrier, Lack of amenities and services (transportation, banks, entertainment, neighborhood-oriented services and retail), Aging housing stock.

Opportunities: Community Group Involvement, Proximity to Downtown, Inclusion into Arts and Culture District.

Challenges: Perception, Market demand for housing and amenities, Incompatible nonresidential land uses, (Suggestive of Industrial Uses), and Redevelopment without gentrification”

Additionally, it gives some direction in how we develop our areas.

“

1. *Create a series of eastern and northern Lubbock master plans. Authorize a series of City-initiated master plans for Eastern and Northern Lubbock neighborhoods. These plans should include individual vision and action plans developed by, or in partnership with, each neighborhood. The plans should be adopted as an addendum to the Comprehensive Plan.*
2. *Disallow expansion of heavy commercial or new development of heavy commercial or industrial sites adjacent to, downwind, or downstream from existing and planned residential development.*

“

407.3 acres, south of our citizens, determine an unlikely future. 407.3 acres out of the 20,000+ acreage of Lubbock’s Extraterritorial Jurisdiction, better fit away from residential adjacency. A future contradictory of the views and goals our city and the organizations involved.

“Sec.40.03.2601 The purpose of this district is to provide for those uses defined as heavy industrial and/or manufacturing use which will or may produce off-site noise, odor, or dust. The regulations are design to provide standards for proper on-site development and to protect the environmental quality of adjacent areas and the city in general.”

Any regulations or methods in place to protect the environmental and public health, that should be abided by seem impossible and lacking in resources. It influences the consequence of our health, causing respiratory issues, heart disease, contamination of air, water, and soils through exhausts and excessive use of fertilizers and pesticides. We agree with and repeat what Adam Pirtle, an author for the Texas Houser’s Organization states,

“This is absolutely wrong. The continued placement of environmental hazards and industrial land uses in neighborhoods of color is an impediment to fair housing and must be addressed...”

Speaking for myself, I graduated with a bachelor’s degree specializing in architecture and design from the City of Chicago. I am a practicing designer and student prospect of urban planning and design. As I am passionate for the health of our cities growth, I am hopeful in the shared interests of creating equity from within. I.e. in hopes a revised 2040 plan, our soon to be adopted Unified Code and of course Wilson Bowling, our first ever implemented neighborhood planner. So I ask again, where we draw the line to defend our veterans, neighbors, and lubbockites livelihood.

Thank you.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3445**

In Favor

Opposed

Reasons and/or Comments:

Print Name

Joel Chavez

Signature:

[Handwritten Signature]

Address:

4703 E. 4th St

Address of Property Owned:

4703 E. 4th St

Phone Number: _____

Email: _____

Zone Case Number: **3445**

R94264

Recipient 22 of 31

CHAVEZ JOANN O & JOEL JR &

MARIA O RHODES

4703 E 4TH ST

LUBBOCK

TX 79403-5007



Regular City Council Meeting

8. 14.

Meeting Date: 10/12/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-00146, for Zone Case 3447, a request of AMD Engineering, LLC for NWP EB-5 Project, LLC, for a zone change from Single-Family District (R-1) to General Retail District (C-3) with a Specific Use for a Self-Storage Facility, generally located east of Frankford Avenue and south of Princeton Street, on 4.21 acres of unplatted land out of Block JS, Section 6.

Item Summary

On September 28, 2021, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 2021, and recommended approval of the request by a 7-0-1 vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance Zone Case 3447
Staff Report 3447
Documentation 3447

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3447; A ZONING CHANGE FROM R-1 TO C-3 SPECIFIC USE FOR A SELF-STORAGE FACILITY, GENERALLY LOCATED EAST OF FRANKFORD AVENUE AND SOUTH OF PRINCETON STREET, ON 4.21 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, SECTION 6, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3447

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **C-3 Specific Use for a Self-Storage Facility** zoning district **generally located east of Frankford Avenue and south of Princeton Street, on 4.21 acres of unplatted land out of Block JS, Section 6, City of Lubbock, Lubbock County, Texas, and being further described as follows:**

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **generally located east of Frankford Avenue and south of Princeton Street, on 4.21 acres of unplatted land out of Block JS, Section 6, City of Lubbock, Lubbock County, Texas.**

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC3447
September 2, 2021



DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 6, BLOCK JS,
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 4.21-acre tract of land located in Section 6, Block JS, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the southwest corner of said 4.21-acre tract, whence the northwest corner of plat limits of Tract A, Broadview Baptist Church Addition (Vol. 1685, Pg. 894) bears N 01° 56' 17" E, a distance of 60.00 feet;

THENCE N 01° 56' 17" E an approximate distance of 262.00 feet;

THENCE S 88° 03' 43" E an approximate distance of 700.00 feet;

THENCE S 01° 56' 17" W an approximate distance of 262.00 feet;

THENCE N 88° 03' 43" W an approximate distance of 700.00 feet to the Point of Beginning and containing approximately 4.21 acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: NWP EB-5 PROJECT LLC
July 29, 2021

**ZONE CHANGE APPLICATION
EXHIBIT**
(SHEET 2)

A 4.21 ACRE TRACT OF LAND
LOCATED IN SECTION 6
BLOCK JS, LUBBOCK COUNTY,
TEXAS

NOTES:
SCALE: 1" = 100'

 ZONING REQUEST C-3 SPECIFIC USE FOR
SELF-STORAGE FACILITY FROM (R-1) SINGLE
FAMILY RESIDENTIAL.

RECORD OWNER: NWP EB-5 PROJECT LLC
NOT SUBDIVIDED
CCFN: 2021019386

RECORD OWNER: NWP EB-5 PROJECT LLC
NOT SUBDIVIDED
CCFN: 2021019386



N: 7287352.45
E: 922226.61

50' DRAINAGE EASEMENT - STATE OF TEXAS
VOL. 6970, PG. 91

25' DRAINAGE EASEMENT
VOL. 1685, PG. 894

10' ALLEY - BY PLAT
VOLUME 1522, PAGE 961

TRACT A, BROADVIEW BAPTIST CHURCH ADDITION
VOLUME 1685, PAGE 894

P.O.B.
FROM THIS POINT, THE NORTHWEST
CORNER OF BROADVIEW BAPTIST
CHURCH ADDITION, TRACT A
(VOL. 1685, PG. 894), BEARS
N01°56'17" E, 60.00'

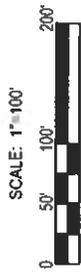
RECORD OWNER:
1601 NORTH FRANKFORD -
DISCOUNT STORAGE LLC
NOT SUBDIVIDED
CCFN: 2019034563

N: 7287637.98
E: 921535.87

PRINCETON
STREET

NORTHWEST ACRES
LOTS 1-43
VOL. 1552, PG. 257

24



VICINITY MAP
MAP 13.03.001

NOT SUBDIVIDED
VOLUME 3415, PAGE 50

AMD CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
6515 Glen Street, Suite 300
Lubbock, TX 79424
Phone: 806-771-6878
Fax: 806-771-2625
TDD: 806-771-6878
Accuracy: Efficiency - Integrity

LINCOLN 16 STORAGE
SECTION 6, BLOCK JS, ABST NO 1492
LUBBOCK COUNTY, TEXAS

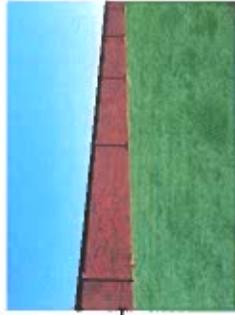
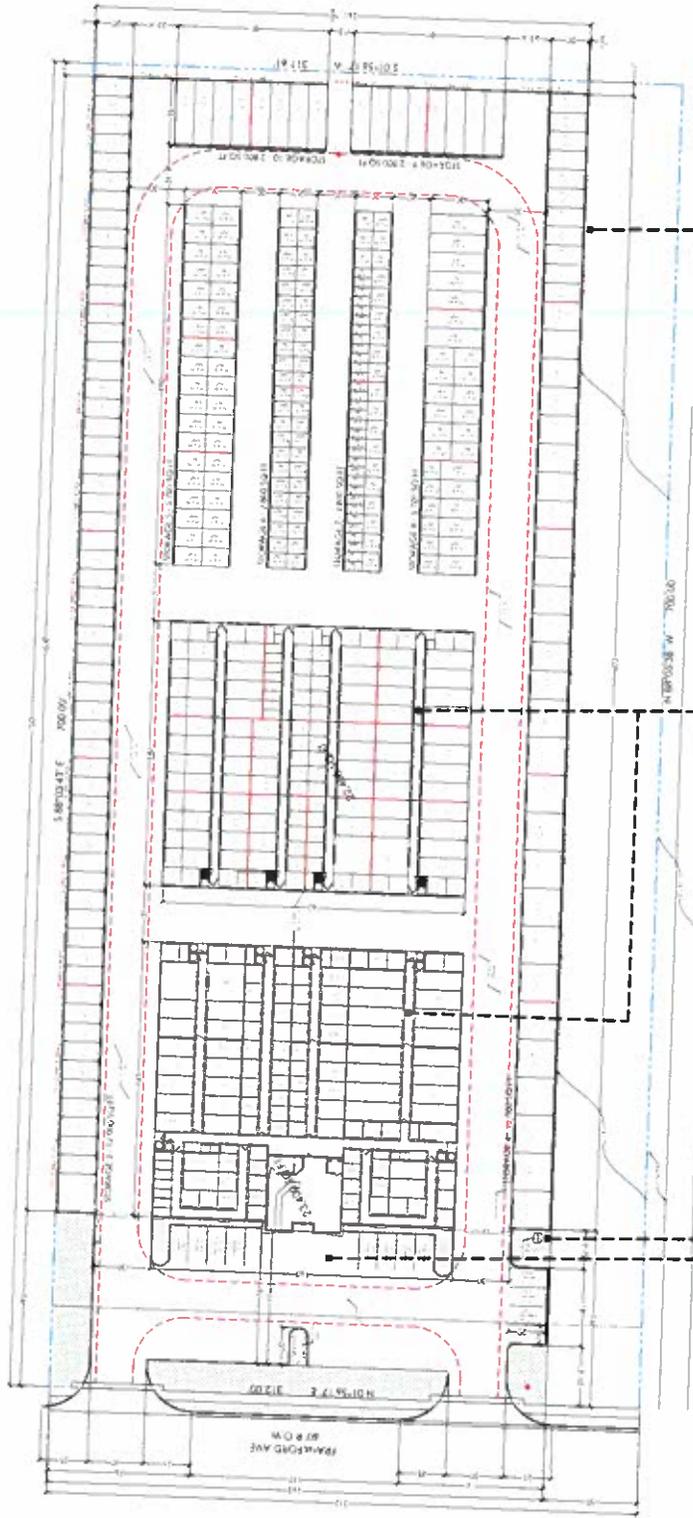


PROPOSED
SITE PLAN

SCALE: 1" = 200'

SHEET

C1



EXTERIOR BRICK WALL



CLIMATE CONTROLLED UNITS



ENTRY / EXIT GATE AND EXTERIOR WALL



FRONT OFFICE WITH SIGNAGE

Staff Report	Zone Case 3447
City Council Meeting	September 28, 2021

Applicant AMD Engineering, LLC

Property Owner NWP EB-5 Project LLC

Council District 1

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- September 11, 1958: This property was annexed and zoned Single-Family District (R-1) through Ordinance No. 002536.
- September 2, 2021, Zone Case 3447: The Planning and Zoning Commission recommended approval of a zone change from Single-Family District (R-1) to General Retail District (C-3) Specific Use for a Self-Storage Facility by a vote of 7-0-1.

Notification Summary

- Notifications Sent: 5
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property was annexed in 1958 and has since remained undeveloped and unsubdivided.

Adjacent Property Development

Properties to the north and east are zoned Single-Family District (R-1) and are currently vacant. To the west is a mix of Local Retail District (C-2), Transition District (T), and R-1. There are some homes developed outside city limits. To the south is property zoned High-Density Apartment (A-2) which is developed with a church.

Zoning Request and Analysis

Item Summary

The subject property is generally located east of Frankford Avenue and south of Princeton Street, on 4.21 acres of unplatted land out of Block JS, Section 6. The applicant is requesting a zone change from R-1 to C-3 Specific Use for a Self-Storage Facility.

Current zoning: Single-Family District (R-1)

Requested zoning: General Retail District (C-3) Specific Use for Self-Storage Facility

Intent Statements

The intent of the current R-1 zoning is, "... to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a "quality environment" for the residents of the district and city."

The intent of the proposed C-3 zoning is, “...to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways.”

The intent of the proposed Specific Use is, “...to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used. The regulations require specific site planning on all aspects of proposed development to ensure that any variations of land uses or land use standards will be in harmony with the purposes and objectives of the zoning ordinance.”

Traffic Network/Infrastructure Impacts

The location is along Frankford Avenue, which is designated as a Minor Arterial. Minor Arterial streets are continuous routes whose function is to serve high volumes of local and regional traffic. Speeds are relatively high on arterial streets and handle high volumes of traffic.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The principles outlined in the Comprehensive Plan designates this area for “Low-Density Residential”. While the C-3 Specific Use district does not conform to the Comprehensive Plan designation, it is in conformance with existing zoning and development in the area. The Specific Use for a self-storage facility would be appropriate nearby to residential uses and along a thoroughfare.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential and commercial uses that are already established.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses though it may need additional public improvements to support the intensity of uses described in the C-3 Specific Use zoning district as it is currently vacant.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and supporting documentation

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Allowable Uses: [General Retail District \(C-3\)](#)
[Specific Use District](#)

Transportation: The proposed development has points of access from Frankford Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Frankford Avenue <i>Minor Arterial (Modified), Partial</i>	R.O.W. 53 feet, three-lane, undivided, paved	R.O.W. 100 feet, 5-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.16 **Case 3447:** AMD Engineering, LLC for NWP EB-5 Project LLC

Request for a zone change from Single-Family District (R-1) to General Retail District (C-3) with a Specific Use for a Self-Storage Facility, at:

- Generally located east of Frankford Avenue and south of Princeton Street, on 4.21 acres of unplatted land out of Block JS, Section 6.

PLANNER SHANE SPENCER stated there were five (5) notifications sent out and zero (0) returned. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

APPLICANT WILL STEPHENS AMD Engineering, LLC, 6515 68th Street, advised the intent is to construct a self-storage facility and he has provided a site plan.

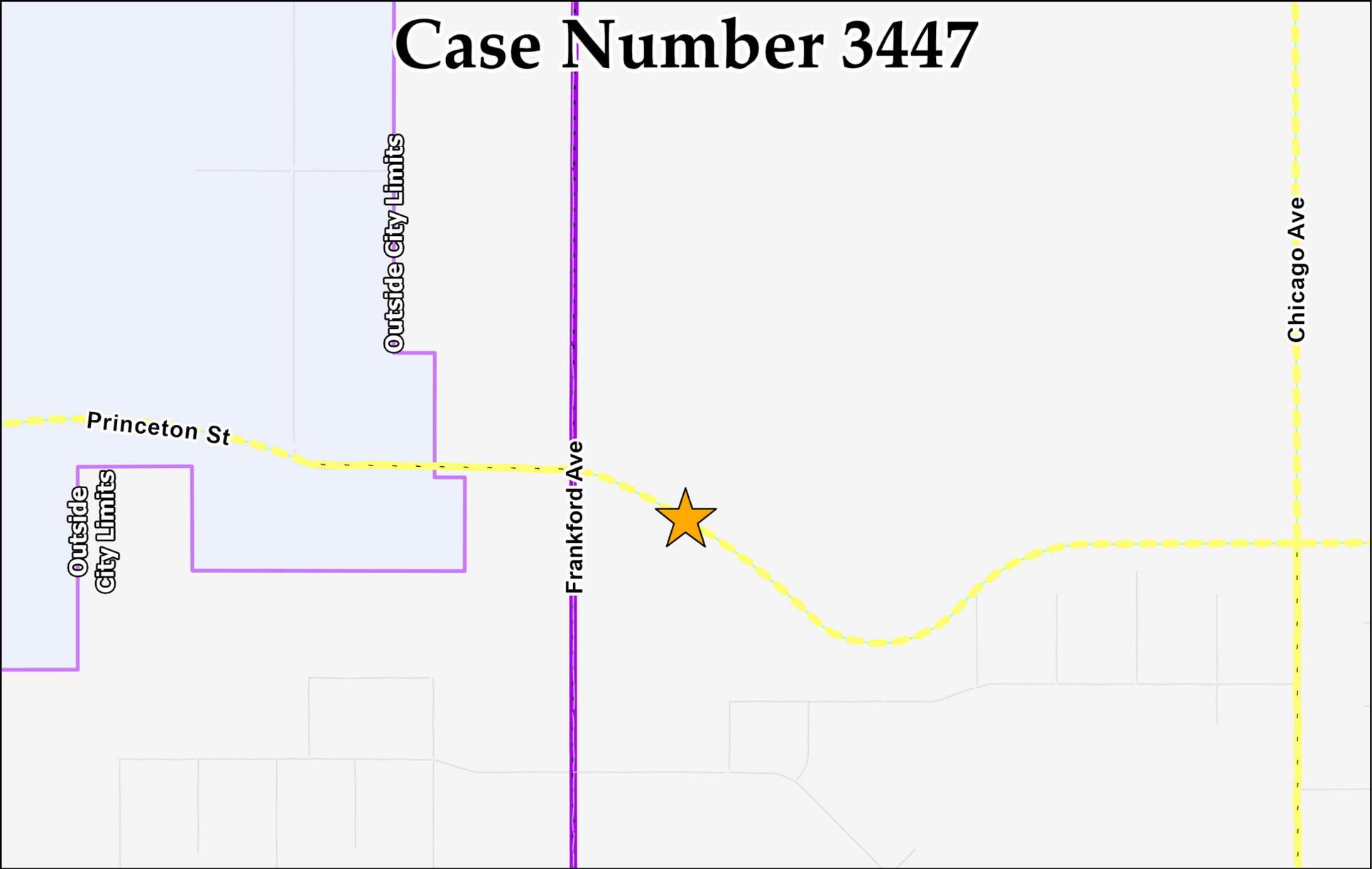
BOARDMEMBER DAN WILSON asked why they are requesting C-3 zoning instead of C-2. Mr. Stephens stated that other similar facilities are zoned C-4, but they would be open to C-2 on this case if needed.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3447** a motion was made by **JAMES BELL** and seconded by **DAN WILSON** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) with 1 (recusal) to approve the motion. Item will be forwarded to City Council for consideration.

JORDAN WHEATLEY recused from the case.

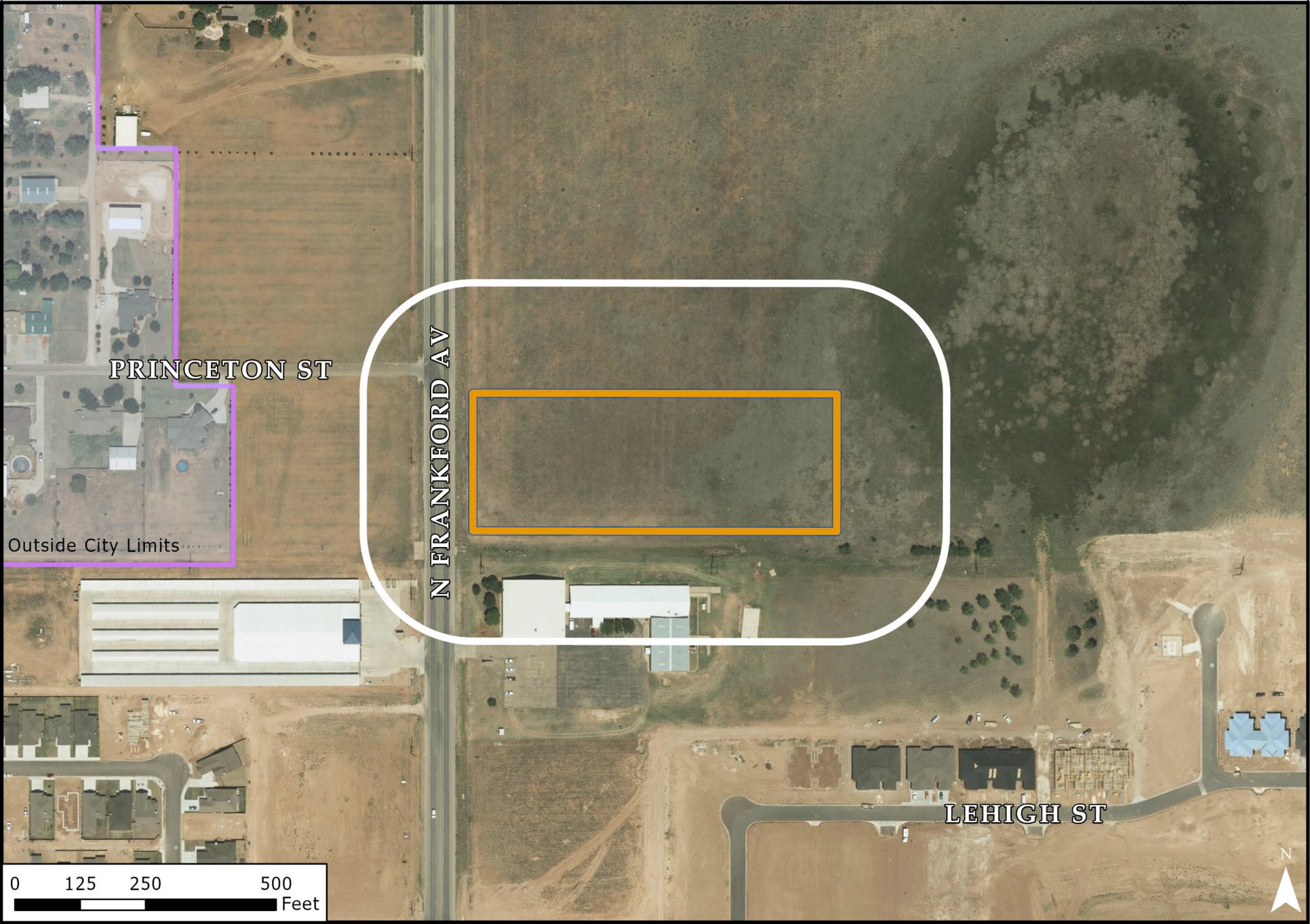
Case Number 3447



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

Date Exported: August 2021

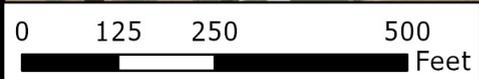
Case Number 3447



PRINCETON ST

N FRANKFORD AV

LEHIGH ST

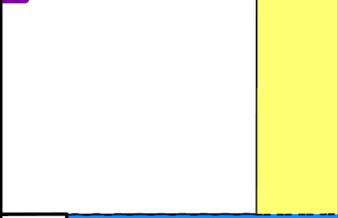
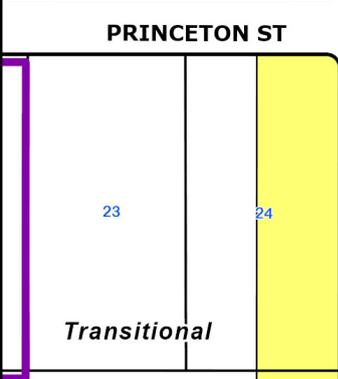
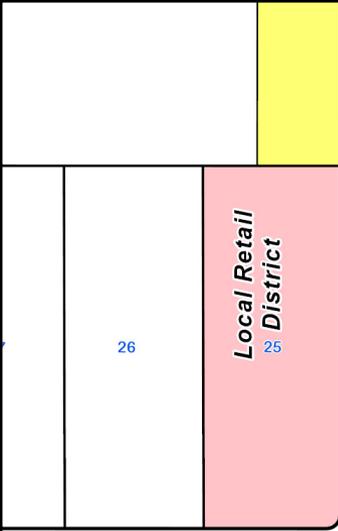


Current Zoning

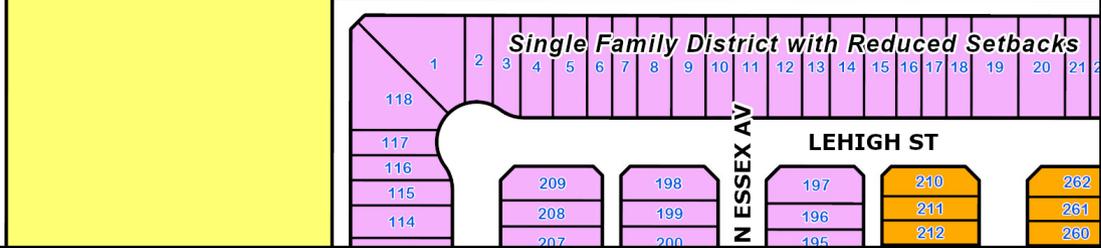
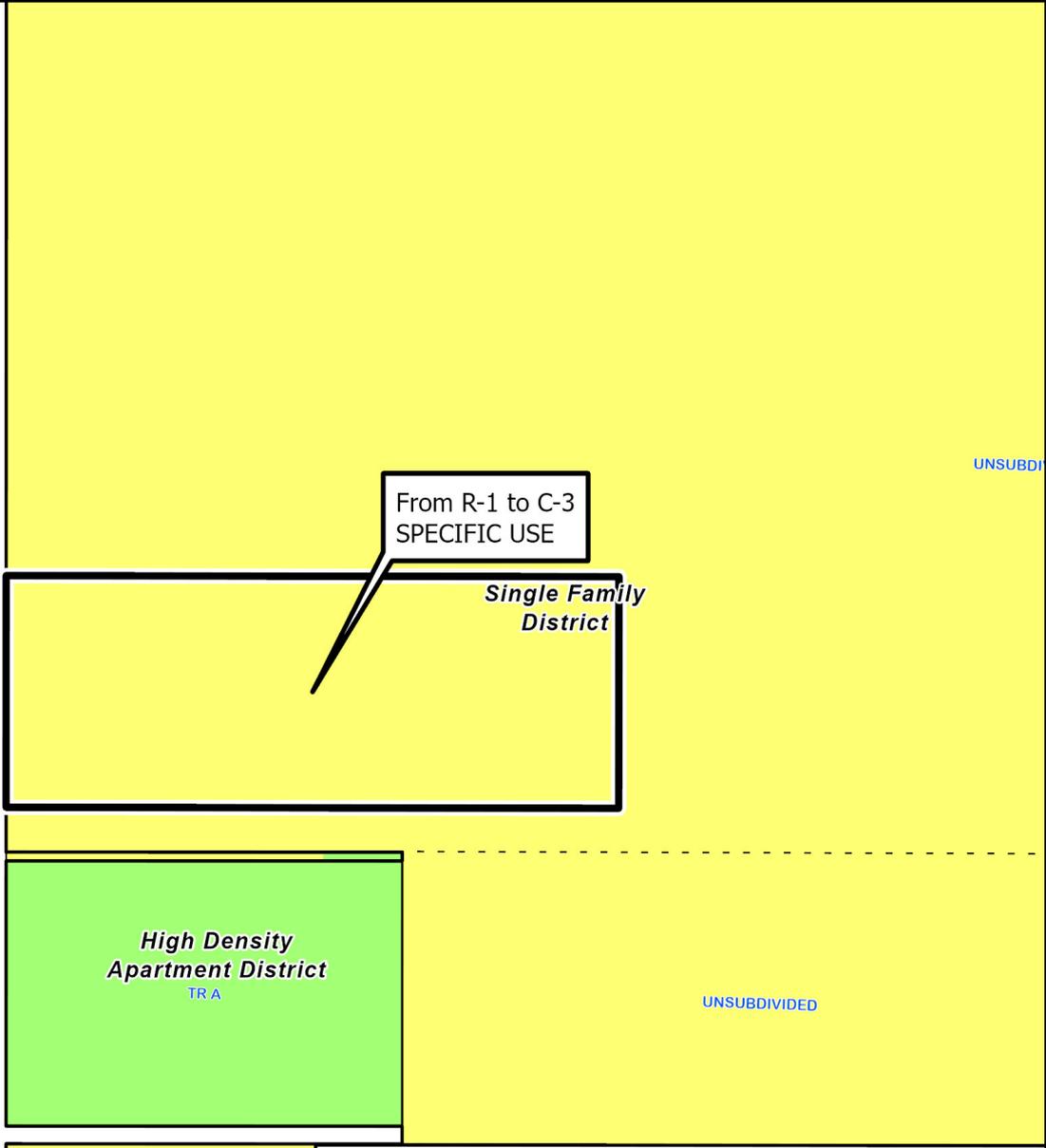
3447

Zoning Districts

-  High Density Apartment
-  Local Retail
-  Garden Office
-  Single Family
-  Single Family with Reduced Setbacks Specific Use
-  Two Family
-  Transitional



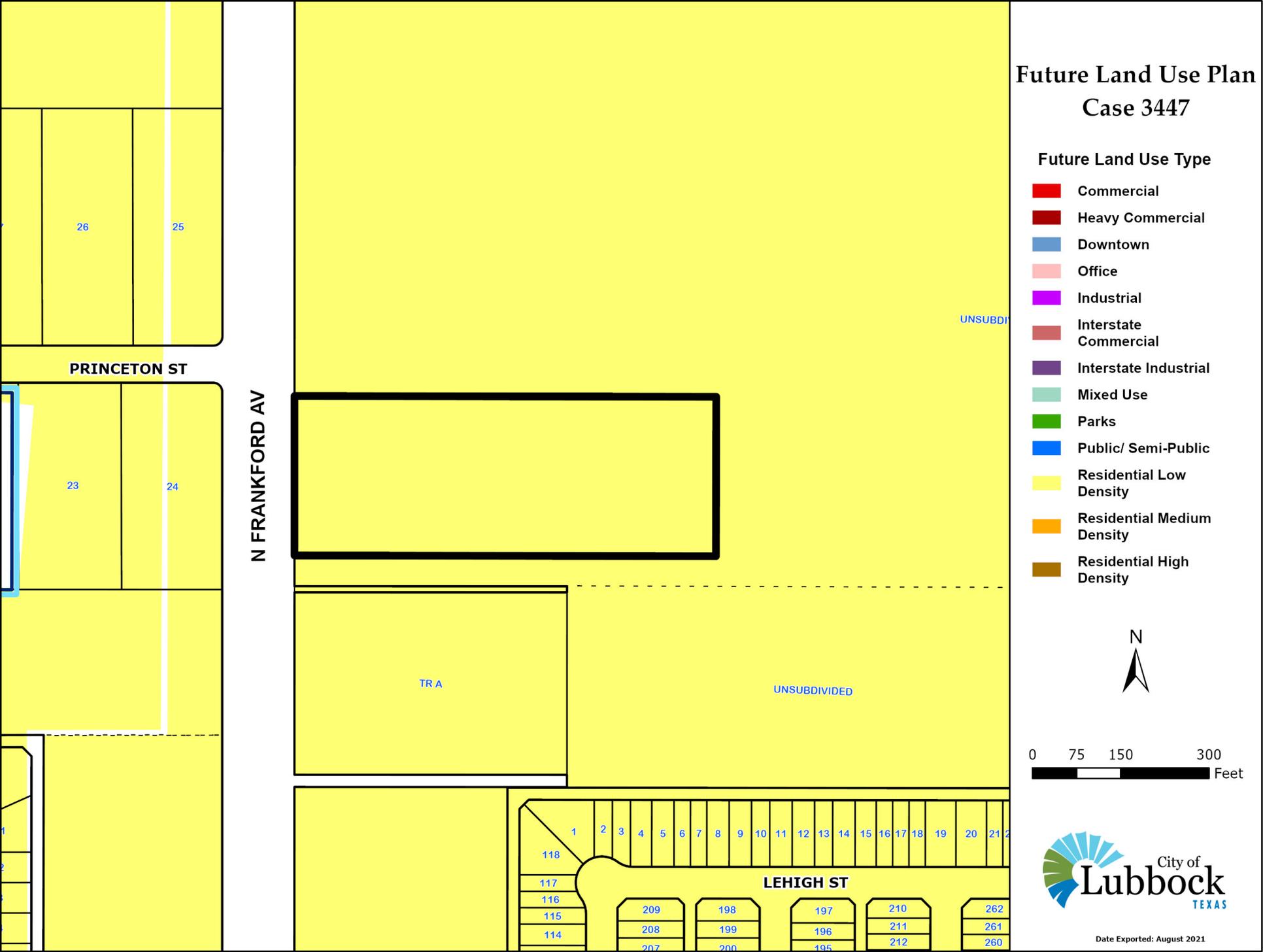
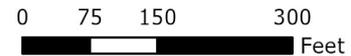
N FRANKFORD AV



Future Land Use Plan Case 3447

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density





View of adjacent property. View south.



View of subject property. View east.



View of adjacent property. View north.



View of adjacent property. View west.



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: SOUTHEAST OF THE INTERSECTION OF FRANKFORD AVE AND PRINCETON STREET
Lots/Tracts: NOT CURRENTLY PLATTED
Survey & Abstract: LOCATED IN SECTION 6, BLOCK JS
Metes and Bounds Attached: Yes No Total Acreage of Request: 4.21
Existing Land Use: _____ Existing Zoning: R-1
Requested Zoning: C-3 SPECIFIC USE FOR SELF-STORAGE
If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: AMD ENGINEERING, LLC
Name: WILL STEPHENS
Address: 6515 68TH STREET, SUITE 300 City: LUBBOCK State: TX
ZIP Code: 79424 Telephone: 806-771-5976 Email: WSTEPHENS@AMDENG.COM
Applicant's Signature: 
Date: 07/29/2021 Printed Name: WILL STEPHENS

Owner Information

Firm Name: NWP EB-5 PROJECT LLC
Owner: MONT MCCLENDON - GENERAL COUNSEL/COO
Address: 1500 BROADWAY, SUITE 1500 City: LUBBOCK State: TX
ZIP Code: 79401 Telephone:  806.793.0703 Email: MONT.MCCLENDON@MCDUGAL.COM
Property Owner's Signature: _____
Date: 07/29/2021 Printed Name: MONT MCCLENDON

Preparer Information

Preparer's Signature 
Date: 07/29/2021 Printed Name: WILL STEPHENS

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
Request for zoning change from: _____ To: _____
Lots: _____ Blocks: _____
Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.



LINCOLN 16 STORAGE
SECTION 6, BLOCK JS, ABST NO 1492
LUBBOCK COUNTY, TEXAS



FRONT OFFICE WITH SIGNAGE



CLIMATE CONTROLLED UNITS



EXTERIOR BRICK WALL



ENTRY/EXIT GATE AND EXTERIOR WALL



PROPOSED
SITE PLAN

SCALE: 1" = 30'-0"

SHEET

C1



Regular City Council Meeting

8. 15.

Meeting Date: 10/12/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-00143, for Zone Case 3446, a request of AMD Engineering, LLC for NWP EB-5 Project, LLC, for a zone change from Single-Family District (R-1) to Two-Family District (R-2) and High-Density Apartment District (A-2), at 5601 Ursuline Street, located south of Ursuline Street and east of Frankford Avenue, on 134.45 acres of unplatted land out of Block JS, Section 6.

Item Summary

On September 28, 2021, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 2, 2021, and recommended approval of the request by a vote of 7-0-1.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance Zone Case 3446
Ordinance Zone Case 3446 (L)
Staff Report 3446
Documentation 3446

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3446; A ZONING CHANGE FROM R-1 TO R-2 AND A-2 ZONING DISTRICT AT 5601 URSULINE STREET, LOCATED SOUTH OF URSULINE STREET AND EAST OF FRANKFORD AVENUE, ON 134.45 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, SECTION 6, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3446

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 to R-2 and A-2** zoning district at **5601 Ursuline Street, located south of Ursuline Street and east of Frankford Avenue, on 134.45 acres of unplatted land out of Block JS, Section 6,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3446
September 2, 2021



DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 6, BLOCK JS,
LUBBOCK COUNTY, TEXAS
PREPARED FOR R-2 PORTION OF THIS ZONING REQUEST

(Sheet 1 of 3, Sketch of tract attached as Sheet 3)

METES AND BOUNDS DESCRIPTION of a 125.43-acre tract of land located in Section 6, Block JS, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the most westerly northwest corner of said 125.43-acre tract, whence the northwest corner of Section 6, Block JS, bears N 21° 48' 15" W, a distance of 769.95 feet;

THENCE S 88° 03' 43" E an approximate distance of 235.17 feet;

THENCE N 46° 56' 17" E an approximate distance of 21.21 feet;

THENCE N 01° 56' 17" E an approximate distance of 626.50 feet;

THENCE N 43° 08' 58" W an approximate distance of 14.12 feet;

THENCE S 88° 14' 13" E an approximate distance of 2090.19 feet;

THENCE S 01° 56' 52" W an approximate distance of 2579.65 feet;

THENCE N 88° 05' 38" W an approximate distance of 1879.91 feet;

THENCE N 01° 56' 17" E an approximate distance of 872.85 feet;

THENCE N 88° 03' 43" W an approximate distance of 700.00 feet;

THENCE N 01° 56' 17" E an approximate distance of 485.00 feet;

THENCE N 43° 03' 43" W an approximate distance of 14.14 feet;

THENCE N 88° 03' 43" W an approximate distance of 225.00 feet;

THENCE S 46° 56' 17" W an approximate distance of 21.21 feet;

THENCE N 01° 56' 17" E an approximate distance of 90.00 feet;

THENCE S 43° 03' 43" E an approximate distance of 21.21 feet;

THENCE S 88° 03' 43" E an approximate distance of 225.00 feet;

THENCE N 46° 56' 17" E an approximate distance of 14.14 feet;

THENCE N 01° 56' 17" E an approximate distance of 485.00 feet to the Point of Beginning and containing approximately 125.43 acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: NWP EB-5 PROJECT LLC

July 29, 2021



DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 6, BLOCK JS,
LUBBOCK COUNTY, TEXAS
PREPARED FOR A-2 PORTION OF THIS ZONING REQUEST

(Sheet 2 of 3, Sketch of tract attached as Sheet 3)

METES AND BOUNDS DESCRIPTION of a 9.02-acre tract of land located in Section 6, Block JS, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the northwest corner of said 9.02-acre tract, whence the northwest corner of Section 6, Block JS, bears N 00° 01' 13" W, a distance of 1755.82 feet;

THENCE S 88° 03' 43" E an approximate distance of 700.00 feet;

THENCE S 01° 56' 17" W an approximate distance of 561.24 feet;

THENCE N 88° 03' 43" W an approximate distance of 700.00 feet;

THENCE N 01° 56' 17" E an approximate distance of 561.24 feet to the Point of Beginning and containing approximately 9.02 acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: NWP EB-5 PROJECT LLC

July 29, 2021

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3446; A ZONING CHANGE FROM R-1 TO R-2 AND A-2 ZONING DISTRICT AT 5601 URSULINE STREET, LOCATED SOUTH OF URSULINE STREET AND EAST OF FRANKFORD AVENUE, ON 134.45 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, SECTION 6, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3446

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 to R-2 and A-2** zoning district at **5601 Ursuline Street, located south of Ursuline Street and east of Frankford Avenue, on 134.45 acres of unplatted land out of Block JS, Section 6,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3446
September 2, 2021



DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 6, BLOCK JS,
LUBBOCK COUNTY, TEXAS
PREPARED FOR R-2 PORTION OF THIS ZONING REQUEST

(Sheet 1 of 3, Sketch of tract attached as Sheet 3)

METES AND BOUNDS DESCRIPTION of a 125.43-acre tract of land located in Section 6, Block JS, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the most westerly northwest corner of said 125.43-acre tract, whence the northwest corner of Section 6, Block JS, bears N 21° 48' 15" W, a distance of 769.95 feet;

THENCE S 88° 03' 43" E an approximate distance of 235.17 feet;

THENCE N 46° 56' 17" E an approximate distance of 21.21 feet;

THENCE N 01° 56' 17" E an approximate distance of 626.50 feet;

THENCE N 43° 08' 58" W an approximate distance of 14.12 feet;

THENCE S 88° 14' 13" E an approximate distance of 2090.19 feet;

THENCE S 01° 56' 52" W an approximate distance of 2579.65 feet;

THENCE N 88° 05' 38" W an approximate distance of 1879.91 feet;

THENCE N 01° 56' 17" E an approximate distance of 872.85 feet;

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THENCE N 01° 56' 17" E an approximate distance of 485.00 feet;

THENCE N 43° 03' 43" W an approximate distance of 14.14 feet;

THENCE N 88° 03' 43" W an approximate distance of 225.00 feet;

THENCE S 46° 56' 17" W an approximate distance of 21.21 feet;

THENCE N 01° 56' 17" E an approximate distance of 90.00 feet;

THENCE S 43° 03' 43" E an approximate distance of 21.21 feet;

THENCE S 88° 03' 43" E an approximate distance of 225.00 feet;

THENCE N 46° 56' 17" E an approximate distance of 14.14 feet;

THENCE N 01° 56' 17" E an approximate distance of 485.00 feet to the Point of Beginning and containing approximately 125.43 acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: NWP EB-5 PROJECT LLC

July 29, 2021



DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 6, BLOCK JS,
LUBBOCK COUNTY, TEXAS
PREPARED FOR A-2 PORTION OF THIS ZONING REQUEST

(Sheet 2 of 3, Sketch of tract attached as Sheet 3)

METES AND BOUNDS DESCRIPTION of a 9.02-acre tract of land located in Section 6, Block JS, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the northwest corner of said 9.02-acre tract, whence the northwest corner of Section 6, Block JS, bears N 00° 01' 13" W, a distance of 1755.82 feet;

THENCE S 88° 03' 43" E an approximate distance of 700.00 feet;

THENCE S 01° 56' 17" W an approximate distance of 561.24 feet;

THENCE N 88° 03' 43" W an approximate distance of 700.00 feet;

THENCE N 01° 56' 17" E an approximate distance of 561.24 feet to the Point of Beginning and containing approximately 9.02 acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: NWP EB-5 PROJECT LLC

July 29, 2021

Staff Report	Zone Case 3446
City Council Meeting	September 28, 2021

Applicant AMD Engineering, LLC

Property Owner NWP EB-5 Project, LLC

Council District 6

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- September 11, 1958: This property was annexed and zoned Single-Family District (R-1) through Ordinance 2536.
- September 2, 2021, Zone Case 3446: The Planning and Zoning Commission recommended approval of a zone change from Single-Family District (R-1) to Two-Family District (R-2) and High-Density Apartment District (A-2) by a vote of 7-0-1.

Notification Summary

- Notifications Sent: 21
- Received In Favor: 1
- Received In Opposition: 1

Site Conditions and History

The subject property was annexed in 1958 and has since remained undeveloped.

Adjacent Property Development

The properties to the north, east, and south are zoned Single-Family District (R-1) and Transition (T). Property to the west is zoned R-1. Most of the surrounding land is undeveloped, with some residential uses.

Zoning Request and Analysis

Item Summary

The subject property is generally located east of Frankford Avenue and south of Ursuline Street, on 134.45 acres of unplatted land out of Block JS, Section 6. The applicant requests a zone change from R-1 to R-2 and A-2.

Current zoning: Single-Family District (R-1).

Requested zoning: Two-Family District (R-2) and High-Density Apartment District (A-2).

Intent Statements

The intent of the current R-1 zoning is, "...to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a "quality environment" for the residents of the district and city.

The intent of the proposed R-2 zoning is, "...to promote stable, quality residential development of slightly increased densities and multiple occupancy. This district may include entire neighborhoods or when used in accordance with the intent of the comprehensive plan, may provide a "buffer" district between low-density and high-density or non-residential districts.

The intent of the proposed A-2 zoning is, "...to promote high-density multi-family developments and compatible land uses in harmony with lower-density uses. The regulations are designed to provide the occupants with safe and convenient housing within an aesthetically pleasing environment in proper relationship to adjacent land uses. When proposed development in this district is adjacent to "RR," "R-1," "R-1A," or "R-2" zoned property, the proposed development shall be designed to provide for maximum compatibility with the adjacent development. Architectural design, landscaping, screening and parking areas shall be properly provided to ensure maximum protection of lower-density uses.

Traffic Network/Infrastructure Impacts

The proposed rezoning location will be along Frankford Avenue and Ursuline Street, with Frankford Avenue designated as a Principal Arterial and Ursuline Street designated as a Minor Arterial by the Master Thoroughfare Plan, 2018. Arterial streets provide connectivity across the transportation network, so best practices are to consider all modes on these streets. Arterials are continuous routes whose function is to serve high volume needs to local traffic and regional traffic.

Compatibility with Surrounding Property

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development or zoning. Properties to the south are already zoned High Density Apartment District (A-2) and Two-Family District (R-2).

Conformance with Comprehensive Plan Principles and Future Land Use Map

The principles outlined in the Comprehensive Plan designates this area for "Residential Low Density" land uses and notes that land uses in these areas can take numerous forms depending on context. The level of intensity for R-2 and A-2 is appropriate for this area. While the R-2 and A-2 zoning is not consistent with the Future Land Use Plan, it is appropriate next to the established residential uses along with the R-2 and A-2 zoning to the south.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential uses that are already established.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the R-2 and A-2 zoning districts.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Notification Map
- D. Aerial Map
- E. Zoning Map
- F. Future Land Use Map
- G. Photos
- H. Application and supporting documentation
- I. Response Letters

Staff Contacts

Ashley Vasquez
Planner
Planning Department
806-775-2107

ashleyvasquez@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109

ksager@mylubbock.us

Case Information: Zone Case 3446



Allowable Uses: [High-Density Apartment District \(A-2\)](#)
[Two-Family District \(R-2\)](#)

Transportation: The proposed development has points of access from Frankford Avenue and Ursuline Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Frankford Avenue, <i>Partial Minor Arterial, Modified</i>	R.O.W. 100 feet, three-lane, undivided, paved	R.O.W. 100 feet, four-lane, undivided, paved
Ursuline Street, <i>Future Minor Arterial, Not Completed</i>	R.O.W. 20 feet, two-lane, undivided, not paved	R.O.W. 100 feet, five-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.15 **Case 3446:** AMD Engineering, LLC for NWP EB-5 Project, LLC

Request for a zone change from Single-Family District (R-1) to Two-Family District (R-2) and High-Density Apartment District (A-2), at:

- 5601 Ursuline Street, located south of Ursuline Street and east of Frankford Avenue, on 134.45 acres of unplatted land out of Block JS, Section 6.

PLANNER ASHLEY VASQUEZ stated there were twenty-one (21) notifications sent out and zero (0) returned. Staff shared the location of the property including pictures and maps and discussed the surrounding area. Staff recommends approval of this request.

APPLICANT WILL STEPHENS AMD Engineering, LLC, 6515 68th Street stated they are continuing development from the south to the north and are requesting R-2 and A-2 zoning to allow for flexibility on what can be constructed.

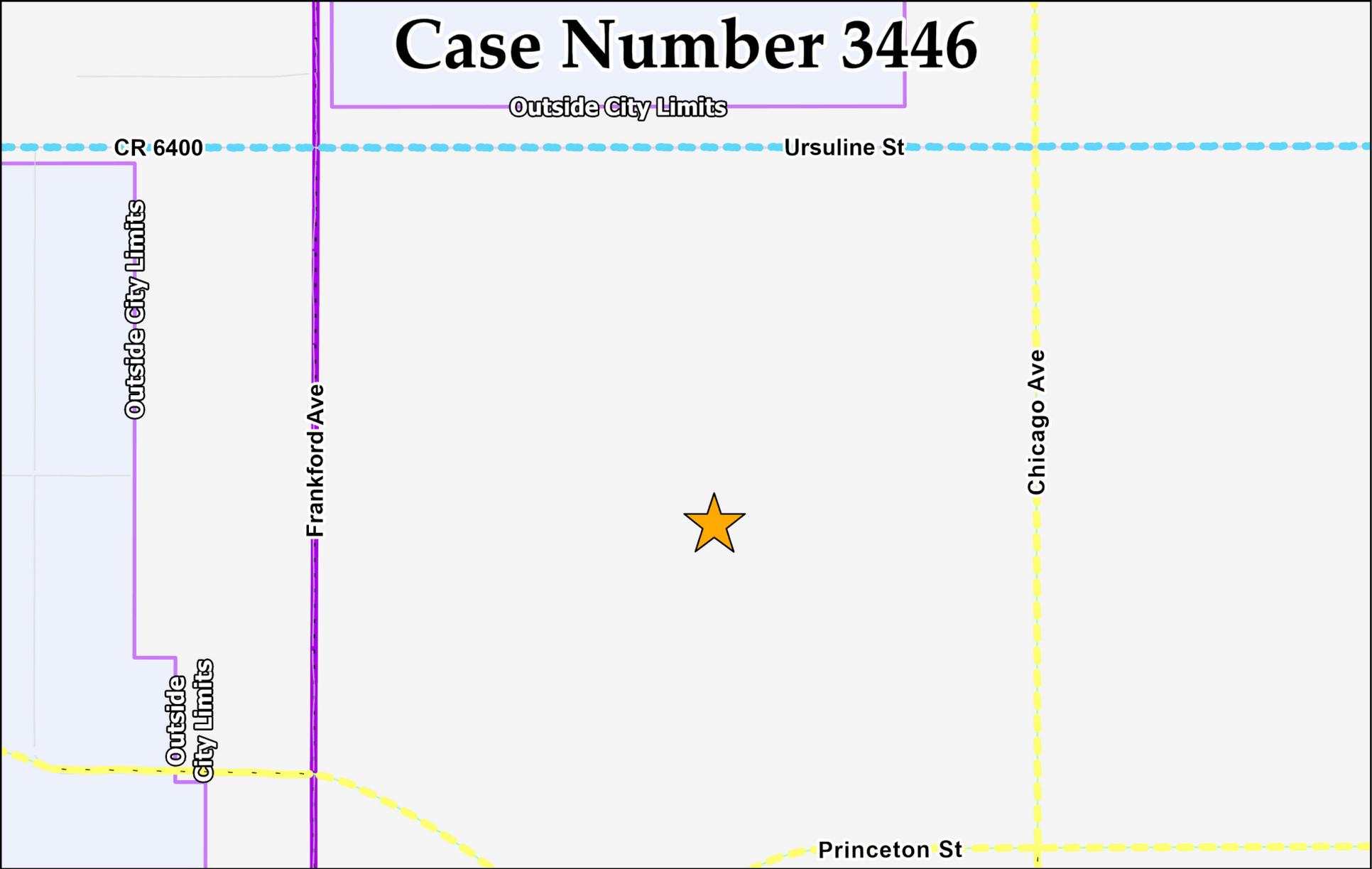
No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3446** a motion was made by **DAN WILSON** and seconded by **JAMES BELL** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) with 1 (recusal) to approve the motion. Item will be forwarded to City Council for consideration.

JORDAN WHEATLEY recused from the case.

Case Number 3446

Outside City Limits



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

North
South
East
West

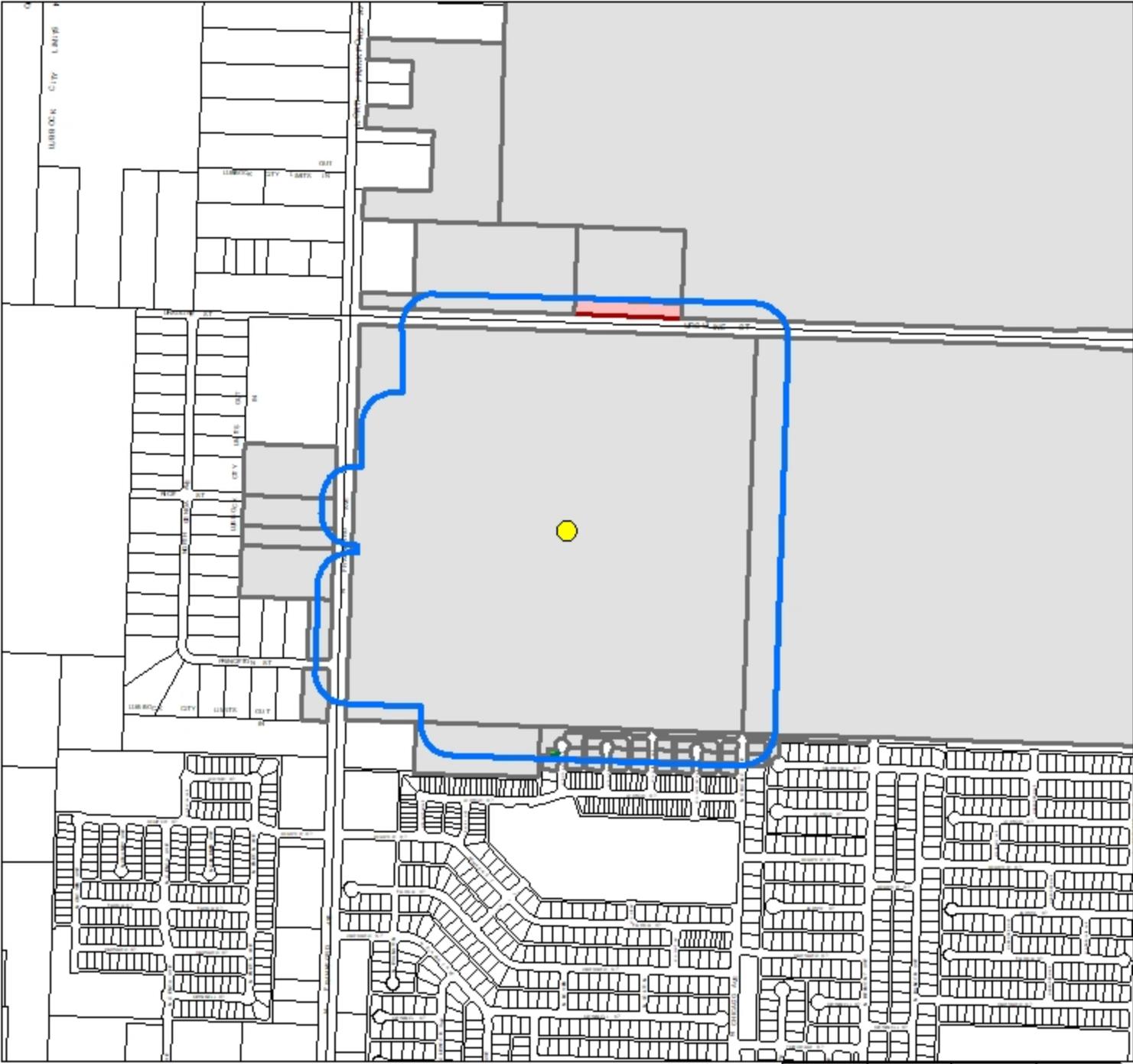
Date Exported: August 2021

PZC Mailout Notifications Received



Legend

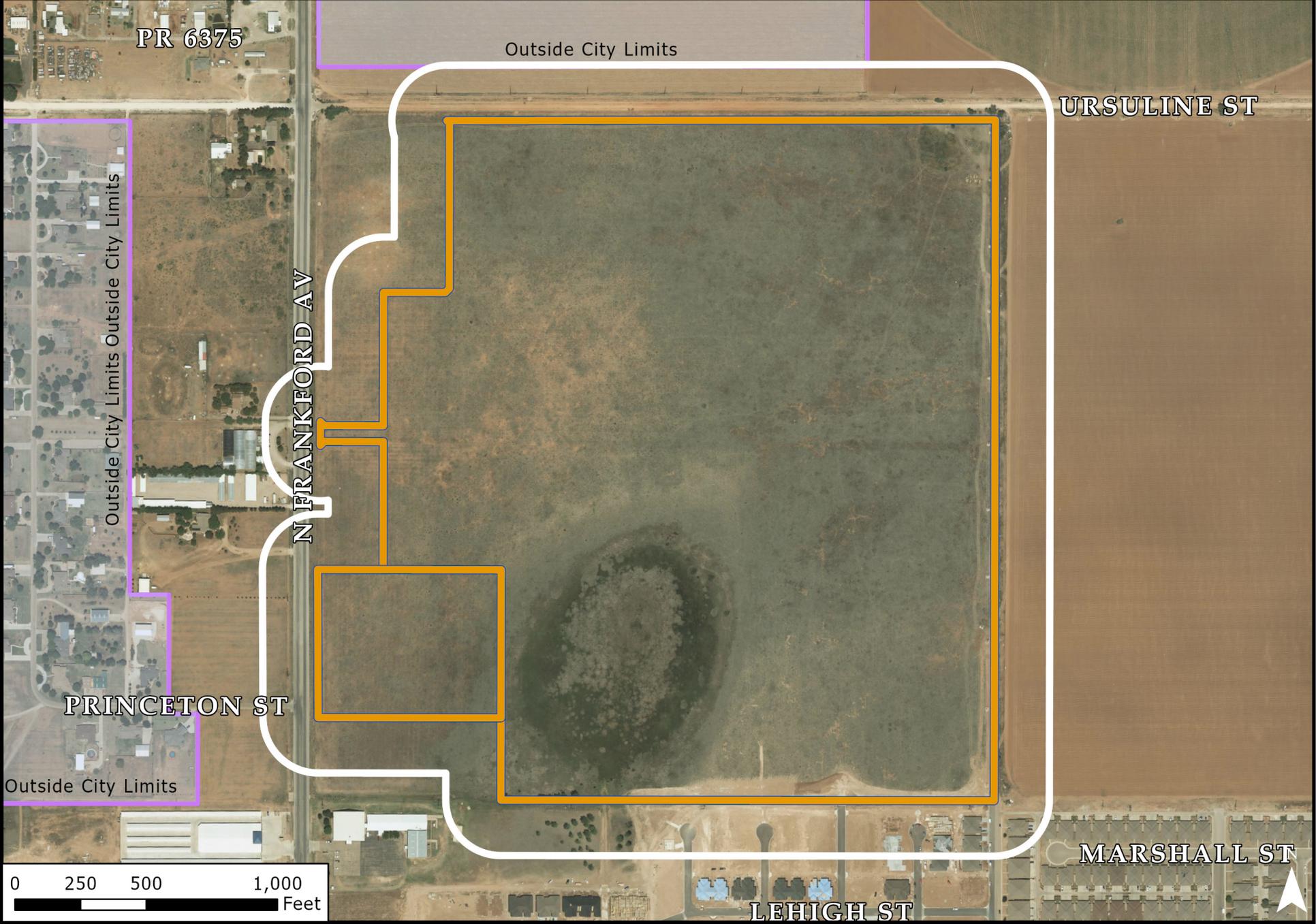
-  LocatorPnt3446
 -  MailoutBuffer3446
 -  <all other values>
- ### Notification Result
-  In Favor
 -  No Feedback
 -  Opposed



0 550 1,100 2,200 Feet

Created by Planning Department
Date: 8/31/2021

Case Number 3446



PR 6375

Outside City Limits

URSULINE ST

N FRANKFORD AV

Outside City Limits Outside City Limits

PRINCETON ST

Outside City Limits

MARSHALL ST

LEHIGH ST



Current Zoning

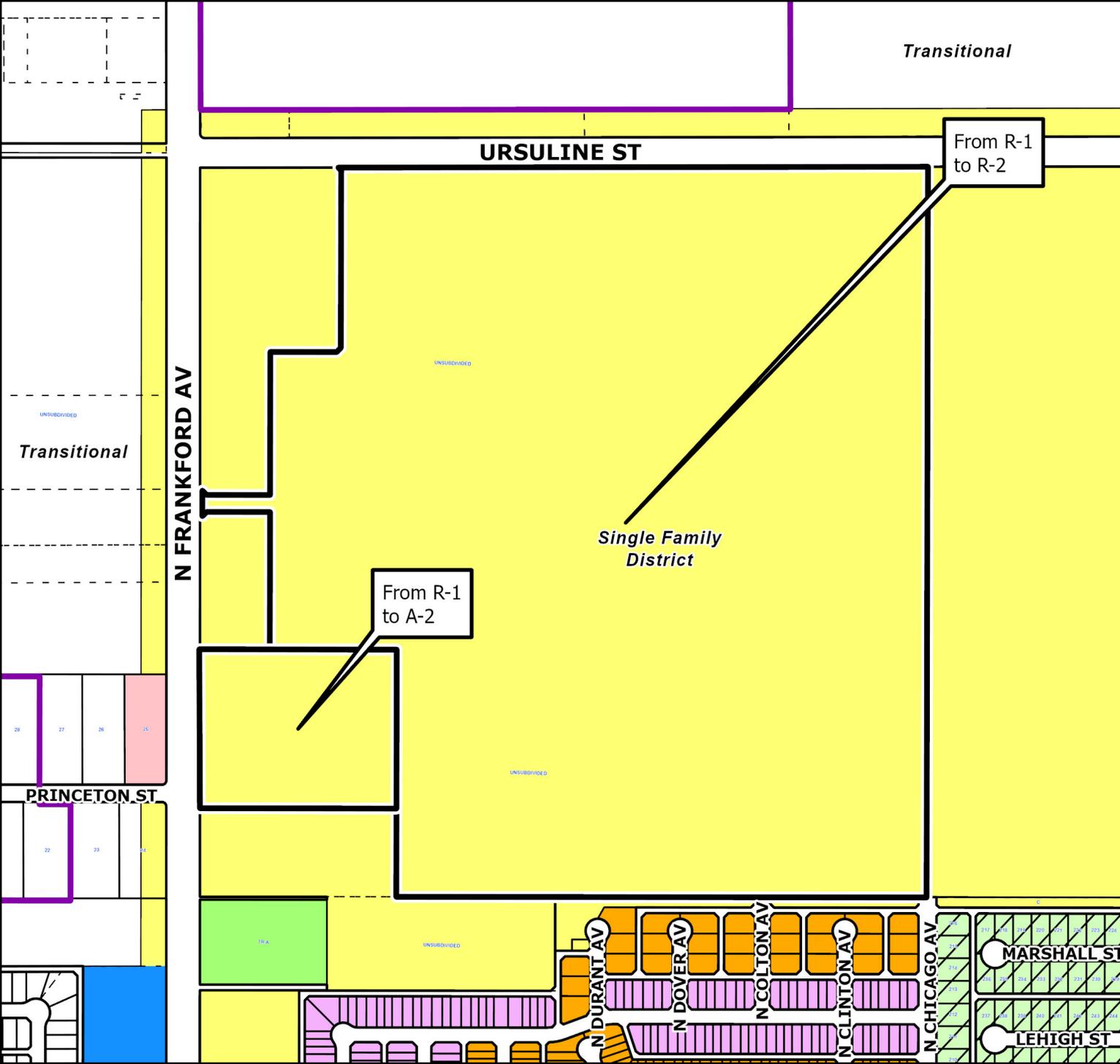
3446

Zoning Districts

-  Family Apartment Specific Use
-  High Density Apartment
-  Local Retail
-  Garden Office
-  Single Family
-  Single Family with Reduced Setbacks Specific Use
-  Two Family
-  Transitional



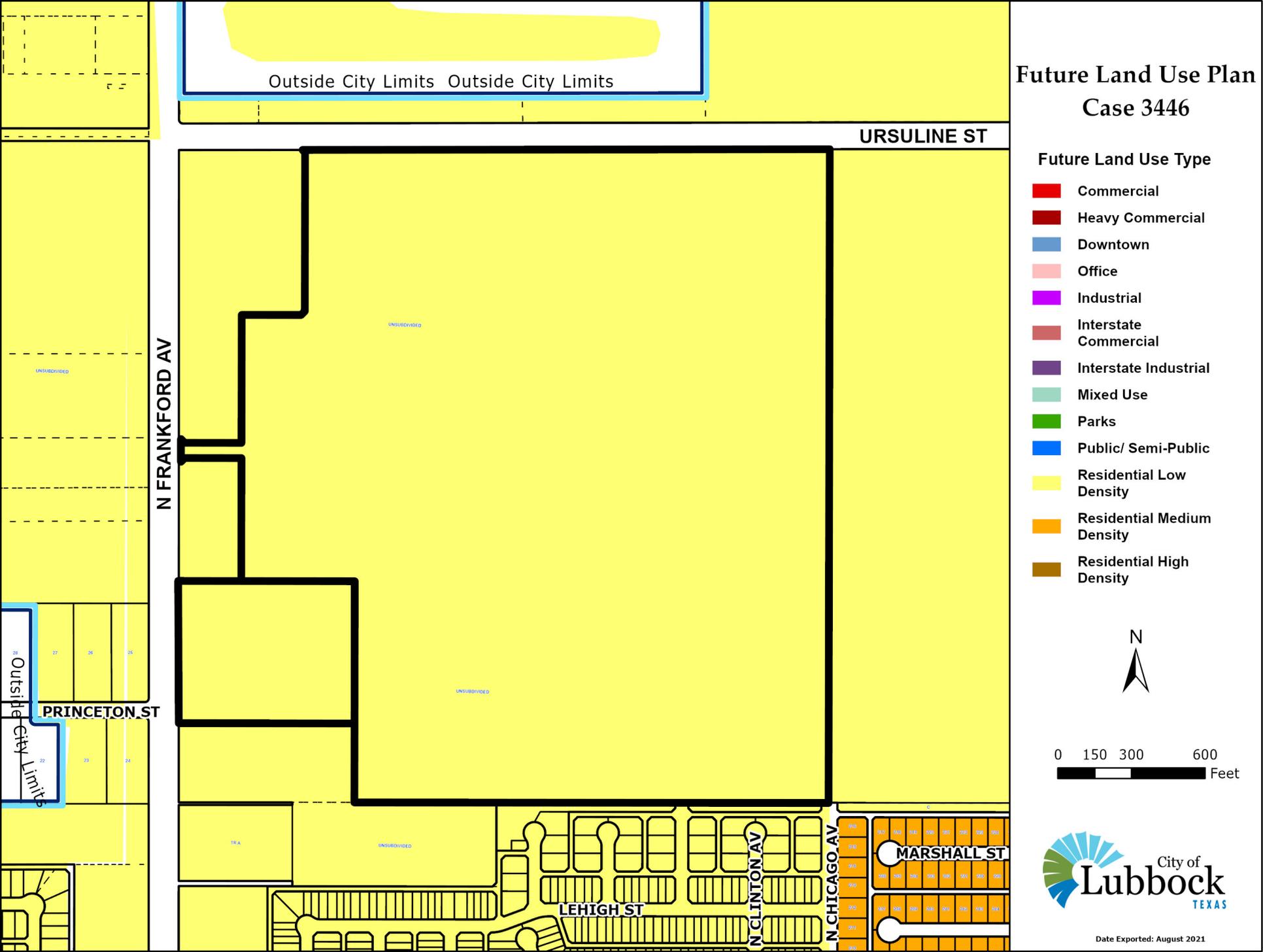
0 150 300 600 Feet



Future Land Use Plan Case 3446

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



Outside City Limits Outside City Limits

URSULINE ST

N FRANKFORD AV

PRINCETON ST

LEHIGH ST

N CLINTON AV

N CHICAGO AV

MARSHALL ST

Outside City Limits

3446



Subject property view to the east.



View to the south.



View to the west.



View to the north.



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

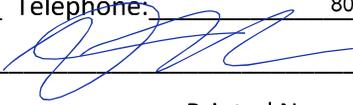
Project Information

Location or Address: A TOTAL OF 134.45 ACRES OF LAND AT THE SOUTHEAST CORNER OF THE INTERSECTION OF URSULINE STREET AND FRANKFORD AVE.
Lots/Tracts: NOT CURRENTLY PLATTED
Survey & Abstract: LOCATED IN SECTION 6, BLOCK JS
Metes and Bounds Attached: Yes No Total Acreage of Request: 134.45 TOTAL
Existing Land Use: _____ Existing Zoning: R-1
Requested Zoning: R-2 FOR 125.43 ACRES AND A-2 FOR 9.02 ACRES. (SEE SHEET 3)
If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: AMD ENGINEERING, LLC
Name: WILL STEPHENS
Address: 6515 68TH STREET, SUITE 300 City: LUBBOCK State: TX
ZIP Code: 79424 Telephone: 806-771-5976 Email: WSTEPHENS@AMDENG.COM
Applicant's Signature: 
Date: 07/29/2021 Printed Name: WILL STEPHENS

Owner Information

Firm Name: NWP EB-5 PROJECT LLC
Owner: MONT MCCLENDON - GENERAL COUNSEL/COO
Address: 1500 BROADWAY, SUITE 1500 City: LUBBOCK State: TX
ZIP Code: 79401 Telephone: 806.793.0703 Email: MONT.MCCLENDON@MCDOUGAL.COM
Property Owner's Signature: 
Date: 07/29/2021 Printed Name: MONT MCCLENDON

Preparer Information

Preparer's Signature 
Date: 07/29/2021 Printed Name: WILL STEPHENS

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
Request for zoning change from: _____ To: _____
Lots: _____ Blocks: _____
Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

SCAN
initial
PLEASE

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: 3446

In Favor

Opposed

Reasons and/or Comments:

Print Name: JORDAN WHEATLEY
Signature: [Handwritten Signature]
Address: 3913 114th ST, SUITE #7, LUBBOCK, TX
Address of Property Owned: R 331222
Phone Number: 806 781 7928
Email: JORDAN@JWLUBBOCK.COM

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3446**

In Favor

Opposed

Reasons and/or Comments:

No ~~Apartment~~ Apartment
Apartment; I have Farm
Land and Do Not Need Trash
Blowing up on my property &
Extra Residents walking across
my property

Print Name: Elizabeth Montalvo
Signature: Elizabeth Montalvo
Address: 10822 Rocky Trail
Address of Property Owned: BLK B 55 Sec. 11 5150' of Tract
Phone Number: 210-888-1348 A-3 A-1
Email: Lizmont39@hotmail.com Total-34

Zone Case Number: **3446**
MONTALVO, ELIZABETH H
10822 ROCKY TRL

R77301

Recipient 1 of 21

SAN ANTONIO

TX 78249-4131



Frank-Houd
& Ursilint



Regular City Council Meeting

8. 16.

Meeting Date: 10/12/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-00147, amending Chapter 40 “Zoning” of the City of Lubbock Code of Ordinances, amending Section 40.01.003 “Definitions” to add a definition for “Office/Warehouse”; amending Division 15 “C-3 General Retail District” to update General Provisions and Permitted Uses; and amending Section 40.03.2233 “C-4 Permitted Uses” to add “Office/Warehouse”, setting forth regulations for outside storage in the “Office/Warehouse” use.

Item Summary

On September 28, 2021, the City Council approved the first reading of the ordinance.

Recent zoning requests caused concerns among the City Council members regarding the lack of an adequate Office/Warehouse land use. Although the City is currently writing a Unified Development Code (UDC), an update to the City's Zoning Code and land use regulations, the Council requested that staff update the current zoning code to provide for this use as soon as possible. While working with the UDC Council Subcommittee on this item, staff identified additional land uses and requirements that are also in need of updates based on past concerns. They are as follows:

Section 40.01.003 Definitions, adding a definition for “Office/Warehouse;”
Division 15 C-3 General Retail District, updating General Provisions and Permitted Uses; and
Section 40.03.2233 C-4 Permitted Uses, adding “Office/Warehouse” and setting forth regulations for outside storage in the “Office/Warehouse” use.

The Planning and Zoning Commission heard this amendment on September 2, 2021, and recommended approval of the request, by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance Chapter 40 Amendment

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 40 "ZONING" OF THE CITY OF LUBBOCK CODE OF ORDINANCES, TO AMEND SECTION 40.01.003 "DEFINITIONS" TO ADD A DEFINITION FOR OFFICE/WAREHOUSE; AMEND DIVISION 15 "C-3 GENERAL RETAIL DISTRICT" TO UPDATE GENERAL PROVISIONS AND PERMITTED USES; AND AMEND SECTION 40.03.2233 "PERMITTED USES" TO ADD OFFICE/WAREHOUSE AND TO SET REGULATIONS FOR OUTSIDE STORAGE FOR OFFICE/WAREHOUSE; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING A CONSISTENCY IN APPLICATION CLAUSE, AND PROVIDING FOR PUBLICATION.

WHEREAS, the Planning and Zoning Commission of the City of Lubbock, Texas (the "Commission"), during its regular meeting on September 2, 2021, found that it is in the best interest of the citizens of Lubbock to amend Chapter 40 of the code of Ordinances of the City of Lubbock (the "Code") in order to update uses allowed in various zoning districts and create regulations for new uses; and

WHEREAS, the Commission recommends that the City Council of the City of Lubbock, Texas (the "Council") amend Chapter 40 of the City of Lubbock Code of ordinances as amended below; and

WHEREAS, the Council finds and determines that it is necessary and proper in the interest of the health, safety, and welfare of the citizens of the City of Lubbock to amend Chapter 40 of the City of Lubbock Code of Ordinances by amending said uses, **NOW THEREFORE,**

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

SECTION 1. THAT Section 40.01.003 of the Code of Ordinances of the City of Lubbock, Texas is hereby amended to insert the following definitions in alphabetical order and renumber the section accordingly as follows:

Office/Warehouse: A building used to store and maintain equipment and other materials customarily used in the trade carried on by a contractor and shall contain an office that shall be a minimum of 25% of the square footage of the building. Storage shall include, but is not limited to, building materials, contractor plant or storage yard (in compliance with the provisions of Section 40.03.2233), roofing contractor's shop, septic tank service, insulation applicator business, and refrigeration service. This definition excludes temporary contractor's storage associated with the site of an on-going construction project and stack lots.

SECTION 2. THAT Section 40.03.1632(b) of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

b) All business shall be conducted entirely within a building. Outside storage and/or display of any type, an accessory pass-out windows, and/or pickup and delivery to customers while still in their motor vehicles shall be prohibited, unless specifically authorized by the following Section.

SECTION 3. THAT Section 40.03.1633 of the Code of Ordinances of the City of Lubbock, Texas is hereby amended to insert the following permitted uses in alphabetical order and renumber the section accordingly as follows:

Hardware store. Outside display and/or storage shall be permitted. All outside storage of materials shall be screened by a six-foot solid screening fence of wood or masonry construction.

Home Improvement Center. Outside display and/or storage shall be permitted. All outside storage of materials shall be screened by a six-foot solid screening fence of wood or masonry construction. Additional buildings may be used for the warehousing of materials.

SECTION 4. THAT Section 40.03.2233 of the Code of Ordinances of the City of Lubbock, Texas is hereby amended to alphabetically add the permitted use of Office/Warehouse as follows and renumber the remainder of the section accordingly and to set forth the following regulations for Office/Warehouse:

Office/Warehouse. Outside storage shall be permitted only as indicated below.

- A. Outside storage is prohibited on a property that is adjoining any property zoned "T", "RR", "R-1", "R-1A", or "R-2";
- B. All outside storage of materials shall be screened by a six-foot solid screening fence of wood or masonry construction; and
- C. Outside storage shall be limited to an area no greater than 25% of the square footage of the building on the property.

SECTION 5. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two-Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 6. THAT should any paragraph, section, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 7. THAT the intent of this Ordinance is to apply consistent changes to any portion of the Code of Ordinances of the City of Lubbock that is or may be affected by the changes provided herein. This Ordinance is also intended to apply consistent changes to any Ordinance that has been approved by the City Council of the City of Lubbock that is or may be affected by the changes provided herein. If this Ordinance has omitted any portion of the Code of Ordinances or any other Ordinance that should otherwise be affected by the changes provided herein, such omission is inadvertent and unintentional, and, upon the effective date of this Ordinance, any such omitted portion of the Code of Ordinances or other Ordinance shall be interpreted in such a manner as to comply with the changes provided herein.

SECTION 8. THAT the City Secretary of the City of Lubbock, Texas, is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative means of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this ____ day of _____, 2021.

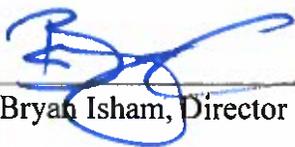
Passed by the City Council on second reading this ____ day of _____, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

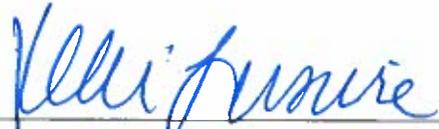
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Kelli Leisure", written over a horizontal line.

Kelli Leisure, Assistant City Attorney

ccdocrs//Ord. Amend. Ch40UsesRemainder
07.26.21



Regular City Council Meeting

8. 17.

Meeting Date: 10/12/2021

Information

Agenda Item

Resolution - Planning: Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provisions of the City of Lubbock Ordinance No. 2009-O0060, at 3314 4th Street, for an alcoholic beverage permit for Everest Mart.

Item Summary

Effective August 8, 2009, Ordinance No. 2009-O0060 amended Section 14.01.007 (Section 18-11), Alcoholic beverages - Sale near church, school or hospital, in Chapter 14, Offenses - Miscellaneous, of the City of Lubbock Code of Ordinances, related to businesses who obtain a permit from the Texas Alcoholic Beverage Commission (TABC) for the sale of alcohol. As part of the ordinance, the City Council adopted a standard which prohibits any business that is within 300 feet of any school, measured from property line to property line, from having a permit issued by TABC. The City Council may consider a variance to the 300-foot rule as set forth in the Texas Alcoholic Beverage Code.

The request for a variance is from Everest Mart, located at 3314 4th Street, which is within 300 feet of a public school, Texas Tech University. Chancellor Tedd Mitchell has been notified in writing of this request. This location previously approved a variance for a wine and beer retailer's off-premise permit in 2009.

A request for a new permit for off-premise alcohol sales at this location is now pending, and requires a separation variance request. The City Council has wide discretion in considering whether to grant a variance. The following may be considered by the City Council (as noted by the State of Texas statute providing for the variance process):

- 1) The enforcement of the regulation in a particular instance is not in the best interest of the public;
- 2) The regulation constitutes waste or inefficient use of land or other resources;
- 3) The regulation creates an undue hardship on the applicant, does not serve its intended purpose or is not effective or necessary;
- 4) The variance may be granted for any other reason, after consideration of the health, safety and welfare of the public and the equity of the situation, if the governing body finds it to be in the best interest of the community.

Fiscal Impact

None

Staff/Board Recommending

Jessica McEachern, Assistant City Manager

Resolution - Everest Mart

Applicant Letter - Everest Mart

Map - Everest Mart

Zoning Certificate - Everest Mart

TABC Pre-Qualification Packet - Everest Mart

2009 Resolution - Everest Mart

RESOLUTION

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

THAT the City Council, as the governing board of the City of Lubbock, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines herein that it is in the best interest of the community to approve and grant a variance, and hereby grants a variance, from the applicable provisions of City of Lubbock Ordinance No. 2009-00060 at the following location: **Everest Mart, 3314 4th Street**, Lubbock, Texas. This variance shall remain in effect for so long as: 1) a **Package Store Permit [P]**, 2) **Beer Retailer's Off-Premise Permit [BF]**, 3) **Wine Only Package Store Permit, [Q]**, 4) **Wine and Beer Retailer's Off-Premise Permit [BQ]** or 5) a subsequent like use, if any, are in effect at the above-referenced location.

Passed by the City Council this _____ day of _____, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

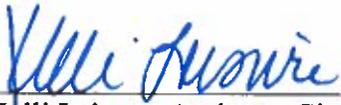
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning & Zoning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

Kristen Sager

From: Chandra Shrestha <mankamana2012@yahoo.com>
Sent: Monday, September 20, 2021 1:11 PM
To: Kristen Sager
Cc: Everest Mart
Subject: TABC - Package Store - DBA Everest Mart (Company - Everest Mankamana Holdings LLC) located at 3314 4th St, Lubbock, TX 79415

WARNING: This message was sent from outside the City of Lubbock's email system.

It could contain harmful attachments or links to harmful web pages.

Hi
Good Morning

I would like to thank for verification of my TABC application for Store Package for above mentioned address from Lubbock city office. In this connection I would like to inform you that in this location I have already holding TABC permit / License (Q 1004729 & BF 1004730 expire on 1/1/2022), meanwhile I am going to change to Store Package. So I would like to apply for P & BF permit/ license. Please help me or give your guidance in this matter highly appreciable.

I hope you will do the needful and oblige. If you have any query please feel free to contact me 24/7

Yours truly

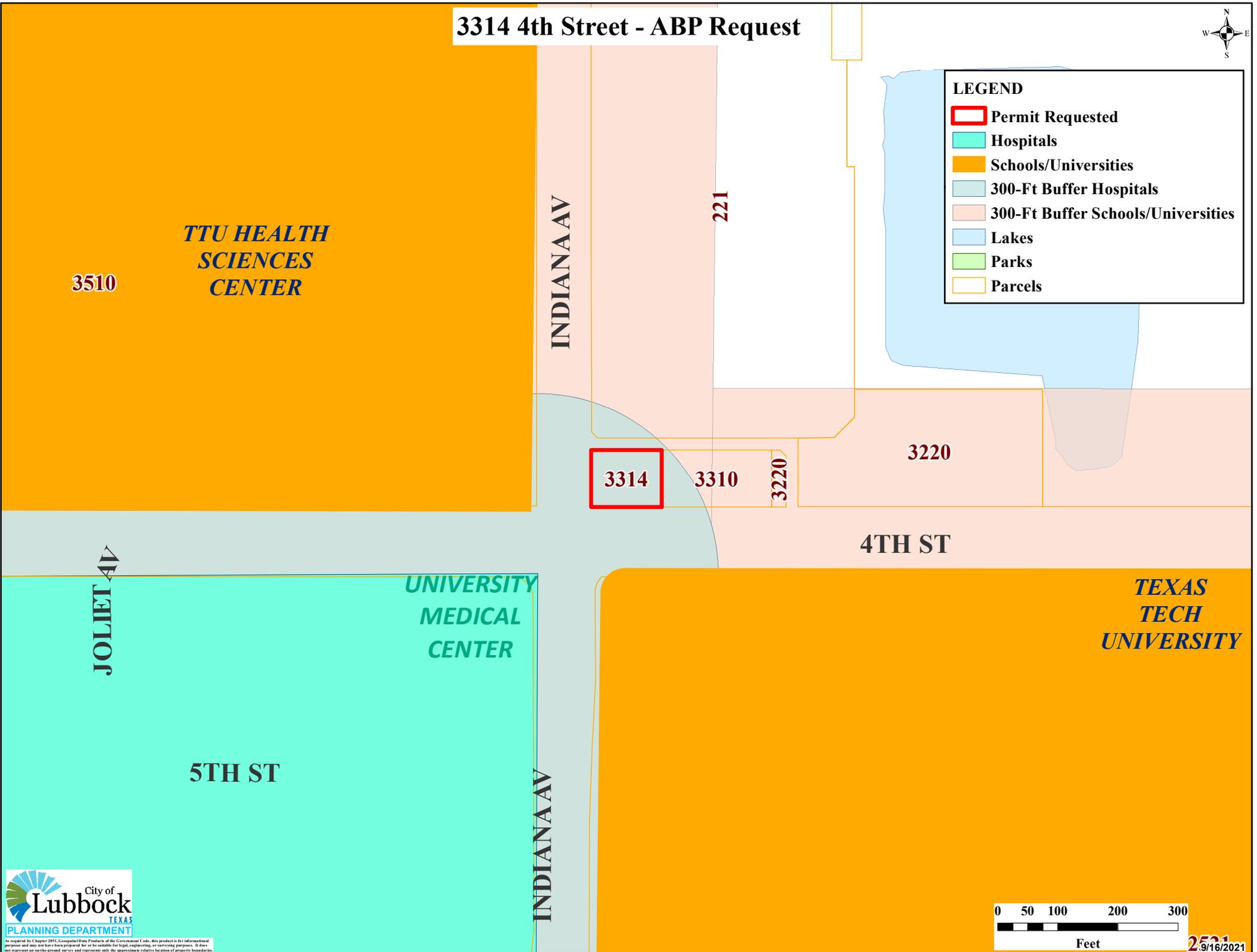
Chandra K Shrestha
Everest Mankaman Holdings LLC
dba EVEREST MART
3314 4th st
Lubbock,
TEXAS 79415
Ph# 806 224 3288

3314 4th Street - ABP Request

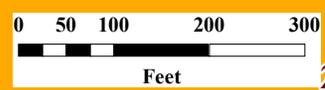


LEGEND

- Permit Requested
- Hospitals
- Schools/Universities
- 300-Ft Buffer Hospitals
- 300-Ft Buffer Schools/Universities
- Lakes
- Parks
- Parcels



As required by Chapter 201, Subchapter D, Article 1, Section 101 of the Government Code, this product is for informational purposes only 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.



2531
9/16/2021



Lubbock Planning Department
 PO Box 2000 / 1314 Avenue K
 Lubbock, TX 79457
ZONING CERTIFICATE

Business Information

Local Contact: Chandra K Shrestha Local Contact Phone No.: 806 224 3288
 Name of Business: Everest Mart
 Address: 3314 4th ST City: LUBBOCK State: TX Zip: 79415
 Telephone: 806 368 7570 Email: Mankamana 2012 @ yahoo.com

On Premise Consumption:

Type of Business:

- Restaurant
- Nightclub/Bar/Lounge
- Dance Hall
- Sports Grill
- Hotel/Arena/Civic Center
- Sexually Oriented Business
- Other (describe) _____

Permit(s) Requested (Check all that apply):

- Mixed Beverage (MB)
- Mixed Beverage Late Hours (LB)
- Beverage Cartage (PE)
- Food & Beverage Cert. (FB)
- Wine and Beer Retailer's (BG)
- Private Club Beer & Wine (NB)
- Private Club Late Hours (NL)
- Beer Retailer's On-Premise (BE)
- Retail Dealer's On-Premise Late Hours (BL)
- Private Club
- Catering (CB)
- Other (describe) _____
- Mixed Bev. Restaurant w/Food and Beverage (RM)

Off Premise Consumption:

Type of Business:

- Grocery/Convenience Store
- Drug Store
- Package Store
- Other (describe) _____

Permit(s) Requested (Check all that apply):

- Beer Retailer's Off-Premise (BF)
- Package Store (P)
- Wine and Beer Retailer's Off-Premise (BQ)
- Wine Only Package Store (Q)
- Local Distributor (LP)
- Local Cartage Transfer Permit (ET)
- Package Store Tasting (PS)
- Other (describe) _____

Property Owner Information

Name: EVEREST MANKAMANA HOLDINGS LLC
 Address: 7302 KIRBY AVE City: LUBBOCK State: TX Zip: 79424

Business Owner Information

Name: _____
 Address: _____ City: _____ State: _____ Zip: _____

Applicant Information

Name: CHANDRA K SHRESTHA
 Address: 7302 KIRBY AVE City: LUBBOCK State: TX Zip: 79424
 Interest in Business/Authority to Make Application: _____

If you have any questions pertaining to the City of Lubbock's Zoning Certificate, please contact:

City of Lubbock Planning Department Phone: (806) 775 - 2108 E-mail: cityplanning@mylubbock.us
 City of Lubbock City Secretary's Office Phone: (806) 775 - 2061 E-mail: ocs@mylubbock.us



Planning and Zoning Information

Gross Sq. Footage of Bldg.: 2150 Zoning: _____ Sales Tax No.: 320621 19063
 Parking Ratio: _____ Spaces Req. _____ Spaces Provided: _____

Separation Information

Is a Church or Hospital located within 300 feet of your establishment (door to door)? Yes No
 Is a School (Public or Private), day care, or child care facility located within
 300 feet of your establishment (property line to property line)? Yes No

Additional Information

No. of Game Machines: _____ Dance Floor Yes No
 Dance Floor Size: _____ Live Entertainment Yes No
 Z.B.A. Variance: _____ Case No.: _____
 _____ Case No.: _____

Comments: _____

Applicant Signature

I hereby certify that I have read and fully understand the zoning restrictions and ordinances applicable to this property and that all information contained herein is true and correct. I further understand that this certificate is issued subject to all applicable regulations of the City of Lubbock and the violation of any of these regulations may result in my being ordered to cease the violation or vacate the premises, as well as the revocation of this certificate. I understand that if licensed as a restaurant, this certificate only permits me to operate a restaurant with the incidental right to sell alcoholic beverages, and I certify that is my intent and purpose in acquiring this certificate.

Signature:  Date: 9/17/2021

Planning Department Signature

Distance Map Created? Yes No
 Distance Map Attached? Yes No
 Alcohol Variance Required? Yes No

If so, Resolution No.: _____

I hereby certify that to the best of my knowledge, this request currently complies with all applicable zoning regulations of the City of Lubbock.

Signature: _____ Date: _____

If you have any questions pertaining to the City of Lubbock's Zoning Certificate, please contact:

City of Lubbock Planning Department Phone: (806) 775 - 2108 E-mail: cityplanning@mylubbock.us
 City of Lubbock City Secretary's Office Phone: (806) 775 - 2061 E-mail: ocs@mylubbock.us



TEXAS ALCOHOLIC BEVERAGE COMMISSION

Texans Helping Businesses & Protecting Communities

OFF-PREMISE PREQUALIFICATION PACKET

L-OFF (2/2021)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13
All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. www.tabc.texas.gov/laws/code_and_rules.asp

LOCATION INFORMATION

1. Application for: Original
 Reinstatement Reinstatement and Change of Trade Name License/Permit Number _____
 Change of Location Change of Location and Trade Name License/Permit Number _____

2. Type of Off-Premise License/Permit
 BQ Wine and Beer Retailer's Off-Premise Permit LP Local Distributor's Permit
 BF Beer Retail Dealer's Off-Premise License E Local Cartage Permit
 P Package Store Permit ET Local Cartage Transfer Permit
 Q Wine Only Package Store Permit PS Package Store Tasting Permit

3. Indicate Primary Business at this Location
 Grocery/Market Convenience Store without Gas
 Liquor Store Miscellaneous _____
 Convenience Store with Gas

4. Trade Name of Location (Name of store, business, etc.)
EVEREST MART

5. Location Address
3314 4th STREET

City LUBBOCK	County LUBBOCK	State TX	Zip Code 79415
6. Mailing Address		City	State Zip Code

7. Business Phone No. **806 368 - 7570** Alternate Phone No. **806 224 3288** E-mail Address **Mankamana2012@yahoo.com**

OWNER INFORMATION

8. Type of Owner
 Individual Corporation City/County/University
 Partnership Limited Liability Company Other _____
 Limited Partnership Joint Venture
 Limited Liability Partnership Trust

9. Owner of Business /Applicant (Name of Corporation, LLC, etc.)
EVEREST MANKAMANA HOLDINGS LLC

PRIMARY CONTACT PERSON

The primary contact person should be a person who can answer questions TABC may have about the application. The contact phone and email are mandatory and must be active and updated regularly. If additional information is needed, it will be requested from this contact person. Delays in responding to requests may delay the processing and approval of your permit/license.

10. Contact Person: **CHANDRA K SHRESTHA** Relation to Business: **CEO**
Phone (mandatory): **806 224 3288** Email (mandatory): **Mankamana2012@yahoo.com**

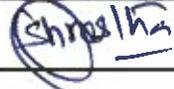
TABC DATESTAMP

11. Is the applicant, a veteran-owned business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
12. Is the applicant, a Historically Underutilized Business (HUB)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
13. As indicated on the chart, enter the individuals that pertain to your business type: (For additional space, use Form L-OIC)			
Individual/Individual Owner		<input checked="" type="checkbox"/> Limited Liability Company/All Officers or Managers	
Partnership/All Partners		Joint Venture/Venturers	
Limited Partnership/All General Partners		Trust/Trustee(s)	
Corporation/All Officers		City, County, University/Official	
Last Name	First Name	MI	Title
SHRESTHA	CHANDRA	K	CEO
Last Name	First Name	MI	Title
MUL	SHIVA		MANAGER
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
MEASUREMENT INFORMATION Section 109.31 et. seq.			
14. Will your business be located within 300 feet of a church or public hospital? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
NOTE: For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.			
15. Will your business be located within 300 feet of any private/public school? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
NOTE: For private/public schools measure in a direct line from the nearest property line of the school to the nearest property line of the place of business, and in a direct line across intersections.			
NOTE: If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.			
16. Will your business be located within 1,000 feet of a private school? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
17. Will your business be located within 1,000 feet of a public school? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
PACKAGE STORE ACQUISITIONS ONLY			
18. Has the business being acquired been in operation in the same county for more than one year before the acquisition? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, provide permit number for existing package store: <u>BF 100 4730 / Q-1004729</u>			
If No, this does not qualify as an acquisition, and will be considered a new location.			
ALL APPLICANTS			
19. CHECK HERE IF NOT IN CITY LIMITS <input type="checkbox"/>			
I, the applicant, have confirmed the location is not located within city limits, therefore city certifications are not required.			
COMPLETE THE FOLLOWING CHECKLIST BEFORE SUBMITTING YOUR APPLICATION			
Per Sec. 102.01, a tied house is defined as any overlapping ownership between those engaged in the alcoholic beverage industry at different levels of the three-tier system. No person having an interest in a permit issued by TABC may secure or hold, directly or indirectly, an ownership interest in a business on a different level.			
All required forms have been completed.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
I have reviewed all forms to ensure they are complete.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
I have obtained all required local and state certifications (pages 3-4).		<input type="checkbox"/> Yes <input type="checkbox"/> No	
All application packets have been notarized.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Phone numbers and email address for Contact Person are up to date.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
All additional documentation as required by the application packets is attached		<input type="checkbox"/> Yes <input type="checkbox"/> No	
If required, out of state criminal history checks are attached (PHS #7).		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Certification of publication in local newspaper has been completed (page 5).		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
A copy of the newspaper publication is attached (page 5).		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

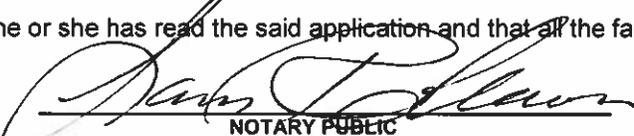
WARNING AND SIGNATURE

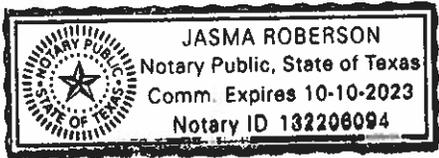
If Applicant Is/Must Sign	
Individual/Individual Owner	Corporation/Officer
Partnership/Partner	Limited Liability Company/ Officer or Manager
Limited Partnership/General Partner	

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who knowingly makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."
BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT NAME CHANDRA K SHRESTHA SIGN HERE 

TITLE _____
 Before me, the undersigned authority, on this 9th day of September, 2021, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE 
 NOTARY PUBLIC



SEAL

CERTIFICATE OF CITY SECRETARY FOR P, Q, BF & BQ

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

OR

I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN HERE _____, TEXAS
 City Secretary/Clerk City

SEAL

CERTIFICATE OF COUNTY CLERK FOR P, Q & BF

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the county clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by order.

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

OR

I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN HERE _____ COUNTY
 County Clerk

SEAL

CERTIFICATE OF COUNTY CLERK FOR BQ

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the county clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by order.

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought as the place of business is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court for a Wine and Beer Retailer's Off-Premise Permit.

Most current election for given location was held for:

- legal sale of all alcoholic beverages for off-premise consumption
- legal sale of all alcoholic beverages
- legal sale of all alcoholic beverages except mixed beverages
- legal sale of all alcoholic beverages including mixed beverages
- legal sale of mixed beverages
- legal sale of mixed beverages in restaurants by food and beverage certificate holders
- legal sale of wine on the premises of a holder of a winery permit
- legal sale of beer/wine (17%) on-premise or beer/wine off-premise **AFTER** Sept. 1, 1999
- legal sale of beer/wine (14%) on-premise or beer/wine off-premise **BEFORE** Sept. 1, 1999

OR

I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN

HERE _____

County Clerk

_____ COUNTY

S E A L

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE

Sections 11.46(b) & 61.42(b)

This is to certify on this 10th day of September, 20 21, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number 32062119063 Outlet Number 00003

Print Name of Comptroller Employee Jennifer Casale

Print Title of Comptroller Employee Tax Compliance Officer

SIGN

HERE _____

FIELD OFFICE Lubbock

S E A L

PUBLISHER'S AFFIDAVIT (FOR BQ, BF, P & Q)

Sections 11.39 & 61.38

Name of newspaper		ATTACH PRINTED COPY OF THE NOTICE HERE Hover over to see example
City, County		
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)		
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown.</i>		
Signature of publisher or designee		
Sworn to and subscribed before me on this date		
Signature of Notary Public		
SEAL		

RESOLUTION

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

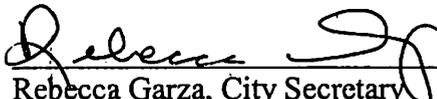
THAT the City Council, as the governing board of the City of Lubbock, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines herein that it is in the best interest of the community to approve and grant a variance, and hereby grants a variance, from the applicable provisions of City of Lubbock Ordinance No. 2009-O0060 at the following location: **Joe's Mart, 3314 4th Street, Lubbock, Texas.** This variance shall remain in effect for so long as: 1) a **Wine and Beer Retailer's Off-Premise Permit [BQ]**, and 2) a subsequent like use, if any, are in effect at the above-referenced location.

Passed by the City Council this 27th day of August, 2009.



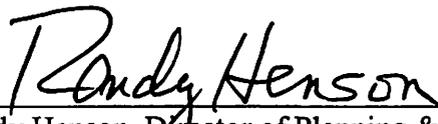
TOM MARTIN, MAYOR

ATTEST:



Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Randy Henson, Director of Planning & Zoning

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney



Regular City Council Meeting

8. 18.

Meeting Date: 10/12/2021

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving the method of assessment classification for the Northwest Passage Public Improvement District, and calling for a public hearing on October 26, 2021.

Item Summary

Following a public hearing at a Regular City Council Meeting on September 14, 2021, the City Council approved the creation resolution establishing the Northwest Passage Public Improvement District (PID). The creation resolution was recorded with the Lubbock County Clerk's office on September 21, 2021, as required by state statute.

The next step in the PID establishment process is to consider a resolution approving the classification(s) regarding the method of assessment and to call a public hearing to consider an ordinance to levy the assessment. All properties are identified as one classification with the method of assessment being based on assessed values. A proposed list of property owners, addresses, valuations, assessment rates, and assessments will be made available for review by the public in the City Secretary's office after October 26, 2021.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution

RESOLUTION

WHEREAS, through Resolution 2021-R0363 the City Council of the City of Lubbock (the "Council") has authorized the creation of the Northwest Passage Public Improvement District (the "PID") pursuant to Chapter 372 of the Texas Local Government Code (the "Code"); and

WHEREAS, the Code requires the Council to review and approve an ongoing Service Plan (the "Plan") for the PID, with such Plan covering a period of at least five (5) years, defining the annual indebtedness, projecting the costs for improvements in the PID, and including an assessment plan for the PID; and

WHEREAS, the Code requires the Council to prepare a proposed assessment roll (the "Roll") stating the assessment against each parcel of land in the PID, with such Roll to be filed with the municipal secretary and being made available for public inspection; and

WHEREAS, based on the Roll, the Code requires the Council to apportion the cost of improvements and services to be assessed against the property within the PID on the basis of special benefits accruing to such property because of said improvements or services and to establish the methods for the assessment of the special benefits among the various classes of property within the PID; and

WHEREAS, the Code requires the Council to hold a public hearing to consider the proposed apportionment and assessment for the PID, and for the Council to require that notice of the public hearing is published in a newspaper of general circulation within the City of Lubbock, and that notice of the public hearing is mailed to owners of property liable for assessment within the PID; and **NOW, THEREFORE:**

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

SECTION 1: THAT city staff is hereby directed to prepare a Service Plan for the Northwest Passage Public Improvement District, with such Service Plan covering a period of at least five (5) years, defining the annual indebtedness, projecting the costs for improvements in the Northwest Passage Public Improvement District, and including an assessment plan for the Northwest Passage Public Improvement District.

SECTION 2: THAT city staff is hereby directed to prepare a proposed assessment roll for the Northwest Passage Public Improvement District stating the assessment against each parcel of land in the Northwest Passage Public Improvement District, with such proposed assessment roll to be filed with the municipal secretary and being made available for public inspection.

SECTION 3: THAT a public hearing is hereby scheduled at five in the evening (5:00 PM), Tuesday, October 26, 2021, in the City Council Chambers, 1314 Avenue K, Lubbock, Texas, to consider the proposed apportionment and assessment for the Northwest Passage Public Improvement District.

SECTION 4: THAT the notice of the aforementioned public hearing shall be published in a newspaper of general circulation in the city before the tenth (10th) day before the date of the public hearing as required by Chapter 372 of the Texas Local Government Code, with such notice containing the date, time, and place of the public hearing; the general nature of the improvements and services; the cost of the improvements and services; the boundaries of the assessment district; and, a statement that written or oral objections will be considered at the public hearing.

SECTION 5: THAT when the proposed assessment roll is filed with the municipal secretary, city staff is hereby directed to mail to the last known address of each property owner liable for assessment (as reflected on the tax rolls) a notice of the public hearing containing, at a minimum, the information contained in the published notice.

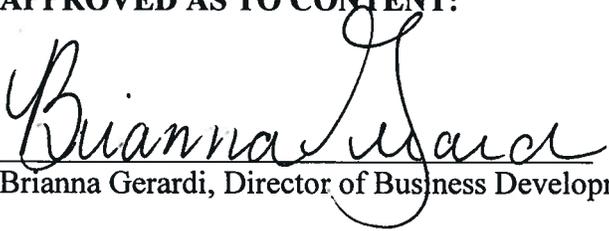
Passed by the City Council on _____, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Brianna Gerardi, Director of Business Development

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney