City of Lubbock, Texas
Regular City Council Meeting
May 24, 2022

Tray Payne, Mayor
Steve Massengale, Mayor Pro Tem, District 4
Christy Martinez-Garcia, Councilwoman, District 1
Shelia Patterson Harris, Councilwoman, District 2
Mark W. McBrayer, Councilman, District 3
Dr. Jennifer Wilson, Councilwoman, District 5
Latrelle 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

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

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

2:00 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 Item 2.1 on the Work Session Agenda, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on May 24, 2022. Citizen Comments provide 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. Council Strategic Planning Discussion:
Council Orientation
Unified Development Code
Discuss timeline, process and requirements for a possible bond election in November 2022 for road and street improvements

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. Chapter 38, Lubbock Code of Ordinances

3. 1. 2. Chapter 21, Texas Property Code

3. 1. 3. Lot 305-A, Midway Park Addition

3. 1. 4. Canyon Park, Block 1 and Block 2

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. Loop 88 Land Acquisition

3. 2. 2. Texas Park and Wildlife Department - Park Land Dedication

3. 2. 3. 4.2542 acres in Block AC, Section 30, being more commonly known as 6601 Upland Avenue

3. 2. 4. Canyon Park, Block 1 and Block 2

3. 2. 5. Lake 7

3. 2. 6. 4.67 acres in Block B, Section 2, Abstract 659, RRC, and 4.54 acres in Block B, Section 3, Abstract 95, RRC

3. 2. 7. A portion of 8 acres in Block B, Section 5, Abstract 96

3. 2. 8. Lot 305-A, Midway Park Addition

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. City of Lubbock Designated 2021 Tree City USA

4. 4. **Board Recognitions:**

Audit & Investment Committee
Edwin Schulz

Keep Lubbock Beautiful Advisory Committee
Kim Davis

Lake Alan Henry Board of Appeals
Shannon Hansen
Kristyn Sorensen

Libraries Board
James Brian Beauchamp

Public Transit Advisory Board
Naomi Couture

Veterans Advisory Committee
Aaron Johnson

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 May 24, 2022. Citizen Comments provide 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. April 26, 2022 Regular City Council Meeting
April 27, 2022 Special City Council Meeting - Coffee with the Mayor

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 Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2022-O0079, Amendment 26, amending the FY 2021-22 Budget for municipal purposes respecting Civil Service Positions; providing for filing; and providing for a savings clause.

7. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 27, amending the FY 2021-22 Budget for municipal purposes respecting General Fund Fees; providing for filing; and providing for a savings clause.

7. 3. **Budget Ordinance Amendment 1st Reading - Finance**: Consider Budget Ordinance Amendment 28, amending the FY 2021-22 budget for municipal purposes respecting the General Fund, Water/Wastewater Fund, Storm Water Fund, and the Fleet Capital Fund to appropriate funding for Capital Improvement Project 92769, FY 2022-23 Pre-Purchase Vehicles; providing for filing; and providing for a savings clause.

7. 3. 1. **Resolution - Fleet:** Consider a resolution authorizing the City Manager to purchase vehicles and equipment for Fiscal Year 2022-23.

7. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 29, amending the FY 2021-22 budget for municipal purposes respecting The Streets Capital Fund to appropriate additional funding for Capital Improvement Project 92697, Street Maintenance Program; providing for filing; and providing for a savings clause.

7. 5. **Ordinance 1st Reading - Finance:** Consider an ordinance of the City of Lubbock, Texas, granting to West Texas Gas, LLC, the franchise and rights to conduct natural gas operations within the municipal boundaries of the City of Lubbock.

7. 6. **Resolution - Wastewater:** Consider a resolution authorizing the Mayor to execute Contract 16453, with STP Well Service, for monitor well maintenance and repair services, for the Lubbock Land Application Site and the Hancock Land Application Site.

7. 7. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute an amendment to Community Development Funding Contract 16033, and all related documents, through the Emergency Solutions Grant Coronavirus Aid, Relief and Economic Security Act CARES (ESG-CV) administered by the U.S. Department of Housing & Urban Development (HUD), with Paul's Project of Lubbock, to provide services to qualified low to moderate income persons and families experiencing

homelessness.

7. 8. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute an amendment to Community Development Funding Contract 16059, and all related documents, through the Emergency Solutions Grant Coronavirus Aid, Relief and Economic Security Act CARES (ESG-CV) administered by the U.S. Department of Housing & Urban Development (HUD), with the Salvation Army of Lubbock, to provide services to qualified low to moderate income persons and families experiencing homelessness.

7. 9. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Contract 16447, with Tommy Klein Construction, Inc., to construct a Federal Inspection Service Facility at the Lubbock Preston Smith International Airport.

7. 10. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31066317, per BuyBoard Contract 601-19, with Grapevine Dodge Chrysler Jeep Ram, for the purchase of five 1/2-ton, Extended Cab, 4x4 Pickup Trucks for Codes Administration, Water-Industrial Monitoring, and Stormwater Utility Departments, and one 1/2-ton Extended Cab 4x2 Pickup for the Building Safety Department.

7. 11. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute Purchase Order 10025317 and Purchase Order 10025319 per BuyBoard Contract 592-19, with Child's Play, Inc., for playground replacement at Stumpy Hamilton Park located at 22nd Street and Ave X, and Washington Park located at East 22nd Street and Cedar Avenue.

7. 12. **Resolution - City Manager:** Consider a resolution approving American Rescue Plan Act (ARPA) Agreement No. 16518, by and between the City of Lubbock, and Texas Tech University Health Sciences Center, for healthcare training scholarships.

8. **Regular Agenda**

8. 1. **Board Appointments - City Secretary:** Consider appointments of City Council members to the South Plains Association of Governments (SPAG) Board.

8. 2. **Board Appointments - City Secretary:** Consider appointments to the Ports-to-Plains Trade Corridor Coalition Board.

8. 3. **Board Appointments - City Secretary:** Consider appointments to the Transportation Policy Committee of the Lubbock Metropolitan Planning Organization (LMPO).

8. 4. **Resolution - City Council:** Take nominations and consider a resolution electing a Mayor Pro Tem.

8. 5. **Public Hearing - Planning (District 1):** Consider a request for Zone Case 2904-K, a request of Casey Sherwood for Jackie Mize, for a zone change from Interstate Highway Commercial District (IHC) to Family Apartment District (A-1) at 408 Avenue T, located south of Marsha Sharp Freeway and west of Avenue T, Overton Addition, Block 34, the south 75 feet of Lots 1-5 less the northwest corner of Lot 5, and consider an ordinance.

8. 6. **Public Hearing - Planning (District 1):** Consider a request for Zone Case 3145-I, a request of Deaco Group for Highwell Real Estate, for a zone change from Central Business District, Civic Center (CB-5) to Commercial District (C-4), at 1711 Marsha Sharp Freeway, Overton Addition, Block 106, Lots 14-15 and the south part of Lot 16, and consider an ordinance.

8. 7. **Public Hearing - Planning (District 1):** Consider a request for Zone Case 3286-A, a request of Leslie Rhodes for Church on the Rock, for a zone change from High-Density Apartment District (A-2) and Interstate Highway Commercial District (IHC) to Commercial District (C-4) with a Specific Use for prisons, jails, detention facilities, restitution centers, halfway houses for early release programs from prison, or community-based residential centers certified by the Texas Board of Pardons and Paroles, per Section 40.03.3103 (b), at 3003 Avenue J, located east of Avenue J and south of 30th Street, Hufstedler Addition, Block 2, and the west 234 feet of Block 1, and consider an ordinance.

8. 8. **Public Hearing - Planning (District 3):** Consider a request for Zone Case 2418-B, a request of Quorum Shopping Center, for a zone change from Restricted Local Retail District (C-2A) Specific Use for a game room to Local Retail District (C-2), at 5102 60th Street, Piedmont Addition, Tract B, and consider an ordinance.

8. 9. **Public Hearing - Planning (District 3):** Consider a request for Zone Case 1511-L, a request of Williams and Company Real Estate for Great Minds Enterprises, Inc., for a zone change from Restricted Local Retail District (C-2A) to Local Retail District (C-2), at 4926 50th Street, located north of 50th Street and west of Utica Avenue, Kuykendall Heights Addition, Lot 526 and the east 41 feet of Lot 527, and consider an ordinance.

8. 10. **Public Hearing - Planning (District 4):** Consider a request for Zone Case 1876-A, a request of Wheelhouse Development for WH LBK Lots, LP, for a zone change from Local Retail District (C-2) to General Retail District (C-3), at 8101 Indiana Avenue, Melonie Gardens Addition, Tract A, and consider an ordinance.

8. 11. **Public Hearing - Planning (District 4):** Consider a request for Zone Case 3257-N, a request of Hugo Reed and Associates, Inc. for 1585 Rocket Partners LLC & 1585 Development LLC, for a zone change from Apartment-Medical District (AM) to Local Retail District (C-2), generally located south of 135th Street and east of Indiana Avenue, on 6.4 acres of unplatted land out of Block AK, Section 1, and consider an ordinance.

8. 12. **Public Hearing - Planning (District 5):** Consider a request for Zone Case 2916-D, a request of Centerline Engineering & Consulting, LLC for 3R & P Holdings, LLC, for a zone change from Interstate Highway Industrial District (IHI) to Family Apartment District (A-1), generally located east of Wausau Avenue and south of 82nd Street, on 9.68 acres of unplatted land out of Block AK, Section 26, and consider an ordinance.

8. 13. **Public Hearing - Planning (District 6):** Consider a request for Zone Case 2538-CC, a request of Kip Ledgerwood, for a zone change from Single-Family District (R-1) to Commercial District (C-4), at 7419 19th Street, located west of Upland Avenue and south of 19th Street, on 2.52 acres of unplatted land out of Block AK, Section 42, and consider an ordinance.

8. 14. **Public Hearing - Planning (District 6):** Consider a request for Zone Case 3461-A, a request of Viniro Holdings, LLC, for a zone change from Single Family District (R-1) to Garden Office District (GO), at 5503 19th Street, located west of Chicago Avenue and south of 18th Street, Clear Sky Addition, Lot 1, and consider an ordinance.

8. 15. **Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provision of the City of Lubbock Ordinance No. 2009-O0060, at 1915 19th Street, for an alcoholic beverage permit for End Zone #4.

8. 16. **Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provision of the City of Lubbock Ordinance No. 2009-O0060, at 3131 34th Street, for an alcoholic beverage permit for Vizo's African Bar and Restaurant.

Information

Agenda Item

Board Recognitions:

Audit & Investment Committee
Edwin Schulz

Keep Lubbock Beautiful Advisory Committee
Kim Davis

Lake Alan Henry Board of Appeals
Shannon Hansen
Kristyn Sorensen

Libraries Board
James Brian Beauchamp

Public Transit Advisory Board
Naomi Couture

Veterans Advisory Committee
Aaron Johnson

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.

AI# 10732
Regular City Council Meeting **6. 1.**
05/24/2022:

Information

Agenda Item

April 26, 2022 Regular City Council Meeting
April 27, 2022 Special City Council Meeting - Coffee with the Mayor

Item Summary

April 26, 2022 Regular City Council Meeting
April 27, 2022 Special City Council Meeting - Coffee with the Mayor

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

4.26.2022
4.27.2022 S Coffee with the Mayor

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
April 26, 2022
1:30 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 26th of April, 2022, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 1:30 p.m.

1:36 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 Juan A. Chadis; 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

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

- *Citizen Comments 1; 2.1-2.2; Executive Session; 4.1-4.3.2; Citizen Comments 5; 6.1; 7.1-7.3; 7.5-7.16; 7.19-7.26; 7.29-7.35; 7.37-7.42; 7.44-7.57; 7.4; 7.17-7.18; 7.27-7.28; 7.36; 7.43; 8.1-8.11.*
- *Item No.'s 7.36 & 8.9 were amended.*

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 2.2 on the Work Session Agenda, shall complete the sign-up form provided at the meeting, no later than 1:30 p.m. on April 26, 2022. Citizen Comments provide 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.

Sign ups:

- Tyler Moore and Wendy Flett appeared before City Council to speak in support of pickleball courts under item 2.2 (Continuing American Rescue Plan Act [ARPA] Discussion).

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

2. 1. Comprehensive Downtown Parking Study

Brianna Gerardi, director of business development; and Benjamin Sands, with WGI, Inc., gave a presentation on the Comprehensive Downtown Parking Study and answered questions from City Council. Topics discussed included: project history; community input results; occupancy observations; study workflow; downtown parking districts; and key recommendations included in the proposed Downtown Parking Master Plan, including consolidated parking management, improvement of wayfinding and branding, shared parking, enhancements of the pedestrian realm, curb management, adjustment of current parking policies, enforcement strategies, Downtown Parking Task Force implementation, event parking planning, right size parking plans, and the implementation time frame for the key recommendations.

2. 2. Continuing American Rescue Plan Act (ARPA) Discussion

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

Bill Howerton, deputy city manager; Brooke Witcher, assistant city manager; and Erik Rejino, assistant city manager, gave a presentation and answered questions from City Council on the affordable housing project, small business relief program, non-profit assistance program, art business grant program, independent artist grant program, and job training programs.

Colby VanGundy, director of parks and recreation, gave a presentation on proposed ARPA funded projects related to parks and recreation and answered questions from City Council. Topics discussed included: walking trails, playgrounds and amenities, cattail cleanup in the Canyon Lakes system, pickleball courts, the proposed new parking lot at Mae Simmons Park, the proposed Canyon Lake #6 restroom, Tom Martin Youth Sports Complex lighting improvements, and the renovation/replacement of various park restroom facilities throughout the community. Mr. Atkinson gave comments on the proposed parks and recreation projects and answered questions from City Council.

Mr. Atkinson gave a presentation on American Rescue Plan Act (ARPA) funds as they relate to the City of Lubbock and answered questions from City Council. Topics discussed included: an update on the ledger, available balances, the status of projects that have been approved, and the status of projects currently in development.

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

3. Executive Session

The meeting recessed at 3:52 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 4:53 p.m., and the meeting was called to order at 5:08 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. Chapter 21, Texas Property Code

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. Loop 88 Land Acquisition

3. 2. 2. Texas Parks and Wildlife Department - Park Land Dedication

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 Community Development and Service Board.

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

City Council reconvened at 4:53 p.m.

4. Ceremonial Items

4. 1. Invocation

Monsignor David Cruz, St. John the Baptist Catholic 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 the Lubbock Economic Recovery Taskforce in appreciation for their work during the COVID-19 Pandemic

Mayor Pro Tem Steve Massengale presented a Special Recognition to the Lubbock Economic Recovery Task Force in appreciation for their work during the COVID-19 Pandemic. Robert Taylor, co-chair of the Lubbock Economic Recovery Task Force, gave comments and thanked his fellow Committee members for their hard work and efforts in assisting Lubbock businesses that were adversely affected by the COVID-19 Pandemic.

4. 3. 2. Employee Recognitions:

Josh Flud - Elected to the Board of Directors of the Damage Prevention Council of Texas

Mike Keenum - Recognized by the South Plains Chapter of the Texas Society of Professional Engineers (TSPE) as Engineer of the Year

Jesica McEachern, assistant city manager, presented employee recognitions to Josh Flud, recognizing his election to the Board of Directors of the Damage Prevention Council of Texas; and Mike Keenum, celebrating his recognition as Engineer of the Year by the South Plains Chapter of the Texas Society of Professional Engineers.

Call to Order

The meeting was called to order at 5:08 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 April 26, 2022. Citizen Comments provide 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.

Sign ups:

- Mont McClendon, city of Lubbock's downtown master developer/McDougal Properties; and Larry Simmons appeared before City Council to speak in favor of item 8.9 (resolution approving a Downtown Parking Master Plan).
- Robert Taylor, member of the Central Business District TIF Board of Directors, appeared before City Council to speak in favor of item 7.28 (resolution authorizing a License Agreement with Lubbock Experience, Inc., for the construction of a Civic Park).

6. Minutes

6. 1. March 22, 2022 Regular City Council Meeting

Motion by Council Member Jeff Griffith, seconded by Council Member Randy Christian, to approve the March 22, 2022 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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 Juan A. Chadis, to approve items 7.1-7.3; 7.5-7.16; 7.19-7.26; 7.29-7.35; 7.37-7.42; and 7.44-7.57.

Vote: 7 - 0 Motion carried

7. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2022-O0044, Amendment 18, amending the FY 2021-22 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas State Library and Archives Commission and the Federal Communications Commission; providing for filing; and providing for a savings clause.

7. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2022-O0045, Amendment 19, amending the FY 2021-22 Budget for municipal purposes respecting the Water Capital Fund to Establish Capital Improvement Project 8673 Water/ Wastewater Analysis; providing for filing; and providing for a savings clause.

7. 3. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2022-O0046, Amendment 20, amending the FY 2021-22 Budget for municipal purposes respecting the Lubbock Power & Light Capital Program; providing for filing; and providing for a savings clause.

7. 4. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2022-O0047, Amendment 21, amending the FY 2021-22 Budget for municipal purposes respecting the General Fund and General Capital Fund to establish Capital Improvement Project 92760, Avenue Q TAP, and to appropriate funding for Capital Improvement Project 92737, 114th Street, Quaker Avenue to Indiana Avenue; providing for filing; and providing for a savings clause.

Wood Franklin, division director of public works; and Mike Keenum, division director of engineering/city engineer, gave comments and answered questions from City Council.

Motion by Council Member Juan A. Chadis, seconded by Council Member Latrelle Joy, to approve Ordinance No. 2022-O0047.

Vote: 7 - 0 Motion carried

7. 5. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2022-O0069, Amendment 22, amending the FY 2021-22 Budget for municipal purposes respecting the Operating Budget for Lubbock Economic Development Alliance (LEDA) and Market Lubbock, Inc. (MLI) – Visit Lubbock and Sports Authority; providing for filing; and providing for a savings clause.

7. 6. **Budget Ordinance Amendment 1st Reading - Finance**: Ordinance No. 2022-O0070, Amendment 23, amending the FY 2021-22 Budget for municipal purposes respecting the Airport Capital Fund to appropriate funding for Capital Improvement Project 92619 Construct Federal Inspection Services Facility; providing for filing; and providing for a savings clause.

7. 7. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2022-O0071, Amendment 24, amending the FY 2021-22 Budget for municipal purposes respecting the Parks Capital Fund to establish Capital Improvement Project 92761, Parks Improvements-ARPA , and the General Capital Fund to establish Capital Improvement Project 92762, Homelessness-ARPA; providing for filing; and providing for a savings clause.

7. 8. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2022-O0072, Amendment 25**,** amending the FY 2021-22 Budget for municipal purposes respecting the General Fund and the General Capital Fund to appropriate funding for Capital Improvement Project 8633, Comprehensive Plan Implementation; providing for filing; and providing for a savings clause

7. 9. **Resolution - Finance:** Resolution No. 2022-R0185 authorizing the Mayor to execute an Interlocal Agreement, between the City of Lubbock and the Lubbock Central Appraisal District, for the collection of assessments levied on property within the Northwest Passage Public Improvement District.

7. 10. **Resolution - Finance:** Resolution No. 2022-R0186 authorizing the Mayor to execute an Interlocal Agreement, between the City of Lubbock and the Lubbock Central Appraisal District, for the collection of assessments levied on property within the Willow Bend Villas Public Improvement District.

7. 11. **Resolution - Finance:** Resolution No. 2022-R0187 authorizing the Mayor to execute a Certificate of Approval for Issuance of Tax-Exempt Multifamily Housing Revenue Bonds for the Lubbock Housing Finance Corporation, and all related documents.

7. 12. **Resolution - Risk Management:** Resolution No. 2022-R0188 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, excess liability insurance coverage from Texas Insurance Company and Upland Specialty Insurance Company, for which the premium amount shall not exceed $909,019.85.

7. 13. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2022-O0048, abandoning and closing an Underground Utility Easement, located in Block 228, Original Town of Lubbock Addition to the City of Lubbock, Lubbock County, Texas.

7. 14. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2022-O0049, abandoning and closing a portion of an alley right-of-way, located in Section 41, Block AK, and between Lots 16-21, Jetland Terrace Addition to the City of Lubbock, Lubbock County, Texas.

7. 15. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2022-O0050, abandoning and closing portions of an underground utility easement and a down guy easement, located in Tract A6, High Plains Addition to the City of Lubbock, Lubbock County, Texas.

7. 16. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2022-O0073, abandoning and closing a portion of a utility easement and a portion of an access easement, located in Lot 4A, Spectra Lubbock Southwest Addition to the City of Lubbock, Lubbock County, Texas.

7. 17. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2022-O0076, abandoning and closing a Water Line and Sewer Line Easement, located on unsubdivided land in Section 11, Block A, Lubbock County, Texas.

Mike Keenum, division director of engineering/city engineer, gave a presentation and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Jeff Griffith, to approve Ordinance No. 2022-O0076.

Vote: 7 - 0 Motion carried

7. 18. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2022-O0077, abandoning and closing a stormwater drainage and impoundment easement, a drainage easement, and a water and sewer line easement, located in Tract A, Lubbock County Expo Center Addition to the City of Lubbock, Lubbock County, Texas.

Mike Keenum, division director of engineering/city engineer, gave a presentation and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Jeff Griffith, to approve Ordinance No. 2022-O0077.

Vote: 7 - 0 Motion carried

7. 19. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2022-O0074, abandoning and closing portions of right-of-way, located in Blocks 13 and 14, Woodlawn Addition to the City of Lubbock, Lubbock County, Texas.

7. 20. **Resolution - Right-of-Way:** Resolution No. 2022-R0189 authorizing the Mayor to accept, on behalf of the City of Lubbock, two (2) Street and Public Use Dedication Deeds, in connection with certain real property located in Section 26, Block AK, Lubbock County, Texas, to be utilized for the Upland Avenue Roadway Project.

7. 21. **Ordinance 2nd Reading - Engineering:** Ordinance No. 2022-O0068, amending Chapter 41, Impact Fees; adopting an updated Impact Fee study; updating Roadway Impact Fee Collection Rates, and adding a section for annexed areas.

7. 22. **Resolution - Engineering:** Resolution No. 2022-R0190 authorizing the Mayor to execute Change Order No. 3 to Contract 14965, with MH Civil Constructors, Inc., for the construction of the North Water Treatment Plant Improvements Phase III and the South Water Treatment Plant Uprating Improvements.

7. 23. **Resolution - Engineering:** Resolution No. 2022-R0191 authorizing the Mayor to execute Contract 16399, with Cruz Tec, Inc., for the construction of the Canyon Lakes Sanitary Sewer Interceptor Phase 3A.

7. 24. **Resolution - Engineering:** Resolution No. 2022-R0192 authorizing the Mayor to execute Amendment No. 2 to Contract 14456, with Kimley-Horn and Associates, Inc., for additional engineering services related to the Future Infrastructure Funding Study (Impact Fee Program).

7. 25. **Resolution - Engineering:** Resolution No. 2022-R0193 authorizing the Mayor to execute Change Order No. 2 to Contract 15792, with MH Civil Constructors, Inc., for the construction of Pressure Zone Delineation and Elevated Storage Tank Off-Site Water Lines.

7. 26. **Resolution - Engineering:** Resolution No. 2022-R0194 authorizing the Mayor to execute Change Order No. 1 to Contract 15819, with DN Tanks, LLC, for the construction of the new North Water Treatment Plant 8-Million Gallon Ground Storage Tank.

7. 27. **Resolution - Water Utilities:** Resolution No. 2022-R0208 authorizing the Mayor to execute an Interlocal Wholesale Wastewater Contract, with the Lubbock Reese Redevelopment Authority, for the continued discharge of wastewater into the City's wastewater collection system.

Aubrey Spear, director of water utilities, gave comments and answered questions from City Council.

Motion by Council Member Juan A. Chadis, seconded by Council Member Randy Christian, to approve Resolution No. 2022-R0208.

Vote: 7 - 0 Motion carried

7. 28. **Resolution - Business Development:** Resolution No. 2022-R0209 authorizing a License Agreement with Lubbock Experience, Inc., a 501(c)(3) nonprofit organization, for the construction of a Civic Park that will serve as a civic gathering space in Downtown Lubbock.

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

Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Steve Massengale, to approve Resolution No. 2022-R0209.

Vote: 7 - 0 Motion carried

7. 29. **Ordinance 1st Reading - Community Development:** Ordinance No. 2022-O0075, amending Article 2.03 of the Code of Ordinances of the City of Lubbock, with regard to the Composition; Appointment and Terms of the Members of the Community Development and Services Board; providing a savings clause and providing for publication.

7. 30. **Resolution - Community Development:** Resolution No. 2022-R0195 authorizing the Mayor to execute Community Development Funding Contract 16531, and all related documents, with the Texas Department of Housing and Community Affairs (TDHCA), for the Comprehensive Energy Assistance Program (CEAP), to assist low-income households in meeting their immediate energy needs and to encourage consumers to control energy costs for years to come through education.

7. 31. **Resolution - Community Development:** Resolution No. 2022-R0196 authorizing the Mayor to execute Community Development Funding Contract 16532, and all related documents, with the Lutheran Social Services of the South, Inc. (LSSS), to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP) administered by the Texas Department of Housing and Community Affairs (TDHCA).

7. 32. **Resolution - Facilities Management:** Resolution No. 2022-R0197 authorizing the Mayor to execute Amendment No. 2 to Construction Manager at Risk Contract 14224, with Lee Lewis Construction, Inc. (LLCI), for services related to the construction of three Police Patrol Division Stations.

7. 33. **Resolution - Public Transit Services:** Resolution No. 2022-R0198 authorizing the Mayor to execute Purchase Order 27121320, with Stewart & Stevenson Power Products, LLC, for the purchase of an Allison Dual Power Inverter Module for a 2011 Gillig hybrid-diesel bus.

7. 34. **Resolution - Public Transit Services:** Resolution No. 2022-R0199 authorizing the Mayor to execute Purchase Order 27121599, with RCN Communications d/b/a/ RCN Technologies, to purchase modems to be placed on Citibus vehicles.

7. 35. **Resolution - Parks and Recreation:** Resolution No. 2022-R0200 authorizing the Mayor to execute, for and on behalf of the City of Lubbock, Contract 16395, with Erlys Janitorial Services, for grounds maintenance at three Lubbock Police Department Patrol Division Stations.

7. 36. **Resolution - City Manager:** Resolution No. 2022- R0210 authorizing the Mayor to execute ARPA Funding Agreement No. 16514, and related documents, with MB3, LLC, of Lubbock, Texas for the construction of infrastructure to serve an affordable housing development in a qualified census tract.

This item was amended.

Bill Howerton, deputy city manager, gave comments and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Council Member Juan A. Chadis, to approve Resolution No. 2022-R0210, with the following amendment:

- Amendment of Article III, Section 3, of the agreement to read as follows: "The Final Payment of three hundred twelve thousand five-hundred dollars and NO/100

($312,500) shall be disbursed to the Subrecipient upon the completed construction of the first thirty-three single-family residences decribed herein."

Vote: 7 - 0 Motion carried

7. 37. **Resolution - City Manager:** Resolution No. 2022-R0201 approving American Rescue Plan Act (ARPA) Agreement No. 16565, between the City of Lubbock and Lubbock Experience, Inc., d/b/a Lubbock Cultural Arts Foundation, for administration of ARPA funds to be granted to qualified applicants in the cultural and arts sectors.

7. 38. **Resolution - City Manager:** Resolution No. 2022-R0202 approving American Rescue Plan Act (ARPA) Agreement No. 16516, between the City of Lubbock and Lubbock Christian University, for healthcare training scholarships.

7. 39. **Resolution - City Manager:** Resolution No. 2022-R0203 approving American Rescue Plan Act (ARPA) Agreement No. 16517, between the City of Lubbock and Covenant School of Nursing, for healthcare training scholarships.

7. 40. **Resolution - City Manager:** Resolution No. 2022-R0204 approving American Rescue Plan Act (ARPA) Agreement No. 16519, between the City of Lubbock and Wayland Baptist University, for healthcare training scholarships.

7. 41. **Resolution - City Manager:** Resolution No. 2022-R0205 authorizing the Mayor to execute American Rescue Plan Act (ARPA) Funding Agreement No. 16526, by and between the City of Lubbock, and the South Plains Association of Governments (SPAG), for the administration of a small business relief funding program.

7. 42. **Resolution - City Manager:** Resolution No. 2022-R0206 authorizing the Mayor to execute the City of Lubbock, American Rescue Plan Act (ARPA) Funding Agreement No. 16527, by and between the City of Lubbock, and the Community Foundation of West Texas, for the administration of nonprofit funding program services.

7. 43. **Resolution - City Council:** Resolution No. 2022-R0211 declaring a commitment to designate and convey land in Tracts 1 and R, Section 10, Block S, Lubbock County, Texas, to the Texas Veterans Land Board for the purpose of constructing, operating, and maintaining a Texas State Veterans Cemetery.

Mayor Pro Tem Steve Massengale and Jesica McEachern, assistant city manager, 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. 2022-R0211.

Vote: 7 - 0 Motion carried

7. 44. **Resolution - Lubbock Power & Light:** Resolution No. 2022-R0207 approving and accepting the Permanent Right of Access and Use from Texas Tech University, consisting of approximately 48,311 square feet, located in Section 22, Block A, Lubbock County, Texas, being situated in that tract of land conveyed to the State of Texas, described in a deed recorded in Volume 81, Page 345 of the Deed Records of Lubbock County, Texas, and as more fully described as Easement #2 in Exhibit A attached to the Permanent Right of Access and Use, and authorizing the Mayor of the City of Lubbock to execute same.

7. 45. **Ordinance 2nd Reading - Planning (District 1):** Ordinance No. 2022-O0052, for Zone Case 3081-C, a request of SK Architecture Group for JKLM Investments, for a zone change from Garden Office District (GO) to High-Density Apartment District (A-2), at 1801 Main Street, located west of Avenue R and south of Main Street, Overton Addition, Block 120, Lots 1 and 2.

7. 46. **Ordinance 2nd Reading - Planning (District 1):** Ordinance No. 2022-O0053, for Zone Case 3460, a request of OJD Engineering, LLC for Lyndal & Leslie Hurst, for a zone change from Transition District (T) and Single-Family District (R-1) to General Retail District (C-3), at 2402 North Quaker Avenue, located south of Clovis Road and east of North Quaker Avenue, on 9.03 acres of unplatted land out of Block A, Section 13.

7. 47. **Ordinance 2nd Reading - Planning (District 2):** Ordinance No. 2022-O0054, for Zone Case 3029-A, request of M & M Homes, Inc., for a zone change from Single-Family District (R-1) to Two-Family District (R-2), at 2937 East Cornell Street, Donlon Addition, Block 1.

7. 48. **Ordinance 2nd Reading- Planning (District 2):** Ordinance No. 2022-O0055, for Zone Case 3462, a request of Ganatra Holdings, LLC and Ganatra Investments, LLC, for a zone change from Transition District (T) to High-Density Apartment District (A-2), generally located east of University Avenue and south of 106th Street, on 3.18 acres of unplatted land out of Block E, Section 10.

7. 49. **Ordinance 2nd Reading - Planning (District 2):** Ordinance No. 2022-O0063, for Zone Case 3463, a request of West Texas Engineering, LLC for Tigris Development, LLC, for a zone change from Transition District (T) to High-Density Apartment District (A-2), generally located east of University Avenue and north of 114th Street on 30.57 acres of unplatted land out of Block E, Section 10.

7. 50. **Ordinance 2nd Reading - Planning (District 4):** Ordinance No. 2022-O0056, a request for Zone Case 2508-Q, a request of AMD Engineering, LLC for Red Canyon Development, LLC, for a zone change from General Retail District (C-3) to Local Retail District (C-2) Specific Use for a self-storage facility, at 11211 Indiana Avenue, located east of Indiana and north of 114th Street, on 4.52 acres of unplatted land out of Block E-2, Section 19.

7. 51. **Ordinance 2nd Reading - Planning (District 4):** Ordinance No. 2022-O0064, for Zone Case 3104-A, a request of Centerline Engineering & Consulting, LLC for T Market Properties, LLC-Series Five, for a zone change from Transition District (T) and Apartment-Medical District (AM) to General Retail District (C-3) and Garden Office District (GO), generally located west of Quaker Avenue and south of 124th Street, on 2.67 acres of unplatted land out

of Block E-2, Section 23.

7. 52. **Ordinance 2nd Reading - Planning (District 5):** Ordinance No. 2022-O0057, for Zone Case 2416-C, a request of Fullingim Bros Enterprises for AFP Rockridge 2019, LLC, for a zone change from General Retail District (C-3) to Commercial District (C-4) with a Specific Use for a bar, at 5217 82nd Street, Suite 205, located west of Slide Road and south of 82nd Street, Heald Addition, Tract B-2-A.

7. 53. **Ordinance 2nd Reading - Planning (District 5):** Ordinance No. 2022-O0058, for Zone Case 2916-C, a request of AMD Engineering, LLC for LCDEV, LLC, for a zone change from General Retail District (C-3) to Local Retail District (C-2) with a Specific Use for a Self-Storage Facility, generally located south of 82nd Street and west of Upland Avenue, on 3.97 acres of unplatted land out of Block AK, Section 26.

7. 54. **Ordinance 2nd Reading - Planning (District 5):** Ordinance No. 2022-O0059, for Zone Case 3058-B, a request of Hugo Reed and Associates, Inc. for Red Spike Development, LLC, for a zone change from Single-Family District (R-1) Specific Use for Residential Estates to Reduced Setback Single-Family District (R-1A), at 6802, 6804, 6911, and 6913 51st Street; 5002 Prentiss Avenue, 5002 and 5014 Quincy Avenue, located south of 50th Street and west of Pontiac Avenue, Westmont Addition, Lots 1, 2, 6, 27, 33, 35, and 36.

7. 55. **Ordinance 2nd Reading - Planning (District 5):** Ordinance No. 2022-O0060, for Zone Case 3058-C, a request of Hugo Reed and Associates, Inc. for Red Spike Development, LLC, for a zone change from Single-Family District (R-1) Specific Use for Residential Estates and High-Density Apartment District (A-2) to Family Apartment District (A-1), generally located north of 50th Street and west of Milwaukee Avenue, on 31.9 acres of unplatted land out of Block AK, Section 38.

7. 56. **Ordinance 2nd Reading - Planning (District 5):** Ordinance No. 2022-O0061, for Zone Case 3058-D, a request of Hugo Reed and Associates, Inc. for Red Spike Development, LLC, for a zone change from High-Density Apartment District (A-2) to Local Retail District (C-2), generally located on the north and south sides of 50th Street, west of Milwaukee Avenue, on 8.1 acres of unplatted land out of Block AK, Section 35 and Section 38.

7. 57. **Ordinance 2nd Reading - Planning (District 6):** Ordinance No. 2022-O0062, for Zone Case 2538-BB, a request of Hugo Reed & Associates, Inc. for Hideaway West, LLC, for a zone change from Transition District (T) and Single-Family District (R-1) to Reduced Setback Single-Family District (R-1A), generally located east of Alcove Avenue and south of 4th Street, on 80.538 acres of unplatted land out of Block D-6, Section 1.

8. Regular Agenda

8. 1. **Board Appointments - City Secretary:** Consider appointments to the Audit & Investment Committee, Community Development and Services Board, and the Libraries Board.

Audit & Investment Committee: Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Jeff Griffith, to appoint Edwin "Eddie" Schulz to replace Greg Taylor.

Vote: 7-0 Motion carried

Community Development & Services Board: Motion by Council Member Latrelle Joy, seconded by Council Member Juan A. Chadis, to reappoint Gilbert Flores and Rachel Forbes.

Vote: 7-0 Motion carried

Libraries Board: Motion by Council Member Juan A. Chadis, seconded by Mayor Pro Tem Steve Massengale, to appoint James Brian Beauchamp to replace Desiree Freyburger.

Vote: 7-0 Motion carried

8. 2. **Resolution - Planning:** Resolution No. 2022-R0212 terminating the Chapter 212 Agreement related to property located south of 122nd Street and east of Frankford Avenue, containing approximately 5.0 acres out of Section 24, Block E-2, Lubbock County, Texas, and identified by the Lubbock Central Appraisal District Reference Number R68745, 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 Council Member Juan A. Chadis, seconded by Council Member Jeff Griffith, to approve Resolution No. 2022-R0212.

Vote: 7 - 0 Motion carried

8. 3. **Public Hearing - Planning:** Ordinance No. 2022-O0078, pursuant to Chapter 43 of the Texas Local Government Code for annexation of the property located south of 122nd Street and east of Frankford Avenue, containing approximately 5.0 acres, out of Section 24, Block E-2, Lubbock County, Texas, and commonly identified by the Lubbock Central Appraisal District Reference Number R68745.

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

Mayor Daniel M. Pope, read into the record, the following statement: "The Local Government Code requires a public hearing for the City Council to consider the annexation of property. At this time, I will open the public hearing in regard to the annexation of property located south of 122nd Street and east of Frankford Avenue, containing approximately 5.0 acres, out of Section 24, Block E-2, Lubbock County, Texas, and commonly identified by the Lubbock Central Appraisal District reference number R68745."

Mayor Pope opened the public hearing at 5:57 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 5:58 p.m.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Randy Christian, to approve Ordinance No 2022-O0078.

Vote: 7 - 0 Motion carried

8. 4. **Ordinance 2nd Reading - Planning:** Ordinance No. 2022-O0065, pursuant to Chapter 43 of the Texas Local Government Code, for a request for annexation from Canyon Rock Development, LLC, to annex property located south of 122nd Street and east of Frankford Avenue, containing approximately 5 acres, out of Section 24, Block E-2, Lubbock County, Texas, and commonly identified by the Lubbock Central Appraisal District Reference Numbers R68662 and R317247.

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

Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Steve Massengale, to approve Ordinance No. 2022-O0065.

Vote: 7 - 0 Motion carried

8. 5. **Ordinance 2nd Reading - Planning:** Ordinance No. 2022-O0066, for a request for annexation, from Mona Lewis and Cody Kinsey, as Trustee of the Kinsey 2015 Real Estate Trust, to annex an area of approximately 124.511 acres, adjacent to the northwestern city limits of the City of Lubbock, north of 4th Street and east of Upland Avenue.

Kristen Sager, planning & zoning manager, gave a presentation and answered questions from City Council. Wood Franklin, division director of public works, gave comments and answered questions from City Council.

Motion by Council Member Jeff Griffith, seconded by Council Member Randy Christian, to approve Ordinance No. 2022-O0066.

Vote: 7 - 0 Motion carried

8. 6. **Ordinance 2nd Reading - Planning:** Ordinance No. 2022-O0067, for a request for annexation from JDR Family, LP, to annex an area of approximately 76.15 acres, adjacent to the northwestern city limits of the City of Lubbock, north of Erskine Street and west of North Milwaukee Avenue.

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 Juan A. Chadis, to approve Ordinance No. 2022-O0067.

Vote: 7 - 0 Motion carried

8. 7. **Resolution - Planning:** Resolution No. 2022-R0213 adopting a Neighborhood Project Program, in conjunction with the Neighborhood Planning Program, to provide up to $10,000 in funding for neighborhood initiated projects on City property.

Wilson Bowling, neighborhood planner, gave a presentation and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Council Member Juan A. Chadis, to approve Resolution No. 2022-R0213.

Vote: 7 - 0 Motion carried

8. 8. **Resolution - Planning:** Resolution No. 2022-R0214 approving and adopting the recommendation of the Neighborhood Planning Committee regarding the initial neighborhoods located in East and North Lubbock to participate in the Neighborhood Planning Program.

Wilson Bowling, neighborhood planner, gave a presentation and answered questions from City Council.

Motion by Council Member Juan A. Chadis, seconded by Council Member Jeff Griffith, to approve Resolution No. 2022-R0214.

Vote: 7 - 0 Motion carried

8. 9. **Resolution - Business Development:** Resolution No. 2022-R0215 approving a Downtown Parking Master Plan.

This item was amended.

Brianna Gerardi, director of business development, gave a presentation and answered questions from City Council. Chad Weaver, city attorney, gave comments and answered questions from City Council.

Main Motion by Council Member Randy Christian, seconded by Council Member Juan A. Chadis, to approve Resolution No. 2022-R0215, as presented at the dais.

Motion to Amend by Mayor Pro Tem Steve Massengale to amend the Main Motion as follows:

- The addition of an amendment directing City Council to appoint the members of the Downtown Parking Task Force at the May 10, 2022, Regular City Council Meeting.

Vote on Motion to Amend*
Vote: 7-0 Motion carried

Vote on Main Motion with Amendment
Vote: 7-0 Motion carried

***The motion to amend by Mayor Pro Tem Steve Massengale was not seconded; however, *Roberts Rules of Order Newly Revised*, 11th edition, states as follows: "After debate has begun or, if there is no debate, after any member has voted, the lack of a second has become immaterial...If a motion is considered and adopted without having been seconded - even in a case where there was no reason for the chair to overlook the requirement - the absence of a second does not affect the validity of the motion's adoption."**

8. 10. **Public Hearing: Finance:** Resolution No. 2022-R0216 regarding the adoption of an amendment to the Guidelines and Criteria Governing Tax Abatement for Industrial Projects in the City of Lubbock, in accordance with the Property Redevelopment and Tax Abatement Act.

Cheryl Brock, director of financial planning & analysis, gave a presentation and answered questions from City Council.

Mayor Daniel M. Pope, read into the record, the following statement: "The Tax Code requires a public hearing for the City Council to consider the proposed adoption of the guidelines and criteria governing tax abatements for industrial projects. At this time, I will open the public hearing regarding the adoption of these proposed guidelines."

Mayor Pope opened the public hearing at 6:42 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 6:43 p.m.

Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Steve Massengale, to approve Resolution No. 2022-R0216.

Vote: 7 - 0 Motion carried

8. 11. **Resolution - Finance:** Resolution No. 2022-R0217 authorizing the Mayor to execute an industrial tax abatement agreement with Leprino Foods Company.

Cheryl Brock, director of financial planning & analysis, gave a presentation and answered questions from City Council. Mark Cramer, with Leprino Foods Company, gave comments and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Council Member Juan A. Chadis, to approve Resolution No. 2022-R0217.

Vote: 7 - 0 Motion carried

6:49 P.M. CITY COUNCIL ADJOURNED

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

The April 26, 2022 Regular City Council Meeting minutes were approved by the City Council on the 24th day of May, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
April 27, 2022
7:30 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 27th of April, 2022, at Newk's Eatery, 1500 Broadway, Suite #101B, Lubbock, Texas at 7:30 a.m.

7:32 A.M. CITY COUNCIL CONVENED
Newk's Eatery, 1500 Broadway, Suite #101B, Lubbock, Texas

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

Absent: Council Member Juan A. Chadis; Council Member Latrelle Joy

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

1. Regular Session

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

Mayor Pope, Council Members, and staff members engaged in a Questions & Answers (Q&A) session with citizens, in attendance, on various topics including the following: Downtown Parking Master Plan, Parks & Recreation Master Plan, code enforcement, neighborhood planning efforts, and water conservation.

Mayor Pope gave closing remarks and thanked Newk's Eatery for hosting.

8:30 A.M. CITY COUNCIL ADJOURNED

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

The April 27, 2022 Special City Council Meeting minutes were approved by the City Council on the 24th day of May, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

AI# 10723
Regular City Council Meeting
05/24/2022:

7. 1.

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2022-O0079, Amendment 26, amending the FY 2021-22 Budget for municipal purposes respecting Civil Service Positions; providing for filing; and providing for a savings clause.

Item Summary

On April 26, 2022, the City Council approved the first reading of the ordinance.

Exhibit A of the FY 2021-22 Adopted Budget, as passed by City Council on September 14, 2021, and amended on February 22, 2022, is hereby amended a second time to replace Page 197 of said Exhibit A, entitled "Police – Job Grade Summary," with the second amended Page 197, which is attached hereto and made a part of this ordinance for all purposes (the “Second Amendment”), as it relates to the civil service positions. In accordance with Section 2.06.109 of the Code of Ordinances of the City of Lubbock, the civil service positions, as set forth in the Second Amendment, are hereby established by Ordinance.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 26
Exhibit A - BA 26

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING CIVIL SERVICE POSITIONS; 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 #26) for municipal purposes, as follows:

Exhibit A of the FY 2021-22 Adopted Budget, as passed by City Council on September 14, 2021 and amended on February 22, 2022, is hereby amended a second time to replace page 197 of said Exhibit A, entitled "Police – Job Grade Summary," with the second amended page 197, which is attached hereto and made a part of this ordinance for all purposes (the "Second Amendment") as it relates to the civil service positions. In accordance with Section 2.06.109 of the Code of Ordinances of the City of Lubbock, the civil service positions, as set forth in the Second Amendment, are hereby established by Ordinance.

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 _____.

_____
TRAY PAYNE, 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

ccdocs/BudgetFY2122.Amend26.ord
May 3, 2022

Police - Job Grade Summary

Exhibit A

CLASSIFIED/SWORN JOB GRADE SUMMARY	GRADE	Actual FY 2018-19	Actual FY 2019-20	Actual FY 2020-21	Budget FY 2021-22	Amended FY 2021-22	Change from Budget
Police Chief	143	1	1	1	1	1	-
Assistant Police Chief	PCS6	3	3	3	3	3	-
Deputy Police Chief/Police Captain	PCS5	8	8	7	7	7	-
Police Lieutenant	PCS4	18	18	19	19	19	-
Police Sergeant	PCS3	58	60	66	68	68	-
Police Detective/Corporal	PCS2	75	77	79	79	71	(8)
Patrol Officer	PCS1	204	283	277	255	263	8
Police Entry Level II	PNCE2	76	-	-	-	-	-
Police Entry Level 1-B	PNCE1B	-	3	13	13	13	-
TOTAL CLASSIFIED SWORN JOB GRADE SUMMARY		443	453	465	445	445	-

NON-CLASSIFIED NON-SWORN JOB GRADE SUMMARY	GRADE	Actual FY 2018-19	Actual FY 2019-20	Budget FY 2020-21	Budget FY 2021-22	Amended FY 2021-22	Change from Budget
Administrative Assistant	112	7	7	8	7	7	-
Communications Center Coordinator	126	1	1	1	1	1	-
Communications Shift Supervisor	123	3	3	6	6	6	-
Communications Training & Dev Coordinator	125	1	1	-	-	-	-
Crime Analyst	119	2	2	2	4	4	-
Fleet Services Unit Supervisor	119	-	-	-	1	1	-
Fleet Services Unit Attendant	116	-	-	-	2	2	-
Forensic Laboratory Manager	127	-	-	-	1	1	-
Forensic Specialist i	123	1	2	2	7	7	-
Juvenile Services Coordinator	121	1	1	1	1	1	-
Laborer	108	1	1	1	1	1	-
Lead Administrative Assistant	115	1	1	2	3	3	-
Management Assistant	122	2	2	2	2	2	-
Parking Control Officer	108	6	6	6	6	6	-
Property and Evidence Unit Supervisor	121	-	-	-	1	1	-
Property Room Attendant	113	4	4	4	4	4	-
Public Information Officer	123	1	1	1	5	5	-
Public Information Specialist	119	1	1	1	-	-	-
Public Safety Call Taker	112	1	1	-	-	-	-
Public Safety Dispatcher I	114	28	28	28	28	28	-
Public Safety Dispatcher II	116	14	14	15	15	15	-
Public Service Officer	110	15	15	13	13	13	-
Records System Manager	126	1	1	1	1	1	-
Records System Operator	115	16	15	15	15	15	-
Records System Shift Supervisor	118	4	4	3	3	3	-
Sex Offender Registration Coordinator	117	1	1	1	1	1	-
TOTAL NON-CLASSIFIED NON-SWORN JOB GRADE SUMMARY		112	112	113	128	128	-
TOTAL JOB GRADE SUMMARY		555	565	578	573	573	-

AI# 10757
Regular City Council Meeting 7. 2.
05/24/2022:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 27, amending the FY 2021-22 Budget for municipal purposes respecting General Fund Fees; providing for filing; and providing for a savings clause.

Item Summary

There is no new fee proposed with this item. The change being proposed is setting a maximum to both the preliminary plat fee and final plat fee.

Exhibit A of the FY 2021-22 Adopted Budget, as passed by City Council on September 14, 2021, is hereby amended to replace page 59 to page 61 of said Exhibit A, entitled "Summary of General Fund Fee Changes," with the amended page 59 to page 61, by creating a maximum fee in addition to the current rates, which is attached hereto and made a part of this ordinance for all purposes (the "Amendment") as set forth in the Amendment, are hereby established by Ordinance.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 27
Exhibit A - BA 27

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING GENERAL FUND FEES; 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, pursuant to Section 143.021(a) of the Texas Local Government Code, the City Council by ordinance shall prescribe the number of civil service positions; and

WHEREAS, the City Council desires to amend the number of fire civil service positions; 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 #27) for municipal purposes, as follows:

Exhibit A of the FY 2021-22 Adopted Budget, as passed by City Council on September 14, 2021, is hereby amended to replace page 59 to page 61 of said Exhibit A, entitled "Summary of General Fund Fee Changes," with the amended page 59 to page 61, by creating a maximum fee in addition to the current rates, which is attached hereto and made a part of this ordinance for all purposes (the "Amendment") as set forth in the Amendment, are hereby established by Ordinance.

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 _____.

_____
TRAY PAYNE, 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

ccdocs/BudgetFY2122.Amend27.ord
May 10, 2022

Summary of General Fund Fee Changes

Exhibit A

Department	Account Description	Account Number	Rate Details	Budget 2021-22
Animal Services	LIC-RABIES VACCINE PERMIT	6230	Rabies vaccination fee	15.00
	HLTH-ANIMAL SHELTER RECEIPTS	6502	Impound Fee - Dogs or Cats	65.00
			Impound Fee - Small Livestock	50.00
			Impound Fee - Large Livestock	100.00
			Boarding Fee - Dogs, Cats, or Small Livestock	10.00
			Boarding Fee - Large Livestock	25.00
			Humane Euthanasia Process Fee (from within City limits)	20.00
			Humane Euthanasia Process Fee (from outside City limits)	75.00
			Store Permit	-
			Groom Shop	-
			Owner Surrender Fee (within City limits)	40.00
			Owner Surrender Fee (outside City limits)	60.00
			Owner Surrender Fee (outside County limits)	100.00
	HLTH - QUARANTINE PROCESSING	6533	Animal quarantine processing fee	150.00
Building Safety	LIC-BUILDING PERMITS	6222	Certificate of Occupancy (CO) Fee	-
			Investigative Inspection Fee (includes CO)	120.00
	LIC-CONTRACTOR REGISTRATION	6240	Contractor Registration Permit: Renewal	-
			Contractor Registration Permit: Jan - Mar	-
			Contractor Registration Permit: Apr - Jun	-
			Contractor Registration Permit: Jul - Sept	-
			Contractor Registration Permit: Oct - Dec	-
			Contractor Registration Permit	75.00
City Secretary	LIC-PUBLIC RIGHT OF WAY PERMITS	6235	Block Party Permit	60.00
			Right-of-way for Parade or Walk-a-thon, Jog-a-thon, Bike-a-thon	75.00
			Barricade (Barr) Rental Fee	$25 (4 Type 1 Barr) Addtl Barr $15 - Maximum of $200 (2 Type 1 Barr)
	HLTH-VITAL STATISTICS	6501	Plastic Pouch (NEW) for issuing certificates	3.00

Summary of General Fund Fee Changes

Exhibit A

Department	Account Description	Account Number	Rate Details	Budget 2021-22
Codes Administration	FEE-MOWING ADMINISTRATION	6122	Fees charged to recover the cost of weed/rubbish abatement practices.	200.00
	LIC-OUTSIDE SALE PMT ADMIN	6227	Permits issued when a vendor or business wants to have a promotional sale.	350.00
	FEE-WEED & RUBBISH LIENS	6414	Fees from the collection on weed liens.	200.00
	FEE-CODE ENFORCEMENT TRAINING	6430	Fees received from attendees of educational classes presented by Code Administration.	75.00
	DEPT-DEMOLITION CLEANUP SVC	7501	Fees charged to recover the cost of demolition of structures determined to be sub-standard.	650.00
	DEPT-WEED MOWING	7599	Weeds in Back Yard	20.00
			Weeds in Front Yard	20.00
			Weeds in Alley	30.00
Codes Administration	DEPT-WEED MOWING	7599	Weeds in Right of Way	30.00
			Rubbish Alley	35.00
			Weeds in Vacant Lot	40.00
Environmental Health	LIC-CAFE PERMITS	6206	Sample Permit Maximum of 14 Days	7.00
			Temporary Food Establishment - Max of 14 Days	20.00
			Sample Permit First Day	35.00
			Temporary Food Establishment First Day	65.00
			Food Risk Category 1	225.00
			Food Risk Category 2	325.00
			Food Risk Category 3	425.00
			Food Risk Category 4	525.00
	LIC-GREASE HAULER PERMITS	6243	Grease Hauling Permit	125.00
			Grease Facility Permit	175.00
Planning	FEE-ZONING CHANGE FEE	6401	Application fees for zone change requests - 1st acre plus $3 for each additional acre.	500 +5/acre
			Application fees for zone change requests to Board of Adjustment - Commercial.	500.00
			Application fees for Administrative Appeal and Residential requests to Zoning Board of Adjustment.	200.00
		6401	Historic Landmark Designations (NEW)	50.00
		6401	Certificates of Appropriateness (NEW)	50.00
		6401	Variances that go to UDHPC (Design Stds) (NEW)	250.00
	FEE-ZONING PLATTING FEES	6412	Reapproval plat fee for 1 acre plus $25/acre over 1 acre	-

Summary of General Fund Fee Changes

Exhibit A

Department	Account Description	Account Number	Rate Details	Budget 2021-22
			Preliminary plat fee for 1 acre plus $35/acre over 1 acre - Maximum fee of $7,000.	150 + 35/acre
			Final Plat Fee for 1 acre plus $55/acre over 1 acre - Maximum fee of $5,000.	350 (1 Acre) + 55/acre over 1
			Amended Plats (NEW)	250.00
			Plat Vacations (NEW)	200.00
			Voluntary/Petition Annexation Requests (NEW)	500.00
	FEE-ZONING MAPS, ORD & MISC	6413	Zoning Verification Letters (NEW)	50.00
	LIC - GROUP HOME PERMITS	6254	Group Home Permits (NEW)	30.00
Solid Waste	SLD WST-GEN CONSUM LANDFILL Tipping Fees - WTRDF	6630	Revenue derived from tipping fees charged for waste disposal at the WTRDF landfill	37.25
	SLD WST_MUN DISP - Tipping Fees - Per Ton for Special Waste	6631	Revenue derived from tipping fees charged for special waste disposal at the landfill	71.42
	SW-GEN CONS METERED Residential Collection Rate	7523	Monthly residential garbage charges.	17.50
	SW-GEN CONS METERED Commercial Collection Rate - 2 Cu. Yd. Dumpster	7523	Monthly commercial garbage charge for 2 cubic yard dumpster.	46.56
	SW-GEN CONS METERED Commercial Collection Rate - 3 Cu. Yd. Dumpster	7523	Monthly commercial garbage charge for 3 cubic yard dumpster.	69.01
	SW-GEN CONS METERED Commercial Collection Rate - 4 Cu. Yd. Dumpster	7523	Monthly commercial garbage charge for 4 cubic yard dumpster.	91.46
	SW-GEN CONS METERED Commercial Collection Rate - 6 Cu. Yd. Dumpster	7523	Monthly commercial garbage charge for 6 cubic yard dumpster.	132.41

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 28, amending the FY 2021-22 budget for municipal purposes respecting the General Fund, Water/Wastewater Fund, Storm Water Fund, and the Fleet Capital Fund to appropriate funding for Capital Improvement Project 92769, FY 2022-23 Pre-Purchase Vehicles; providing for filing; and providing for a savings clause.

Item Summary

I. Establish Capital Improvement Project 92769, FY 2022-23 Pre-Purchase Vehicles and appropriate funding in the amount of $3,400,000. The funding will be from the General Fund fund balance, Water/Wastewater fund balance, and the Storm Water fund balance.

II. Increase the transfer to Fleet Capital in the General Fund in the amount of $2,769,721, from $613,072 to $3,382,793.

III. Increase the transfer to Fleet Capital in the Water/WasteWater Fund in the amount of $568,386, from $739,000 to $1,307,386.

IV. Increase the transfer to Fleet Capital in the Storm Water Fund in the amount of $61,893, from $73,970 to $135,863.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 28

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND, WATER/WASTEWATER FUND, STORM WATER FUND AND THE FLEET CAPITAL FUND TO APPROPRIATE FUNDING FOR CAPITAL IMPROVEMENT PROJECT 92769, FY 2022-23 PRE-PURCHASE VEHICLES; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

WHEREAS, the City Council deems it advisable to change the FY 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 #28) for municipal purposes, as follows:

I. Establish Capital Improvement Project 92769, FY 2022-23 Pre-Purchase Vehicles and appropriate funding in the amount of $3,400,000. The Funding will be from the General Fund fund balance, Water/Wastewater fund balance, and the Storm Water fund balance.
II. Increase the transfer to Fleet Capital in the General Fund in the amount of $2,769,721, from $613,072 to $3,382,793.
III. Increase the transfer to Fleet Capital in the Water/WasteWater Fund in the amount of $568,386, from $739,000 to $1,307,386.
IV. Increase the transfer to Fleet Capital in the Storm Water Fund in the amount of $61,893, from $73,970 to $135,863.

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 _____.

_____
TRAY PAYNE, 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

AI# 10765
Regular City Council Meeting 7. 3. 1.
05/24/2022:

Information

Agenda Item

Resolution - Fleet: Consider a resolution authorizing the City Manager to purchase vehicles and equipment for Fiscal Year 2022-23.

Item Summary

The City of Lubbock, like many other organizations, has experienced challenges related to supply chain shortages, especially vehicles. The Fleet Operations Department continues to experience issues in ordering and receiving vehicles for the current fiscal year, and has identified challenges related to the purchase of vehicles for the upcoming fiscal year. While most of the vehicles and equipment have been ordered for this fiscal year, delivery on many of these purchases is delayed with no definitive timeframe.

Several vehicle vendors have expressed that in order to secure 2023 model vehicles, vehicles should be ordered as vehicle order windows open with the various manufacturers. 2023 model purchasing windows are opening now. Historically, these open in the October time-frame. Staff recommends that the City Council authorize the purchase of a portion of the most essential vehicles that are up for replacement in the upcoming fiscal year in the current fiscal year. Below is a summary of the intended vehicles for purchase.

1 - LPD Special Operations - Mid-Size SUV
2 - LPD Investigations - 1/2-Ton Pickup Trucks
39 - LPD Patrol - Mid-Size SUVs
3 - Water Meter and Customer Service - 3/4-Ton Pickup Trucks
1 - Water Distribution and Maintenance - 1/2-Ton Pickup Truck
2 - Water Pumping and Control - 3/4-Ton Pickup Trucks
1 - Water Reservoir - Mid-Size SUV
1 - Water Reservoir -3/4-Ton Pickup Truck
1 - Wastewater Treatment - 1/2-Ton Pickup Truck
1 - Industrial Monitor -3/4-Ton Pickup Truck
1 - Stormwater Sewer Maintenance - 1-Ton Dump Truck

The Fleet Operations Department estimates the cost of the proposed vehicles referenced above to not exceed $3.4 million. If approved, the $3.4 million would be added to the Fiscal Year 2021-22 Budget and would be removed from the proposed Fiscal Year 2022-23 Budget. The resolution that is attached authorizes the City Manager to move forward with these purchases as soon as 2023 purchasing windows open. The resolution is structured so that the vehicles and quantities referenced above can be modified if necessary based on market conditions. The resolution also states that the cost of these vehicles will not exceed $3.4 million. These funds will be appropriated from the General Fund fund balance, Water/Wastewater fund balance, and the Storm Water fund balance.

Fiscal Impact

The impact to the Fiscal Year 2021-22 Budget will be $3.4 million. The 2022-23 Proposed Vehicle Replacement Budget will be reduced by the same amount.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Dominic Esperat, Director of Fleet Operations

Attachments

Resolution

RESOLUTION

WHEREAS, the COVID-19 pandemic has created various economic consequences, including supply chain issues and supply shortages; and

WHEREAS, the nation is currently experiencing a shortage of vehicles as a result of the supply issues; and

WHEREAS, this shortage creates difficulty for dealers and buyers of vehicles to anticipate what current and future supply of vehicles will be, especially due to the highly competitive market for vehicles during the shortage; and

WHEREAS, these aforementioned factors are causing difficulty for the City of Lubbock fleet department to fulfill vehicle needs, especially as it regards the timing of and approval of vehicle purchases; and **NOW THEREFORE:**

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

THAT, due to the current, national vehicle marketplace issues, the City Council of the City of Lubbock (the "Council") hereby authorizes the City Manager to begin purchasing vehicles and equipment for the fleet department of the City of Lubbock for the Fiscal Year 2022-2023; and

THAT, as a part of the authorization herein, the Council delegates the authority to the City Manager to approve the purchase agreements for said vehicles, and

THAT, the purchases authorized herein shall comply with all competitive bidding requirements, and shall be for an amount not to exceed three million four hundred thousand and NO/100 ($3,400,000.00).

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/RES. CM authorization to purchase fleet vehicles
5.18.22

AI# 9942
Regular City Council Meeting
05/24/2022:

7. 4.

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 29, amending the FY 2021-22 budget for municipal purposes respecting The Streets Capital Fund to appropriate additional funding for Capital Improvement Project 92697, Street Maintenance Program; providing for filing; and providing for a savings clause.

Item Summary

I. Amend CIP 92697, Street Maintenance Program, and increase the appropriation by $1,000,000, from $22,078,130 to $23,078,130. The additional funding will come from Lubbock County.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer.

Attachments

Budget Amendment 29

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE STREETS CAPITAL FUND TO APPROPRIATE ADDITIONAL FUNDING FOR CAPITAL IMPROVEMENT PROJECT 92697, STREET MAINTENANCE PROGRAM; 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 #29) for municipal purposes, as follows:

1. Amend CIP 92697, Street Maintenance Program, and increase the appropriation by $1,000,000, from $22,078,130 to $23,078,130. The additional funding will come from Lubbock County.

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 _____.

TRAY PAYNE, 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

Information

Agenda Item

Ordinance 1st Reading - Finance: Consider an ordinance of the City of Lubbock, Texas, granting to West Texas Gas, LLC, the franchise and rights to conduct natural gas operations within the municipal boundaries of the City of Lubbock.

Item Summary

This ordinance and franchise agreement between the City of Lubbock ("City") and West Texas Gas, LLC ("WTG" or "the Company"), will grant the Company non-exclusive franchise and rights to conduct the business of acquiring, maintaining, constructing, laying, repairing, removing, replacing, installing, operating, and disposing of a gas system for the sale, transportation, delivery, and distribution of natural gas within the municipal boundaries of the City and to the residents and businesses located therein for light, heat, power, and any other purpose. This agreement will allow WTG the right to use both present and future streets, roads, highways, alley, public way, and other real property owned by or under the control of the City, in order to conduct their authorized operations.

For the purposes of this ordinance and agreement, the Company will remit, on a quarterly basis, an amount equal to five percent (5%) of gross revenues of the system. The amount of 5% is widely used as a standard rate across the State of Texas for franchise agreements, and mirrors the State Franchise Agreement amounts for other utility services. Gross revenue in this agreement is defined as all revenue derived or received by WTG from or in connection with the operation of the natural gas system within the City, for services provided to residential, commercial, and industrial customers. Gross revenues applicable to the remittance to the City will not include revenue of any affiliate or subsidiary of WTG operating solely outside the limits of the City, taxes imposed by law on customers that WTG is obligated to pass through to the taxing entity, investment earnings, and revenues from the sale, distribution, or transportation of natural gas, to or for governmental or municipal customers.

This agreement is for a period of 15 years.

Fiscal Impact

Revenues to the City of Lubbock will be 5% of gross revenues derived from the sale, transportation, and distribution of natural gas by West Texas Gas, LLC, within the municipal boundaries of the City of Lubbock.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance - WTG Franchise Fee-c

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LUBBOCK, TEXAS, GRANTING TO WEST TEXAS GAS, LLC, A TEXAS CORPORATION WITH ITS PRINCIPAL OFFICE IN THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, THE FRANCHISE AND RIGHTS TO CONDUCT IN SUCH CITY THE BUSINESS OF ACQUIRING, MAINTAINING, CONSTRUCTING, LAYING, REPAIRING, REMOVING, REPLACING, INSTALLING, OPERATING, AND DISPOSING OF A GAS SYSTEM FOR THE SALE, TRANSPORTATION, AND DISTRIBUTION OF NATURAL GAS WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY AND TO THE RESIDENTS AND BUSINESSES LOCATED THEREIN FOR LIGHT, HEAT, POWER, AND ANY OTHER PURPOSES AND THE RIGHT TO USE THE PRESENT AND FUTURE STREETS, ROADS, HIGHWAYS, ALLEYS, PUBLIC WAYS, AND REAL PROPERTY IN SUCH CITY AND OWNED OR CONTROLLED BY SUCH CITY FOR SUCH PURPOSES; PRESCRIBING THE TERMS AND CONDITIONS TO WHICH SUCH FRANCHISE AND RIGHTS ARE SUBJECT; AND PRESCRIBING THE TERM OF SUCH FRANCHISE AND RIGHTS.

BE IT HEREBY ORDAINED by the CITY of LUBBOCK, TEXAS (hereinafter referred to as the "City") that, subject to the terms and conditions hereinafter set forth, WEST TEXAS GAS, LLC, a Texas corporation with its principal office in the City of Midland, Midland County, Texas (hereinafter referred to as "West Texas Gas" or "Company"), be, and hereby is, granted the non-exclusive franchise and rights to conduct in the City the business of acquiring (by purchase, lease, or otherwise), maintaining, constructing, laying, repairing, removing, replacing, installing, operating, and disposing of (by sale, lease, or otherwise) a gas system, as hereinafter defined, for the sale, transportation, delivery, and distribution of natural gas within the municipal boundaries of the City and to the residents and businesses located therein for light, heat, power, and any other purpose during the term set forth below. Such franchise and rights shall include, but not be limited to, the right to use the present and future streets, roads, highways, alleys, public ways, and other real property owned by or under the control of the City for purposes of maintaining, constructing, laying, repairing, removing, replacing, installing, and operating any and all components of the gas system, together with access, at all times and from time to time, to such streets, roads, highways, alleys, public ways, and other real property during the term hereof.

ARTICLE I

DEFINITIONS

For purposes of this ordinance, the following terms shall have the meanings set forth below:

Section 1.1. Gas System. The term "Gas System" or "System" shall mean any and all pipes, pipelines, as hereinafter defined, gas mains, laterals, feeders, regulators, meters, fixtures, valves, compressors, anti-corrosion items, facilities, structures, machinery, equipment, connections, and any other equipment or instrumentalities and appurtenances of any kind that West Texas Gas may deem necessary or advisable, used in or incident to providing delivery,

transportation, distribution, supply and sales of natural gas for heating, lighting, power, and any other purpose for which natural gas may now or hereafter be used, located within the corporate limits of the City and used for the exercise of the franchise and rights granted to West Texas Gas herein.

Section 1.2. Gross Revenues. The term "gross revenues" shall mean all revenue derived or received, directly or indirectly, by West Texas Gas from or in connection with the operation of the Gas System and for its services and related services provided by West Texas Gas to residential, commercial, industrial, governmental and municipal customers located within the corporate limits of the City and including, without limitation:

(a) All revenues received by West Texas Gas from the sale of gas within the City to all customers within the City; and

(b) All revenues received by West Texas Gas from the transportation of gas through the pipeline system of West Texas Gas within the City to commercial and industrial customers within the City.

(c) Gross revenues shall not include: (1) the revenue of any affiliate or subsidiary of West Texas Gas operating solely outside the corporate limits of the City or is not operating a Gas System; (2) taxes imposed by law on customers that West Texas Gas is obligated to collect and which West Texas Gas passes on, in full, to the applicable tax authority or authorities; (3) any investment income earned by West Texas Gas, or (4) revenues from the sale, distribution or transportation of natural gas to or for governmental or municipal customers located within the corporate limits of the City to the extent any franchise fees payable to the City on account of such gross revenues are not recoverable, whether by applicable law or otherwise, by West Texas Gas through its service rates, surcharge or line-item billing.

Section 1.3. Pipelines. The term "pipelines" shall mean any and all above-ground and below-ground pipes, including, but not limited to, mains, distribution lines, secondary lines, laterals, and other pipes, that have been, are being, or are intended to be used at any time in, or in connection with, the sale, transportation, or distribution of natural gas within the City.

Section 1.4. Public Right-of-Way. The term “public right-of-way” shall mean public streets, alleys, highways, bridges, easements, public places, public thoroughfares, grounds, and sidewalks of the City, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, or in such territory as may hereafter be added to, consolidated or annexed to the City.

Section 1.5. Transport Customer. The term "transport customer" shall mean any person or entity for which West Texas Gas transports gas through the pipeline system of West Texas Gas within the City to customers for delivery or consumption within the City.

ARTICLE II

TERM

Section 2.1. Term. Unless earlier terminated in accordance with the terms and provisions hereof, the term of the franchise and rights hereby granted to West Texas Gas shall be for a period of fifteen (15) years, commencing on the effective date hereof as defined in Section 7.7., below.

ARTICLE III

ACKNOWLEDGMENT AND GRANT

OF SPECIFIC RIGHTS OF WEST TEXAS GAS

Section 3.1. Rights and Powers of West Texas Gas. In addition to the franchise and rights granted herein to West Texas Gas, West Texas Gas has rights and powers granted pursuant to federal and state statutes and laws and the rules and regulations adopted by the Railroad Commission of Texas. Unless specified herein, this franchise does not abrogate such rights.

ARTICLE IV

OBLIGATIONS OF WEST TEXAS GAS

Section 4.1. Franchise Fee.

(a) As consideration for the grant of the franchise and rights herein and for the use by West Texas Gas of the streets, roads, highways, alleys, public ways, and other real property owned or controlled by the City, West Texas Gas shall pay to the City, within thirty (30) days after the end of each calendar quarter, a franchise fee equal to five percent (5%) of West Texas Gas's gross revenues derived from the sale, transportation, and distribution by West Texas Gas of natural gas in the City limits during the preceding calendar quarter. At any time during the term of this franchise, the City may increase the franchise fee payable hereunder. In the event the franchise fee herein provided, whether initially or as subsequently increased, is in excess of the amount recovered by West Texas Gas through base rates or surcharges, the City agrees that West Texas Gas may immediately add a line-item surcharge to the monthly bills of West Texas Gas's customers located within the City in an amount sufficient to recover such increase.

(b) Nothing in Subsection 4.1(a) shall preclude, or be deemed to preclude, West Texas Gas and the City from agreeing to an increase in the franchise fee in excess of the limitations imposed in such subsection or as otherwise allowed by applicable law.

(c) The franchise fee, together with any and all charges of the City for water, sewage, and garbage services provided by the City to West Texas Gas, any and all sales taxes collected by West Texas Gas, any and all reimbursement West Texas Gas is obligated to pay to City for repair of streets, and any and all ad valorem taxes assessed by the City against West Texas Gas' property, shall constitute the only amounts for which West Texas Gas shall be obligated to pay to the City and shall be in lieu of any and all other costs, levies, assessments, fees, or other amounts, of any kind whatsoever, that the City, currently or in the future, may charge West Texas Gas or assess against West Texas Gas' property.

(d) If West Texas Gas fails to pay when due any payment provided for in this Section, West Texas Gas shall pay such amount plus interest thereon at the current U.S. Prime Rate as published in the *Wall Street Journal* on the last business day of the quarter in which the payment was due. In the event the *Wall Street Journal* ceases to publish the U.S. Prime Rate, the City may use the U.S. Prime Rate published in any other newspaper of general circulation in the U.S. The reimbursement of the City by West Texas Gas for hiring experts in connection with the rate making process pursuant to state law for which West Texas Gas may be legally liable shall not be deducted from the gross receipts payment.

Section 4.2. Construction and Work Done By West Texas Gas; Insurance Requirements.

(a) All construction and the work done by West Texas Gas, and the operation of its business, under and by virtue of this ordinance, shall be in conformance with the ordinances, rules and regulations now in force and that may hereafter be adopted by the City, relating to the use of its Public Rights-of-Way and grounds of the City.

(b) West Texas Gas shall, when reasonably practicable, install all pipelines under-ground at such depth and in such manner so as not to interfere with the existing pavement, curbs, gutters, or underground wires, cables, or water or sewer pipes owned or controlled by the City. West Texas Gas shall attempt to utilize the alleys of the City insofar as is reasonably practicable in conducting its work and activities hereunder. Notwithstanding the foregoing, however, West Texas Gas may, when reasonably necessary, utilize the streets and any other public ways owned or controlled by the City to perform such work and activities. West Texas Gas shall not, unnecessarily or for any unreasonable period of time, obstruct or interfere with the public use of any of the streets, roads, highways, alleys, public ways, or other real property owned or controlled by the City.

(c) In determining the location of West Texas Gas's pipeline within the City, West Texas Gas shall minimize interference with then-existing underground structures of City or other utility franchises. Likewise, in determining the location of the facilities of the City and other utility franchises within the City,

City shall minimize interference with existing facilities of West Texas Gas and shall request other utility franchises to minimize interference with existing facilities of West Texas Gas.

(d) When West Texas Gas makes or causes to be made excavations or places or causes to be placed obstructions in any Public Right-of-Way or other public place, the public shall be protected by barriers and lights placed, erected, marked and maintained by West Texas Gas in accordance with applicable state and federal requirements. West Texas Gas shall repair, clean up, and restore to as good a condition as before commencement of work, all Public Rights-of-Way or other public places disturbed during the construction and repair of its gas distributing system. In the event West Texas Gas fails to restore the Public Rights-of-Way or public places to as good a condition as before the commencement of the work and within a reasonable time, the City may restore or maintain same, after giving West Texas Gas thirty (30) days' written notice, provided however that if West Texas Gas is proceeding diligently to restore the property, the time for restoration shall be extended for such time as is necessary for West Texas Gas to complete the restoration. If West Texas Gas fails to restore the Public Rights-of-Way or public places appropriately, West Texas Gas will receive a bill for the cost of the City repairing same. West Texas Gas shall, within thirty (30) days after receiving such bill, pay the actual cost for such service. In the second such instance of a failure, and in each instance of failure thereafter, to restore the Public Right-of-Way or public places appropriately in any calendar year, the City may include a penalty of up to ten percent (10%) of the City's cost of repairs. Any penalty of less than One Hundred Dollars ($100.00) shall be waived as *de minimus*.

(e) If City abandons any Public Right-of-Way in which West Texas Gas has facilities, West Texas Gas shall have the right to maintain its use of the former Public Right-of-Way as may be provided by applicable law.

(f) West Texas Gas shall carry a policy or policies of insurance issued by an insurance company or companies reasonably acceptable to City. Such policy or policies in the aggregate shall provide for the following minimum coverages: (i) Standard comprehensive general liability including coverage for premises, operations, explosion, products & completed operations, contractual liability, underground property damage, broad form property damage, independent contractors and personal injury; and (ii) General liability, combined single limit, $1,000,000 per occurrence. Nothing herein prevents the City from agreeing to substitute self-insurance coverage for the previously listed coverage requirements, upon proof of such self-insurance submitted to the City.

Section 4.3. Relocation of West Texas Gas Equipment.

(a) If the City in constructing its sewers, streets, utilities or other public works should require any mains, pipes or other system facilities or equipment located in public right-of-way to be shifted or relocated, such mains, pipes or other

system equipment shall be timely shifted or relocated by West Texas Gas at its own expense as and when required by the City.

(b) When the West Texas Gas is required by the City to remove or relocate its mains, laterals, and other system facilities or equipment located in public right-of-way to accommodate construction of Public Rights-of-Way or other public or City-owned facilities and West Texas Gas is eligible for reimbursement or surcharge under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by West Texas Gas as a result of the ordered relocation, and the application for reimbursement or surcharge is required by statute, written governmental policies, or rules to be filed and processed by the City, the City shall make reasonable efforts to timely and promptly notify West Texas Gas of any application deadlines of which it may be aware, and West Texas Gas costs and expenses shall be included in any application by City for reimbursement, if West Texas Gas submits its costs and expense documentation to the City prior to the filing of the application. Any failure by City to notify West Texas Gas of any application deadlines or to include West Texas Gas within any reimbursement application hereunder shall not constitute a waiver of West Texas Gas's rights, if any, to seek available reimbursement under applicable law.

(c) Nothing herein shall be construed to prohibit, alter or modify in any way the right of West Texas Gas to seek or recover a surcharge from customers for the cost of relocation pursuant to Section 104.112 of the Texas Utilities Code.

Section 4.4. Laying of Lines in Advance of Paving. West Texas Gas shall be given sixty (60) days' written notice of the intention of the City to pave any such Public Right-of-Way and specifying the new locations for the lines. Within sixty (60) days from receipt of such notice, West Texas Gas shall initiate work and thereafter proceed in a workmanlike manner to completion of the necessary work. If West Texas Gas should fail to so proceed, and such street or alley is thereupon paved, except in an emergency, West Texas Gas shall for three (3) years thereafter not be allowed thereafter to cut such pavement or excavate in such paved street or alley for any purpose, except by written permission of the City Manager under such reasonable terms and conditions as the City Manager may prescribe.

Section 4.5. Extensions to Residential Customers. West Texas Gas shall, extend an existing distribution main up to one hundred (100) feet for each single residential customer provided the potential consumption and revenue will be of such amount and permanence as to warrant the capital expenditures involved to make the investment economically feasible. Each customer of gas shall install and maintain suitable piping within his or her property lines and suitable appliances and fixtures, except meters.

Section 4.6. Installation of Meters. West Texas Gas shall install upon or immediately adjacent to the premises of each customer a meter of standard type for the purpose of accurately measuring the gas consumed by such customer. If a meter is installed in or near the Public Rights-of-Way, West Texas Gas agrees to discuss with the City Engineer or his delegate the

aesthetics of the meter placement. If agreement cannot be reached, West Texas Gas may install standard equipment.

Section 4.7. Rates.

(a) West Texas Gas shall furnish reasonably adequate service to the public at reasonable rates and charges for such service; and West Texas Gas shall maintain its Gas System in good order and condition. Such rates shall be established in accordance with all applicable statutes and ordinances. West Texas Gas shall, at all times, keep on file with the City a schedule setting forth current residential and commercial rates for natural gas and services rendered to customers within the City. Nothing contained in this ordinance, however, shall adversely affect West Texas Gas' right to apply for an increase in all or any of its rates at any time and from time to time during the term hereof and to a lawful and equitable decision with respect to any such application.

(b) West Texas Gas shall not grant, directly or indirectly, any rebate, in the form of money or any other thing of value, to any consumer in order to circumvent the rate schedule filed with the City pursuant to this franchise agreement.

(c) In addition to the rates charged for gas supplied and transported, West Texas Gas may make and enforce reasonable charges, rules and regulations for service rendered in the conduct of its business in accordance with its tariffs, rate schedules, service policies, and Quality of Service Rules as approved by the City and filed with the Railroad Commission of Texas. West Texas Gas may require, before furnishing service, the execution of a contract for such service.

(d) West Texas Gas shall be entitled to require each and every residential customer of gas, before gas service is commenced or reinstated, to satisfactorily establish credit pursuant to West Texas Gas's Quality of Service Rules as may be in effect during the term of this franchise. Said deposit shall be retained and refunded in accordance with such Quality of Service Rules and shall bear interest, as provided by applicable law. Upon termination of service, West Texas Gas shall be entitled to apply said deposit, with accrued interest, to any indebtedness owed West Texas Gas by the customer making the deposit.

(e) West Texas Gas shall have the right to contract with each customer with reference to the installation of, and payment for, any and all of the gas piping from the connection thereof with West Texas Gas's main in the right-of-way to and throughout the customer's premises. West Texas Gas shall own, operate and maintain all service lines, which are defined as the supply lines extending from West Texas Gas's main to the customer's meter where gas is measured by West Texas Gas. The customer shall own, operate, and maintain all yard lines and house piping, which are defined as supply lines extending from the point of connection with West Texas Gas's customer meter where gas is measured to the point of connection with customer's house piping.

Section 4.8. Maps of Gas System. West Texas Gas shall have available a map or maps showing the current location of all pipelines and other components of West Texas Gas's natural gas distribution facilities located in the City.

Section 4.9. Removal of Gas System and Bond for Removal. West Texas Gas may remove all or any portion of the gas system upon the termination by the City, pursuant to this ordinance, of the franchise and rights granted hereby. West Texas Gas shall, upon electing to remove all or any portion of the gas system in accordance with this ordinance, file with the Secretary of the City a bond in a reasonable amount and with a proper and adequate surety, securing West Texas Gas's obligation to promptly repair, at West Texas Gas's sole expense, any damage to any real property owned or controlled by the City caused by West Texas Gas' removal of all or any portion of the gas system and to restore such property to substantially the same condition it was in immediately prior to the incident causing such damage.

Section 4.10. Federal, State Licenses and Regulations. West Texas Gas shall maintain all certifications, licenses, and permits required in order to conduct a gas system within the municipal limits of the City and within the State of Texas whether such certifications, licenses or permits are required by federal, state or local law, statute, administrative rule or regulation. Without acting as a limitation on any other provision within this franchise, this provision shall be deemed a material provision and failure by West Texas Gas to comply with this provision shall be considered a material breach and the City may pursue any and all remedies available to it including, without limitation, termination of this franchise as provided for in Article VI.

ARTICLE V

RIGHTS OF THE CITY

Section 5.1. Reservation of Rights: General.

(a) The City reserves to itself the right and power at all times to exercise, in the interest of the public and in accordance with state law, regulation and control of West Texas Gas's rates and services to insure the rendering of efficient public service at reasonable rates.

(b) The rights, privileges, and franchises granted by this ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of furnishing gas for light, heat, and power and for City and the inhabitants thereof.

(c) City expressly reserves the right to own and/or operate its own system for the purpose of transporting, delivering, distributing, or selling gas to and for the City and inhabitants thereof.

Section 5.2. Right to Indemnification; Right to be Held Harmless. West Texas Gas shall indemnify, defend and hold harmless the City and all of its present, future and former agents, employees, officials and representatives in their official, individual and representative capacities from and against any and all liability created by, arising from or in any manner

relating to the construction, operation, maintenance, repair or replacement of West Texas Gas's System and facilities or the use of the Public Rights-of-Way or in any way growing out of the granting of this franchise, either directly or indirectly, or by reason of any act, negligence, or nonfeasance of the contractors, agents or employees of West Texas Gas. As used herein, the term "liability" includes, but is not limited to, any and all claims, demands, causes of action, judgments, liens, and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental) of any conceivable character, due to or arising from injuries to persons (including death) or to property (both real and personal). The indemnity provided herein expressly include, without limitation, any liability arising through the doctrines of strict or products liability and any liability arising under the constitutions of the United States or Texas or any liability arising through any type or form of environmental claim or cause of action. Upon the commencement of any suit or proceeding at law against the City relating to or covering any matter covered by this indemnity, the City shall tender the defense of said suit or proceeding at law to West Texas Gas, and West Texas Gas shall thereupon at its own cost and expense defend, compromise, or settle the same. Any settlement involving a claim or cause of action against the City shall, unless otherwise agreed to by the City, release the City from any and all liability as a result of said claim or cause of action. This indemnity and hold harmless agreement shall not apply to any situation to the extent the city is liable for the actions, suits or claims of injury or damage by reason of City's negligence.

Section 5.3. Right to Renegotiation. If either City or West Texas Gas requests renegotiation of any term of this franchise ordinance, West Texas Gas and City agree to renegotiate in good faith revisions to any and all terms of this franchise ordinance. If the parties cannot come to agreement upon any provisions being renegotiated, then the existing provisions of the franchise ordinance will continue in effect for the remaining term of the franchise.

Section 5.4. Right to Use of Streets. The right of West Texas Gas hereunder to use any streets, roads, highways, alleys, public ways, and other real property owned or controlled by the City shall in no way affect the right of the City or its agents to maintain, construct, lay, repair, remove, replace, install, or operate any pavement, curbs, gutters, or underground wires, cables, or water or sewer pipes owned by the City and located on or near such streets, roads, highways, alleys, public ways, and other real property.

Section 5.5. Inspection of Books and Records. City may, if it sees fit, have the books and records of West Texas Gas examined by a representative of said City to ascertain the correctness of the sworn reports agreed to be filed herein. If such an examination reveals West Texas Gas has underpaid the City, then upon receipt of written notification from City regarding the existence of such underpayment, West Texas Gas shall immediately remit the amount of underpayment to City. To the extent that the underpayment is greater than three (3) percent of the franchise fee payment made, West Texas Gas is responsible for reimbursing the City for the costs of the audit.

ARTICLE VI

REMEDIES UPON DEFAULT BY WEST TEXAS GAS

Section 6.1. Termination of Franchise and Rights.

(a) In addition to any rights set out elsewhere in this ordinance, the City reserves the right to terminate the franchise and all rights and privileges pertaining thereto, in the event that West Texas Gas violates any material provision of the franchise or West Texas Gas becomes insolvent, or is adjudged bankrupt.

(b) Procedures for Termination.

(1) The City may, at any time, terminate this franchise for a continuing material violation by West Texas Gas of any of the substantial terms hereof. In such event, the City shall give to West Texas Gas written notice, specifying all grounds on which termination or forfeiture is claimed, by registered mail, addressed and delivered to West Texas Gas at the address set forth in Section 7 hereof. West Texas Gas shall have sixty (60) days after the receipt of such notice within which to cease such violation and comply with the terms and provisions hereof. In the event West Texas Gas fails to cease such violation or otherwise comply with the terms hereof, then West Texas Gas's franchise is subject to termination under the following provisions. Provided, however, that, if West Texas Gas commences work or other efforts to cure such violations within thirty (30) days after receipt of written notice and shall thereafter prosecute such curative work with reasonable diligence until such curative work is completed, then such violations shall cease to exist, and the franchise will not be terminated.

(2) Termination shall be declared only by written decision of the City Council after an appropriate public proceeding whereby West Texas Gas is afforded the full opportunity to be heard and to respond to any such notice of violation or failure to comply. West Texas Gas shall be provided at least ten (10) days prior written notice of any public hearing concerning the termination of the franchise. In addition, ten (10) days notice by publication shall be given of the date, time and place of any public hearing to interested members of the public, which notice shall be paid for by West Texas Gas.

(3) The City, after full public hearing, and upon finding material violation or failure to comply, may terminate the franchise or excuse the violation or failure to comply, upon a showing by West Texas Gas of mitigating circumstances or upon a showing of good cause of said violation or failure to comply as may be determined by the City Council.

(4) Nothing herein stated shall prevent the City from seeking to compel compliance by suit in any court of competent jurisdiction if West Texas Gas fails to comply with the terms of this franchise after due notice and the providing of adequate time for West Texas Gas to comply with said terms.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1. Force Majeure. Notwithstanding anything expressly or impliedly to the contrary contained herein, in the event West Texas Gas is prevented, wholly or partially, from complying with any obligation or undertaking contained herein by reason of any event of force majeure, then, while so prevented, compliance with such obligations or undertakings shall be suspended, and the time during which West Texas Gas is so prevented shall not be counted against West Texas Gas for any reason. The term "force majeure," as used herein, shall mean any cause not reasonably within West Texas Gas' control and includes, but is not limited to, acts of God, strikes, lock-outs, wars, riots, orders or decrees of any lawfully constituted federal, state, or local body, contagions or contaminations hazardous to human life or health, fires, storms, floods, wash-outs, explosions, breakages or accidents to machinery or lines of pipe, inability to obtain or the delay in obtaining rights-of-way, materials, supplies, or labor permits, temporary failures of gas supply, or necessary repair, maintenance, or replacement of facilities used in the performance of the obligations contained in this ordinance.

Section 7.2. Other Ordinances. Except to the extent otherwise expressly provided herein, the franchise and rights granted hereby and the operations and activities performed by West Texas Gas pursuant hereto shall be subject to all valid ordinances and regulations of the City and any valid amendments thereto insofar as, and only insofar as, such ordinances and regulations (i) do not shorten the term hereof or terminate, abrogate, or materially and adversely affect the franchise and rights granted to West Texas Gas hereby or (ii) do not conflict with or are not inconsistent with the terms and provisions contained in this ordinance, such conflicting or inconsistent ordinances hereby being repealed to the extent of such conflict or inconsistency.

Section 7.3. Conflicting Franchises. If West Texas Gas, in laying its pipes, shall come into conflict with the rights of any other person or corporation having a franchise from the City, the City Council shall decide all questions concerning the conflicting rights of the respective parties, and shall determine the location of the structures of the said parties and what shall reconcile their differences. West Texas Gas records shall be available to City for review and inspection for compliance with this franchise at reasonable times and upon reasonable notice.

Section 7.4. Amendments. This ordinance and the franchise and rights granted herein may be amended only by written agreement of the City and West Texas Gas to such amendment, which amendment shall be published in the same form and manner as the original franchise.

Section 7.5. Severability. In the event any part of this ordinance is determined to be invalid or illegal for any reason whatsoever, such invalidity or illegality shall not affect the validity or legality of this ordinance as a whole or of any part hereof.

Section 7.6. Binding Effect. This ordinance shall extend to, be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

Section 7.7. Effective Date. This ordinance shall become effective thirty (30) days from the date of the last publication of three required by Chapter 1, Article II, Section 18, of the City of Lubbock Charter at the expense of the utility and West Texas Gas shall file with the Secretary of the City a letter stating that West Texas Gas accepts this ordinance as adopted and agrees to comply with and be bound by all of the terms and conditions hereof. A true and correct copy of this ordinance as finally adopted shall be attached to such letter and by reference made a part thereof, and the letter shall be addressed to the Mayor and the governing body of the City, dated, and executed by an authorized officer of West Texas Gas.

Section 7.8. Section and Other Headings. The section and other headings contained in this ordinance are for reference purposes only and shall not affect in any way the meaning or interpretation of this ordinance.

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, 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

AI# 10730
Regular City Council Meeting
05/24/2022:

7. 6.

Information

Agenda Item

Resolution - Wastewater: Consider a resolution authorizing the Mayor to execute Contract 16453, with STP Well Service, for monitor well maintenance and repair services, for the Lubbock Land Application Site and the Hancock Land Application Site.

Item Summary

The City irrigates crops at the Lubbock and Hancock Land Application Sites with treated effluent water. Operations of these sites must comply with the City of Lubbock's wastewater discharge permit issued by the Texas Commission on Environmental Quality (TCEQ). In association with the crop irrigation, the wastewater discharge permit requires the City to sample and collect groundwater level measurements every 6 months, from approximately 70 monitor wells located at both sites.

This contract will provide routine maintenance, repair, and replacement of monitoring well equipment. Service under this contract will be on an as needed basis. ITB 2-16453-YB, was issued, and the City received a response from a sole bidder, STP Well Service of Petersburg, Texas, for $52,092.55.

Staff recommends contract award to the sole bidder, STP Well Service, of Petersburg, Texas. The term of the contract is for 1 year, with the option of 2 additional one-year extensions.

Fiscal Impact

The contract in the amount of $52,092.55, will be paid from the Water/Wastewater FY 2021-22 Operating Budget.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution- STPWellService
Contract- STPWellService
ProjectSummary-STPWell

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. 16453/ITB 22-16453-YB for Well Maintenance and Repair Services, by and between the City of Lubbock and STP Well Service, of Petersburg, 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

ccdocs/RES.Contract- 16453 Well Maintenance- STP Well Services
05.09.2022

City of Lubbock
Contract for
Well Maintenance and Repair Services

THIS CONTRACT made and entered into this ___ day of _____, **2022**, by and between the City of Lubbock ("City"), and **STP Well Service.**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Well Maintenance and Repair Services** and bids were received and duly opened as required by law; and

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

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Well Maintenance and Repair Services** and more specifically referred to as Items 1-26 on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contract shall be for a term of one (1) year, with the option of two (2), one year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

4. Prices quoted shall be set for a period for one (1) year, said date of term beginning upon City Council date of formal approval. The rate may be adjusted upward or downward at this time at a percentage not to exceed the effective change in Consumer Price Index (CPI) or Product Price Index (PPI), which ever is most appropriate for the specific contract for the previous 12-months at the City's discretion, the effective change rate shall be based on either the local or national index average rage for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

5. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written

notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

6. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

7. Insurance Requirements

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.
SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

TYPE OF INSURANCE		**COMBINED SINGLE LIMIT**	
GENERAL LIABILITY			
☒ Commercial General Liability		General Aggregate	$1,000,000
☐ Claims Made	☒ Occurrence	Products-Comp/Op AGG	X
☐ W/Heavy Equipment		Personal & Adv. Injury	X
☒ To Include Products of Complete Operation Endorsements		Contractual Liability	X
		Fire Damage (Any one Fire)	X
AUTOMOTIVE LIABILITY		Med Exp (Any one Person)	X
☒ Any Auto	☐ All Owned Autos		
Owned Autos		Per Occurrence	$1,000,000
EXCESS LIABILITY			
☒ Umbrella Form		Each Occurrence	$4,000,000
		Aggregate	
☒ POLLUTION			$1,000,000
☒ WORKERS COMPENSATION – STATUTORY AMOUNTS **OR**			$500,000
OCCUPATIONAL MEDICAL AND DISABILITY			
☒ EMPLOYERS' LIABILITY			$1,000,000

OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED

☒ *City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory bases.*
☒ *To include products of completed operations endorsement.*
☒ *Waiver of subrogation in favor of the City of Lubbock on all coverages, except*_____

IMPORTANT: POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

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

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

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

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

8. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

9. 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.

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

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

12. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

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

14. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

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

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

entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

16. 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.

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

18. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

19. This Contract consists of the following documents set forth herein; Invitation to Bid No. 22-16453-YB, Specifications, and the Bid Form.

-----INTENTIONALLY LEFT BLANK-----

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Tray Payne, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Aubrey Spear, Director of Water Utilities

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

CONTRACTOR

BY J Kyle Sorrells
Authorized Representative

J. Kyle Sorrells
Print Name

2932 FM 400
Address

Petersburg TX 79250
City, State, Zip Code

City of Lubbock, TX
ITB 22-16453-YB
Well Maintenance and Repair Services
Specifications

SCOPE

The City of Lubbock is seeking a service contract with one or more well maintenance companies to perform routine maintenance, repair and replacement of electrical submersible and solar panel powered water wells, remediation (irrigation type) and monitoring well equipment. Work under this contract will be on an as needed basis.

Vendor shall verbally respond to service requests within 24 hours to schedule and work shall be initiated with 2 business days, unless otherwise approved by the site representative. The price must include travel, labor and incidental parts & supplies, necessary to perform the services.

The successful vendor will provide routine and scheduled maintenance for the Lubbock and Hancock Land Applications Sites, Lake Alan Henry Wildlife Area Site, Caliche Canyon Landfill and other location if needed. Service will to include, but will not be limited to the following:

1. Irrigation Wells – Submersible
a. Pull and/or Set
b. Baling and/or Cleanout
c. Wire Cable Splice

2. Domestic Wells Pressure, Standard Electric Submersible or Solar Panel Systems
a. Pull and/or set – 1 trip
b. Install or change pressure tank
c. Miscellaneous labor with pump truck
d. Wire cable splice
e. Bailing or cleanout
f. Submersible electric pump, all electrical component parts repair or replacement, control box, timer control box, pipe, joint and/or valve repair or replacement
g. Solar Panel, solar panel specific pump, all electrical component parts repair or replacement, control box, timer control box, pipe, joint and/or valve repair or replacement

3. Electric well panel work by electrician
a. Panels (Sizes 1,2,3 or 4)
b. Service Call
c. Labor after hours
d. Miscellaneous electric parts

4. Well Video Inspection

5. Backhoe and Concrete Pad
a. Equipment with operator
b. Concrete well pad
c. Demolition, removal and disposal of irrigation and monitoring well surface structures

6. Well Plugging
a. Rig charge
b. Remove concrete slab, pull casing if possible or dig and cut off casing as required.
c. Furnish and install tremie pipe
d. Cement well and remove tremie pipe
e. Load and dispose of surface structure and casing debris
f. Plugging report submittal is due 14 days after completion.

City of Lubbock, TX
Purchasing and Contract Management

VENDOR ACKNOWLEDGEMENT FORM

The City of Lubbock reserves the right to accept or reject any and all proposals in whole or in part and waive any informality in the competitive proposal process. Further, the city reserves the right to enter into any contract deemed to be in the best interest of the city.

It is the intent and purpose of the City of Lubbock that this request permits competitive proposals. It is the offeror's responsibility to advise the City of Lubbock Director of Purchasing and Contract Management if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the director of purchasing and contract management no later than five (5) business days prior to the above submittal deadline.

The City of Lubbock Charter states that no officer or employee of the City can benefit from any contract, job, work or service for the municipality or be interested in the sale to the City of any supplies, equipment, material or articles purchased. Will any officer or employee of the City, or member of their immediate family, benefit from the award of this proposal to the above firm?

___ YES ✓ NO

THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS PROPOSAL IS BASED ON ANY ADDENDA POSTED.

INSURANCE REQUIREMENTS

I, the undersigned Bidder certify that the insurance requirements contained in this bid document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

If the time requirement specified above is not met, the City has the right to reject this proposal and award the contract to another contractor. If you have any questions concerning these requirements, please contact the Director of Purchasing & Contract Management for the City of Lubbock at (806) 775-2572.

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for

City of Lubbock
ITB 22-16453-YB
Well Maintenance and Repair Services
Bid Form

#	Items	Quantity Required (+/-)	UOM	**Location Total** **STP Well Service Petersburg, TX $52,092.55** Unit Price (Service Rate/Cost Per Ft)	Total Cost
1					
#1-1	Service Call	1	EA	$150.00	$150.00
#1-2	Baling and/or Cleanout (Sand)	1	EA	200.00	200.00
#1-3	Wire Cable Splice	1	EA	50.00	50.00
#1-4	Shop Labor	1	EA	250.00	250.00
#1-5	Drop Pipe with Couplings	1	EA	9.50	9.50
#1-6	Pump Cable	1	FT	3.05	3.05
#1-7	Check Valve	1	EA	75.00	75.00
#1-8	Control Box	1	EA	150.00	150.00
#1-9	Gate Valve and Fittings	1	LS	150.00	150.00
2					
#2-1	Pull and/or Set Irrigation Subs 2" – 4" Pipe	4000	FT	2.00	8,000.00
#2-2	Pull and/or Set Irrigation Subs 5" – 6" Pipe	600	FT	4.00	2,400.00
3					
#3-1	Install and remove equipment from well and bail	5	EA	3,500.00	17,500.00
#3-2	Air Compressor Repairs	1	LS	1,200.00	1,200.00
4					
#4-1	One Well	3	EA	600.00	1,800.00
#4-2	Additional Wells – same day service	1	EA	600.00	600.00
5					
#5-1	Concrete well pad construction or repair. Concrete Flatwork – 4' reinforced Class A concrete (3,000 psi); to include labor, equipment, and subgrade preparation, complete in place.	100	SF	60.00	6,000.00
#5-2	Demolition, removal, and disposal of irrigation and monitoring well surface structures	3	EA	500.00	1,500.00
#5-3	Service Call with Backhoe and Operator	1	EA	750.00	750.00
6					
#6-1	Service Call With Rig	1	LS	250.00	250.00
#6-2	Remove concrete slab, pull casing if possible or dig and cut off casing as required.	3	EA	500.00	1,500.00
#6-3	Labor rate for rig up and plugging well on site	30	Hours	250.00	7,500.00
#6-4	Load and dispose of surface structure and casing debris	3	EA	500.00	1,500.00
#6-5	Labor to remove and replace discharge	1	EA	350.00	350.00
7					
#7-1	Report	1	EA	150.00	150.00
8					
#8-1	Mileage Rate Outside of 50 Mile Radius of Lubbock, TX. (Per Mile)	1	MI	5.00	5.00
9					
#9-1	Mark Up %	1	EA	50.00	50.00

goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.
Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.
I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

TEXAS GOVERNMENT CODE SECTION 2252.152

The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

TEXAS GOVERNMENT CODE SECTION 2271.002

Company hereby certifies the following:
1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

The following definitions apply to this state statute:
(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

TEXAS GOVERNMENT CODE 2274

By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

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

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

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

FEDERAL AND STATE SAFETY REGULATIONS

Contractor shall comply with all federal and state safety regulation including but not limited to Occupational, Safety and Health Administration (OSHA) and the Department of Workforce Development (DWD) regulations. This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Bus to be in violation of the FTA terms and conditions.

All Environmental Protection Agency (EPA) rules and regulations must be followed by the Contractor.

MASTER AGREEMENT

For Federal Transit Administration Agreements authorized by 49 U.S.C. chapter 53, Title 23, United States Code (Highways), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, as amended by the SAFETEA-LU Technical Corrections Act of 2008, the Transportation Equity Act for the 21st Century, as amended, the National Capital Transportation Act of 1969, as amended, the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, February 17, 2009, or other Federal laws that FTA administers.

https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements

The Master Agreement can be found in its entirety on the City of Lubbock website www.ci.lubbock.tx.us

VENDOR ACKNOWLEDGEMENT

In compliance with this solicitation, the undersigned offeror having examined the request for proposal/invitation for bid instructions to offerors/bidder, documents associated with the request for proposals, and being familiar with the conditions to be met, has reviewed the information regarding:

- Insurance Requirements
- Suspension and Debarment Certification
- Texas Government Code Section 2252.152
- Texas Government Code Section 2271.002
- Texas Government Code 2274
- Federal and State Regulations
- Master Agreement

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in proposal rejection.

J. Kyle Sorrells
Authorized Signature

Owner
Title

J. Kyle Sorrells
Print/Type Name

3-30-22
Date

STP Well Service
Company Name

2932 FM 400
Address

Petersburg, Tx 79250
City, State Zip Code

Purchasing and Contract Management
Project Summary

ITB 22-16453-YB Well Maintenance and Repair Services

Notice was published in the Lubbock Avalanche Journal on March 13 and March 20, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire-hub.com from March 16, 2022 to March 30, 2022.
21 vendors took documents from Bonfire-hub.com
5 vendors were notified separately.
1 vendors submitted a bids.

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute an amendment to Community Development Funding Contract 16033, and all related documents, through the Emergency Solutions Grant Coronavirus Aid, Relief and Economic Security Act CARES (ESG-CV) administered by the U.S. Department of Housing & Urban Development (HUD), with Paul's Project of Lubbock, to provide services to qualified low to moderate income persons and families experiencing homelessness.

Item Summary

Grantee: Paul's Project of Lubbock
Funding Source: Emergency Solution Grant Coronavirus Aid Relief and Economic Security Act CARES (ESG- CV) funds from HUD
Use of Funds: Emergency Shelter Operations/Improvements to prevent, prepare for, and respond to the Coronavirus pandemic (COVID-19)
Original Allocation: $200,000
Additional Allocation: $640,000
Original Terms: July 1, 2021 – September 30, 2022
Extended Term: September 30, 2023

Fiscal Impact

There is no fiscal impact to the General Fund. The maximum amount allocated to Paul's Project for the ESG CV is $840,000.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Karen Murfee, Community Development Director

Attachments

Resolution - Paul's Project
Amendment to Paul's Project

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the Community Development Funding Agreement 16033, and all related documents, between the City of Lubbock and Paul's Project, for the Emergency Solutions Grant Coronavirus Aid, Relief and Economic Security Act CARES (ESG-CV). 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 _____.

_____

TRAY PAYNE, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____

Kelli Leisure, Assistant City Attorney

ccdocs/RES. Amendment No. 1ESG Contract 16033 – ESG CV Pauls Project
5.10.22

AMENDMENT I

EMERGENCY SOLUTIONS GRANT (ESG), CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT CARES (CV)
BETWEEN
CITY OF LUBBOCK
AND
PAUL'S PROJECT

This First Amendment (the "Amendment") to the City of Lubbock Emergency Solutions Grant Coronavirus Aid, Relief and Economic Security Act CARES (ESG-CV) Program (the "Agreement") Contract No.**16033** is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the "City") and **Paul's Project**, (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 _____, 2022** (the "Effective Date").

RECITALS:

WHEREAS, the City is obligated to do and perform certain services in its undertaking of an Emergency Solutions Grant Coronavirus Aid, Relief and Economic Security Act (CARES Act), Public Law 116-136. Funds are to be used to prevent, prepare for and respond to coronavirus pandemic (COVID-19) The McKinney-Vento Act means the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.). Coronavirus means SARS–CoV–2 or another coronavirus with pandemic potential, as defined by section 23005 of the CARES Act; and

WHEREAS, the Grantee operates a non-profit center offering services to the homeless throughout Lubbock County, Texas.

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under provisions of the Emergency Solutions Grant Regulation under the U.S. Department of Housing and Urban Development (HUD) program regulations 24 CFR Part 576 for Nonprofit Grantees ; and

WHEREAS, the Grantee proposes to provide services to prevent, prepare for and respond to COVID-19 which will provide funds in order to mitigate the impacts of COVID-19 for emergency shelter, rapid re-housing, homelessness prevention and a homeless management information system (the "Program"); 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

WHEREAS, the City desires to enter into this Amendment 1 of the Agreement with the Grantee to make available the services provided under the Program; and **NOW, THEREFORE:**

AMENDMENT

Article 1. The language in Article I "Term of Agreement" of the agreement shall be replaced with the following:

"This Agreement shall take effect on July 1, 2021, and shall terminate on September 30, 2023, unless otherwise cancelled or modified according to the terms of this Agreement."

Article 2. The language in Article III, A 'Disbursement and Funds' of the Agreement shall be replaced with the following:

"The City agrees to reimburse Grantee when, if and to the extent Federal funds are received under provisions of the Act a sum up to and not to exceed eight hundred and forty thousand dollars ($840,000) for the Grantee's performance of the Scope of Work in accordance with the Budget attached hereto as Exhibit A.)"

Article 3. The language in Exhibit A 'Term' of the Agreement shall be replaced with the following:

Term - July 1, 2021 – September 30, 2023

Article 4. The language in Exhibit A 'Allocation' of the Agreement shall be replaced with the following:

"*Allocation $840,000*"

Article 5. The language in Exhibit A Timeline of the Agreement shall be replaced with the following:

Activity	***Timeline***	***Accomplishments***
ESG-CV	*July 1, 2021 – September 30, 2023*	*300 unduplicated*

Article 6. The language in Exhibit A 'Budget' of the Agreement shall be replaced with the following:

Line Item	*Amount*
Emergency Shelter Improvements	*$840,000*

This Amendment shall become effective upon execution by the Parties. The remainder of the Agreement shall remain in full force and effect accept as changed herein.

(Signatures on following page)

SIGNATURES

FOR: THE CITY OF LUBBOCK

TRAY PAYNE, MAYOR

FOR: PAUL'S PROJECT

Christopher L. Moore, Executive Director

Ryan Braus, Board President

FED. I.D. #47-2366074

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Karen Murfee, Community Development Director

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute an amendment to Community Development Funding Contract 16059, and all related documents, through the Emergency Solutions Grant Coronavirus Aid, Relief and Economic Security Act CARES (ESG-CV) administered by the U.S. Department of Housing & Urban Development (HUD), with the Salvation Army of Lubbock, to provide services to qualified low to moderate income persons and families experiencing homelessness.

Item Summary

Grantee: The Salvation Army of Lubbock
Funding Source: Emergency Solution Grant Coronavirus Aid Relief and Economic Security Act CARES (ESG- CV) funds from HUD
Use of Funds: Emergency Shelter Operations/ Improvements to prevent, prepare for, and respond to the Coronavirus pandemic (COVID-19)
Original Allocation: $200,000
Additional Allocation: $410,000
Original Terms: July 1, 2021 – September 30, 2022
Extended Term: September 30, 2023

Fiscal Impact

There is no fiscal impact to the General Fund. The maximum amount allocated to the Salvation Army for the ESG CV is $610,000.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Karen Murfee, Community Development Director

Attachments

Amendment to Salvation Army
Resolution - Salvation Army

AMENDMENT I

EMERGENCY SOLUTIONS GRANT (ESG), CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT CARES (CV) FUNDING AGREEMENT BETWEEN THE CITY OF LUBBOCK AND SALVATION ARMY OF LUBBOCK, A GEORGIA CORPORATION

This First Amendment (the "Amendment") to the City of Lubbock Emergency Solutions Grant Coronavirus Aid, Relief and Economic Security Act CARES (ESG-CV) Program (the "Agreement") Contract No.**16059** is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the "City") and **Salvation Army of Lubbock**, a Georgia 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 _____, 2022** (the "Effective Date").

RECITALS

WHEREAS, the City is obligated to do and perform certain services in its undertaking of an Emergency Solutions Grant Coronavirus Aid, Relief and Economic Security Act (CARES Act), Public Law 116-136. Funds are to be used to prevent, prepare for and respond to coronavirus pandemic (COVID-19) The McKinney-Vento Act means the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.). Coronavirus means SARS–CoV–2 or another coronavirus with pandemic potential, as defined by section 23005 of the CARES Act; and

WHEREAS, the Grantee operates a non-profit center offering services to the homeless throughout Lubbock County, Texas.

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under provisions of the Emergency Solutions Grant Regulation under the U.S. Department of Housing and Urban Development (HUD) program regulations 24 CFR Part 576 for Nonprofit Grantees ; and

WHEREAS, the Grantee proposes to provide services to prevent, prepare for and respond to COVID-19 which will provide funds in order to mitigate the impacts of COVID-19 for emergency shelter, rapid re-housing, homelessness prevention and a homeless management information system (the "Program"); 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

WHEREAS, the City desires to enter into this Amendment 1 of the Agreement with the Grantee to make available the services provided under the Program; and **NOW, THEREFORE:**

AMENDMENT

Article 1. The language in Article I "Term of Agreement" of the agreement shall be replaced with the following:

"This Agreement shall take effect on July 1, 2021, and shall terminate on September 30, 2023, unless otherwise cancelled or modified according to the terms of this Agreement."

Article 2. The language in Article III, A 'Disbursement and Funds' of the Agreement shall be replaced with the following:

"The City agrees to reimburse Grantee when, if and to the extent Federal funds are received under provisions of the Act a sum up to and not to exceed six hundred and ten thousand dollars ($610,000) for the Grantee's performance of the Scope of Work in accordance with the Budget attached hereto as Exhibit A.)"

Article 3. The language in Exhibit A 'Term' of the Agreement shall be replaced with the following:

Term - July 1, 2021 – September 30, 2023

Article 4. The language in Exhibit A 'Allocation' of the Agreement shall be replaced with the following:

"Allocation $610,000"

Article 5. The language in Exhibit A Timeline of the Agreement shall be replaced with the following:

Activity	***Timeline***	***Accomplishments***
ESG-CV	*July 1, 2021 – September 30, 2023*	*1000 unduplicated*

Article 6. The language in Exhibit A 'Budget' of the Agreement shall be replaced with the following:

Line Item	*Amount*
Emergency Shelter	*$450,000*
Rapid Re-Housing	*$160,000*

This Amendment shall become effective upon execution by the Parties. The remainder of the Agreement shall remain in full force and effect accept as changed herein.

(Signatures on following page)

SIGNATURES

FOR: THE CITY OF LUBBOCK:

TRAY PAYNE, MAYOR

FOR: SALVATION ARMY OF LUBBOCK, A GEORGIA CORPORATION

Lt. Colonel Ronnie Raymer,
Divisional Commander DHQ

Cody Scott,
Board President

FED.I.D. #58-0660607

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Karen Murfee, Community Development Director

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the Community Development Funding Agreement 16059, and all related documents, between the City of Lubbock and the Salvation Army of Lubbock, a Georgia Corporation, for the Emergency Solutions Grant Coronavirus Aid, Relief and Economic Security Act CARES (ESG-CV). 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. Amendment 1 ESG Contract 16059 – ESG CV Salvation Army
5.10.22

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Contract 16447, with Tommy Klein Construction, Inc., to construct a Federal Inspection Service Facility at the Lubbock Preston Smith International Airport.

Item Summary

U.S. Customs and Border Protection (CBP) has maintained an official presence at the Lubbock Preston Smith International Airport for many years, providing international passenger, cargo, and crew inspection services, to small general aviation and air cargo operators. In October 2018, airport staff was advised the existing operational space was not compliant with Airport Technical Design Standards, and CBP formally requested a proper general aviation facility.

The existing space, located in the Executive Terminal building on the east side of the airport, was evaluated, and it was determined the space is not sufficient to meet the required design standards. After evaluating all options, including new construction and renovation of all available spaces located on airport property, relocation to a renovated space at 6202 N I-27 Suite 200 is the most viable option.

This contract is for the construction and relocation of the Federal Inspection Service Facility for the U.S. Customs and Border Patrol at Lubbock Preston Smith International Airport. ITB 21-16447-TF was issued, and the sole bid was received from Tommy Klein Construction, Inc. of Lubbock, Texas, in the lump sum amount of $2,728,000.

Airport staff and the Airport Advisory Board recommend Contract 16447 be awarded to Tommy Klein Construction, Inc. of Lubbock, Texas, to construct a Federal Inspection Service Facility at Lubbock Preston Smith International Airport. Time for final completion is 273 consecutive calendar days.

Fiscal Impact

Contract 16447, for $2,728,000, with Tommy Klein Construction, Inc., will be funded from Capital Project 92619.8302.10000.

Staff/Board Recommending

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

Attachments

Resolution - Tommy Klein
Contract - Tommy Klein
Bid Submittal Form - Tommy Klein Construction Inc

CBP Letter
Budget Detail
Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for an on behalf of the City of Lubbock a contract, and related documents, for the construction of a Federal Inspection Service Facility, pursuant to and consistent with the terms and conditions set forth in that certain Invitation to Bid No. 22-16447-TF. The bid submittal form for which Invitation to Bid is attached hereto and incorporated in the Resolution as if fully set forth herein, and shall be included in the minutes of the Council.

Passed by the City Council this the _____ day of _____, 2022.

_____

TRAY PAYNE, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____

Mitchell Satterwhite, First Assistant City Attorney

ccdocs/Federal Inspection Service Facility (Reso)
May 9, 2022

BID SUBMITTAL FORM
BID CONTRACT

DATE: 04/07/2022

PROJECT NUMBER: **ITB 22-16447-TF, Construct Federal Inspection Service Facility**

Bid of Tommy Klein Construction, Inc. (hereinafter called Bidder)

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

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of the referenced project, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated.

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **213 Consecutive Calendar Days** with **final completion** within **273 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages in the sum of **$25** for each consecutive calendar day after **substantial completion** and **$25** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **60** calendar days after the scheduled closing time for receiving bids.

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

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

City of Lubbock, TX
LPSIA
ITB 22-16447-TF
Construct Federal Inspection Service Facility

Tommy Klein Construction, Inc. of Lubbock, TX

#	Items	Qty (+/-)	UoM	Unit Cost	Extended Cost
#0-1	Base bid consists of the materials and labor for the necessary improvements for the referenced project, as specified herein.	1	LS	$2,728,000.00	$2,728,000.00

Enclosed with this bid is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Bid Bond in the sum of 5% Dollars ($_____), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 10 business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

(Seal if Bidder is a Corporation)

ATTEST:

_____
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 03-21-2022
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Date: 04/07/2022

Karen Klein
Authorized Signature

Karen Klein
(Printed or Typed Name)

Tommy Klein Construction, Inc.
Company

7312 Upland Avenue
Address

Lubbock, Lubbock
City, County

Texas, 79424
State Zip Code

Telephone: 806 - 438-3811
Fax: 806 - 797-2959

FEDERAL TAX ID or SOCIAL SECURITY No.

75-2798173

EMAIL: KKlein@tkleinconst.com

M/WBE Firm:

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

BID SUBMITTAL FORM
BID CONTRACT

DATE: 04/07/2022

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City of Lubbock, TX
LPSIA
ITB 22-16447-TF
Construct Federal Inspection Service Facility

Tommy Klein Construction, Inc. of Lubbock, TX

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(Seal if Bidder is a Corporation)

ATTEST:

_____
Secretary

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Addenda No. 1 Date 03-21-2022
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Date: 04/07/2022

Karen Klein
Authorized Signature

Karen Klein
(Printed or Typed Name)

Tommy Klein Construction, Inc.
Company

7312 Upland Avenue
Address

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FEDERAL TAX ID or SOCIAL SECURITY No.

75-2798173

EMAIL: KKlein@tkleinconst.com

M/WBE Firm:

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

PO Box 619050
DFW Airport, TX 75261

U.S. Customs and Border Protection

October 12, 2018

Kelly L. Campbell, Executive Director
Lubbock Preston Smith International Airport
5401 N. Martin Luther King Blvd., Unit 389
Lubbock, TX 79403

Dear Ms. Campbell:

U.S. Customs and Border Protection (CBP) has maintained an official presence for the Port of Lubbock at the Lubbock Preston Smith International Airport in Lubbock, Texas for many years providing international passenger, cargo and crew inspection services to small general aviation and air cargo operators doing business at your facility. We are reviewing our operational practices and due to officer and passenger safety concerns, we need to initiate a change in our operations of how we clear passengers. A compliant general aviation facility (GAF) is needed for CBP to properly inspect international passengers, cargo and crew. In May 2018, staff members from our Area Port of Dallas/Fort Worth and Houston Field Office conducted an inspection of the facility at your location. During the inspection, we identified several issues that we need to work with you to mitigate. A copy of the inspection report with the issues identified is enclosed. We would be happy to provide you a copy of our current Airport Technical Design Standards which identifies our space requirements for a GAF.

This letter serves to respectfully request the Lubbock Preston Smith International Airport provide suitable inspectional space to support CBP operations at no cost to the federal government. This would entail providing and constructing a proper GAF to perform inspections. Pursuant to 19 CFR 122.14(d)(2), "permission to land at landing rights airports may be denied or withdrawn if proper inspectional facilities or equipment are not available at, or maintained by, the requested airport."

- Title 8 of the United States Code (8 USC 1223) states "Every transportation line engaged in carrying alien passengers for hire to the United States from foreign territory or from adjacent islands shall provide and maintain at its expense suitable landing stations, approved by the Attorney General, conveniently located at the point or points of entry. No such transportation line shall be allowed to land any alien passengers in the United States until such landing stations are provided and unless such stations are thereafter maintained to the satisfaction of the Attorney General. As used in this section the terms "transportation line" and "transportation company" include, but are not limited to, the owner, charterer, consignee, or authorized agent operating any vessel or aircraft or

railroad train bringing aliens to the United States, to foreign territory, or to adjacent islands".

- Section 235(a)(3) of the Immigration and Nationality Act (INA) (8 U.S.C. 1225) requires the processing of "all aliens (including alien crewmen) who are applicants for admission or otherwise seeking admission or readmission to or transit through the United States shall be inspected by U.S. Customs and Border Protection (CBP) Officers."

- Section 122.11(c) of 19 CFR (Customs Duties) states "Providing office space to the Federal Government. Each international airport shall provide, without cost to the Federal Government, proper office and other space for the sole use of Federal officials working at the airport. A suitable paved loading area shall be supplied by each airport at a place convenient to the office space. The loading area shall be kept for the use of aircraft entering or clearing through the airport."

CBP cannot continue to clear planeside and operate without a proper facility. We will continue to clear flights as we have for the foreseeable future until we come to a resolution for a facility. However, if a proper GAF isn't provided we will eventually no longer grant landing rights and clear international flights from this location. We will be forced to redirect flights to locations that do have the proper clearance facilities.

Please contact Mr. William E. Russell, Assistant Director, Mission Support, to further discuss the necessary actions and timeline to quickly resolve this issue of mutual interest. Back in July 2018, at your request, my staff members visited two potential sites on your airport property that you identified that could be ideal for a GAF needed for CBP to continue to clear passengers. Please contact Mr. Russell to discuss those options or any other sites that you have identified as potential locations. You may reach Mr. Russell at (713) 387-7333 or via email at William.E.Russell@cbp.dhs.gov.

Thank you for your support as we work together to serve the international community and protect our homeland.

Sincerely,

C. P. Hunt, Jr.

Cleatus P. Hunt, Jr.
Area Port Director
U.S. Customs and Border Protection
Port of Dallas/Fort Worth

Lubbock Airport
Inspection
May 2018

The facility does not meet minimum requirements for a General Aviation Facility. Operator/Authority needs to provide compliant facility to maintain the designation.

Key deficiencies:

- Facility does not provide the minimum space required to properly clear passengers. A compliant facility would require the following:
    - Waiting area sized to accommodate the largest flight or at least 20 passengers.
    - Restroom(s) within waiting area to support passengers. Quantity/size determined by local code.
    - Processing area with at least one processing podium and exam table with ability to expand to 2 podiums/exam tables to enable a second officer to respond and assist with clearing large or flights with non USCs needing additional processing.
    - Interview Room
    - Search Room
    - Hold Room
    - CBP office with kitchenette
    - LAN room
    - Supply Room
    - Janitor's closet
- CCTV cameras in all required areas, on all perimeter doors and on AOA.
- Intrusion Detection/Security System needs to be installed and monitored by airport security or third party.
- Need duress buttons installed and tied to airport security
- Need compliant signage throughout - identity, way finding/directional and statutory.

City of Lubbock, TX
Capital Project
Project Cost Detail
May 24, 2022

Capital Project Number:	92619
Capital Project Name:	Federal Inspection Services Facility

	Budget
Encumbered/Expended	
RS&H, Inc. Amendment 2	$ 574,000
Agenda Item May 24, 2022	
Tommy Klein Construction, Inc. Contract 16447	2,728,000
Encumbered/Expended To Date	3,302,000
Estimated Costs for Remaining Appropriation	
Renovations/Construction	300,000
Remaining Appropriation	300,000
Total Appropriation	$ 3,602,000

Purchasing and Contract Management

Project Summary

ITB 22-16447-TF
Construct Federal Inspection Service Facility

Notice was published in the Lubbock Avalanche Journal on March 6 & March 13, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire.com from March 6 to April 7, 2022.
8 individuals attended the pre-bid meeting.
33 vendors viewed using Bonfire.com.
33 vendors downloaded the documents.
8 vendors were notified separately.
1 vendor submitted a bid.

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31066317, per BuyBoard Contract 601-19, with Grapevine Dodge Chrysler Jeep Ram, for the purchase of five 1/2-ton, Extended Cab, 4x4 Pickup Trucks for Codes Administration, Water-Industrial Monitoring, and Stormwater Utility Departments, and one 1/2-ton Extended Cab 4x2 Pickup for the Building Safety Department.

Item Summary

Four 1/2-ton, Extended Cab, 4x4 Pickup Trucks will replace the following vehicles, all of which are in need of extensive repairs and past their useful lives:
2006 Model – 1 (Water-Industrial Monitoring)
2010 Model – 2 (Codes Administration)
2010 Model – 1 (Storm Water Utility)
Four Pickup Trucks at $38,060 each = $152,240

One 1/2-ton, Extended Cab, 4x4 Pickup Truck will be an approved expanded level purchase for Codes Administration.
One Pickup Truck at $38,060

One 1/2-ton, Extended Cab, 4x2 Pickup Truck will replace the following vehicle, which is in need of extensive repairs and past its useful life:
2010 Model - 1 (Building Safety)
One Pickup Truck at $33,496

Purchase Order 31066317 for $223,796, to Grapevine Dodge Chrysler Jeep Ram of Grapevine, Texas, for the purchase of six 1/2-ton Pickup Trucks, is made through the Texas Association of School Boards Local Government Purchasing Cooperative, Contract 601-19, using the electronic purchasing system, BuyBoard. The purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code and used to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services.

Fiscal Impact

$147,676 of the Purchase Order is funded in CIP 92720.9220.40000, General Fund Vehicle Replacement FY 2021-22.

$38,060 of the Purchase Order is funded in CIP 92724.9220.40000, Water/Wastewater Vehicle Replacement FY 2021-22

$38,060 of the Purchase Order is funded in CIP 92725.9220.40000, Storm Water Vehicle Replacement FY 2021-22

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Dominic R. Esperat, Director of Fleet Operations

Attachments

Resolution - 31066317
Purchase Order 31066317
Budget Summary_92720
Budget Detail
Budget Summary_92725
CIP Detail_92720
CIP Detail_92724
CIP Detail_92725

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31066317 in accordance with BuyBoard Contract 601-19 for the purchase of 1/2 ton pick-ups, by and between the City of Lubbock and Grapevine DCJ, LLC of Grapevine, Texas and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PurchaseOrd 31066317 ½ ton pick-ups BuyBoard 601-19
5.11.22

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 5/6/2022
Order Number 31066317 000 OP
Branch/Plant 3526

TO:
GRAPEVINE DCJ LLC
2601 WILLIAM D TATE
GRAPEVINE TX 76051

SHIP TO:
CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

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

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

Ordered 5/6/2022 Freight
Requested 11/20/2022 Taken By S BALLANCE
Delivery PER B RODRIGUEZ, REQ 58809 BUYBOARD 601-19

If you have any questions, please contact Breanna Rodriguez: BRodriguez@mylubbock.us or 806-775-2374

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
2022 DODGE 1/2 TON 4X4	5.000	38,060.0000	EA	190,300.00	11/20/2022
2022 DODGE 1/2 TON 4X2	1.000	33,496.0000	EA	33,496.00	11/20/2022

Total Order

Terms NET 30 223,796.00

This purchase order encumbers funds in the amount of $223,796.00 awarded to Grapevine DCJ LLC of Grapevine, TX, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: Quote dated May 4, 2022, from Grapevine DCJ LLC of Grapevine, TX, and BuyBoard Contract 601-19.

Resolution #_____

CITY OF LUBBOCK

_____
Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #601-19

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF LUBBOCK

Rep: Dennis Thomas

Contact: DOMINIC ESPERAT

Phone: 817-410-7541

Phone/Email: DESPERAT@MAIL.CI.LUBBOCK.TX

Email: dthomas@grapevinedcj.com

Product Description: 2022 RAM 1500 QUAD CAB 4X2

Date: 05/04/2022

A. Bid Series: 1500

A. Base Price: 17,888

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DS1L41	QUAD CAB 4X2	4,981	29B	TRADESMAN V6/AUTO	STD
PW7	WHITE	NC	V9X9	CLOTH SEAT	306
DSA	ANTI SPIN AXLE	480			
GXM	REMOTE KEYLESS ENTRY	184	XCH	2 EXTRA KEYS	189
AHC	TOW GROUP: TOW MIRRORS	543			
	HITCH, BRAKE CONTROLLER				
				Total of B. Published Options:	6,683

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
		Total of C. Unpublished Options:	

D. Pre-delivery Inspection:

E. Texas State Inspection: $

F. Manufacturer Destination/Delivery: $

G. Floor Plan Interest (for in-stock and/or equipped vehicles): $

H. Lot Insurance (for in stock and/or equipped vehicles): $

I. Contract Price Adjustment: 2021-2022 GOVERNMENT INCENTIVE DROP $8600

J. Additional Delivery Charge: _____ miles $325

K. Subtotal: $33,496

L. Quantity Ordered 1 x K = $33,496

M. Trade in:

N. BUYBOARD Administrative Fee ($400 per purchase order) OTHER QT

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $33,496

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #601-19

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF LUBBOCK

Rep: Dennis Thomas

Contact: DOMINIC ESPERAT

Phone: 817-410-7541

Phone/Email: DESPERAT@MAIL.CI.LUBBOCK.TX

Email: dthomas@grapevinedcj.com

Product Description: 2022 RAM 1500 QUAD CAB 4X4

Date: 05/04/2022

A. Bid Series: 1500

A. Base Price: 17,888

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DS6L41	QUAD CAB 4X4	8,376	29B	TRADESMAN V6/AUTO	STD
PW7	WHITE	NC	V9X9	CLOTH SEAT	306
DSA	ANTI SPIN AXLE	480	AM8	TOW HOOKS	189
GXM	REMOTE KEYLESS ENTRY	184	XCH	2 EXTRA KEYS	189
AHC	TOW GROUP: TOW MIRRORS	543		ELECTRONIC SHIFT ON FLY 2SPD	STD
	HITCH, BRAKE CONTROLLER				
				Total of B. Published Options:	10,267

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
		Total of C. Unpublished Options:	

D. Pre-delivery Inspection:

E. Texas State Inspection: $

F. Manufacturer Destination/Delivery: $

G. Floor Plan Interest (for in-stock and/or equipped vehicles): $

H. Lot Insurance (for in stock and/or equipped vehicles): $

I. Contract Price Adjustment: 2021-2022 GOVERNMENT INCENTIVE DROP $9500

J. Additional Delivery Charge: _____ miles $325

K. Subtotal: $37,980

L. Quantity Ordered 5 x K = $189,900

M. Trade in:

N. BUYBOARD Administrative Fee ($400 per purchase order) $400.00

O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	$190,300

CITY OF LUBBOCK, TX
MINIMUM SPECIFICATIONS
(1) 1/2 TON PICK-UP TRUCK, EXTENDED CAB, SHORTBED, 4X4
SPEC: HALF TON EXTENDED 4X4

YEAR 2022 **MAKE** Ram **MODEL** 1500 Quad 4x4

IT IS THE INTENT OF THIS SPECIFICATION, REFERENCED DOCUMENTS, REQUIREMENTS AND CONDITIONS SECTIONS TO DESCRIBE MINIMUM PERFORMANCE REQUIREMENTS. THE VEHICLE OR PRODUCT MUST MEET OR EXCEED THE PERFORMANCE OR CONSTRUCTION DESCRIBED HEREIN. THE VENDOR SHALL BE REQUIRED TO MARK COMPLIANCE OR NON-COMPLIANCE TO EACH ITEM DESCRIPTION IN THE SPACE PROVIDED. ALL EQUIPMENT FURNISHED AS STANDARD TO THE GENERAL PUBLIC ON THE PRODUCT BY THE MANUFACTURER SHALL BE INCLUDED, EVEN WHEN NOT SPECIFICALLY IDENTIFIED IN THIS SPECIFICATION. ANY DEVIATIONS FROM THE WRITTEN SPECIFICATION WITH DATE AS SHOWN IN THE INVITATION TO BID (ITB) SHALL BE NOTED ON THE ATTACHED EXCEPTIONS TO THE SPECIFICATIONS. IN ORDER TO RECEIVE FULL CONSIDERATION, ITB RESPONSE QUOTATION MUST FOLLOW THIS SPECIFICATION AND THE INVITATION TO BID'S TERMS AND CONDITIONS.

VENDOR NAME: Grapevine DCJ **PHONE:** 817-410-7541

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
	GENERAL	These specifications describe a 1/2 ton Pick-up truck, Crew Cab, Short bed, 4 wheel drive **UNLESS OTHERWISE SPECIFIED, ALL UNITS SHALL BE FURNISHED COMPLETE WITH STANDARD EQUIPMENT AND FACTORY- INSTALLED ACCESSORIES AS LISTED BY THE MANUFACTURER'S PRINTED LITERATURE AND AS STATED IN THE STATE OF TEXAS FLEET AUTOMOBILES AND TRUCKS TEXAS SPECIFICATIONS 2017.**			
1.	**GVWR**	6,900 pounds 6800lbs	—		X
2.	**WHEEL BASE**	147 inches 140			—
3.	**OVERALL LENGTH**	231 inches			X
4.	**PAYLOAD ALLOWANCE**	1,800 pounds 1740#			X
5.	**ENGINE**	Gasoline engine, V-8, 5.0 Liter 3.6L V6			X
6.	**TRANSMISSION**	OEM automatic	—		
6.1	**TRANSFER CASE**	Single Speed Transfer Case for 2WD & 4WD Operation 2spd			X
7.	**CARGO BOX LENGTH**	69 inches 76"			X
8.	**TIRES**	OEM ALL SEASON	X		

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
9.	**RIM SIZE**	OEM	✓		
10.	**SEATS AND INTERIOR COLORS**	OEM 40/20/40 cloth fabric in charcoal or gray color. Rear bench type seat.	✓		
11.	**KEYS**	Must include (4) sets of keys and key fobs	✓		
12.	**EXTERIOR COLOR**	Fleet White	✓		
14.	**CONVIENCE PACKAGE**	Includes power windows, power locks and keyless entry with 3 key fobs, power mirrors, cruise control and tilt steering wheel.	✓		
15.	**FOUR WHEEL DRIVE**	Includes controls in cab to select 2WD, 4WD low and 4WD high	✓		

OPTIONS

1.	**TOW PACKAGE**	All items are to be heaviest OEM equipment for the vehicle series and installed by the manufacturer and shall include, but not be limited to, the following: A frame mounted receiver hitch, a transmission oil cooler, heavy-duty radiator, and trailer wiring harness. Harness shall be provided as an integral part of the vehicle wiring system to provide power to trailer turn signals, brakes, brake lights, and running lights. Each wire shall be labeled according to its function, i.e., brakes, turn, etc. A 7-pin, RV style, flat (spade) electrical connector to connect trailer wiring circuitry to the wiring harness shall be provided. Shall include OEM factory installed brake controller. To include front tow hooks.	✓		

PROVIDE BUILD DATES IN SPACE PROVIDED possible	/ / 150 - 210

MSO AND PAPERWORK
VEHICLE/EQUIPMENT WILL NOT BE ACCEPTED BY THE CITY OF LUBBOCK WITHOUT THE MSO, BILL OF SALE, WARRANTY, ALL KEYS AND ALL PAPERWORK

GENERAL REQUIREMENT AND INFORMATION
BIDDER SHALL SUBMIT WITH EACH BID, CURRENT PRINTED LITERATURE AND SPECIFICATION SHEETS ON THE UNIT OFFERED IN THE RESPONSE TO SOLICITATION

EXCEPTIONS TO THE SPECIFICATIONS OF ANY ITEMS STATED HEREIN SHALL BE FULLY DESCRIBED IN WRITING BY THE BIDDING VENDOR IN THE SPACE PROVIDED BELOW. **LIST ITEMS BY ITEM NUMBERS.**

Exceptions on lines

CITY OF LUBBOCK, TX
MINIMUM SPECIFICATIONS
1/2 TON PICK-UP TRUCK, EXTENDED CAB, 4X2
SPEC: 1/2 TON PICK-UP
CC:

YEAR 2022 **MAKE** Ram **MODEL** 1500 Quad

IT IS THE INTENT OF THIS SPECIFICATION, REFERENCED DOCUMENTS, REQUIREMENTS AND CONDITIONS SECTIONS TO DESCRIBE MINIMUM PERFORMANCE REQUIREMENTS. THE VEHICLE OR PRODUCT MUST MEET OR EXCEED THE PERFORMANCE OR CONSTRUCTION DESCRIBED HEREIN. THE VENDOR SHALL BE REQUIRED TO MARK COMPLIANCE OR NON-COMPLIANCE TO EACH ITEM DESCRIPTION IN THE SPACE PROVIDED. ALL EQUIPMENT FURNISHED AS STANDARD TO THE GENERAL PUBLIC ON THE PRODUCT BY THE MANUFACTURER SHALL BE INCLUDED, EVEN WHEN NOT SPECIFICALLY IDENTIFIED IN THIS SPECIFICATION. ANY DEVIATIONS FROM THE WRITTEN SPECIFICATION WITH DATE AS SHOWN IN THE INVITATION TO BID (ITB) SHALL BE NOTED ON THE ATTACHED EXCEPTIONS TO THE SPECIFICATIONS. IN ORDER TO RECEIVE FULL CONSIDERATION, ITB RESPONSE QUOTATION MUST FOLLOW THIS SPECIFICATION AND THE INVITATION TO BID'S TERMS AND CONDITIONS.

VENDOR NAME: Grapevine DG **PHONE:** 817-410-7541

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
	GENERAL	These specifications describe (3) 1/2 ton Pick-up truck, Regular Cab, 4x2 **UNLESS OTHERWISE SPECIFIED, ALL UNITS SHALL BE FURNISHED COMPLETE WITH STANDARD EQUIPMENT AND FACTORY- INSTALLED ACCESSORIES AS LISTED BY THE MANUFACTURER'S PRINTED LITERATURE AND AS STATED IN THE STATE OF TEXAS FLEET AUTOMOBILES AND TRUCKS TEXAS SPECIFICATIONS.**			
1.	**GVWR**	6,200 pounds	X		
2.	**WHEEL BASE**	140 inches	X		
3.	**OVERALL LENGTH**	225 inches	X		
4.	**PAYLOAD ALLOWANCE**	1,500 pounds	X		
5.	**ENGINE**	Gasoline engine, V-8, 5.0 L 3.6L V6			X
6.	**TRANSMISSION**	OEM automatic	X		
7.	**CARGO BOX LENGTH**	6' 4"	X		
8.	**TIRES**	OEM	X		

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO	
9.	**RIM SIZE**	OEM	X		
10.	**SEATS AND INTERIOR COLORS**	OEM 40/20/40 cloth fabric in charcoal or gray color. Rear bench type seat.	X		
11.	**EXTERIOR COLOR**	Solid OEM Color (Black, Silver, Gray, White, or Blue)	X		
12.	**KEYS**	MUST INCLUDE 4 SETS OF KEYS	X		
13.	**CONVENIENCE PACKAGE**	Standard work truck convenience package.	X		

Options

1.	**POWER PACKAGE**	Includes power windows, power locks with keyless entry and 3 key fobs, power mirrors, cruise control and tilt steering wheel.	X		
2.	**TOWING PACKAGE**	All items are to be heaviest OEM equipment for the vehicle series and installed by the manufacturer and shall include, but not be limited to, the following: A frame mounted receiver hitch, a transmission oil cooler, heavy-duty radiator, and trailer wiring harness. Harness shall be provided as an integral part of the vehicle wiring system to provide power to trailer turn signals, brakes, brake lights, and running lights. Each wire shall be labeled according to its function, i.e., brakes, turn, etc. A 7-pin, RV style, flat (spade) electrical connector to connect trailer wiring circuitry to the wiring harness shall be provided. Shall include OEM factory installed brake controller. To include front tow hooks.	X NA 4x2		

PROVIDE BUILD DATES IN SPACE PROVIDED Possible	/ / 150-210

MSO AND PAPERWORK
VEHICLE/EQUIPMENT WILL NOT BE ACCEPTED BY THE CITY OF LUBBOCK WITHOUT THE MSO, BILL OF SALE, WARRANTY, ALL KEYS AND ALL PAPERWORK

GENERAL REQUIREMENT AND INFORMATION
BIDDER SHALL SUBMIT WITH EACH BID, CURRENT PRINTED LITERATURE AND SPECIFICATION SHEETS ON THE UNIT OFFERED IN THE RESPONSE TO SOLICITATION

EXCEPTIONS TO THE SPECIFICATIONS OF ANY ITEMS STATED HEREIN SHALL BE FULLY DESCRIBED IN WRITING BY THE BIDDING VENDOR IN THE SPACE PROVIDED BELOW. **LIST ITEMS BY ITEM NUMBERS.**

City of Lubbock, TX
Capital Project
May 24, 2022

Capital Project Number:	92720
Capital Project Name:	General Fund Vehicle Replacement FY 21-22

		Budget
Encumbered/Expended		
(4) LP61 Gasoline Skid (5221)	$	72,732
TerrainCut Rough Mower (5221)		73,404
2 Units Half Ton Pick Up (5615)		69,555
Dynapac double drum roller (4531)		64,187
50' Aerial Truck (5615)		189,416
2 Units of Mack ASL (5815)		690,596
3 Units of KANN CSL (5815)		345,858
3 Units of Freightliner (5815)		312,960
Split Drum Vibratory Roller (4531)		66,196
Carterpillar 120JOY Motor Grader (5812)		248,800
Agenda Item May 24, 2022		
3 units of 1/2 ton pickup 4X4 (4211)		114,180
1 unit of 1/2 ton pickup 4X2 (4311)		33,496
Encumbered/Expended To Date		2,281,380
Estimated Costs for Remaining Appropriation		
Vehicles and Equipment		621,598
Remaining Appropriation		621,598
Total Appropriation	$	2,902,978

City of Lubbock
Capital Project
Project Cost Detail
May 24, 2022

Capital Project Number:	92724
Capital Project Name:	Water Fund Vehicle Replacement FY 21-22

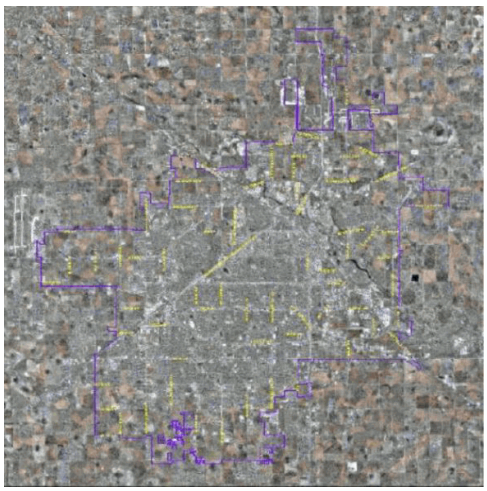
Encumbered/Expended	**Budget**
Concrete Truck (6331)	$ 208,153
2 Units John Deere Backhoes (6331)	230,000
Agenda Item May 24, 2022	
1 unit of 1/2 ton Ext Cab 4X4 Pickup (6417)	38,060
Encumbered/Expended To Date	476,213
Estimated Cost for Remaining Appropriation	
Vehicles and Equipment	262,787
Remaining Appropriation	262,787
Total Appropriation	$ 739,000

City of Lubbock, TX
Capital Project
May 24, 2022

Capital Project Number:	92725
Capital Project Name:	Storm Water Fund Vehicle Replacement FY 21-22

	Budget
Encumbered/Expended	
Broce Broom (6513)	64,482
Agenda Item December 1, 2020	
1 unit of 1/2 ton Ext Cab 4X4 Pickup (6511)	38,060
Encumbered/Expended To Date	102,542
Estimated Costs for Remaining Appropriation	
Vehicles and Equipment	8,458
Remaining Appropriation	8,458
Total Appropriation	$ 111,000

Project Name **General Fund Vehicle Replacement FY 21-22** *Project Number* **92720**



Managing Department **Fleet Maintenance**

Project Manager **Billy Taylor**

Project Classification **Replacement Equipment/Fleet**

Project Status **Approved**

Project Scope
This project is for the annual vehicle replacement for the General Fund.

4211 - Codes Administration
(2) 1/2 ton, extended cab, 4x4 (replacing 12010030 and 12010038) - $56,000
(1) 3/4 ton, extended cab, 4x4 (replacing 22001050) - $32,000
(1) 1/2 ton pickup, toolbox, lightbar, radios (NEW) - $29,978

4311 - Building Safety
(1) 1/2 ton pick-up (replacing 12010055) - $25,000

4525 - Traffic Operations
(1) 48" digging depth trencher (replacing 92001015) - $55,000

4531 - Paved Streets
(1) Steel Drum Roller with 51"-55" width (replacing 92009162) - $65,000
(1) Towable roller with rear vibration and split front drum (replacing 92010063) - $75,000
(1) Walk behind roller (replacing N/A) - $8,000

5221 - Park Maintenance
(1) John Deere 9009A Terrain Cut Mower (replacing 02004001) - $85,000
(3) Litter Vacuum LP61-G (replacing N/A) - $75,000
(1) Tandem 10k Utility Trailer (replacing 02001116) - $6,000

5311 - Animal Services
(1) 3/4 ton, extended cab, 4x4 with animal transport body (replacing 22011119) - $52,000

5414 - Environmental Health
(1) Mid-size SUV (NEW) - $32,000

5419 - Vector Control
(2) 3/4 ton 4x4 with Flatbed (replacing 22003168 and 22004082) - $60,000

5615 - Lubbock Fire Rescue
(1) 50' Aerial (NEW) - $200,000
(2) 1/2 ton, crew cab, 4x4 pickup (replacing 12009169 and 12007135) - $64,000

5811 - Residential Collection
(1) Roll-Off (replacing 82010001) - $160,000
(1) 3/4 Ton, Crew Cab, 4x4 (replacing 12008154) - $33,000
(4) Automated Side Loader (replacing 82012019, 82014014, 82014032, and 82014029) - $1,280,000

5812 - Alley Maintenance
(1) 12 yard dump with salt spreader hookups (replacing 82008181) - $200,000
(1) CAT 120 Motor Grader (replacing 82008204) - $265,000

5815 - Solid Waste Disposal
(1) 3/4 Ton, Crew Cab, 4x4, service body, Air Compressor (replacing 32013016) - $45,000

Replacement of vehicles and equipment that are at the end of their useful life.

Project Justification

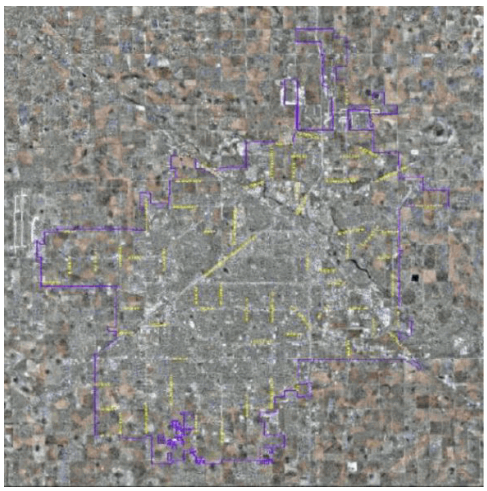
Project History
$2,902,978 was appropriated in the FY 2021-22 Budget, Ord. No. 2021-O0126, October 1, 2021.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Project Amount
Other Activities	0	2,902,978	0	0	0	0	0	2,902,978
Total Project Appropriation	0	2,902,978	0	0	0	0	0	2,902,978

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Funding
FY 2022 General Fund Cash	0	2,902,978	0	0	0	0	0	2,902,978
Total Funding Sources	0	2,902,978	0	0	0	0	0	2,902,978

		Unappropriated Planning Years					
Operating Budget Impact	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

Project Name **Water/Wastewater Vehicle Replacement FY 21-22** *Project Number* **92724**



Managing Department **Fleet Maintenance**

Project Manager **Billy Taylor**

Project Classification **Replacement Equipment/Fleet**

Project Status **Approved**

Project Scope
This project is for the annual vehicle replacement for the Water/Wastewater Fund.

6311 Water Meter and Customer Service
(3) 3/4 Ton, Extended Cab, 4x4, Service Body (replacing 22009014, 22008134, and 22013015) - $114,000

6331 Water Distribution & Maintenance
(1) Concrete Truck (replacing 82011007) - $185,000
(2) Backhoe (replacing 92009249 and 92009182) - $240,000
(1) Crew Truck W/ Flatbed (replacing 72010005) - $110,000

6349 Water Reservoir
(1) Land Pride RC2684 3 Point Shredder
(replacing 02012010) - $5,000

6413 Wastewater Collection
(1) 8" trailer mounted pump (replacing 02000178) - $50,000

6417 Industrial Monitoring
(1) 1/2 ton, extended cab, 4x4 with crane (replacing 22006237) - $35,000

Replacement of vehicles and equipment that are at the end of their useful life.

Project Justification

Project History
$739,000 was appropriated in the FY 2021-22 Budget, Ord. No. 2021-O0126, October 1, 2021.

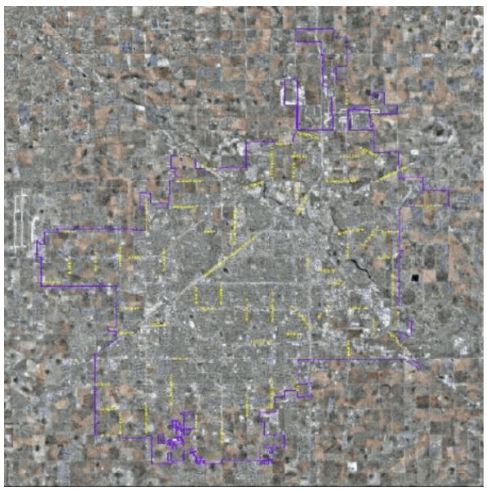
			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Project Amount
Other Activities	0	739,000	0	0	0	0	0	739,000
Total Project Appropriation	0	739,000	0	0	0	0	0	739,000

Project Name **Water/Wastewater Vehicle Replacement FY 21-22** *Project Number* **92724**

Funding Detail	Funding to Date	FY 2021-22	Unappropriated Planning Years FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Funding
FY 2022 Water/Wastewater Cash	0	739,000	0	0	0	0	0	739,000
Total Funding Sources	0	739,000	0	0	0	0	0	739,000

Operating Budget Impact	FY 2021-22	Unappropriated Planning Years FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

Project Name **Storm Water Vehicle Replacement FY 21-22** *Project Number* **92725**



Managing Department **Fleet Maintenance**

Project Manager **Billy Taylor**

Project Classification **Replacement Equipment/Fleet**

Project Status **Approved**

Project Scope

This project is for the annual vehicle replacement for the Storm Water Fund.

6511 Storm Water Utility
(1) 1/2 ton, extended cab, 4x4 (replacing 12010090) - $28,000

6513 Storm Sewer Maintenance
(1) Broce Broom (replacing 92009161) - $65,000
(1) Triple Axle Backhoe Trailer (replacing 02009169) - $18,000

Replacement of vehicles and equipment that are at the end of their useful life.

Project Justification

Project History

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Project Amount
Other Activities	0	111,000	0	0	0	0	0	111,000
Total Project Appropriation	0	111,000	0	0	0	0	0	111,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Funding
FY 2022 Storm Water Cash	0	111,000	0	0	0	0	0	111,000
Total Funding Sources	0	111,000	0	0	0	0	0	111,000

		Unappropriated Planning Years					
Operating Budget Impact	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute Purchase Order 10025317 and Purchase Order 10025319 per BuyBoard Contract 592-19, with Child's Play, Inc., for playground replacement at Stumpy Hamilton Park located at 22nd Street and Ave X, and Washington Park located at East 22nd Street and Cedar Avenue.

Item Summary

The Parks and Recreation Department manages a total of 56 playgrounds throughout the City. Beginning in 2021, the department developed an in-depth Playground Safety Maintenance Checklist, which will be utilized in subsequent years, in order to determine the overall condition of each playground. The evaluation process provided a number rating that indicated the replacement need of each City playground.

The Department brought 4 playgrounds for consideration to the City Council on March 8, 2022. Those playgrounds were located at Aztlan Park, Ribble Park, Strong Park and Wheelock Park. The City Council approved Aztlan Park and Strong Park, and asked staff to recommend 2 other playgrounds in place of Ribble Park and Wheelock Park, while taking into consideration the proximity to schools with existing playgrounds. Staff reviewed the playground evaluations and determined the next 2 playgrounds in need of replacement would be Stumpy Hamilton Park and Washington Park. These parks were chosen based on their ranking within parks that are not located near a school.

Staff contacted Child's Play, Inc., to provide quotes to replace the play equipment, stabilize and install site drainage systems, and install fall zone materials.

The contract includes:
• Site soil preparation
• Installation of sub-surface drainage system
• Installation of new playground equipment and pieces
• Installation of new Bondflex safety surfacing
• Shipping and handling

Time for completion of the installation process is 60 consecutive calendar days from the notice to proceed, with a 10-week lead time for materials. Liquidated damages are $100 per day, assessed after the project due date.

The resolution for consideration will approve Purchase Order 10025317 for Stumpy Hamilton Park in the amount of $121,490.15, and Purchase Order 10025319 for Washington Park in the amount of $204,511.87. The total cost for the 2 playground replacements is $326,002.02, from Child's Play, Inc., of Dallas, Texas, through the BuyBoard purchasing program. BuyBoard is a local Government Purchasing Cooperative created to increase the purchasing power of government entities and to simplify their purchasing by using a customized online purchasing system. Its purpose is to obtain the benefits and

efficiencies that can accrue to members.

This project was approved for recommendation to the City Council by the Lubbock Parks and Recreation Advisory Board on January 24, 2022.

Fiscal Impact

The total cost of playground replacement at these 2 parks is $326,002.02, and is funded in Capital Improvement Project 92718 Parks Playground Phase II.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution
PO 10025317 0 Stumpy Hamilton
Stumpy Hamilton Rendering
PO 10025319 - Washington
Washington Rendering
CIP Budget Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Orders 10025317 and 10025319, as per BuyBoard Contract 592-19, for playground replacement at Stumpy Hamilton Park and Washington Park, by and between the City of Lubbock and Child's Play, Inc. of Dallas, Texas, and related documents. Said Purchase Orders are attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES.POs 10025317 & 10025319-Child's Play, Inc.
5.16.22

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 5/5/2022
Order Number 10025317 000 OP
Branch/Plant 5223

TO: CHILD'S PLAY, INC.
10661 SHADY TRAIL
DALLAS TX 75220

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
LUBBOCK TX 79403

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

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

Ordered 5/24/2022 Freight

Requested 7/25/2022 Taken By K MORGAN

Delivery PER M CHACON RE 58805 BUYBOARD #592-19/ PUR 16589

If you have any questions about this order, please contact Mariana Chacon at 806-775-2664 or via email at MChacon@mylubbock.us

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Stumpy Hamilton Park Playground Replacement	1.000	121,498.1100	EA	121,498.11	7/25/2022

Total Order

Terms NET 30

121,498.11

INSURANCE REQUIREMENTS: PER ATTACHMENT A

This purchase order encumbers funds in the amount of $121,498.11 awarded to Child's Play, Inc. of Dallas, TX, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: Quote dated April 28, 20222, from Child's Play, Inc. of Dallas, TX, and BuyBoard Contract 592-19.
Resolution #_____

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Child's Play, Inc.

Parks & Playgrounds

10661 Shady Trail Dallas, TX 75220

Date: 4/28/22

Expires 5/28/22

Delivery: 8-10 weeks

Consultant: Tom Sawyers

Mobile: (972) 569-7258

Office: (972) 484-0600

tom@childsplayinc.net

BuyBoard Vendor ID 1501

BuyBoard Contract # 592-19

Customer:	City of Lubbock, TX Parks Department				
Attn:	Colby Vangundy	(806) 775-2673	cvangundy@mylubbock.us		
Re:	Stumpy Hamilton Park Playground Replacement				
Bill to:	1314 Avenue K	Lubbock	TX	79401	
Site:	Avenue X & 22nd St	Lubbock	TX	79401	
Ship to:	Child's Play, Inc. 10661 Shady Trail	Dallas	TX	75220	

ITEM	QTY	DESCRIPTION	EACH	SUBTOTAL	TOTAL
		Price assumes permit & drainage away from play area be provided by "other" at no cost to Child's Play, Inc.			
		Stumpy Hamilton Park Playground Replacement			
PERMIT	1	Permit(s), if necessary, to be provided by "other" at no cost to Child's Play, Inc.			
FENCE	1	Price assumes temporary 6' chain link fencing to be provided by The City at no cost			
SITE WORK	130	Install 8" wide by 24" tall concrete border along 2 sides of the play area. Dowel new concrete to existing sidewalk. Concrete to be approx. 12" above ground and 12" below		$6,874.40	
DEMO	3352	Demolition of existing play equipment, safety surfacing, footings and any concrete within existing play area to be provided by "other" at no cost to Child's Play, Inc. Compacted subgrade to be within 10" to 12" below the top of the existing playground border			
DRAINAGE	3352	Install 4" ADS pipe w/ sock around perimeter of play area. Install up to 6.5" depth of C57 drain rock. "Daylight" drain up to 20 linear feet beyond the existing play area. Terminate drain into a 9" X 9" ADS drain basin w/ flat grate, flush with the ground. Secure grate to basin w/ stainless steel screws.		$13,508.56	
COMPACTION	3352	Compaction of drain rock to prep for safety surfacing	$1.15	$3,854.80	
36-152582-1	1	Burke equipment per design: 36-152582-1		$28,559.00	
DISC	1	BuyBoard and Child's Play, Inc. discount on Burke equipment		-$2,156.76	
SHIP	1	Freight for play equipment listed above		$3,828.71	
INSTALL	1	Installation of equipment listed above		$9,375.00	
PIP	3352	Install 5.5" (total depth) of Bondflex safety surfacing on top of compacted drain rock	$17.20	$57,654.40	
TAX	0.0825	Sales tax (please add sales tax or provide an exemption certificate)			
		Total for: Stumpy Hamilton Park Playground Replacement			**$121,498.11**

Tom Sawyers

Prepared By:

Approved by (print/sign/date):

Child's Play Inc. warrants the labor for replacement parts for the duration of the factory warranty of BCI Burke components

In the event rock is encountered, additional charges may be assessed.

It is the responsibility of the owner to obtain permits (unless specified above).

It is the responsibility of the owner to locate underground utility lines. At the owner's requests, Child's Play, Inc. will assist with this by requesting a line locate.

Child's Play Inc. will make every reasonable effort to respect marked utility lines, & will repair damage caused to marked utilities by Child's Play, Inc.

Child's Play, Inc. will not be responsible for damage to unmarked utilities.

Prices are guaranteed for 30 days from date listed on quote (unless otherwise noted above).

Attachment A

City of Lubbock
PO 10025317 - Stumpy Hamilton Park Playground
Replacement Insurance Requirements

Commercial General Liability Requirements: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirements). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations.

Commercial General Liability Heavy Equipment Endorsement: Heavy equipment endorsement is required

Automobile Liability Requirements: $1M/occurrence is needed

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

---

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

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

* To Include Products of Completed Operations endorsement.

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

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

* Subcontractors must carry same limits as listed above.

PROPOSAL #: 36-152582-1

STUMPY HAMILTON PARK PLAYGROUND

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

Child's Play, Inc.
Parks & Playgrounds

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 5/5/2022
Order Number 10025319 000 OP
Branch/Plant 5223

TO: CHILD'S PLAY, INC.
10661 SHADY TRAIL
DALLAS TX 75220

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
LUBBOCK TX 79403

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

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

Ordered 5/24/2022 Freight

Requested 7/25/2022 Taken By K MORGAN

Delivery PER M CHACON RE 58807 BUYBOARD #592-19/ PUR 16589

If you have any questions about this order, please contact Mariana Chacon at 806-775-2664 or via email at MChacon@mylubbock.us

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Washington Park Playground Replacement	1.000	204,508.0700	EA	204,508.07	7/25/2022

Total Order

Terms NET 30 204,508.07

INSURANCE REQUIREMENTS: PER ATTACHMENT A

This purchase order encumbers funds in the amount of $204,508.07 awarded to Child's Play, Inc. of Dallas, TX, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: Quote dated April 28, 2022, from Child's Play, Inc. of Dallas, TX, and BuyBoard Contract 592-19.
Resolution #_____

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

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

1. SELLER TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

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

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

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

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

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

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

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.
12. NON APPROPRIATION. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

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

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

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

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

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

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

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

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

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

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

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
25. NON-ARBITRATION. The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
26. RIGHT TO AUDIT. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.
28. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization
29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information
30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
33. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization
34. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed

Child's Play, Inc.

Parks & Playgrounds

10661 Shady Trail Dallas, TX 75220

Date: 4/28/22

Expires 5/28/22

Delivery: 8-10 weeks

Customer:	City of Lubbock, TX Parks Department					Consultant:	Tom Sawyers
Attn:	Colby Vangundy	(806) 775-2673	cvangundy@mylubbock.us			Mobile:	(972) 569-7258
Re:	Washington Park Playground Replacement					Office:	(972) 484-0600
Bill to:	1314 Avenue K		Lubbock	TX	79401	tom@childsplayinc.net	
Site:	E. 23rd St. & Birch Ave.		Lubbock	TX	79401	BuyBoard Vendor ID	1501
Ship to:	Child's Play, Inc. 10661 Shady Trail		Dallas	TX	75220	BuyBoard Contract #	592-19

ITEM	QTY	DESCRIPTION	EACH	SUBTOTAL	TOTAL
		Price assumes permit & drainage away from play area be provided by "other" at no cost to Child's Play, Inc.			
		Washington Park Playground Replacement			
PERMIT	1	Permit(s), if necessary, to be provided by "other" at no cost to Child's Play, Inc.			
FENCE	1	Price assumes temporary 6' chain link fencing to be provided by The City at no cost			
DEMO	5290	Demolition of existing play equipment, safety surfacing, footings and any concrete within existing play area to be provided by "other" at no cost to Child's Play, Inc. Compacted subgrade to be within 10" to 12" below the top of the existing playground border			
DRAINAGE	5290	Install 4" ADS pipe w/ sock around perimeter of play area. Install up to 6.5" depth of C57 drain rock. "Daylight" drain up to 20 linear feet beyond the existing play area. Terminate drain into a 9" X 9" ADS drain basin w/ flat grate, flush with the ground. Secure grate to basin w/ stainless steel screws.		$19,996.20	
COMPACTION	5290	Compaction of drain rock to prep for safety surfacing	$1.15	$6,083.50	
36-152583-1	1	Burke equipment per design: 36-152583-1		$61,993.00	
DISC	1	BuyBoard and Child's Play, Inc. discount on Burke equipment		-$3,376.85	$58,616.15
SHIP	1	Freight for play equipment listed above		$6,324.22	
INSTALL	1	Installation of equipment listed above		$22,500.00	
PIP	5290	Install 5.5" (total depth) of Bondflex safety surfacing on top of compacted drain rock	$17.20	$90,988.00	
TAX	0.0825	Sales tax (please add sales tax or provide an exemption certificate)			
		Total for: Washington Park Playground Replacement			**$204,508.07**

Tom Sawyers

Prepared By:

Approved by (print/sign/date):

Child's Play Inc. warrants the labor for replacement parts for the duration of the factory warranty of BCI Burke components

In the event rock is encountered, additional charges may be assessed.

It is the responsibility of the owner to obtain permits (unless specified above).

It is the responsibility of the owner to locate underground utility lines. At the owner's requests, Child's Play, Inc. will assist with this by requesting a line locate.

Child's Play Inc. will make every reasonable effort to respect marked utility lines, & will repair damage caused to marked utilities by Child's Play, Inc.

Child's Play, Inc. will not be responsible for damage to unmarked utilities.

Prices are guaranteed for 30 days from date listed on quote (unless otherwise noted above).

City of Lubbock
PO 10025319 - Washington Park Playground Replacement
Insurance Requirements

Commercial General Liability Requirements: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirements). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations.

Commercial General Liability Heavy Equipment Endorsement: Heavy equipment endorsement is required

Automobile Liability Requirements: $1M/occurrence is needed

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

---

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

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

* To Include Products of Completed Operations endorsement.

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

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

* Subcontractors must carry same limits as listed above.

Burke
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WASHINGTON PARK PLAYGROUND

PROPOSAL #:36-152583-1

Child's Play, Inc.
Parks & Playgrounds

3D Designer: Sam

City of Lubbock, TX
Capital Project
May 24, 2022

Capital Project Number:	92718
Capital Project Name:	Park Playground Phase II

	Budget
Encumbered/Expended	
Child's Play, Inc. - Aztlan Playground	$ 204,834
Child's Play, Inc. - Strong Playground	215,549
Agenda Items - May 24, 2022	
Child's Play, Inc. - Stumpy Hamilton Playground	121,490
Child's Play, Inc. - Washington Playground	204,512
Encumbered/Expended To Date	746,385
Estimated Costs for Remaining Appropriation	
Park Playgrounds Phase II	-
Remaining Appropriation	-
Total Appropriation	$ 746,385

AI# 10627
Regular City Council Meeting 7. 12.
05/24/2022:

Information

Agenda Item

Resolution - City Manager: Consider a resolution approving American Rescue Plan Act (ARPA) Agreement No. 16518, by and between the City of Lubbock, and Texas Tech University Health Sciences Center, for healthcare training scholarships.

Item Summary

The City of Lubbock has allocated $3.5 million from the American Rescue Plan Act (ARPA) funds for the development of job training programs. One of the job training programs that the City is considering is the creation of a Healthcare Training Scholarship Program for students enrolled in health sciences programs. The purpose of the program is to support individuals looking to enter the medical field or advance within the medical field. In addition, the program is for students specifically enrolled in one of the five major institutions that currently have health science programs, including South Plains College, Wayland Baptist University, Lubbock Christian University, Texas Tech University Health Sciences Center, and Covenant Hospital.

This effort is part of a broader effort called the Talent Pipeline Management (TPM) Program. Through the TPM process, a shortage of over 5,500 health care positions on the South Plains have been identified. The annual capacity of the area-training providers consists of only 1,300 student slots.

In order to help encourage more individuals to enter the medical field or advance within the medical field, the proposed Healthcare Training Scholarship Program includes a total of $1.3 million from the job training ARPA allocation. This particular agreement is in the amount of $390,000 to help fund up to 195 $2,000 scholarships for students enrolled in a health sciences program at Texas Tech University Health Sciences Center. This will fund approximately half of the health sciences students enrolled at Texas Tech University Health Sciences Center.

Fiscal Impact

The agreement in the amount of $390,000 will be funded in Capital Improvement Project 8669.8302.10000, Job Training – ARPA.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Attachments

Resolution
Agreement
Budget Detail - 8669

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, ARPA Funding Agreement No. 16518 for healthcare training scholarships, by and between the City of Lubbock and Texas Tech University Health Sciences Center, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Contract 16518 ARPA scholarships TTUHSC
4.5.22

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

AMERICAN RESCUE PLAN ACT (ARPA) FUNDING AGREEMENT FOR HEALTHCARE TRAINING GRANTS

This ARPA Funding Agreement for Job Training Services (the "Agreement") Contract No. 16518 is entered into this _____ day of _____ 2022, by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Texas Tech University Health Sciences Center, (the "Subrecipient"), a public institution of higher education in the State of Texas, collectively referred to herein as (the "Parties").

WHEREAS, the Coronavirus Disease 2019 ("COVID-19") pandemic caused numerous economic concerns throughout the United States, including in the City of Lubbock; and

WHEREAS, on March 27, 2020, the President signed into federal law the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), which established the Coronavirus Relief Fund; and

WHEREAS, on March 11, 2021, the President signed into federal law the American Rescue Plan Act ("ARPA"), which established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds ("CLFRF Fund"), which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. The SLFRF builds on and expands the support provided to the City, including through the Coronavirus Relief Fund; and

WHEREAS, pursuant to the SLFRF program, the United States Department of Treasury has provided the City with a direct payment from the CLFRF Fund to cover certain costs, which includes the requirement of the obligation of funds by December 31, 2024 for following uses:

(1) To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

(2) To respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

(3) For the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full

subject to the requirements of 42 U.S.C. § 803 and no funds shall be disbursed to the Subrecipient after December 31, 2026.

ARTICLE IV. TERMINATION

A. General. Either Party may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to the Subrecipient. Any excess ARPA grant funds in the Subrecipient's possession shall be refunded to the City immediately upon termination.

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

ARTICLE V. NON - ARBITRATION

Each Party 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, neither Party shall be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, this provision shall control.

ARTICLE VI. REPRESENTATIONS AND WARRANTIES

A. Existence. The Subrecipient is an educational institution established under Chapter 110 of the Texas Education Code and is qualified to carry on its business in the State of Texas.

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

C. Subrecipient. The Subrecipient maintains a professional staff and employs, as needed, other qualified specialists experienced in completing the Program, and is familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the Program contemplated hereby.

D. Performance. The Subrecipient will and shall comply with all applicable laws, rules, and regulations, both state and federal, relating to this Agreement, as contemplated hereby.

claims or liabilities, penalties, costs or expenses as authorized by Texas law. This provision shall survive any termination or expiration of this Agreement.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

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

Texas Tech University Health Sciences Center
Office of Sponsored Programs
3601 4th Street, MS 6271
Lubbock, Texas 79430
Telephone: 806-743-4570
Email: sponsoredprograms@ttuhsc.edu

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

Erik Rejino, Assistant City Manager
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Email: erejino@mylubbock.us
Telephone: 806-775-2355

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.

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

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

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

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

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

M. 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 activities 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 activities covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Subrecipient on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the Non-Appropriation Date.

ARTICLE XVI. AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any Program using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such Program.

orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and sub-contractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Government Wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000(d) et

13. Publications. Any publications produced with funds from this award must display the following language: "This Program is being supported, in whole or in part, by federal award number SLFRP2653 awarded to the City of Lubbock by the U.S. Department of the Treasury."

14. Debts Owed the City.

a. Any funds paid to the Subrecipient:

i. in excess of the amount to which the Subrecipient is finally determined to be authorized to apply to Students tuition under the terms of this Agreement;

ii. that are determined by the Treasury Office of Inspector General or the City to have been misused; or

iii. that are determined by Treasury or the City to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the City.

b. Any debts determined to be owed to the City must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in the City's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). The City will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or sub-contractor under this award.

b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal agreement

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

TRAY PAYNE ,MAYOR

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

By:

Erin Woods, Vice President of Office of Sponsored Programs

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

City of Lubbock
Capital Project
Project Cost Detail
May 24, 2022

Capital Project Number:	8669
Capital Project Name:	Job Training - ARPA

		Budget
Encumbered/Expended		
South Plains College Contract	$	416,000
Lubbock Christian University Contract		150,000
Covenant Hospital Contract		224,000
Wayland Baptist University Contract		120,000
Agenda Item May 24, 2022		
Texas Tech University Health Sciences Center Contract		390,000
Encumbered/Expended To Date		1,300,000
Estimated Cost for Remaining Appropriation		
Job Training		2,200,000
Remaining Appropriation		2,200,000
Total Appropriation	$	3,500,000

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments of City Council members to the South Plains Association of Governments (SPAG) Board.

Item Summary

SPAG was created to maintain and improve the quality of life for all people in the region by promoting the orderly development of the total regional environment: economic, social, and physical.

The City of Lubbock is entitled to five positions on the SPAG Board. This is based on one representative for each 50,000 persons total population. Two vacated positions were created with the leaving of Council members Juan Chadis and Jeff Griffith. Council members Latrelle Joy, Sheila Patterson Harris and Steve Massengale currently serve in the other three positions.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

No file(s) attached.

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the Ports-to-Plains Trade Corridor Coalition Board.

Item Summary

This committee was established to provide the department with information on concerns and interests along the Ports-to-Plains Corridor; and advise the department on transportation improvements impacting the Ports-to-Plains Corridor. According to Transportation Code Sec. 201.623 (c)(1), "The advisory committee is composed of: 10 members, one of whom represents each of the following counties and is the county judge of the county or an elected county official or the administrator of the county road department designated by the county judge of the county:
Dallam County;
Howard County;
Lubbock County;
Midland County;
Moore County;
Potter County;
Sherman County;
Tom Green County;
Val Verde County; and
Webb County;
(2) seven members, one of whom represents each of the following municipalities and is the mayor of the municipality or the city manager or an assistant city manager designated by the mayor of the municipality:
Amarillo;
Big Spring;
Del Rio;
Laredo;
Lubbock;
Midland; and
San Angelo;
- three members who are economic development professionals, to be selected based on geographic segments that were established for the feasibility study;
- one member who is a business representative from the agriculture industry;
- one member who is a business representative from the international trade industry; and
- one member who is a business representative from the energy industry.

The position for the City of Lubbock was held by Dan Pope, former Mayor. Traditionally, this position is filled with the appointment of the current sitting Mayor.

Fiscal Impact

None

Staff/Board Recommending
Rebecca Garza, City Secretary

Attachments

Bylaws
Senate Bill 1474

SECOND AMENDED AND RESTATED BYLAWS
OF
PORTS-TO-PLAINS TRADE CORRIDOR COALITION

ARTICLE ONE
NAME AND PURPOSE

1.1 Name. The name of the corporation is Ports-to-Plains Trade Corridor Coalition (the "Corporation").

1.2 Principal Office. The principal office of the Corporation shall be at such place within the City of Lubbock, Texas, or such other city within Texas, as the Board of Directors of the Corporation may determine to be in the best interest of the Corporation. The Corporation may have such other offices as the Board of Directors may determine and as the affairs of the Corporation may require.

1.3 Purpose. This Corporation is organized as a business league within the meaning of Section 501(c) (6) of the Internal Revenue Code of 1986, as amended (the "Code"), for the purposes set forth in its Articles of Incorporation.

ARTICLE TWO
MEMBERS

2.1 Member Classes. The Corporation shall have one class of voting members ("Members") and one class of non-voting members ("Associate Members"). Unless the context clearly indicates otherwise, as used herein, the term "members" means both "Members" and "Associate Members".

2.2 Members.

2.2.1 States of the United States of America, provinces of Canada, states of Mexico, counties, municipalities, political subdivisions, metropolitan planning organizations, economic development corporations, other public entities that are located in any of the aforementioned sovereign or political entities, and chambers of commerce may apply to join the Corporation as Members.

2.2.2 Subject to approval by the Board of Directors, execution of a membership application and agreement, and payment of the dues and application fee, if any, determined pursuant to Section 2.4, such entity shall become a Member.

2.2.3 Members shall have voting rights with respect to the election of Directors and shall have voting rights with respect to other matters only as may be required by law. Each Member shall be entitled to one vote for dues payments of up to $10,000, one additional vote for dues payments up to $20,000, and one vote for each additional $10,000 dues payments up to a maximum of 10 votes.

2.2.4 No fractional votes are allowed. It is expressly provided, however, that the members shall not be entitled to vote on changes to, the repeal of, or the adoption of new Bylaws.

For a county, municipality, political subdivision, metropolitan planning organization, economic development corporation, any other public entities that are located in any state within the United States of America or Mexico or province of Canada, or a chamber of commerce to be a Member, it is not necessary that the State in which the entity is located be a Member.

An entity that is entitled to participate as a Member may designate in writing to the Corporation a department, agency or private non-profit entity ("designated entity") that is to act in its stead, which designated entity shall then be registered as the Member and have all the rights to which the entity ("sponsoring entity") that so designated it would be eligible. The sponsoring entity may withdraw such designation by written notice to the Corporation, in which event the designated entity shall be deemed to have withdrawn as a Member of the Corporation.

2.3 Associate Members.

2.3.1 Private sector individuals and entities which are interested in advancing the Corporation's purposes may apply to join the Corporation as non-voting Associate Members.

2.3.2 Subject to approval by the Board of Directors, execution of an associate membership application and agreement, and upon payment of the dues and application fee, if any, determined pursuant to Section 2.4, such individual or entity shall become an Associate Member.

2.3.3 Associate Members have no right to vote on any matter on which corporate members of a Texas non-profit corporation are entitled or required to vote, including on any amendment to the Articles of Incorporation or Bylaws of the Corporation that adversely affect such Associate Members; provided, however, that upon the effectiveness of any such amendment, an Associate Member may ask for a prorated (by month) refund of dues for the remainder of such year.

2.3.4 Associate Members may attend meetings of the Members, except in the case of executive sessions. At meetings which they are allowed to attend, Associate Members may participate in discussions as permitted by the President, but may not vote.

2.3.5 Categories of Associate Members

2.3.5.1 Alliance Members

2.3.5.1.1 Reserved for partner associations who meet specific needs or agree to support Ports-to-Plains in functional or subject matter areas in which Ports-to-Plains does not already have expertise or leadership.

2.3.5.1.2 Membership rights shall be identified by agreement to be approved by the Board of Directors which may include representation on the Board of Directors and Advisory Council as well a representation in workgroups.

2.3.5.2 Business Members

2.3.5.2.1 These members shall receive only the benefits approved by the Board of Directors for Business Membership and no other rights as members.

2.3.5.3 Sponsor Members

2.3.5.3.1 These members shall receive only the benefits approved by the Board of Directors for Events Sponsorship and no other rights as members.

2.3.5.4 Other Members.

2.3.5.4.1 Other members may include Individuals, Students, Post-secondary and Research organizations who will, on a case by case basis, be a low-cost or reciprocal membership class to encourage university partnerships; potential contributor to new programming, particularly workforce development, venture cap or entrepreneurship topics.

2.3.5.4.2 These members shall have no rights as members.

2.4 Membership Dues. All members shall be required to pay annual membership dues to the Corporation in such amounts as established from time to time by the Board of Directors and may be required to pay an application fee, if any. The membership dues owed and payable for the first year of membership shall be due within 30 days after the date that the membership application and agreement is executed by the member and approved by the Board of Directors. All dues payable each year thereafter shall be payable within 30 days of the beginning of the Corporation's fiscal year.

The dues and application fee, if any, shall be set by the Board of Directors, which may make distinctions in the dues payable by members. No member by its execution of the membership application and agreement is assuming or agreeing to pay any monetary or other obligation other than the agreement to make the contributions provided by this Section 2.4.

2.5 Term of Membership/Withdrawal/Expulsion. The member's membership in the Corporation shall be effective on and as of the date all of the requirements in Section 2.2 or 2.3, as the case may be, are satisfied and shall automatically continue from year to year unless and until the member withdraws from participation in accordance with the following sentences or the Board of Directors terminates a member's membership in the Corporation in accordance with this Section. Any member may withdraw from the Corporation at any time, without refund of amounts paid to date, by giving thirty (30) days written notice to the Corporation. Any member who fails to pay the annual membership dues, as provided in Section 2.4 above, shall be deemed to automatically withdraw from the Corporation as of the first day of the Corporation's fiscal year in which the member failed to pay the annual membership dues, and the member shall not be entitled to receive any refund of any amounts paid to the Corporation.

2.6 Suspension of Members. The Board of Directors may suspend a member from the Corporation for any of the following reasons:

2.6.1 consistent and continued activity and/or speech by the member or representatives of the member that directly contradicts the interests of the Corporation; or

2.6.2 failure to meet the qualifications stated in this Article Two for membership, which does not result in the Member's automatic withdrawal pursuant to Section 2.5 above; or

2.6.3 failure to attend three consecutive meetings, provided, however, that a Member's vote by proxy at any meeting constitutes attendance; or

2.6.4 the member's affiliation with the Corporation will cause the Corporation to lose or jeopardizes the Corporation's exempt status for federal or state tax purposes.

2.6.5 To suspend a member from the Corporation a meeting of Directors must take place at least fifteen days after the member subject to suspension receives, by registered mail, written notice of the proposed action, the basis therefor, and the date, time, and place of the meeting. The member shall be afforded an opportunity to respond to the proposed suspension in person at the meeting. No Director affiliated with a member subject to a suspension action shall be permitted to vote on the suspension. Such suspension shall be for a term as determined by the Board and may be permanent.

2.6.6 Any member whose membership is permanently suspended by the Board of Directors in accordance with Subsection 2.6(d), shall be entitled to a refund of a pro rata portion of the annual membership dues such member paid for the Corporation's fiscal year in which such member's membership is permanently suspended. Any member whose membership is permanently suspended by the Board of Directors for any other reason, shall not be entitled to receive any refund of any amounts paid to the Corporation

2.7 Annual Meetings of Members. The annual meeting of the Members shall be held at the time and place designated by the Board of Directors. Written or printed notice stating the place, day and hour of the meeting shall be delivered to each Member and Associate Member at the address for such member on the books of the Corporation, either personally, by facsimile, or by mail, by or at the direction of the Chairman or Secretary not less than thirty (30) days nor more than sixty (60) days before the date of the meeting.

2.8 Special Meetings of Members. Special meetings of the Members may be called by the Chairman, the Board of Directors, or by ten percent (10%) or more of Members. Written or printed notice stating the place, day, hour and purpose of the meeting shall be delivered to each member not less than ten (10) days nor more than sixty (60) days before the date of the meeting, either personally, by facsimile, or by mail, by or at the direction of the Chairman, Secretary or the Members calling such special meeting.

2.9 Regular Meetings of the Members. The Board of Directors may establish a schedule for regular meetings of the Members in a location and at such time as the Board deems appropriate. Notice need not be given to members of the time, place or purpose of a regular meeting once such schedule has been provided to the members at least ten (10) days before the first such meeting.

2.10 Place and Manner of Meetings. Meetings of the Members shall be held at the principal office of the Corporation, unless some other place is designated in the notice of the meeting. Accurate minutes of any meeting of the Members shall be maintained by the Secretary of the Corporation or other officer designated for that purpose.

2.11 Agendas for Meetings. Unless otherwise provided by these Bylaws or the Articles of Incorporation, neither the business to be transacted at, nor the purpose of, any annual or regular meeting of the Members need be specified in the notice or waiver of notice of such meeting in order for action to be taken at the meeting.

2.12 Quorum for Member Meetings / Voting. The presence of ten percent (10%) of the Members present in person shall be a quorum for the transaction of business at all meetings; provided, that a Member who has submitted a Ballot pursuant to Section 2.14 shall be counted as present for purposes of a quorum for the business to which the Ballot relates. The affirmative vote of a majority (as defined in Section 3.11) of the Members present in person or by Ballot at any meeting at which there is a quorum shall be the act of the Members, unless otherwise provided by law, the Articles of Incorporation, or these Bylaws. Cumulative voting shall not be permitted.

2.13 Notice of Adjournment. Notice of the time and place of holding an adjourned meeting at which a quorum was present need not be given to absent members if the time and place is fixed at the meeting adjourned and it is held within seventy-two (72) hours, notice shall be given to all Members (but not Associate Members) not present at the time of adjournment. A quorum must be present at the reconvened meeting in order to transact business.

2.14 Limited Proxies. Members may vote by proxy only as provided in this Section. Along with the notice of a meeting of Members at which Directors are to be elected or any other issue with respect to which the law requires a vote of the Members, the individual giving such notice shall include a proxy in the form of a ballot (a "Ballot") listing the individuals who are running for election to the Board for whom the Member is entitled to vote and setting forth each such issue. The Ballot must be written so as to require either a "yes" or "no" vote on each issue and must also provide a space where the Member can indicate how it wishes to vote on each director position for which the Member is entitled to vote. Each Ballot with respect to an issue must be approved as to form by the Board. A Member may vote by mailing in the completed and signed Ballot or in person at the meeting. To be counted, a Ballot must be received at the address indicated on the Ballot at or prior to the time and day specified therein. Ballots not received at the required address by the required time will not be counted at the meeting. A Member who submits a Ballot and who then attends the meeting may revoke the Ballot and vote in person by so notifying the Secretary of the Corporation in writing prior to the start of the applicable meeting. Unless revoked, a Ballot duly and timely submitted is a proxy authorizing and directing the Secretary of the Corporation to vote the Member's vote(s) as stated in the Ballot.

ARTICLE THREE
BOARD OF DIRECTORS

3.1 General powers. Except as provided by applicable law, in the Corporation's Articles of Incorporation, or in these Bylaws, the business, property and affairs of the Corporation shall be managed and directed, and all corporate powers of the Corporation exercised, by or under the direction of a Board of Directors (the "Board of Directors" or the "Board"). The Board of Directors may make appropriate delegations of authority to the officers of the Corporation and may authorize one or more other committees to act on its behalf.

3.2 Number; Classification; Term; Election. The Board of Directors shall consist initially of twelve (12) Directors. The number of Directors may thereafter be increased or decreased by a majority vote of the Board of Directors; provided, however, that the number of Directors shall not be less than twelve.

The Directors named in the Articles of Incorporation will hold office until the first annual meeting of the Members and until their successors are elected and qualified. At the first annual meeting of the Members, at least twelve (12) Directors will be elected, who will be divided into two classes. There will be six (6) (or in the event more than twelve directors are elected, then one-half of the directors elected) Directors in the first class, who will hold office until the first annual meeting of the Members after their election and until their successors are elected and qualified; there will be six (6) (or in the event more than twelve directors are elected, then one-half of the directors elected) Directors in the second class, who will hold office until the second annual meeting of the Members after their election and until their successors are elected and qualified; at each annual meeting of the Members thereafter, Directors will be elected for the class whose term of office expires at that meeting, and they will hold office until the second annual meeting of the Members after their election and until their successors are elected and qualified.

3.3 Vacancies. If a vacancy on the Board of Directors occurs because of resignation, removal, death or for any reason, the vacancy shall be filled by a majority vote of the remaining Directors of the applicable component.

3.4 Qualifications. Any person that is an appointed representative of a Member may serve on the Board. However, no more than one Board member from each county may serve on the Board at any one time.

3.5 Resignations. Any Director may resign at any time by giving written notice to the Chairman of the Board of Directors. Such resignation shall take effect when the notice is received, unless the notice specifies a future date. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.6 Removals. The Board of Directors may, by a supermajority vote (as defined in Article Seven herein) of Directors present at a regular or special meeting called for this purpose, suspend or remove a Director for any of the following reasons:

(a) breach of the Director's fiduciary duty to the Corporation;

(b) violation of the Corporation's Articles of Incorporation, these Bylaws, or a policy duly adopted by the Board of Directors;

(c) conviction of a felony or misdemeanor (other than a traffic violation not involving substance or alcohol abuse);

(d) consistent, continued activity and/or speech that directly contradicts the interests of the Corporation;

(e) failure to meet the qualifications identified in Section 3.4; and/or

(f) failure to attend (unexcused) three consecutive Board meetings.

The meeting must take place at least fifteen (15) days after the Director subject to removal or suspension receives, by registered mail, written notice of the proposed action, including the identity of the date, time, and place of the meeting. The Director shall be afforded an opportunity to present a defense to the charges in person.

3.7 Place and Manner of Meetings. Meetings of the Board of Directors shall be held at the principal office of the Corporation, unless some other place is designated in the notice of the meeting. Accurate minutes of any meeting of the Board or any committee thereof shall be maintained by the Secretary or other officer designated for that purpose.

3.8 Regular Meetings. An annual meeting of the Board of Directors shall be held at the time and place designated by the Board. The Board may also establish regular quarterly meetings. Annual meetings and any quarterly meetings established by the Board are sometimes referenced to herein as regular meetings. Such annual meetings and if applicable, quarterly meetings, shall be held upon at least ten (10) days advance written notice to the Directors and members of the Advisory Council.

3.9 Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board or a majority of the Directors. Notice of the date, time, purpose, and place of each special meeting of the Board shall be given to each Director and, unless the meeting is closed to them, each member of the Advisory Council at least twenty-four (24) hours before the time of the meeting. Notice of a special meeting may be by telephone followed by written confirmation.

3.10 Agenda for Meetings. Unless otherwise provided by these Bylaws or the Corporation's Articles of Incorporation, neither the business to be transacted at, nor the

purpose of, any regular or special meeting of the Board of Directors or any committee of the Board need be specified in the notice or waiver of notice of such meeting in order for action to be taken at the meeting.

3.11 Quorum for Meeting / Voting. The presence of at least one-third (1/3) of the number of persons then serving as Directors, present in person or by telephone, shall be a quorum for the transaction of business at all meetings. Presence by proxy does not constitute presence for establishing a quorum. Each Director shall have one vote on all matters coming before the Board, subject to Section 3.15. Except as otherwise provided in these Bylaws, all matters voted upon by the Directors shall be decided by majority vote. As used herein the term "majority vote" or "majority" shall mean more than one-half (1/2) of the votes eligible to be cast in person or by proxy with respect to the particular matter. The affirmative vote of a majority of the Directors present in person or by proxy at any meeting at which there is a quorum, shall be the act of the Board of Directors, unless otherwise provided by law, the Articles of Incorporation, or these Bylaws.

3.12 Limited Proxies. A Director may vote by proxy at any meeting of the Board of Directors or of any committee of the Board of Directors only as provided in this Section 3.12. A Director may designate in writing either another representative of the same Member which said Director represents or another Director as authorized to participate and vote on behalf of the Director making such designation in any meeting of the Board of Directors or of any committee of the Board which is specified in such designation. Such designation must be delivered to the person presiding over such meeting prior to the participation by the designee in the meeting. A facsimile of such designation is acceptable. The designation shall be deemed to be a proxy for the purposes and meetings specified therein, and the same shall be revocable at any time in writing signed by the Director which issued the same, which writing shall be delivered to the Secretary of the Corporation or the presiding officer of the applicable meeting. Such revocation shall not affect votes cast by the designee prior to such delivery of the revocation.

3.13 Notice of Adjournment. Notice of the time and place of holding an adjourned meeting at which a quorum was present need not be given to absent Directors if the time and place is fixed at the meeting adjourned and it is held within seventy-two (72) hours. If a meeting is adjourned for more than seventy-two (72) hours, notice shall be given to all Directors not present at the time of adjournment. A quorum must be present at the reconvened meeting in order to transact business.

3.14 Compensation. Directors shall serve in such capacity without compensation on a voluntary basis, but may receive reasonable and appropriate reimbursement of expenses from the Corporation, as determined from time to time by the Board of Directors.

3.15 Conflict of Interest. Whenever a Director has a conflict of interest based upon the possibility of personal gain to such Director, such conflict of interest shall be

declared by the Director and such Director may not vote on those issues where a conflict of interest has been declared. He or she may discuss the nature of his or her conflict of interest and otherwise provide information to the Board. Further, such Director may not be counted towards a quorum in respect of a vote on such issue. This Section of these Bylaws is not to be construed so as to prevent, preclude, or otherwise discourage Directors (or entities which they control or which they represent) from transacting business with the Corporation on a competitive, arms-length basis, and being awarded contracts, business, or other contractual relationships based upon such Directors' ability to provide (or that of the controlled or represented entity to provide), the Corporation with services or products considering price, quality and service, for what is being considered, so long as the express requirements of this Section and the requirements, if any, of applicable law are met. A Director shall not be deemed to have a conflict of interest by virtue of benefits that might accrue to the Member that such Director represents.

3.16 Advisory Council.

3.16.1 There shall be an Advisory Council consisting of:

3.16.1.1 a representative from each Associate Member who, in the current fiscal year of the Corporation has paid membership dues in an amount to be determined by the Board of Directors in accordance with Section 2.4, and

3.16.1.2 individuals appointed by the Chairman from time to time, as the Chairman determines in the Chairman’s sole and absolute discretion.

3.16.2 The purpose of the Advisory Council shall be to provide input and expertise to the Board of Director on an as needed basis.

3.16.3 Each member of the Advisory Council, who is a representative of an Associate Member, shall serve as a member of the Advisory Council for as long as the Associate Member has paid membership dues in an amount to be determined by the Board of Directors in accordance with Section 2.4 or until the Associate Member notifies the Corporation in writing that the Associate Member has appointed a new representative to serve on the Advisory Council, whichever time period is shorter.

3.16.4 Each member of the Advisory Council who is appointed by the Chairman shall serve for a term of one (1) year from the date such member is appointed as a member of the Advisory Council.

3.16.5 The members of the Advisory Council may attend meetings of the Board of Directors; provided, however, the Chairman may close special meetings of the Board of Directors to the Advisory Council.

3.16.6 At meetings they are permitted to attend, members of the Advisory Council may participate in discussions to the extent permitted by the Chairman, but members of the Advisory Council shall not be entitled to vote on any matter coming before the Board of Directors and members of the Advisory Council shall not participate whatsoever in the management of the Corporation.

ARTICLE FOUR
NOTICES

4.1 Form of Notice. Whenever under the provisions of these Bylaws, notice is required to be given to any member, Director or committee member, and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing, by mail, postage prepaid, or by facsimile transmission or other electronic communication followed by mailed, written notice, addressed to such member, Director or committee member at such address as appears on the books of the Corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time the notice is deposited, postage prepaid, in the United States mail; provided, however, that facsimile or other electronically transmitted notice is deemed to be given upon successful transmission of the facsimile or the electronic communication. With respect to meetings of the Board of Directors or committees of the Board, telephonic notice followed by mailed written notice is sufficient, and such notice shall be deemed given at the time it is communicated by telephone.

4.2 Waiver. Whenever any notice is required to be given to a member, Director or committee member under the provisions of the Texas Non-Profit Corporation Act, the Corporation's Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member, Director or committee member at any meeting shall constitute a waiver of notice of such meeting, except where a member, Director or committee member attends a meeting for the express purpose of objection to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE FIVE
OFFICERS

5.1 Number, Appointment and Tenure, Resignation, and Removal.

(a) Number and Appointment. The Officers of this Corporation shall be a Chairman and Vice-Chairman of the Board, a President, a Secretary, a Treasurer, and such other officers as may be designated and elected by the Board of Directors from time to time. Two or more offices may be held by the same person, except that the office of the President and Secretary may not be held by the same person. The Chairman and Vice-Chairman shall be Directors. No other officers need be Directors.

(b) Term. At each annual meeting of the Board of Directors, the Board of Directors shall elect the officers for a one year term; provided that each officer so elected shall continue to hold such office until the earlier of the date that his or her successor shall have been duly elected and qualified, or until the date such officer resigns or is removed.

(c) Resignation. Any officer may resign at any time by giving written notice thereof to the Chairman or Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of the resignation shall not be necessary to make it effective.

(d) Removal. Any officer may be removed, either with or without cause, by a majority vote of the entire Board of Directors.

5.2 Attendance at Meetings. The Chairman, and in his or her absence the Vice-Chairman, shall call meetings of the Board of Directors to order, and conduct such meetings, and the Secretary of the Corporation shall act as Secretary of all such meetings, but in the absence of the Secretary, the Chairman or Vice-Chairman, as the case may be, may appoint any person present to act as Secretary of the meeting.

5.3 Duties. The principal duties of the several officers are as follows:

5.3.1 Chairman of the Board. The Chairman shall preside at all meetings of the Board of Directors and shall perform such other duties as may be assigned to him or her by the Board of Directors.

5.3.2 Vice-Chairman of the Board. The Vice-Chairman shall discharge the duties of the Chairman in the event of the Chairman's absence or disability for any cause whatsoever. If for whatever reason, the Vice-Chairman is unable to fulfill his duties, the Chairman may appoint a Board member to discharge any or all of the Vice-Chairman’s duties.

5.3.3 President. The President shall be the chief executive officer and executive director of the Corporation, and subject to the control of the Board of Directors, shall have general charge and supervision of the administration of the activities and affairs of the Corporation. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall sign and execute all legal documents and instruments in the name of the Corporation when authorized to do so by the Board of Directors, prepare an annual budget showing expected receipts and expenditures for consideration by the Board of Directors, and shall perform such other duties as may be prescribed from time to time by the Board of Directors. The President shall also have the power to appoint and remove subordinate employees. The President shall submit to the Board of Directors plans and suggestions for the activities of the Corporation, shall direct its general correspondence and shall present recommendations in each case to the Board of Directors for decision. The President shall also submit a report of the activities and affairs of the Corporation at each annual meeting of the Board and at other times when called upon so to do by the Board.

5.3.4 Secretary. The Secretary shall have charge of the records and correspondence of the Corporation under the direction of the President, and shall be the custodian of the seal of the Corporation, if any. The Secretary shall attend all meetings of

the Board of Directors and give such notice of meetings as is required by these Bylaws. The Secretary shall take and keep true minutes of all meetings of the Board of Directors. The Secretary shall discharge such other duties as shall be prescribed from time to time by the President or the Board of Directors. The Board of Directors may appoint an Assistant Secretary to perform the duties of the Secretary during any absence or disability of the Secretary.

5.3.5 Treasurer. The Treasurer shall keep account all moneys, credits and property of the Corporation which shall come into the Treasurer's hands and keep a full and accurate account of all moneys received and discharged. Except as otherwise ordered by the Board of Directors, the Treasurer shall have the custody of all the funds and securities of the Corporation and shall deposit the same in the name and to the credit of the Corporation in such banks or depositories as the Board of Directors shall designate. The Treasurer shall keep proper books of account and other books showing at all times the amount of the funds and other property belonging to the Corporation, all of which books shall be open at all times to the inspection of the Board of Directors. The Treasurer shall also submit a report of the accounts and financial condition of the Corporation at each annual meeting of the Board of Directors. The Treasurer shall, under the direction of the Board of Directors, disburse all moneys and sign all checks and other instruments drawn on or payable out of the funds of the Corporation, unless the Board of Directors authorizes other officers, employees or agents of the Corporation to sign checks without the counter signature of the Treasurer, which checks, however, may also be required by the Board of Directors to be signed by the President. The Treasurer shall also make such transfers and alterations in the securities of the Corporation as may be ordered by the Board of Directors. In general, the Treasurer shall perform all the duties which are incident to the office of Treasurer, subject to the control of the Board of Directors, and shall perform such additional duties as may be prescribed from time to time by the Board of Directors or the President. The Treasurer shall give bond only if required by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer to perform the duties of the Treasurer during any absence or disability of the Treasurer.

5.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular election to that office.

ARTICLE SIX
COMMITTEES

6.1 General. The Board of Directors may designate one or more committees as it deems appropriate. The duties of any such committees shall be as prescribed by the Board of Directors. Each such committee shall consist of two (2) or more persons appointed by the Chairman of the Board of Directors. A committee shall limit its activities to the accomplishment of the tasks for which it is designated and shall have no power to act except as specifically conferred by action of the Board of Directors. A majority of the members of any such committee that is authorized by the Board of Directors to exercise the authority of the Board of Directors, in whole or in part, shall be

composed of Directors. The Board of Directors shall appoint a chairman for each committee to preside at all meetings of the committee and to perform such other duties as may be assigned to him or her by the Board of Directors.

6.2 Chairman as Member of Committees. The Chairman of the Board of Directors shall serve as an ex-officio and non-voting member of each standing and ad hoc committee, except as otherwise specified by the Board of Directors.

6.3 Quorum and Voting. A majority of the members of a committee shall constitute a quorum for the transaction of business at any meeting of such committee and the act of a majority of the committee members present at a meeting at which a quorum is present shall be the act of the committee.

6.4 Meetings and Notices. Meetings of a committee may be called by the President or the chairman of the committee. Each committee shall meet as often as is necessary to perform its duties. Notice may be given at any time and in any manner reasonably designed to inform the committee members of the time and place of the meetings. Each committee shall keep minutes of its proceedings.

6.5 Resignations and Removals. Any committee member may resign at any time by giving notice to the chairman of the committee or the Secretary of the Corporation. Unless otherwise specified in the notice, such resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective. The Board of Directors may remove any committee member at any time with or without cause.

6.6 Vacancies. A vacancy on a committee shall be filled for the unexpired portion of the term of the former occupant in the same manner in which an original appointment to such committee is made.

ARTICLE SEVEN
AMENDMENTS

The Board of Directors, by a supermajority vote, shall have exclusive authority to alter, amend and repeal these Bylaws and to make and adopt new and other Bylaws, and the Members shall not be entitled to vote thereon. As used herein the term "supermajority vote" shall mean more than two-thirds (2/3) of the votes eligible to be cast in person or by proxy with respect to the particular matter.

ARTICLE EIGHT
INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS

The Corporation shall indemnify Directors, officers, employees, and agents of the Corporation to the fullest extent required by Article 1396-2.22A of the Texas Non-Profit Corporation Act, as amended, and may indemnify such persons to the fullest extent

permitted by Article 1396-2.22A of the Texas Non-Profit Corporation Act as amended, subject in each case to restrictions, if any, in the Corporation's Articles of Incorporation. The Corporation shall have the power to purchase and maintain at its cost and expense insurance on behalf of such persons to the fullest extent permitted by Article 1396-2.22A of the Texas Non-Profit Corporation Act, as amended.

ARTICLE NINE
GENERAL PROVISIONS

9.1 Fiscal Year. The fiscal year of the Corporation shall end on December 31 of each year, unless otherwise fixed by resolution of the Board of Directors. At the end of each fiscal year a certified audit or review shall be performed regarding all financial transactions of the Corporation.

9.2 Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the meetings of the Board of Directors and committees.

9.3 Inspection of Books and Records. The Corporation's books and records shall be open to inspection of the Directors upon reasonable request, and as provided by the Texas Non-Profit Corporation Act or other applicable law.

9.4 Annual Budget. The Board of Directors shall adopt an annual budget after considering a proposed budget submitted by the President to the Board of Directors, or if so directed by the Board of Directors, by an appointed committee, and shall provide a copy of the adopted budget to each Member.

9.5 Seal. The Board of Directors may, but need not, adopt a corporate seal to be in such form and to be used in such manner as the Board of Directors shall direct.

9.6 Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

9.7 Contracts. The Board of Directors may authorize any officer or officers or agent or agents of the Corporation to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation.

9.8 Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may from time to time select.

9.9. Telephone Meetings. The members, Directors and committee members may participate in and act at any meeting through use of a conference telephone or other communication equipment by means of which all persons participating in the meeting can

hear each other. Participation in such meeting by such means shall constitute attendance and presence in person at the meeting, except where a person participates for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

9.10 Action Without a Meeting. Any action required or which may be taken at a meeting of the Members, Board of Directors or any committee may be taken without a meeting, if a consent in writing, setting forth the action to be taken, shall be signed by all Members or then serving Directors or committee members, as the case may be. A telegram, telex, cablegram, or similar transmission by a Member, a Director or a committee member, or a photographic, photostatic, facsimile, or similar reproduction of a writing signed by a Member, a Director or a committee member, shall be regarded as signed by the Member, the Director or the committee member for purposes of this Section.

9.11 Prohibition Against Loans. The Corporation is prohibited from making any loan to any Director or officer of the Corporation.

9.12 Construction. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural, and conversely. If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible: (a) the remainder of these bylaws shall be considered valid and operative, and (b) effect shall be given to the intent manifested by the portion held invalid and inoperative.

9.13 Headings. The headings are for organization, convenience and clarity. In interpreting these Bylaws, they shall be subordinated in importance to the other written material.

9.14 Relation to Articles of Incorporation. These Bylaws are subject to, and governed by, the Articles of Incorporation of the Corporation.

The above and foregoing Bylaws of **PORTS-TO-PLAINS TRADE CORRIDOR COALITION** were unanimously adopted by all of the Directors by written consent.

PORTS-TO-PLAINS
TRADE CORRIDOR COALITION

By:_____
Michael Reeves, President

These are certified bylaws of the Ports-to-Plains Trade Corridor Coalition

AN ACT

relating to the I-27 Advisory Committee.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter H, Chapter 201, Transportation Code, is amended by adding Section 201.623 to read as follows:

Sec. 201.623. I-27 ADVISORY COMMITTEE. (a) In this section:

(1) "Advisory committee" means the I-27 Advisory Committee established under this section.

(2) "Feasibility study" means the study on the Ports-to-Plains Corridor conducted by the department as required by Chapter 756 (H.B. 1079), Acts of the 86th Legislature, Regular Session, 2019.

(3) "Ports-to-Plains Corridor" means the highways designated as the Ports-to-Plains Corridor under Section 225.069.

(b) The I-27 Advisory Committee is established to:

(1) provide the department with information on concerns and interests along the Ports-to-Plains Corridor; and

(2) advise the department on transportation improvements impacting the Ports-to-Plains Corridor.

(c) The advisory committee is composed of:

(1) 10 members, one of whom represents each of the following counties and is the county judge of the county or an elected county official or the administrator of the county road

department designated by the county judge of the county:

(A) Dallam County;

(B) Howard County;

(C) Lubbock County;

(D) Midland County;

(E) Moore County;

(F) Potter County;

(G) Sherman County;

(H) Tom Green County;

(I) Val Verde County; and

(J) Webb County;

(2) seven members, one of whom represents each of the following municipalities and is the mayor of the municipality or the city manager or an assistant city manager designated by the mayor of the municipality:

(A) Amarillo;

(B) Big Spring;

(C) Del Rio;

(D) Laredo;

(E) Lubbock;

(F) Midland; and

(G) San Angelo;

(3) three members who are economic development professionals, to be selected based on geographic segments that were established for the feasibility study;

(4) one member who is a business representative from the agriculture industry;

(5) one member who is a business representative from the international trade industry; and

(6) one member who is a business representative from the energy industry.

(d) The members of the advisory committee described by Subsection (c)(2) shall appoint the members of the advisory committee described by Subsections (c)(3), (4), (5), and (6) by majority vote.

(e) An advisory committee member serves until the member:

(1) ceases to hold the underlying position that qualifies the member for service on the committee; or

(2) resigns.

(f) A vacancy on the advisory committee is filled:

(1) for a vacancy for a position qualified under Subsection (c)(1) or (2), by the person holding the elected position vacated by the former member or another person designated by the person holding the elected position vacated by the former member, in accordance with Subsection (c)(1) or (2), as applicable; and

(2) for a vacancy for a position described by Subsection (c)(3), (4), (5), or (6), by majority vote of the advisory committee members described by Subsection (c)(2).

(g) The advisory committee shall elect by majority vote of the committee:

(1) a chair to serve as the committee's presiding officer; and

(2) a vice-chair to serve as the committee's presiding

officer in the absence of the chair.

(h) The advisory committee shall meet at least twice each state fiscal year and at such other times as requested by the department or the chair. The advisory committee may meet remotely or by teleconference as determined by the chair or the department.

(i) An advisory committee member is not entitled to receive compensation for service on the committee or reimbursement for expenses incurred in the performance of official duties as a member of the committee.

(j) The commission may adopt rules to govern the operations of the committee that are consistent with existing commission rules and do not conflict with this section.

(k) All advisory committee meetings, whether remote or in person, must be open to the public.

(l) Chapter 2110, Government Code, does not apply to the advisory committee.

SECTION 2. (a) The members of the I-27 Advisory Committee established under Section 201.623, Transportation Code, as added by this Act, described by Section 201.623(c)(2), Transportation Code, as added by this Act, shall make the appointments required by that section not later than October 1, 2021.

(b) The I-27 Advisory Committee established under Section 201.623, Transportation Code, as added by this Act, shall meet on or before the 30th day after the completion of appointments under Subsection (a) of this section.

SECTION 3. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as

provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2021.

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1474 passed the Senate on April 23, 2021, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 1474 passed the House on May 18, 2021, by the following vote: Yeas 121, Nays 16, two present not voting.

Chief Clerk of the House

Approved:

6-11-21

Date

Governor

FILED IN THE OFFICE OF THE SECRETARY OF STATE
_____ O'CLOCK
JUN 14 2021
Secretary of State

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the Transportation Policy Committee of the Lubbock Metropolitan Planning Organization (LMPO).

Item Summary

City of Lubbock has an open position, to replace former Mayor Dan Pope, on the Transportation Policy Committee (TPC).This Committee is the decision-making body of the Lubbock Metropolitan Planning Organization (LMPO). The LMPO, is a federally mandated organization developed to coordinate the highway, transit, and land use planning process, in order to receive federal funds for highway and transit improvements. The LMPO is comprised of a Transportation Policy Committee (TPC), Transportation Advisory Committee (TAC), Transportation Planning Director, LMPO Staff, and a Fiscal Agent. The LMPO is the organization that brings together the following agencies, through the Transportation Policy Committee, to make continuing, cooperative, and comprehensive transportation decisions:

- City of Lubbock (3 representatives of the City of Lubbock, including at least 2 elected officials, appointed by the Lubbock City Council.)
    Current representatives are Council Member Steve Massengale, Council Member Sheila Patterson Harris, and one open position to replace former Mayor Dan Pope. - City of Lubbock City Manager, Jarrett Atkinson
- City of Lubbock City Manager, Jarrett Atkinson
- Citibus General Manager
- City of Wolfforth Mayor
- Lubbock County (1 elected County official – Lubbock County appointed by the County Commissioners Court, plus the County Judge)
- Texas Department of Transportation, Lubbock District Engineer

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

No file(s) attached.

Information

Agenda Item

Resolution - City Council: Take nominations and consider a resolution electing a Mayor Pro Tem.

Item Summary

City Charter, Chapter 1, Article IX, Section 12, requires City Council members to elect a Mayor Pro Tem from their members after newly elected members have qualified and taken their seats on the City Council.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Resolution

RESOLUTION

WHEREAS, the City Council of the City of Lubbock is required to elect a mayor pro tem from among its membership after each City General Election pursuant to Chapter 1, Article IX, Section 12, of the City Charter; NOW THEREFORE:

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

THAT _____ is elected Mayor Pro Tem of the Lubbock City Council until such time as a successor may be elected and qualified.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

AI# 10734
Regular City Council Meeting
05/24/2022:

8. 5.

Information

Agenda Item

Public Hearing - Planning (District 1): Consider a request for Zone Case 2904-K, a request of Casey Sherwood for Jackie Mize, for a zone change from Interstate Highway Commercial District (IHC) to Family Apartment District (A-1) at 408 Avenue T, located south of Marsha Sharp Freeway and west of Avenue T, Overton Addition, Block 34, the south 75 feet of Lots 1-5 less the northwest corner of Lot 5, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on May 5, 2022, 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 2904-K
Staff Report 2904-K
Documentation 2904-K

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-K; A ZONING CHANGE FROM IHC TO A-1 ZONING DISTRICT AT 408 AVENUE T, LOCATED SOUTH OF MARSHA SHARP FREEWAY AND WEST OF AVENUE T, OVERTON ADDITION, BLOCK 34, THE SOUTH 75 FEET OF LOTS 1-5 LESS THE NORTHWEST CORNER OF LOT 5, 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-K

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** to **A-1** zoning district at **408 Avenue T, located south of Marsha Sharp Freeway and west of Avenue T, Overton Addition, Block 34, the south 75 feet of Lots 1-5 less the northwest corner of Lot 5,** 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager
Kristen Sager, Interim Director of Planning

APPROVED AS TO FORM:

Kelli Leisure
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2904-K
May 5, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 2904-K
City Council Meeting	May 24, 2022

Applicant Casey Sherwood

Property Owner Jackie Mize

Council District 1

Recommendations
- Staff recommends Approval.

Prior Board or Council Action
- March 13, 1941: This property was zoned Light Manufacturing District (M-1) through Ordinance No. 661.
- March 22, 2001; Zone Case 2904: This property was rezoned from Light Manufacturing District (M-1) to Interstate Highway Commercial District (IHC) through Ordinance No. 2001-O0017.
- May 5, 2022; Zone Case 2904-K: The Planning and Zoning Commission recommended approval of a zone change from Interstate Highway Commercial District (IHC) to Family Apartment District (A-1) by a vote of 6-0-0.

Notification Summary
- Notifications Sent: 6
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History
This property was previously developed with a storage unit. The property is now vacant.

Adjacent Property Development
This property is surrounded by vacant land to the north, a water bottling company to the west, and a commercial servicing building to the east, all zoned Interstate Highway Commercial District (IHC), and by an apartment complex zoned High-Rise Apartment District (A-3) to the south.

Zoning Request and Analysis
Item Summary
The subject property is located at 408 Avenue T, located south of Marsha Sharp Freeway and west of Avenue T, Overton Addition, Block 34, the south 75 feet of Lots 1-5 less the northwest corner of Lot 5. The applicant is requesting a zone change from Interstate Highway Commercial District (IHC) to Family Apartment District (A-1).

Current zoning: **Interstate Highway Commercial District (IHC)**

Requested zoning: **Family Apartment District (A-1)**

Intent Statements
The intent of the current 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."

The intent of the proposed 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."

Traffic Network/Infrastructure Impacts
The property is located south of Marsha Sharp Freeway, which is designated as a Freeway and west of Avenue T, which is designated as a Local Street by the Master Thoroughfare Plan, 2018. Freeways are intended to move high volumes of automobile traffic at relatively high speeds over long distances.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. It is appropriate adjacent to other apartment districts.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates the subject property for mixed uses. The request for A-1 zoning is consistent with this designation.

Conformance with Zoning Ordinance
The proposed zone change request is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property is suitable for the proposed zoning and will not require additional public improvements to support the intensity of the proposed use.

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

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 2904-K

Allowable Uses: Family Apartment District (A-1)

Transportation: The proposed development has point of access from Avenue T.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Avenue T, *Local Street*	R.O.W. 50 feet, two-lane, undivided, paved	R.O.W. 50 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

5.1 **District 1**

Case 2904-K: Casey Sherwood for Jackie Mize

Request for a zone change from Interstate Highway Commercial District (IHC) to Family Apartment District (A-1) at:

- 408 Avenue T, located south of Marsha Sharp Freeway and west of Avenue T, Overton Addition, Block 34, the south 75 feet of Lots 1-5 less the northwest corner of Lot 5.

PLANNER ASLYN HENRY stated there were six (6) notifications sent out. There has been zero returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT CASEY SHERWOOD 4801 6th Street stated he is under contract to purchase the property with the contingency that the property is rezoned to A-1. He can fit eight (8) units on this property within A-1 zoning regulations.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 2904-K** a motion was made by **TANNER NOBLE** and seconded by **ABEL HERNANDEZ** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

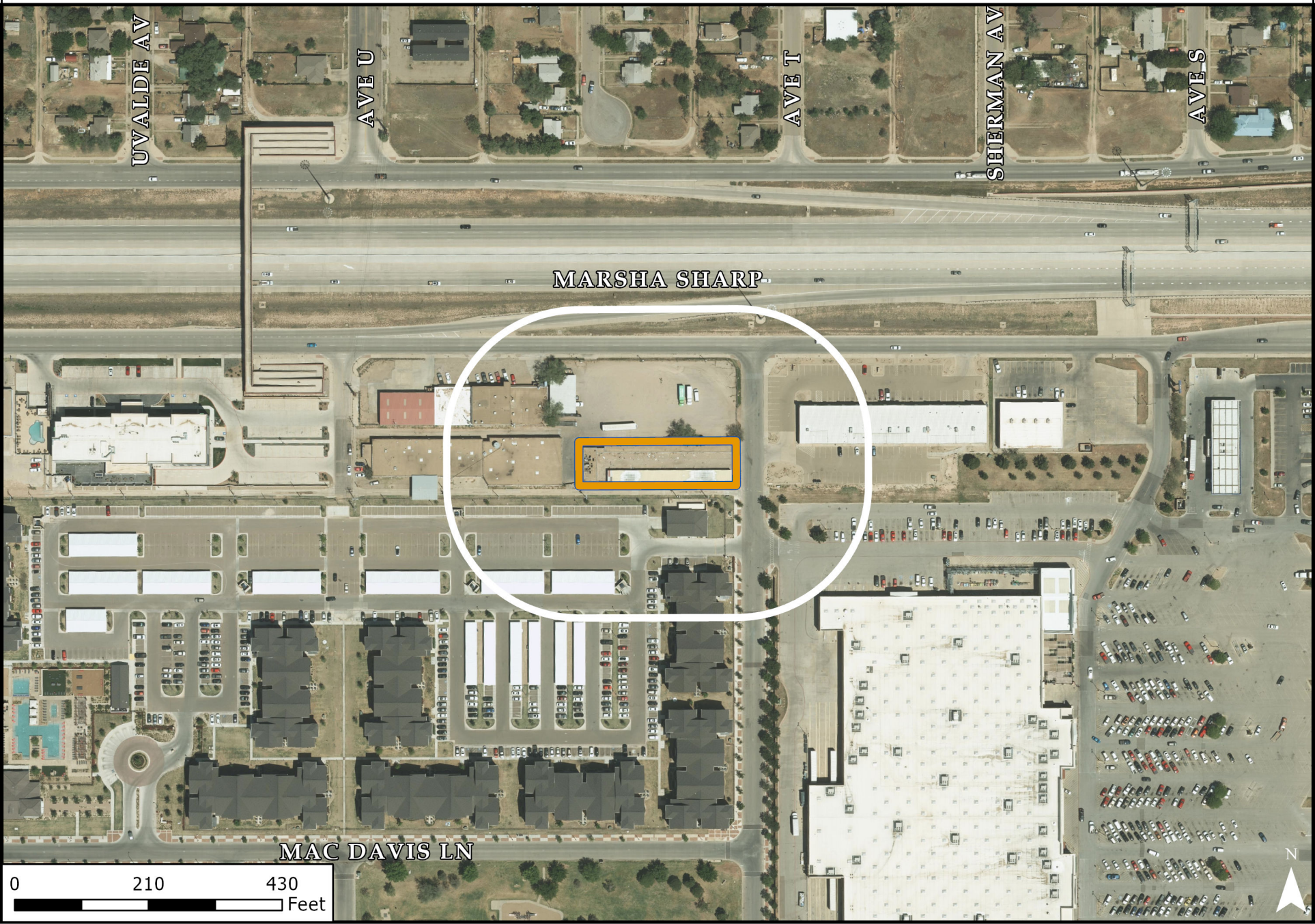
Case Number 2904-K

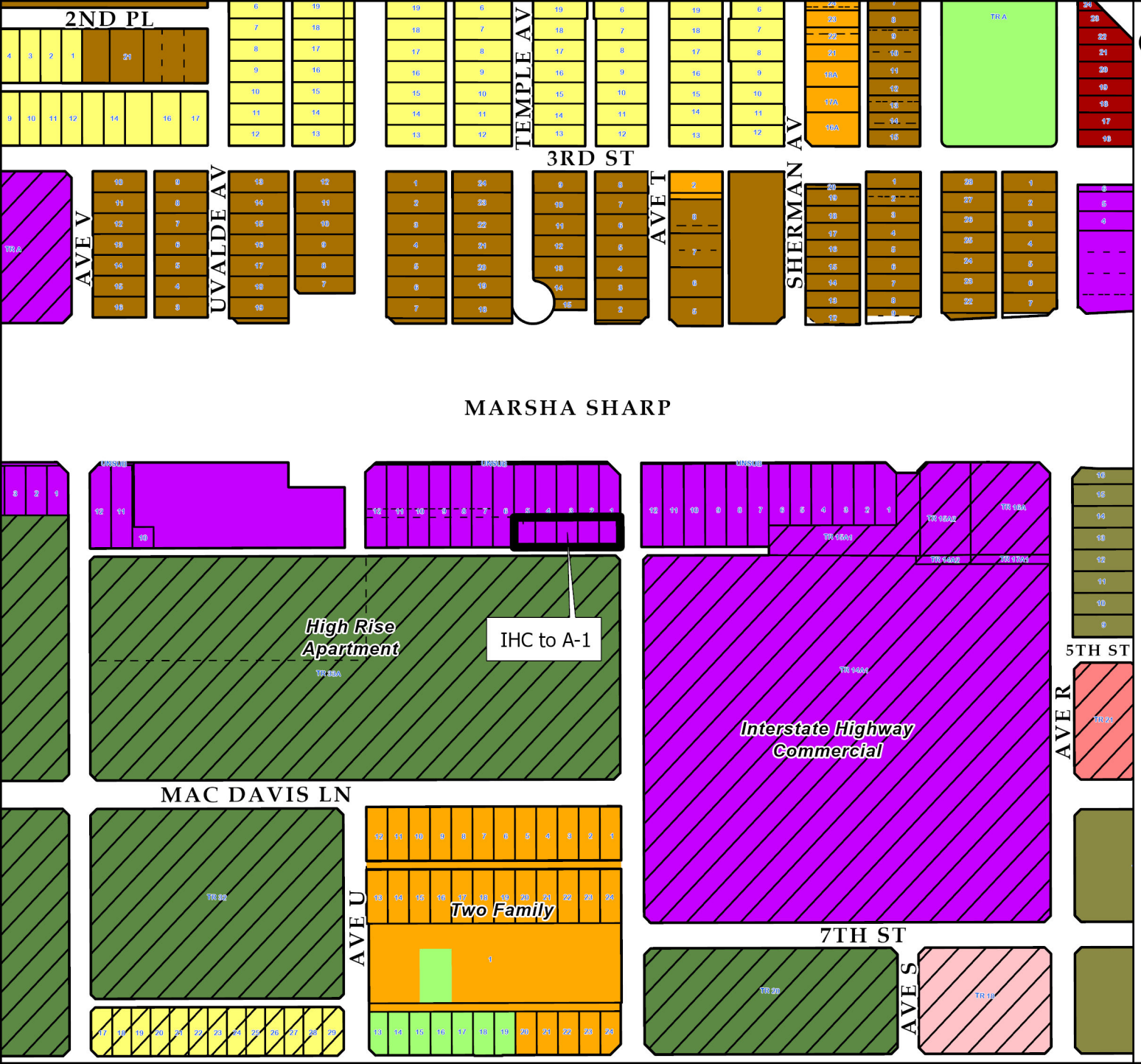
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: April 2022

Case Number 2904-K





Current Zoning

2904-K

Zoning Districts

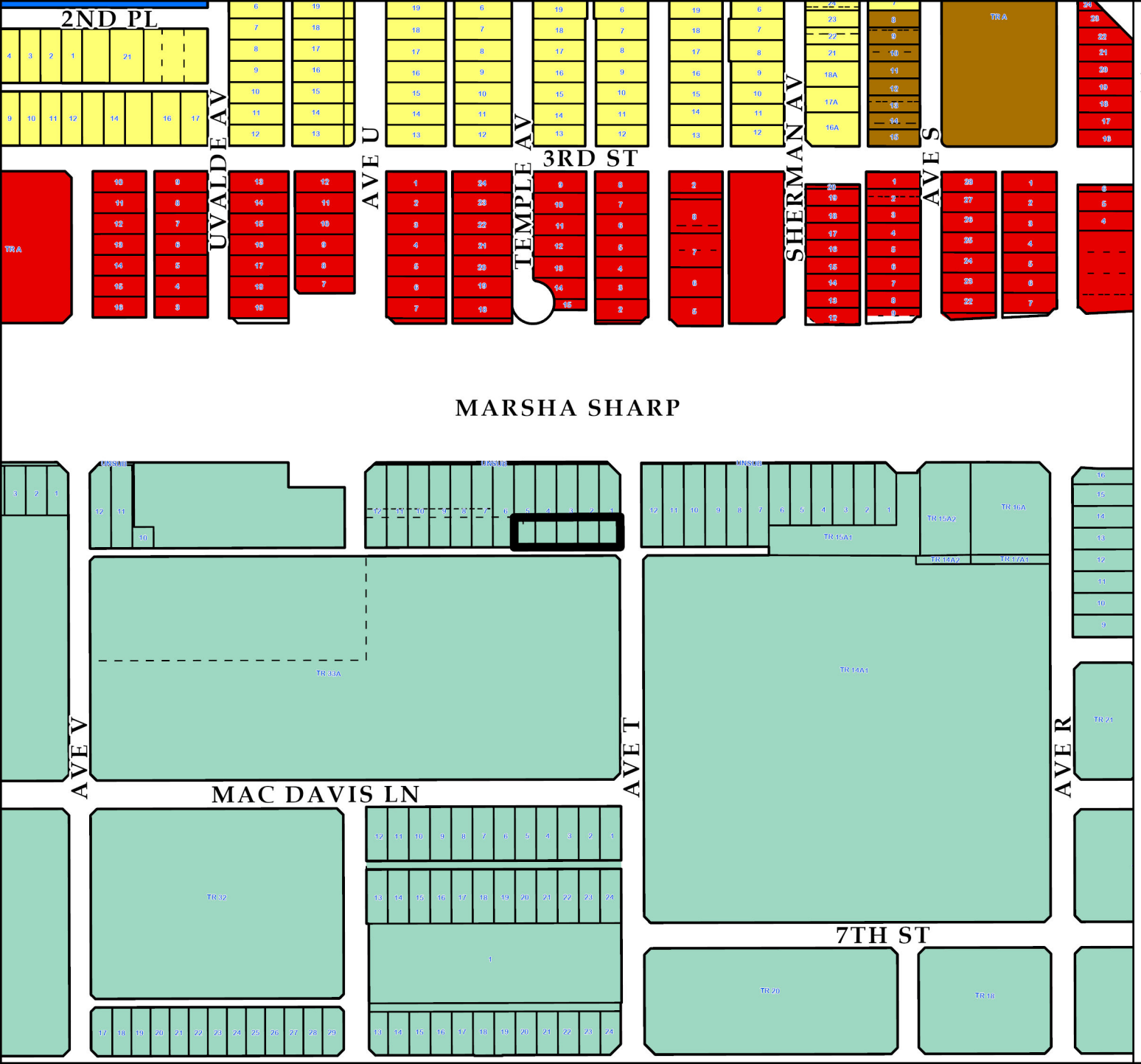
- High Density Apartment
- High Rise Apartment Specific Use
- Local Retail Specific Use
- General Retail Specific Use
- Commercial
- Central Business District 5
- Interstate Highway Commercial
- Interstate Highway Commercial Specific Use
- Single Family
- Single Family Specific Use
- Two Family
- Multi-Family

N

0 190 380 Feet

City of Lubbock TEXAS

Date Exported: May 2022



Future Land Use Plan
Case 2904-K

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

N

0 190 380 Feet

City of Lubbock TEXAS

Date Exported: May 2022

West View—Subject Property.

East View.

South View.

North View.

1" equals 40'

landscape

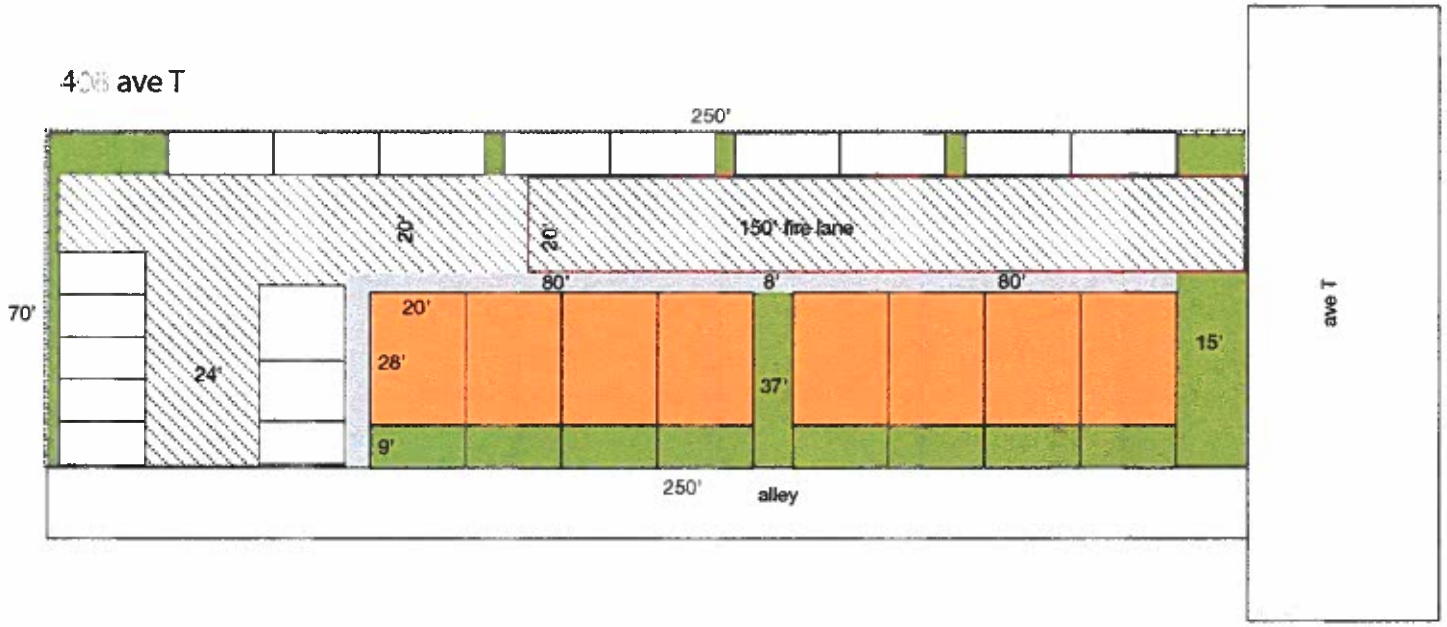
one bedroom dwelling unit

property line

drive lane

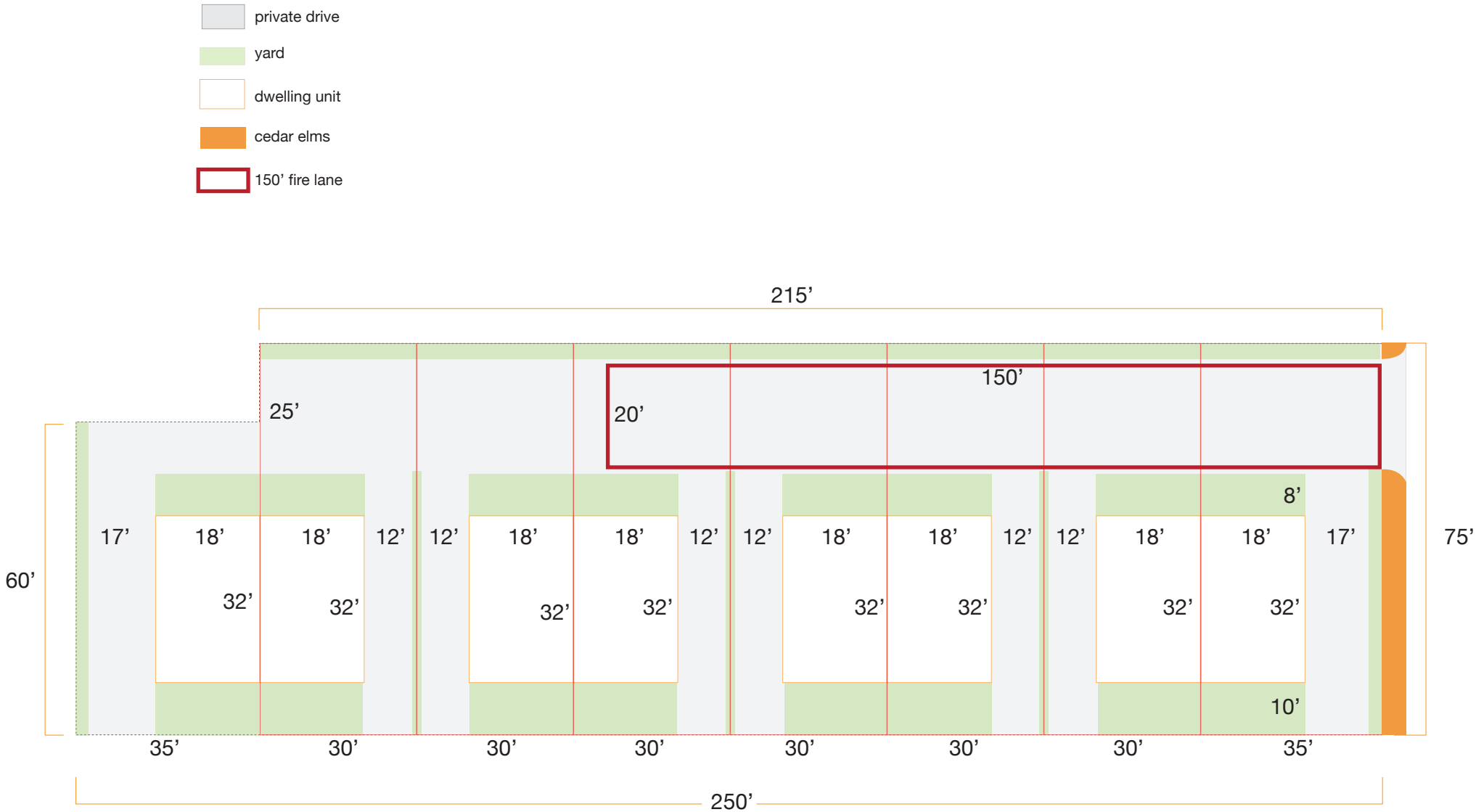
parking space

150' fire lane

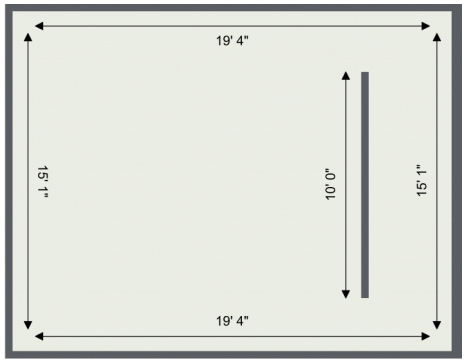


408 AVE T SITE PLAN

DESIGNING CREATING RENOVATING


private drive
yard
dwelling unit
cedar elms
150’ fire lane
215’
150’
25’
20’
8’
17’
18’
18’
12’
12’
18’
18’
12’
12’
18’
18’
12’
12’
18’
18’
17’
75’
60’
32’
32’
32’
32’
32’
32’
32’
32’
10’
35’
30’
30’
30’
30’
30’
30’
35’
250’

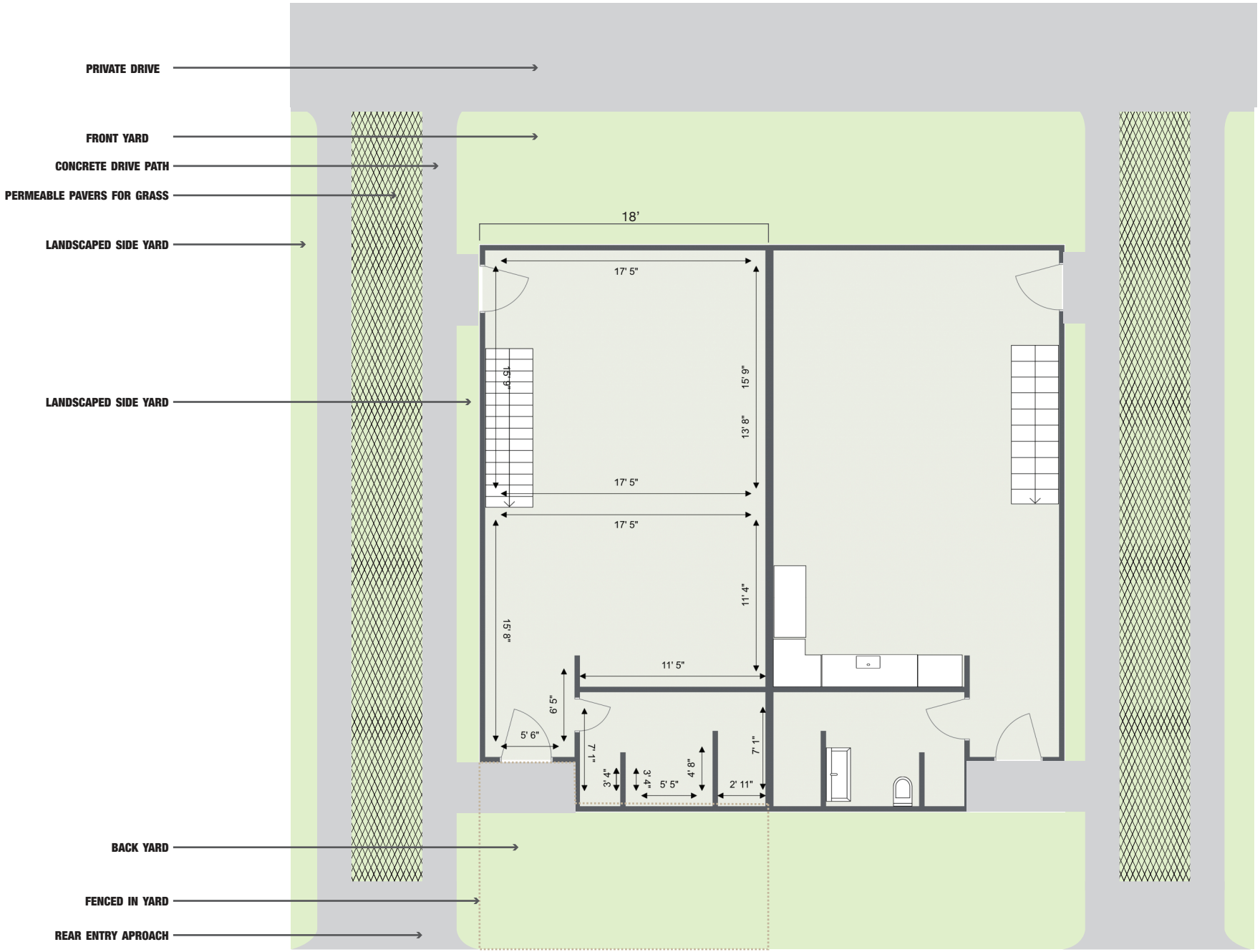
SECOND LEVEL



GROUND LEVEL

408 AVE T FLOOR PLAN 1/8 = 1'0" scale

DESIGNING CREATING RENOVATING


PRIVATE DRIVE
FRONT YARD
CONCRETE DRIVE PATH
PERMEABLE PAVERS FOR GRASS
LANDSCAPED SIDE YARD
LANDSCAPED SIDE YARD
BACK YARD
FENCED IN YARD
REAR ENTRY APROACH
18'
17' 5"
15' 9"
15' 9"
13' 8"
17' 5"
17' 5"
11' 4"
15' 8"
11' 5"
6' 5"
5' 6"
7' 1"
7' 1"
3' 4"
3' 4"
5' 5"
4' 8"
2' 11"

City of Lubbock

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 408 Ave T

Lots/Tracts: Lots 1-5

Subdivision/Abstract:

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: 18,000 sq ft

Existing Land Use: VACANT Existing Zoning: IHC

Requested Zoning: A-1

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name:

Name: Casey Sherwood

Address: 4801 6th St. City: Lubbock State: TX

ZIP Code: 79416 Telephone: 806-543-2385 Email: casey.sherwood@live.com

Applicant's Signature:

Date: 3/30/22 Printed Name: Casey Sherwood

Owner Information

Firm Name:

Owner: JACKIE MIZE

Address: 6615 19th City: Lubbock State: TX

ZIP Code: 79407 Telephone: 806-793-6629 Email: JACKIE@JACKIESAUTOMOTIVE.COM

Property Owner's Signature:

Date: 3-28-22 Printed Name: JACKIE MIZE

Preparer Information

Preparer's Signature:

Date: 3-30-22 Printed Name: Casey Sherwood

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.

Information

Agenda Item

Public Hearing - Planning (District 1): Consider a request for Zone Case 3145-I, a request of Deaco Group for Highwell Real Estate, for a zone change from Central Business District, Civic Center (CB-5) to Commercial District (C-4), at 1711 Marsha Sharp Freeway, Overton Addition, Block 106, Lots 14-15 and the south part of Lot 16, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on May 5, 2022, 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 3145-I
Staff Report 3145-I
Documentation 3145-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. 3145-I; A ZONING CHANGE FROM CB-5 TO C-4 ZONING DISTRICT AT 1711 MARSHA SHARP FREEWAY, OVERTON ADDITION, BLOCK 106, LOTS 14-15 AND THE SOUTH PART OF LOT 16, 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. 3145-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 **CB-5** to **C-4** zoning district at **1711 Marsha Sharp Freeway, Overton Addition, Block 106, Lots 14-15 and the south part of Lot 16,** 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager
Kristen Sager, Interim Director of Planning

APPROVED AS TO FORM:

Kelli Leisure
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3145-I
May 5, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 3145-I
City Council Meeting	May 24, 2022

Applicant Deaco Group

Property Owner Highwell Real Estate

Council District 1

Recommendations
- Staff recommends Approval.

Prior Board or Council Action
- April 21, 1909; Ordinance V1 P12. This property was annexed as part of the original city limits.
- March 13, 1941; Original Zoning Ordinance No. 661. This property was zoned Light Manufacturing District (J).
- March 22, 2001; Ordinance No. 2001-O0017; Zone Case 2904. This property was rezoned from Light Manufacturing District (M-1) (formerly District (J)) to Interstate Highway Commercial District (IHC).
- January 12, 2012; Ordinance No. 2012-O0014; Zone Case 3145-A. This property was rezoned from IHC to Central Business District, Civic Center (CB-5).
- May 5, 2022; Zone Case 3145-I: The Planning and Zoning Commission recommended approval for a zone change from Central Business District, Civic Center (CB-5) to Commercial District (C-4) by a vote of 6-0-0.

Notification Summary
- Notifications Sent: 6
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History
The subject property was annexed in 1909 and a commercial building was developed on the property in 1983.

Adjacent Property Development
The property to the west is zoned IHC and is developed with a restaurant. The properties to the east and south are zoned CB-5 and are developed with restaurants. To the north is Marsha Sharp Freeway.

Zoning Request and Analysis
Item Summary
The subject property is addressed as 1711 Marsha Sharp Freeway, and is located south of Marsha Sharp Freeway and east of Avenue R, Overton Addition, Block 106, Lots 14-15 and south part of Lot 16. The applicant requests a zone change from CB-5 to C-4 for a drive thru coffee restaurant.

Current zoning: **Central Business District, Civic Center (CB-5)**

Requested zoning: **Commercial District (C-4)**

Intent Statements
The intent of the current CB-5 zoning is, "… to provide realistic, modern standards for new development and encourage renewal and revitalization of existing development. The review process hereby established promotes this purpose."

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. Because of the heavy commercial nature of the permitted uses, compatibility with adjacent residential areas should be carefully considered."

Traffic Network/Infrastructure Impacts
The proposed rezoning location will be along Marsha Sharp Freeway and Avenue R. Marsha Sharp Freeway is designated as a Freeway and Avenue R is designated as a Local Street by the Master Thoroughfare Plan, 2018. The primary function of a freeway is to connect local areas to other regions, rather than serve local traffic needs. Local Streets provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

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 Future Land Use Map designates this area for "Mixed Use" land uses. Although the proposed zone change to C-4 is not consistent with this designation, it would conform to the principles of the 2040 Comprehensive Plan and it would be appropriate next to the already established IHC zoning to the west and General Retail District (C-3) to the south.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate for this area.

Suitability of Property for Allowed Uses
The property is suitable for the proposed use and will not need additional public improvements to support the intensity of uses described in C-4 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 documentation

Staff Contacts

Ashley Padilla
Planner
Planning Department
806-775-2107
ashleypadilla@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3145-I

Allowable Uses: Commercial District (C-4)

Transportation: The proposed development has point of access from Marsha Sharp Freeway and Avenue R.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Marsha Sharp Freeway, *Freeway, Completed*	R.O.W. 300 feet, ten-lane, undivided, paved	R.O.W. 300 feet, ten-lane, undivided, paved
Avenue R, Local Street, Completed	R.O.W. 53 feet, two-lane, undivided, paved	R.O.W. 53 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

5.2 **District 1**

Case 3145-I: Deaco Group for Highwell Real Estate

Request for a zone change from Central Business District, Civic Center (CB-5) to Commercial District (C-4), at:

- 1711 Marsha Sharp Freeway, Overton Addition, Block 106, Lots 14-15 and the south part of Lot 16, located south of Marsha Sharp Freeway west of Avenue Q.

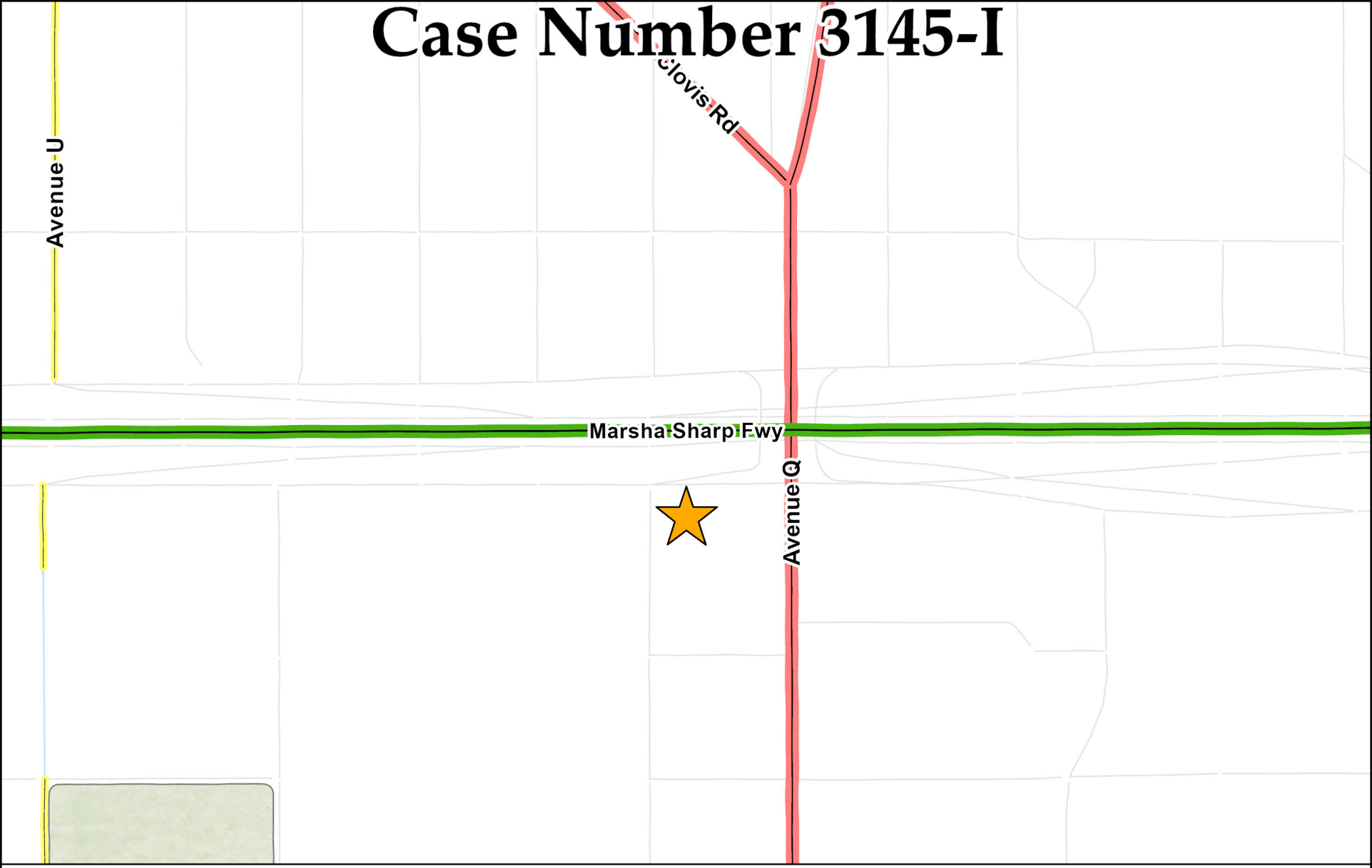
PLANNER ASHLEY PADILLA stated there were six (6) notifications sent out and zero returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT REPRESENTATIVE KENNAN SPURGEON 402 Burl Moore Road, Ennis, TX, stated they are requesting C-4 zoning, because the applicant does not want to provide indoor seating at all.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3145-I** a motion was made by **JAMES BELL** and seconded by **TANNER NOBLE** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

Case Number 3145-I

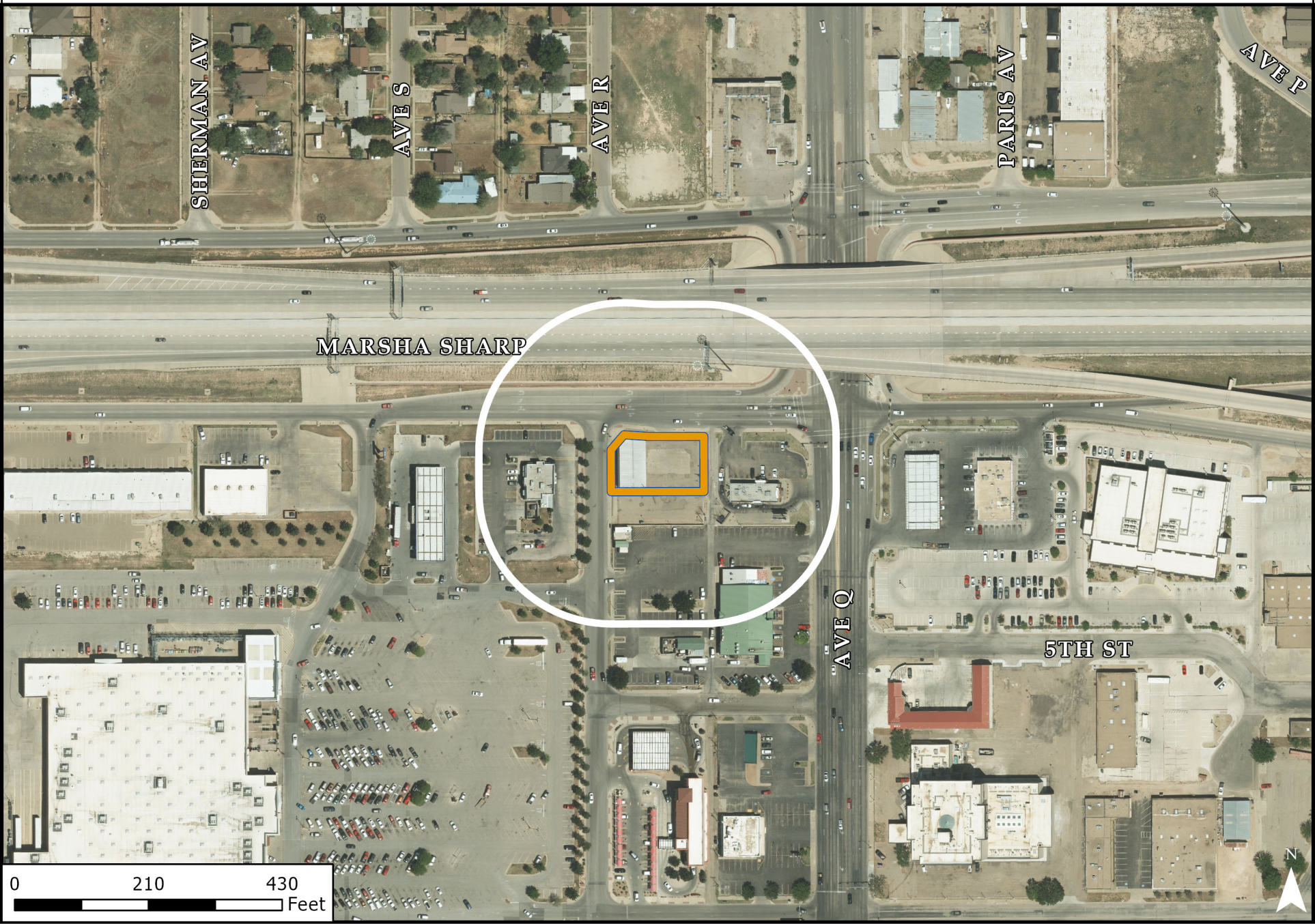


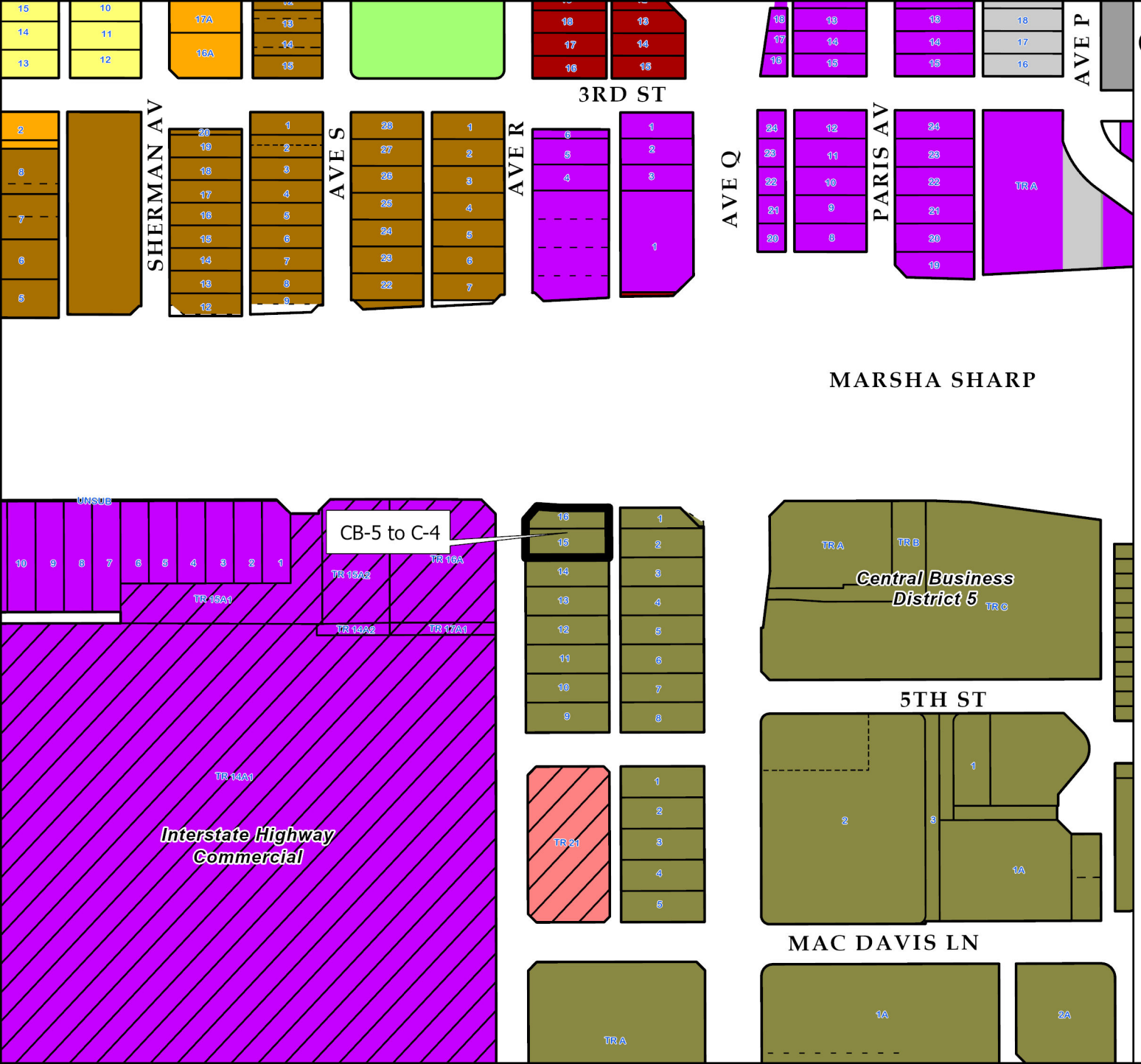
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: April 2022

Case Number 3145-I





Current Zoning

3145-I

Zoning Districts

- High Density Apartment
- General Retail Specific Use
- Commercial
- Central Business District 5
- Interstate Highway Commercial
- Interstate Highway Commercial Specific Use
- Light Manufacturing
- Heavy Manufacturing
- Single Family
- Two Family
- Multi-Family

N

0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: April 2022

Future Land Use Plan
Case 3145-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

N

0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: April 2022

3145-I

Subject property. View to the south.

View to the east.

View to the north.

View to the west.

3 COAT STUCCO FINISH
SW DB LIGHT GRAY

3 COAT STUCCO FINISH
SW DB DARK GRAY

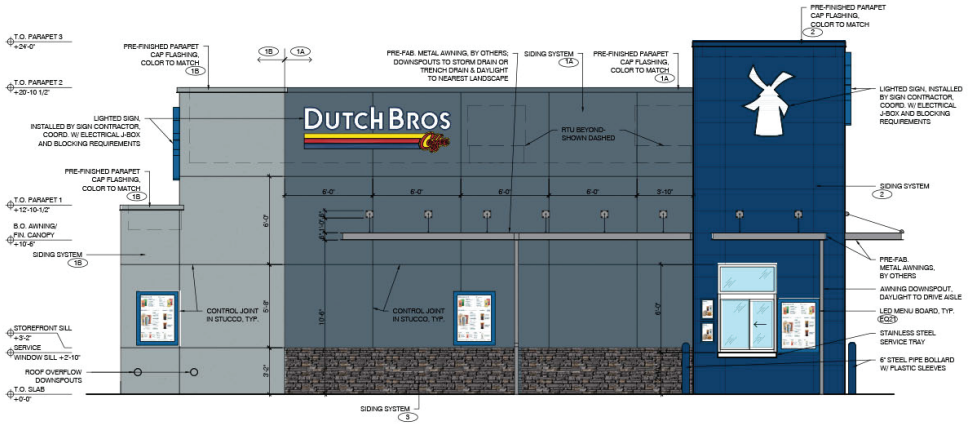
NICHIHA ILLUMINATION SERIES PREFINISHED FIBER CEMENT BOARD- 18" EXPOSURE X 72" LONG PANELS

ELDORADO STONE- CULTURED STONE VENEER- BANFF SPRINGS CLIFFSTONE SERIES

SIDING SCHEDULE - ALTERNATE w/ CANOPY

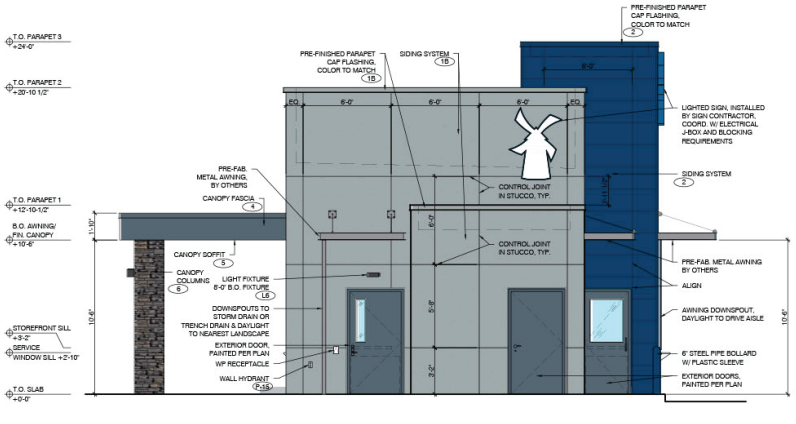
ID TAG	MATERIAL	MANUFACTURER	MODEL	REMARKS
ZONE 1 (BODY)				
1A	STUCCO	-	3-COAT SYSTEM W/ ACRYLIC MEDIUM SAND FINISH, REVEALS AS SHOWN	COLOR: INTEGRAL COLOR W/ STUCCO FINISH W/ SHERWIN-WILLIAMS, BLDG DB DARK GRAY. ALONG W/ INTEGRAL COLOR, CONTRACTOR IS TO PROVIDE 2 ADDITIONAL COATS OF SW EXTERIOR PAINT ON THE BUILDING SURFACE, TYP.
1B	STUCCO	-	3-COAT SYSTEM W/ ACRYLIC MEDIUM SAND FINISH, REVEALS AS SHOWN	COLOR: INTEGRAL COLOR SHERWIN-WILLIAMS, BLDG DB LIGHT GRAY. ALONG W/ INTEGRAL COLOR, CONTRACTOR IS TO PROVIDE 2 ADDITIONAL COATS OF SW EXTERIOR PAINT ON THE BUILDING SURFACE, TYP.
ZONE 2 (TOWER)				
2	FIBER CEMENT SIDING	NICHIHA	ILLUMINATION, AWP 1818 w/ FACTORY OUTSIDE CORNERS	COLOR: BLDG DB BLUE
ZONE 3 (BASE)				
3	STONE VENEER	ELDORADO STONE	CLIFFSTONE, BANFF SPRINGS	COLOR: PER MFR.
	STONE SILL	ELDORADO STONE	SNAPPED EDGE WAINSCOT SILL	COLOR: PEWTER
ZONE 4 (FRAMED CANOPY)				
4	FASCIA	-	METAL FASCIA; FLAT	3 SIDES; COLOR: BLDG DB DARK GRAY
5	SOFFIT	HEWN ELEMENTS	NATURAL NORTHWESTERN SPRUCE	1x8, T&G, 1/8" REVEAL
6	COLUMS	ELDORADO STONE	CLIFFSTONE, BANFF SPRINGS	COLOR: PER MFR.

NOTE: PROVIDE 3"x2" SMOOTH DOWNSPOUTS, AND ALL NECESSARY ADAPTORS, AT AWNING AND CANOPY LOCATIONS; COLOR: BLDG DB DARK GRAY



4 EAST ELEVATION - DRIVE-THRU WINDOW

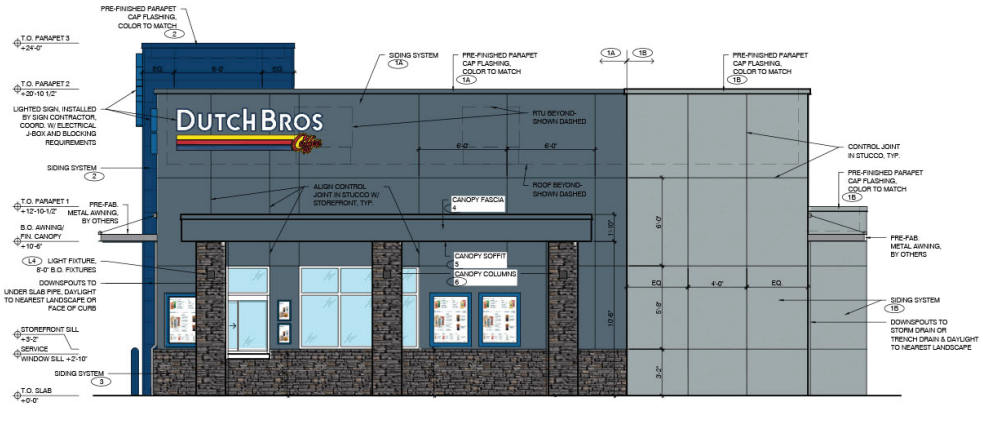
SCALE: 1/4" = 1'-0"



3 SOUTH- REAR ELEVATION

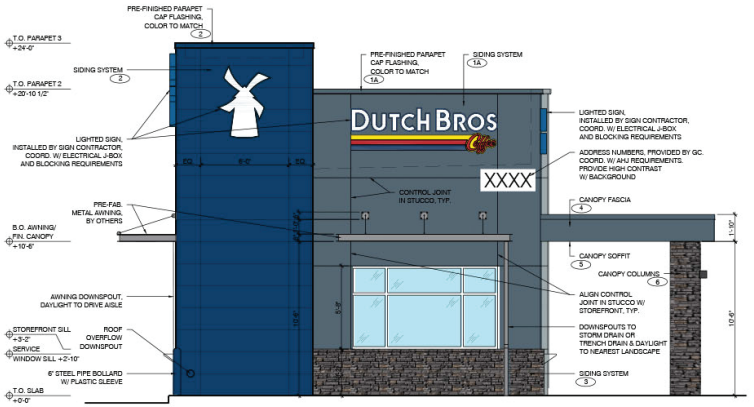
SCALE: 1/4" = 1'-0"

NOTE: ALL STUCCO TO COME WITH INTEGRAL COLOR AS SHOWN IN THE SCHEDULE/ TABLE - REFER TO ELEVATIONS FOR LOCATION. CONTRACTOR TO PROVIDE AN ALTERNATE BID TO ADD AN ADDITIONAL COAT OF EXTERIOR SHERWIN WILLIAMS PAINT FINISH ON ALL STUCCO SURFACES.



2 WEST- WALK-UP WINDOW ELEVATION

SCALE: 1/4" = 1'-0"



1 NORTH- FRONT ELEVATION

SCALE: 1/4" = 1'-0"

DUTCH BROS

CORALIC ARCHITECTURE

ARCHITECT
CORALIC, LLC
EDIN CORALIC
9700 MACKENZIE ROAD, STE. 222
ST. LOUIS, MO 63123
p: 314.578.4963
edin@coralicarchitecture.com

STRUCTURAL ENGINEER
JAMES C. KREHER
JIM KREHER
208 N. MAIN STREET,
COLUMBIA, IL 62236
p: 618.281.8505
jimk@krehereningineering.com

MEP ENGINEER
Case Engineering
DARRELL R. CASE
796 MERUS CT.,
FENTON, MO 63026
T: 636.349.1600 F: 636.349.1730
dcase@caseengineeringinc.com

XX.XX.XX

10.21.2021

Project No: **TX1706**

Dutch Bros Coffee - New Freestanding Store

4442 S. Collins Street, Arlington, Texas 76018
for: Dutch Bros Coffee
110 SW 4th St.
Grants Pass, OR 97526

ISSUED FOR REVIEW:
10.21.2021

REV:	DATE:	DESCRIPTION:

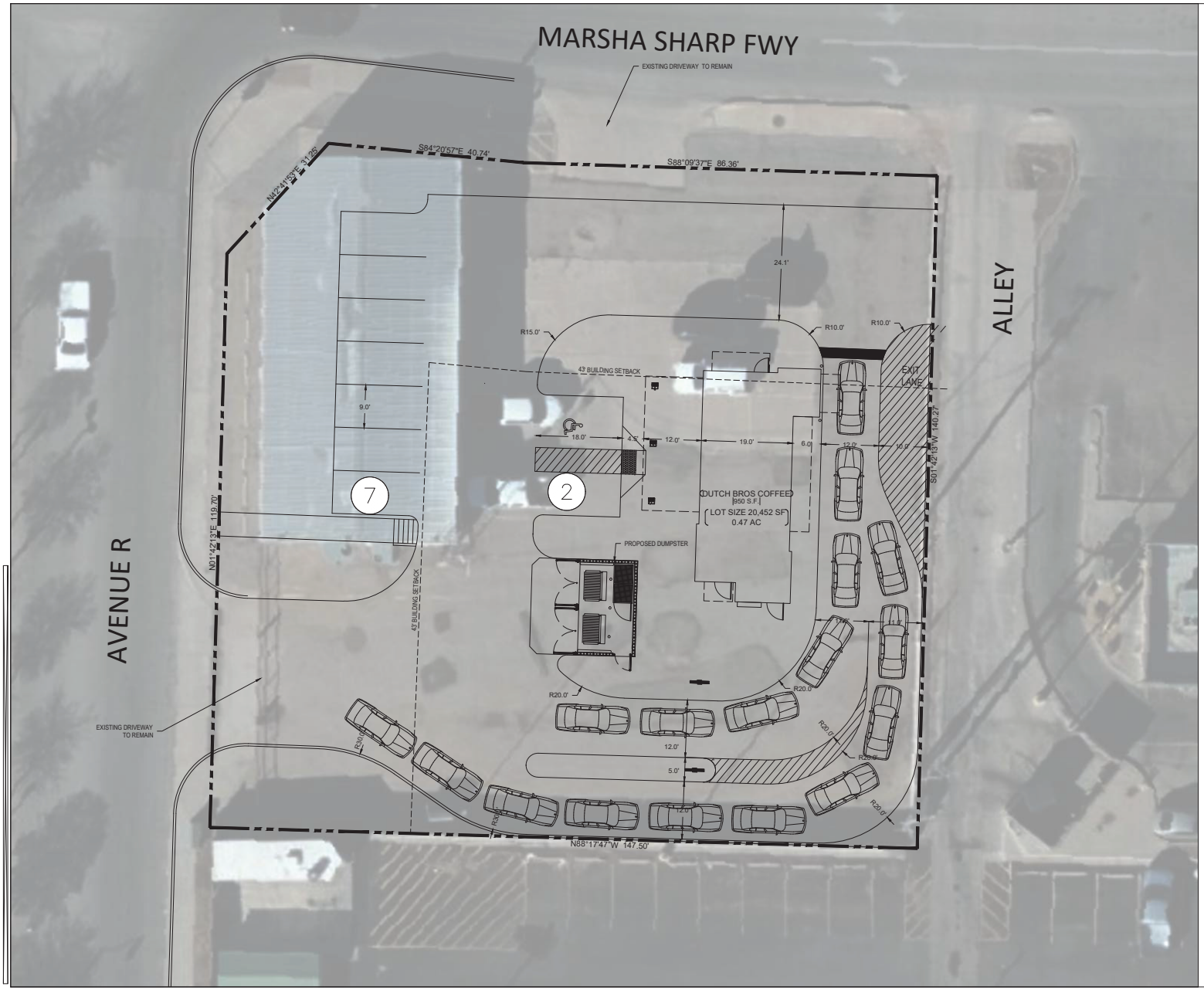
SHEET NAME:

BUILDING ELEVATIONS

SHEET NUMBER:

A6.1

© 2020 DB Franchising USA, LLC



GRAPHIC SCALE

-10 0 10 20

(IN FEET)

1" = 10'

Disclaimer: This site plan is for conceptual design purposes only. It is preliminary in nature and subject to change. It is subject to governmental codes and civil engineering requirements as will be dictated by the governing city or municipality. All dimensions, site boundary and area calculations are approximate. On the ground survey information has not been provided.

REVISIONS		
NO.	DATE:	COMMENTS

© Drawing/PDF copy at 8½X11 (Legal, 8.5 inches wide x 11 in. high) ARCH

Avenue R & Marsha Sharp Freeway
Lubbock, TX

Conceptual Site Plan

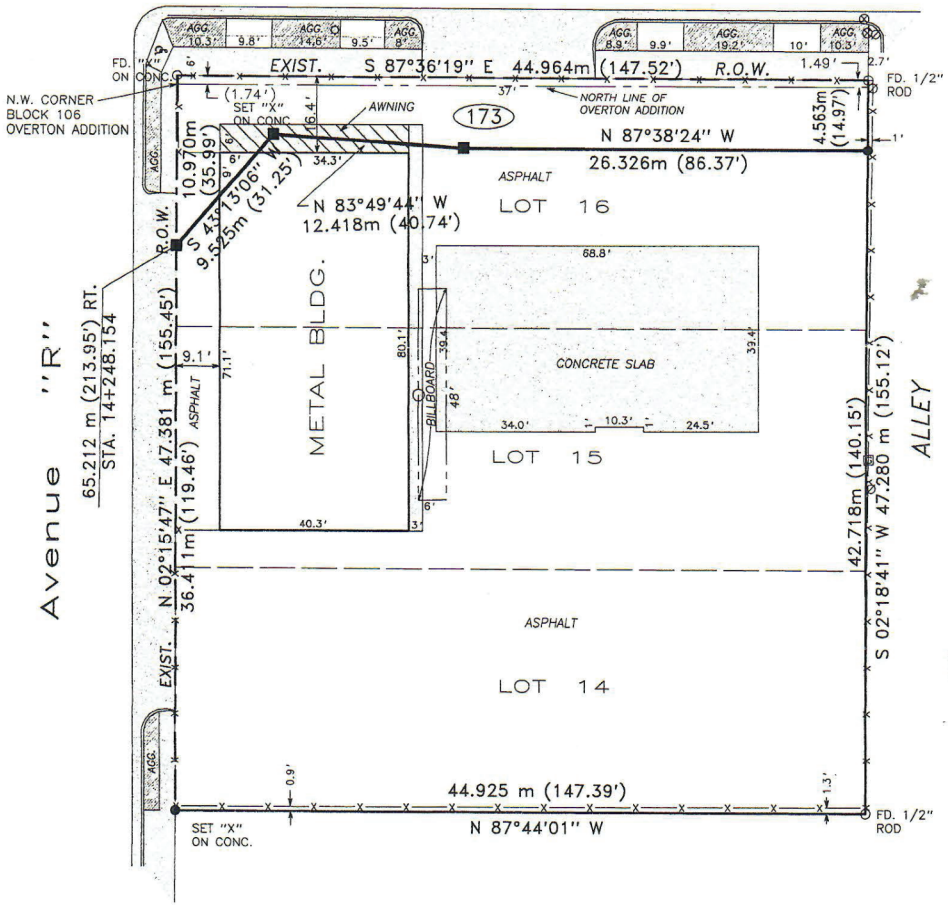
DRAWN BY:	JW
DESIGNED BY:	JW
CHECKED BY:	CW
PROJECT NO.	2021105
DATE:	3/15/2022
SHEET:	1 OF 1

PARCEL No. 173
TOTAL AREA: 2127.12 M2 (22896.1 SQ. FT.)
R.O.W. ACQUISITION: 217.98 M2 (2346.3 SQ. FT.)
REMAINDER: 1909.14 M2 (20549.8 SQ. FT.)

LEGAL DESCRIPTION
ALL OF LOTS 14, 15 AND 16,
BLOCK 106, OVERTON ADDITION
AND A STRIP OF LAND NORTH AND
ADJACENT TO LOT 16, BLOCK 106,
OVERTON ADDITION
VOLUME 6104, PAGE 195

CONTROL OF ACCESS LINE

U. S. 82
(4TH STREET)



REVISED 01-29-99

SCALE = 1:300

PROP. R.O.W.

■ = SET 1/2" ROD W/ CAP
● = SET 1/2" ROD W/ CAP

NOTES:
BASIS OF BEARINGS:
BEARINGS ARE GRID BEARINGS BASED ON INTERSTATE 27 CONTROL POINTS AS ESTABLISHED BY TXDOT FROM LAMBERT GRID SYSTEM, NAD 27, TEXAS NORTH CENTRA ZONE.

ENGLISH UNITS ARE PROVIDED FOR INFORMATION ONLY

STATE OF TEXAS
REGISTERED
GARY D. WILSON
4236
PROFESSIONAL
LAND SURVEYOR

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.

SURVEYED ON THE GROUND MAY, 1996

Gary D. Wilson
REGISTERED PROFESSIONAL LAND SURVEYOR

4-9-99.

DIST. NAME	PLAT OF SURVEY OF PROPERTY OF SUE JOHNSON VOL. 6104, PG. 195	COUNTY
LUBBOCK		LUBBOCK
ACCOUNT NO.		DATE OF SURVI
8005-01-20	CSJ 0380-01-053 U.S. 82	MAY, 1996
ROW ACQUISITION	217.98 M2	(2346.3 SQ.FT.)

FILE: /users/mike/txdot/PAR225/2

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 1711 Marsha Sharp Fwy

Lots/Tracts: All of lots 14,15,and 16 Block 106, Overton Addition

Survey & Abstract: Overton Addition Volume 6104, Page 195

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 0.47

Existing Land Use: Office (to be removed) Existing Zoning: CB-5

Requested Zoning: C-4

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Deaco Group

Name: Larae Tucker

Address: 402 Burl Moore Rd City: Ennis State: TX

ZIP Code: 75119 Telephone: 214-601-5495 Email: larae@deacogroup.com

Applicant's Signature: Larae Tucker

Date: 3/31/22 Printed Name: Larae Tucker

Owner Information

Firm Name: Highwell Real Estate

Owner: Kelly Hampton

Address: 180 State Street City: Southlake State: TX

ZIP Code: 76092 Telephone: 972-333-5090 Email: khampton@highwellrealestate.com

Property Owner's Signature: Kelly Hampton

Date: 3/31/22 Printed Name: Kelly Hampton

Preparer Information

Preparer's Signature: Larae Tucker

Date: 3/31/22 Printed Name: Larae Tucker

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.

Information

Agenda Item

Public Hearing - Planning (District 1): Consider a request for Zone Case 3286-A, a request of Leslie Rhodes for Church on the Rock, for a zone change from High-Density Apartment District (A-2) and Interstate Highway Commercial District (IHC) to Commercial District (C-4) with a Specific Use for prisons, jails, detention facilities, restitution centers, halfway houses for early release programs from prison, or community-based residential centers certified by the Texas Board of Pardons and Paroles, per Section 40.03.3103 (b), at 3003 Avenue J, located east of Avenue J and south of 30th Street, Hufstedler Addition, Block 2, and the west 234 feet of Block 1, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends denial of the request. The Planning and Zoning Commission heard this case on May 5, 2022, 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 3286-A
Staff Report 3286-A
Documentation 3286-A

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. 3286-A; A ZONING CHANGE FROM A-2 AND IHI TO C-4 SPECIFIC USE FOR PRISONS, JAILS, DETENTION FACILITIES, RESTITUTION CENTERS, HALFWAY HOUSES FOR EARLY RELEASE PROGRAMS FROM PRISON, OR COMMUNITY-BASED RESIDENTIAL CENTERS CERTIFIED BY THE TEXAS BOARD OF PARDONS AND PAROLES, AT 3003 AVENUE J, LOCATED EAST OF AVENUE J AND SOUTH OF 30TH STREET, HUFSTEDLER ADDITION, BLOCK 2, THE WEST 234 FEET OF BLOCK 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. 3286-A

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 **A-2 and IHI** to **C-4 Specific Use** for **prisons, jails, detention facilities, restitution centers, halfway houses for early release programs from prison, or community-based residential centers**

certified by the Texas Board of Pardons and Paroles, zoning district at 3003 Avenue J, located east of Avenue J and south of 30th Street, Hufstedler Addition, Block 2, the west 234 feet of Block 1, 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 **A-2 and IHI** 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 **3003 Avenue J, located east of Avenue J and south of 30th Street, Hufstedler Addition, Block 2, the west 234 feet of Block 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Interim Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC3286-A
May 5, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 3286-A
City Council Meeting	May 24, 2022

Applicant Leslie Rhodes

Property Owner Church on the Rock

Council District 1

Recommendations

- Staff recommends DENIAL of this request.

Prior Board or Council Action

- April 21, 1909: Ordinance V1 P12. This property was annexed as part of the original city limits.
- March 13, 1941: Original Zoning Ordinance No. 661. This property was zoned Industrial District (J).
- May 22, 1952: Ordinance No. 1217; Zone Case 350. A portion of this property was rezoned from Industrial District (J) to Light Manufacturing District (J)
- April 6, 1955: Ordinance No. 1695; This property was rezoned from Industrial District (J) to Commercial District (C-4).
- August 14, 1986: Ordinance No. 8947; Zone Case 2565. This property was rezoned from Commercial District (C-4) to Interstate Highway Commercial District (IHC).
- June 9, 2016: Ordinance No. 2016-O0092; Zone Case 3286. A portion of this property was rezoned from Interstate Highway Commercial District (IHC) to High-Density Apartment District (A-2).
- May 5, 2022: The Planning and Zoning Commission recommended approval of a zone change from High Density Apartment District (A-2) and Interstate Highway Commercial District (IHC) to Commercial District (C-4) with a Specific Use for prisons, jails, detention facilities, restitution centers, halfway houses for early release programs from prison, or community based residential centers certified by the Texas Board of Pardons and Paroles with a vote of 6-0-0.

Notification Summary

- Notifications Sent: 15
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History

This site is currently developed with The New Legacy Home for Women which was built in 2016.

Adjacent Property Development

Properties to the north are developed with a mixture of industrial uses. To the east is Interstate 27, to the west is a church, and to the south there is a mixture of single-family homes and industrial uses. All of the surrounding properties are zoned IHC.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 3003 Avenue J, located east of Avenue J and south of 30th Street. The applicant requests a zone change from High Density Apartment District (A-2) and Interstate Highway Commercial District (IHC) to Commercial District (C-4) with a Specific Use for prisons, jails, detention facilities, restitution centers, halfway houses for early release programs from prison, or community based residential centers certified by the Texas Board of Pardons and Paroles. The applicant would continue the current use of the New Legacy

home for women which is a structured, 15 month residential program that is meant to give its residents the tools to lead better lives. The applicant wants to be able to house more than one resident on parole which would require the requested specific use.

Current zoning: **High Density Apartment District (A-2) & Interstate Highway Commercial (IHC)**

Requested zoning: **Commercial District (C-4) with a Specific Use for prisons, jails, detention facilities, restitution centers, halfway houses for early release programs from prison, or community based residential centers certified by the Texas Board of Pardons and Paroles**

Intent Statements
The intent of the current 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."

The intent of the current 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."

The intent of the requested 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 requested 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."

Traffic Network/Infrastructure Impacts
The proposed zone change location is along Texas Avenue, which is designated as a Collector, as well as Avenue J, 30th Street, and 31st Street, which are designated as Local Streets by the Master Thoroughfare Plan, 2018. Collectors are designed for medium volumes of vehicles operating at lower speeds. Local Streets provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property
The proposed specific use is not compatible with the surrounding area as there are single-family homes immediately adjacent to the subject property. These homes are zoned Interstate Highway Commercial District (IHC) and are non-conforming. Many of these homes were built between the 1930's and 1950's. It is important to consider how all of the uses allowed by the requested specific use would fit into the area.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates the subject property for Commercial land uses. This zone change would bring the property into conformance with the Future Land Use Plan. The request is in conformance.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. However, not all of the requested Specific Uses would be appropriate in this location due to the proximity to residential uses.

Suitability of Property for Allowed Uses
The property may not be suitable for all of the uses allowed in the requested Specific Use due to the proximity to residential uses.

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 3286-A

Allowable Uses: Commercial District (C-4)

Specific Use District

Transportation: The proposed development has a point of access from Avenue J, 30th Street, 31st Street, and Texas Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Avenue J *Local Street, Completed*	R.O.W. 50 feet, two-lane, undivided, paved.	R.O.W. 50 feet, two-lane, undivided, paved.
30th Street, *Local Street, Completed*	R.O.W. 60 feet, two-lane, undivided, paved.	R.O.W. 60 feet, two-lane, undivided, paved.
31st Street, *Local Street, Completed*	R.O.W. 50 feet, two-lane, undivided, paved.	R.O.W. 50 feet, two-lane, undivided, paved.
Texas Avenue *Collector Street, Completed*	R.O.W. 30 feet, one-lane, paved.	R.O.W. 30 feet, one lane, 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 **District 1**

Case 3286-A: Leslie Rhodes for Church on the Rock

Request for a zone change from High-Density Apartment District (A-2) and Interstate Highway Commercial District (IHC) to Commercial District (C-4) with a Specific Use for prisons, jails, detention facilities, restitution centers, halfway houses for early release programs from prison, or community-based residential centers certified by the Texas Board of Pardons and Paroles, per Section 40.03.3103 (b), at:

- 3003 Avenue J, located east of Avenue J and south of 30th Street, Hufstedler Addition, Block 2, the west 234 feet of Block 1.

PLANNER BAILEY SHILLINGS stated there were fifteen (15) notifications sent out. There has been one (1) returned in favor. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends denial of this request.

BOARD MEMBER TANNER NOBLE asked if all of the specific uses listed had to be allowed, if the request was approved. Staff advised that was correct.

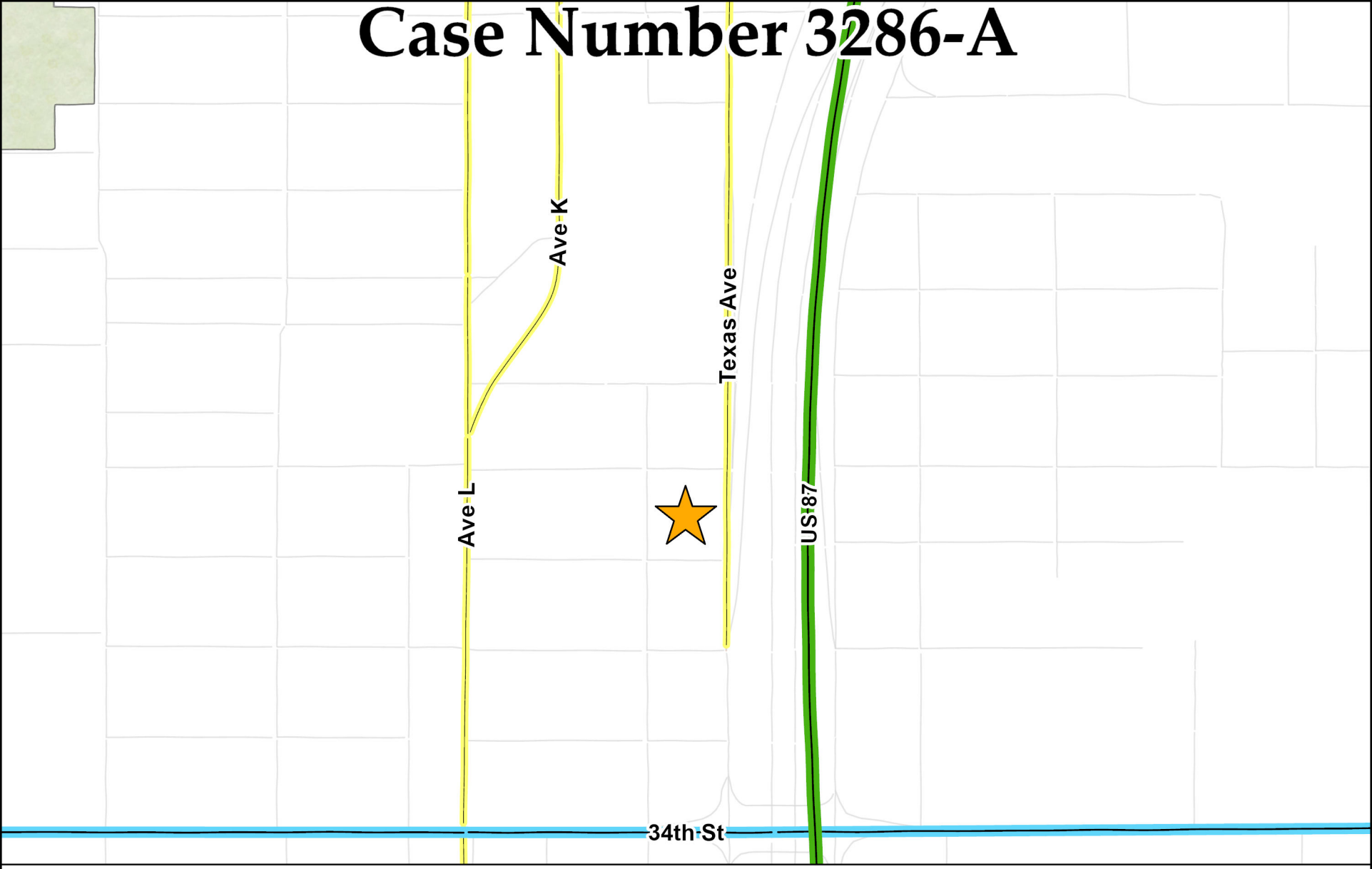
CHAIR SAWYER asked staff if the case could be approved and revisited in a year when the UDC is approved. **ASSISTANT CITY ATTORNEY KELLI LEISURE** advised a zoning decision is permanent until another zone case is applied for, so a review period could not be added.

APPLICANT LESLIE RHODES 10807 Richmond Avenue, stated she is a member on the advisory board for the New Legacy Home for Women. It is a 15-month rehabilitation program and the request is not for a halfway house. The program is selective and intensive. All funding is community based with no federal funding and recipients must be local. Although the current city code is broad, the only change is to allow more than one parolee.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3286-A** a motion was made by **ABEL HERNANDEZ** and seconded by **BRANDON HARDAWAY** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

Case Number 3286-A



Collector
- Completed
- Partial
- Future

Minor Arterial
- Completed
- Partial
- Future

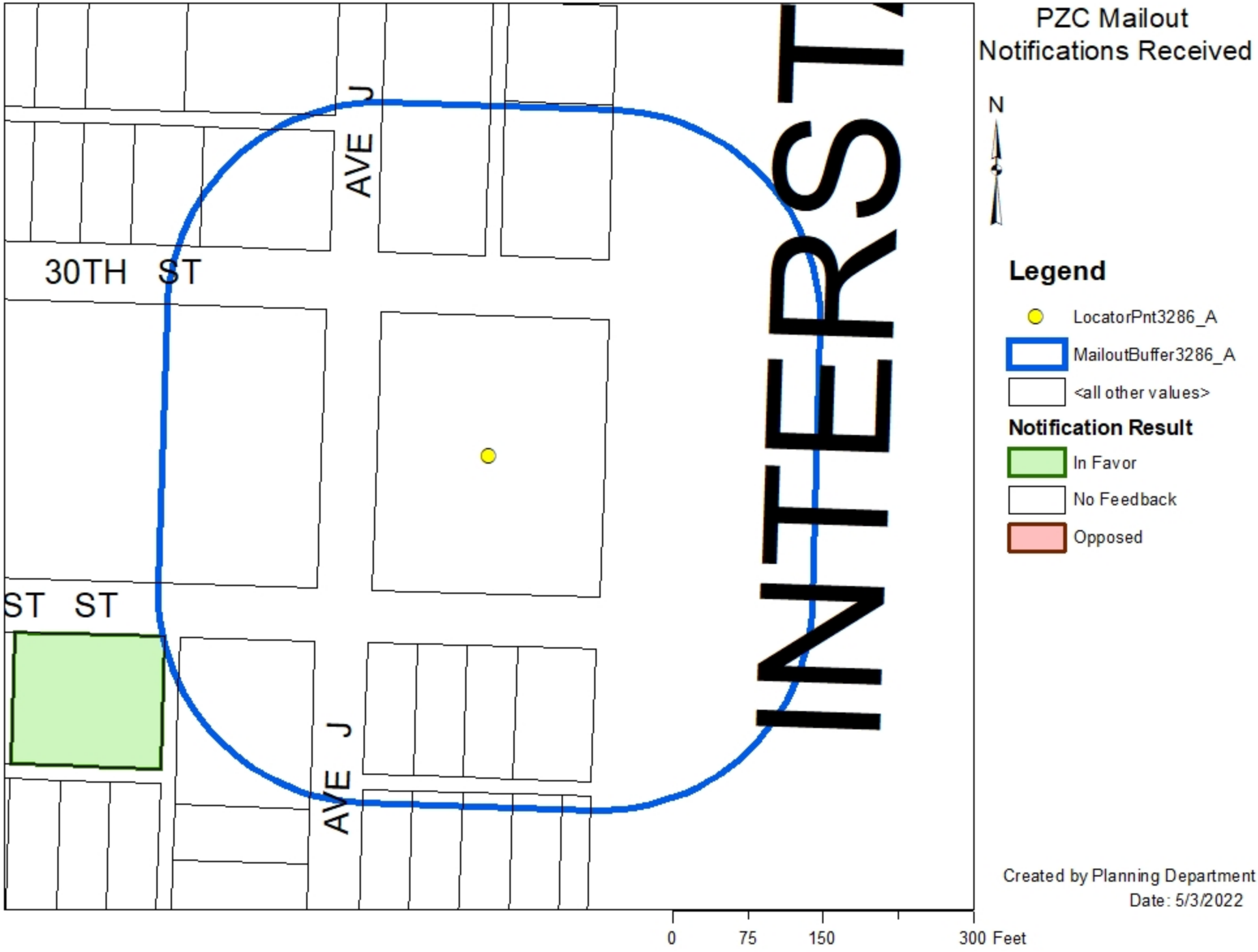
Modified Arterial
- Partial
- Future

Principal Arterial
- Completed
- Partial
- Future

Freeway
- Completed
- Partial
- Proposed Outer Loop

N
W E
S

Date Exported: January 2022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Notifications Received
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Legend
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Notification Result
In Favor
No Feedback
Opposed
30TH ST
AVE J
ST ST
AVE J
INTERST
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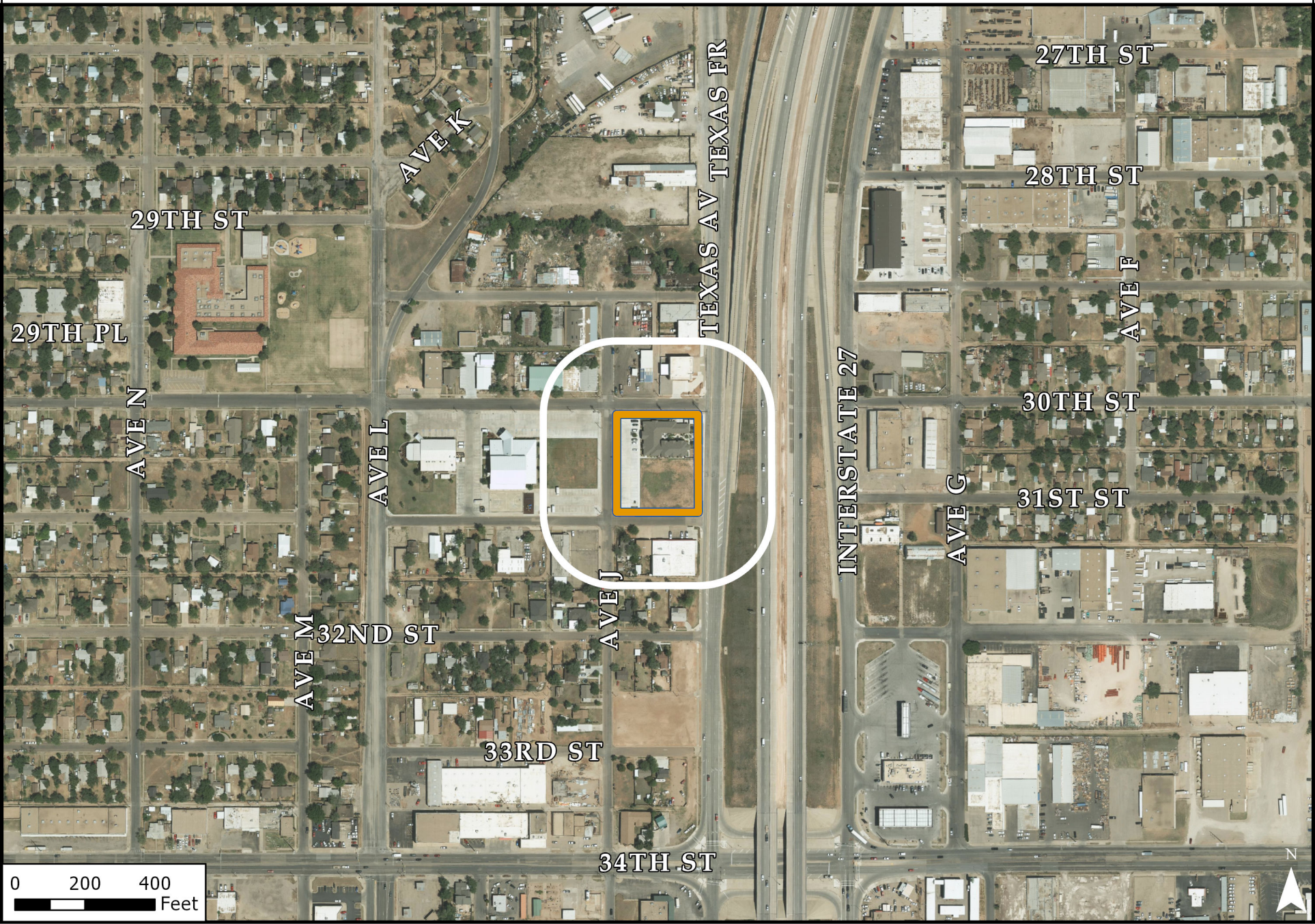
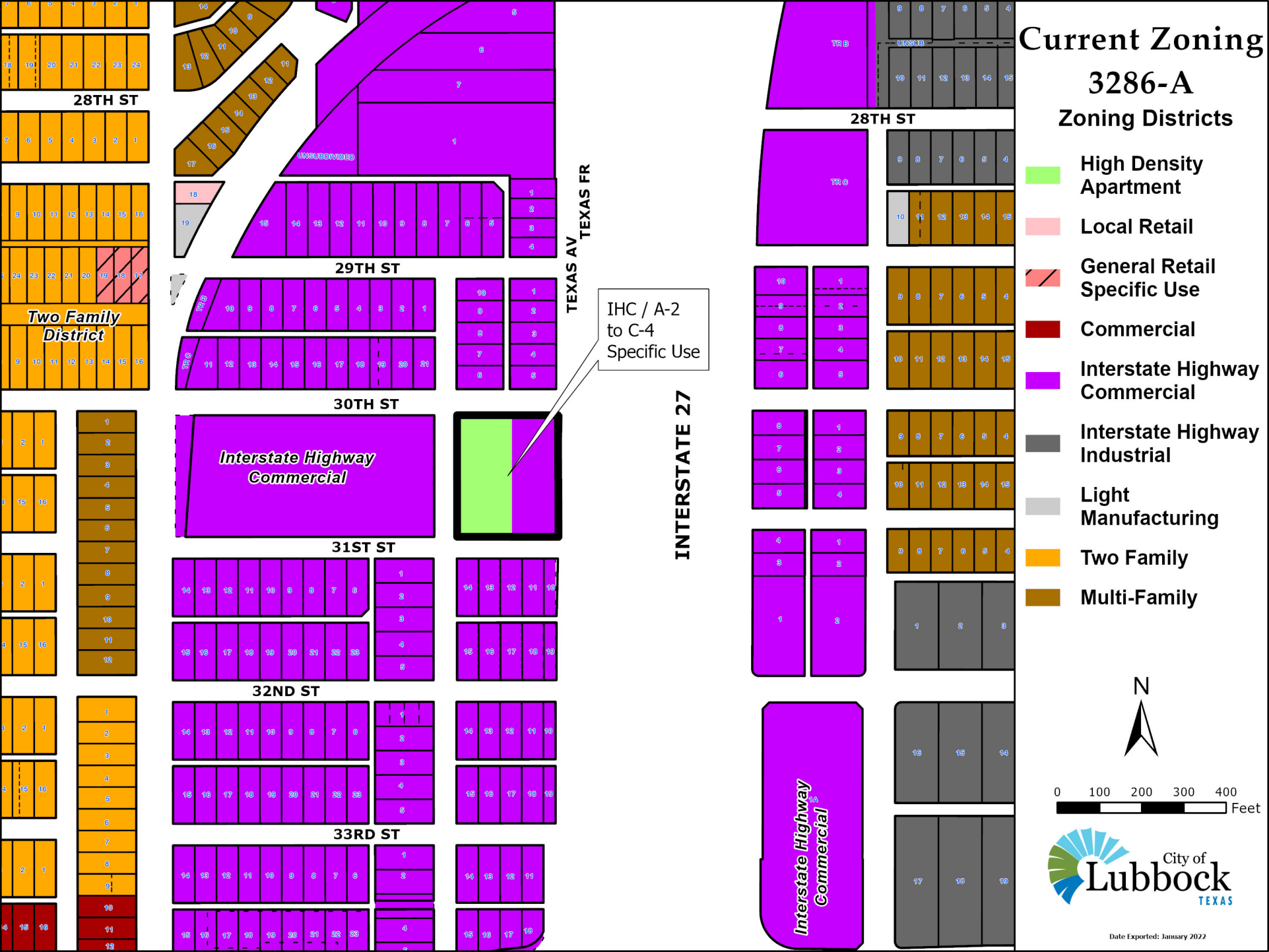
75
150
300 Feet
Created by Planning Department
Date: 5/3/2022

Case Number 3286-A




28TH ST
29TH ST
30TH ST
31ST ST
32ND ST
33RD ST
TEXAS AV
TEXAS FR
INTERSTATE 27
UNSUBDIVIDED
TR B
TR C
Two Family District
Interstate Highway Commercial
IHC / A-2 to C-4 Specific Use
Current Zoning
3286-A
Zoning Districts
High Density Apartment
Local Retail
General Retail Specific Use
Commercial
Interstate Highway Commercial
Interstate Highway Industrial
Light Manufacturing
Two Family
Multi-Family
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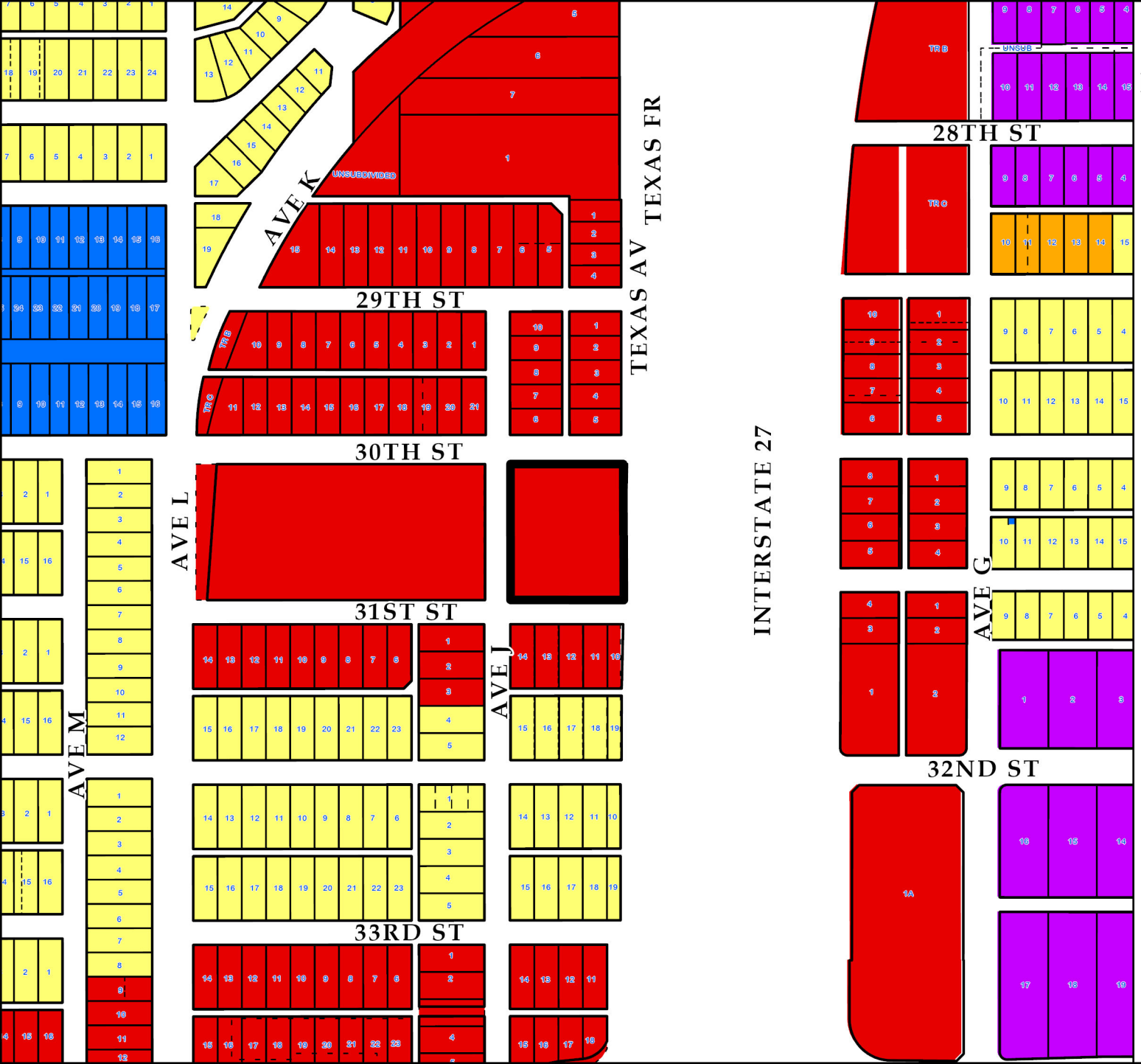
Feet
City of Lubbock TEXAS
Date Exported: January 2022



Future Land Use Plan
Case 3286-A

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

N

0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: January 2022

3286-A

View North

View East, Subject Property

View South

View West

City of Lubbock TEXAS

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 3003 Ave J Lubbock TX 79412

Lots/Tracts: West 234' of Blk 1 E.K. Hufstedler Subdivision

Survey & Abstract:

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request:

Existing Land Use: Residential Ministry Existing Zoning: IHC | A2

Requested Zoning: C4 with Specific Use for Community based Residential Centers certified by the Texas Board of Pardons and Paroles

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name:

Name: Leslie Rhodes

Address: 10307 Richmond Ave City: Lubbock State:

ZIP Code: 79424 Telephone: 806-438-2299 Email: rhodesnotary@gmail.com

Applicant's Signature: Leslie Rhodes

Date: 12/30/2021 Printed Name: Leslie Rhodes

Owner Information

Firm Name: Church on the Rock

Owner: Church on the Rock

Address: 10503 Slide Rd City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-798-7990 Email: paige@cotrpeople.com

Property Owner's Signature:

Date: 12/30/2021 Printed Name: Paige Allen

Preparer Information

Preparer's Signature: Leslie Rhodes

Date: 12/30/2021 Printed Name: Leslie Rhodes

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.

EDUCATION:

The following classes will follow the LISD calendar for holidays or inclement weather.

Pearson VUE Authorized Test Center - Lubbock Dream Center joins the Pearson VUE Network to offer accessible and secure GED Certification Testing. Please visit GED.com to view available dates for testing at our location. Please stay updated as we will continue to add more accessible and secure certification testing to our site. For more information visit GED.com, call the Lubbock Dream Center or email trenteria@cotrlubbock.com

GED^R test preparation classes – we partner with Literacy Lubbock to provide high school equivalency test prep. To sign up for a class, call Literacy Lubbock (806) 775-3636. Classes are offered by appointment.

ESL classes – we offer English as a Second Language classes through Literacy Lubbock. Languages include Spanish, Mandarin, German, and many others. Classes are offered by appointment. Contact Literacy Lubbock at (806)775-3636

COMMUNITY OUTREACH:

Adopt A Block – serves our surrounding neighborhoods through service projects, trash pick-up and prayer. A perfect opportunity for church groups, families and individuals as well.

- Saturdays 10:00am – 11:30am

Action Family Food Outreach – with the help of food donations and partnerships throughout our city, The Dream Center strives to make individuals feel safe, welcome, and valued each time they come for food. To find out how to donate food items please contact our office.

- Food Pantry: Saturdays 8:00 am – 9:00 am

U Apparel Clothing Closet – open to the public three times a week. We offer clothing for men, women, and children in all sizes. Volunteers are also welcomed to come and be a part of this amazing ministry!

Clothing Donations: Mon-Wed 12:00pm to 4:00pm

Clothes Closet Hours: Women: Mon 12:00pm to 3:00pm, Men and Women Tues & Wed 10:00am to 1:00pm.

For information email Maria Suniga at msuniga@cotrlubbock.com or call our office.

Benevolence – By appointment only, not a guarantee of assistance. Cynthia Botello will meet with individuals on a case-by-case basis, and oversees all benevolence, (food, utility assistance etc.) Call our office for questions regarding qualifications. We do not aid with rent/mortgage or hotel stays.

Celebrate Recovery – If you are walking towards wholeness from the inside out, join us every week for a biblical and balanced program that helps overcome hurts, hang-ups and habits. For more information email info@lubbockdreamcenter.org or call our office. Friday 6:30pm

A Cut from Above –Haircuts and styling available by appointment, walk-ins are welcome if time permits. Licensed technicians donate their time and services free of charge to those in need. To schedule an appointment, call the Lubbock Dream Center. Monday 12:00pm – 3:00pm

Meals on Wheels – we provide weekend meal assistance for MOW clients. Donations of single-serve items are accepted Monday – Wednesday, 10:00am-4:00pm. To donate, or volunteer email info@lubbockdreamcenter.org.

MINISTRIES:

Bloom –A place where women of all ages can gather, grow and go! We do this through classes that offer discipleship and mentoring specifically designed for women. Childcare is provided! For more about our schedule, or more information email dream@cotrlubbock.com Wednesdays 6:30pm **(break for the summer)**

Ignite –This group meets and through motivated discipleship, men are encouraged to face all issues of life and through spiritual growth they set out to IGNITE their areas of influence! For more about our schedule, or for more information email dream@cotrlubbock.com Wednesdays 6:30pm **(break for the summer)**

Deeper- 1st Wednesday of each month 7:00pm (**there will be no Bloom & Ignite on this day**) Please join us at the South Campus as we come together for worship.

Weekend COTR Church Services – as a campus of Church on the Rock, we offer three weekend church services. Each service includes praise and worship; a bible based motivated word of encouragement and prayer.

-Sundays 9:30am, 11:15am

Lubbock Dream Center, 1111 30th Street Lubbock, TX. 79411 (806) 793-3336

INFORMATION ABOUT THE NEW LEGACY HOME PROGRAM:

The New Legacy home for women has 12 bedrooms, is a safe, free-of-charge, non-government funded, fifteen-month residential program. The New Legacy home is available to women ages 21 and over from all socio-economic backgrounds. Admission is a lengthy three-step process: Referral, Application, Interview. The New Legacy Home serves women exiting the criminal justice system who desire a positive change in their lives, women that need to move out of habits caused by drug and alcohol use, or issues of anger, failure, rejection and doubt. The New Legacy home exists to help women that clearly have a strong desire to change their lives and are willing to commit fifteen months of working towards that goal in a very structured environment.

The New Legacy Home for Women is a regulated program divided into three different phases culminating with a graduation ceremony. The New Legacy Home is designed to offer women the best possible environment to write a new life story by providing necessary tools to live healthy, independent, productive lives that will leave a positive impact on our families, future generations, and the Lubbock Community. The New Legacy Home success rate is 80%.

Genesis Phase (3 Months)

The Genesis Phase is the induction time where the focus is on teaching women their value and worth and how to manage finances. Women attend Group Counseling, One-on-One Counseling, Financial Coaching, Celebrate Recovery, Bible Studies, Church, Physical Fitness, Parenting Classes, and volunteer. Basic life skills are modeled and taught during the entire program. The residents are not allowed to leave the home without being with staff. The residents will not be employed outside the home in this three-month phase. The women receive a bi-weekly stipend of $50 beginning the 3rd week of residing at the New Legacy Home and ending when they have resided in the home for 3 months. This stipend is used as an instrument for the Financial Coach and the resident to develop a personalized debt reduction, savings, and spending plan. Residents can be held in this stage if they are not meeting all the requirements of the home. Different levels of visitation as allowed by Children's Protective Services or guardians will be encouraged.

Proverbs Phase (6 Months)

The Proverbs Phase is the time in which the women will learn to live a daily life free of destructive patterns, learning general wisdom, and truth for practical living. They will learn the benefits of order and structure, as well as doing everything with excellence. The women attend One-on-One Counseling, Group Counseling, Financial Coaching, Celebrate Recovery, Bible Studies, Church, Physical Fitness, Parenting Classes, and volunteer as their schedule allows. It is during this six-month phase that the residents will be employed part-time outside of the home, learning to balance study, work, and personal time. New Legacy Staff will find the job for the residents in a safe environment with one of the many NLH business partners. They will no longer receive the $50 bi-weekly stipend but will use their earnings to work on their personalized debt reduction, savings, and spending plan. Residents can be held in this stage if they are not meeting all the requirements of the home. Different levels of visitation as allowed by Children's Protective Services or guardians will be encouraged.

Revelation Phase (6 Months)

The Revelation Phase is the final phase before graduating. In this phase, women begin to apply the knowledge they have received in the first two phases as they further grow in freedom from areas of weakness and strongholds. This six-month phase allows women to be employed full-time outside of the home in a safe environment approved by the New Legacy staff. The residents will put into practice what they have been learning while beginning to transition back into the community. Residents will continue to attend One-on-One Counseling, Group Counseling, Financial Coaching, Celebrate Recovery, Bible Studies, Church, Physical Fitness, Parenting Classes, and volunteer as their schedule allows. Residents can be held in this stage if they are not meeting all the requirements of the home.

The New Legacy staff will work closely with Child Protective Services and relatives to foster healthy family relationships that will promote the restoration of families. Transition housing for residents that graduate have been secured with Elm Creek Apartments through Tigris Reality with the possibility of renting to own their own Betenbough home after one year from graduating.

New Legacy Advisory Board

Paige Allen, Executive Pastor of Outreach, Church on the Rock

Sally Arrendondo, Retired DPS Criminal Investigator, formerly assigned to First Lady Mrs. Laura Bush

Shelley Bratcher, Administrator, Lubbock ISD

Shanna Hargrave, Community Outreach Director Coordinator, Lubbock Dream Center and Executive Director, New Legacy Home for Women

Jerry Joplin, Director, Lubbock Area Baptist Association

Beth Gwinn, Realtor, REMAX Lubbock

Greg Pare, Certified Dave Ramsey Financial Coach, New Legacy Home for Women

Ruben Reyes, District Judge, Chair of National Association of Drug Court Professionals

Leslie Rhodes, Business Owner, Prospice Networks

Phebe Ellis-Roach, Sr. Vice President Prime West Mortgage

Margaret Tranthum, Retired Hospitality Manager, Betenbough Homes

Jackie and Linda White, Senior Pastors, Church on the Rock and Lubbock Dream Center

Tony Whitehead, Chairman of West Texas Area, Prosperity Bank

New Legacy Home for Women Guidelines in Alphabetical Order
All Guidelines are subject to change as needed.

ACCEPTANCE

THANK YOU FOR CHOOSING THE NEW LEGACY HOME FOR WOMEN TO MOVE FORWARD WITH US IN FINDING FREEDOM THROUGH CHRIST. WE BELIEVE GOD WANTS TO HEAL AND TRANSFORM US SO THAT WE CAN LIVE A HEALTHY AND PROSPEROUS LIFE AND BECOME BETTER ABLE TO HELP OTHERS. THE NEW LEGACY HOME IS A TOOL THAT GOD CAN USE TO BRING THAT HEALING TO OUR LIVES. WE RELY UPON THE ACCURACY OF THE INFORMATION CONTAINED IN THE APPLICATION AND THE ACCURACY OF OTHER DATA PRESENTED THROUGHOUT THE INTERVIEWING PROCESS. ANY MISREPRESENTATIONS, FALSIFICATIONS, OR MATERIAL OMISSIONS MAY RESULT IN DISMISSAL.

ACCOUNTABILITY

RESIDENTS WILL ALWAYS NEED AN ACCOUNTABILITY PARTNER. ANY EXCEPTION TO THIS MUST BE APPROVED BY A STAFF MEMBER IN ADVANCE. EVERYWHERE WE GO OUTSIDE OF THE NEW LEGACY HOME WE WILL BE REQUIRED TO HAVE ANOTHER RESIDENT, STAFF MEMBER, OR CARE TEAM MEMBER, NLH VOLUNTEER, OR APPROVED FAMILY MEMBER WITH US. ACCOUNTABILITY WILL HELP WITH THE TEMPTATION. IT IS IMPORTANT TO ALLOW OTHERS TO HOLD US ACCOUNTABLE AND FOR US TO HOLD OTHERS ACCOUNTABLE. IF WE DO NOT HOLD EACH OTHER ACCOUNTABLE, WE ARE ENABLING BAD BEHAVIOR, AND THAT HURTS NOT ONLY THE PERSON BUT ALSO THE ENTIRE HOME.

BACKGROUND CHECKS

ALL RESIDENTS WILL COMPLETE A BACKGROUND CHECK. THE BACKGROUND CHECK IS FOR THE STAFF TO BE AWARE OF ANY CHARGES YOU MAY HAVE, NOT TO DENY YOU ENTRY.

BATHROOM

RESIDENTS MAY BE SHARING A BATHROOM WITH ANOTHER LADY OR POSSIBLY THREE OTHER LADIES, SO IT WILL BE NECESSARY TO BE RESPECTFUL OF TIME. ONLY ONE RESIDENT WILL BE ALLOWED IN THE TOILET AREA AND SHOWER AREA AT A TIME. PLEASE SCHEDULE SHOWER TIMES WITH THOSE SHARING A BATHROOM WITH YOU. MAKE-UP AND HAIR MAY BE DONE AT YOUR DESK WITH THE DESK MIRRORS. YOU MUST GET UNDRESSED/DRESSED ENTIRELY BEHIND THE CLOSED DOOR OF THE SHOWER AREA, OR THE CLOSED DOOR OF THE TOILET AREA. (WEARING ONLY A BRA AND PANTIES IS NOT CONSIDERED DRESSED.)

BEDTIME

LIGHTS OUT EACH NIGHT AT 10:00 ON WEEKNIGHTS AND 10:30 ON WEEKENDS. IN PREPARATION FOR BED, ALL HYGIENE NEEDS SHOULD BE COMPLETED, INCLUDING SHOWERS. ALL BEDROOM DOORS ARE TO STAY OPEN AT ALL TIMES. YOU SHOULD NOT BE IN ANYONE ELSE'S ROOM AT ANY TIME. IF YOU CANNOT BE SEEN BY THE CAMERAS OUTSIDE SOMEONE'S DOOR YOU ARE CONSIDERED IN THE ROOM AND DISCIPLINED. THE ONLY DOOR THAT CAN BE SHUT IS THE DOOR LEADING TO YOUR BATHROOM.

BEHAVIOR

WE ARE ALL EXPECTED TO DISPLAY PROPER SOCIAL AND BEHAVIORAL SKILLS THAT WILL PREPARE US TO COMMUNICATE WITH OTHERS AS A BENEFICIAL, FUNCTIONING MEMBER OF SOCIETY. WE ARE EXPECTED TO DEMONSTRATE APPROPRIATE SOCIAL AND BEHAVIORAL SKILLS ON AND OFF THE PROPERTY AT ALL TIMES. REMEMBER WE REPRESENT NOT ONLY OUR SELF BUT ALSO GOD, CHURCH ON THE ROCK, THE LUBBOCK DREAM CENTER, AND THE NEW LEGACY HOME. SOCIAL SKILLS SUCH AS BUT NOT LIMITED TO, STANDING TO GREETING PEOPLE WITH A SMILE, AND TELLING THEM GOODBYE WITH A SMILE, SHAKING HANDS WITH PEOPLE, BEING FRIENDLY AND ENCOURAGING, ALLOWING OTHERS TO FIX THEIR PLATES BEFORE US, PUTTING SMALL PORTIONS ON OUR PLATES USING THE APPROPRIATE UTENSILS (NOT OUR HANDS), AND EATING SMALL BITES, WITH OUR MOUTH CLOSED. WE ALWAYS CLEAN UP WHATEVER WE HAVE USED WHEN EVERYONE AT THE TABLE HAS FINISHED. USE POLITE LANGUAGE SUCH AS YES MA'AM, NO MA'AM, YES SIR, NO SIR, PLEASE AND THANK YOU.

BORROWING FROM OTHER RESIDENTS

WE HIGHLY RECOMMEND THAT YOU DO NOT BORROW ITEMS FROM EACH OTHER, HOWEVER, IF YOU CHOOSE TO BORROW SOMETHING IT WILL BE BETWEEN THE TWO RESIDENTS. IF THERE IS A PROBLEM, AND IT COMES TO THE ATTENTION OF THE NLH STAFF, DEMERITS CAN BE GIVEN.

CARE TEAM

EACH RESIDENT WILL HAVE A CARE TEAM THAT CONSISTS OF ABOUT FOUR LADIES THAT WILL SURROUND THE RESIDENT WITH LOVE AND CARE. THE CARE TEAM IS CAREFULLY SCREENED. THE CARE TEAM WILL BECOME PART OF OUR FAMILY. THE CARE TEAM PRAYS FOR THE RESIDENT, MAY VISIT THE HOME TO ATTEND BIBLE STUDY AND OTHER ACTIVITIES WITH THE RESIDENT, MAY CALL AND SPEAK TO THE RESIDENT, AND THE RESIDENT MAY LEAVE WITH MEMBERS OF THE CARE TEAM. THESE OUTINGS ARE SCHEDULED THROUGH STAFF AND THE CARE TEAM MEMBER, NOT THROUGH THE RESIDENT AND CARE TEAM. A RESIDENT SHOULD NEVER CALL AND ASK THE CARE TEAM TO BUY THEM ANYTHING, OR TAKE THEM ANYWHERE, OR BRING THEM ANYTHING.

CHURCH

THE RESIDENTS WILL ATTEND THE FIRST SERVICE AT THE NORTH CAMPUS MOST SUNDAYS AND OCCASIONALLY ATTEND OTHER CAMPUSES AND CHURCHES. THE NEW LEGACY RESIDENTS AND STAFF ARE REQUIRED TO SIT TOGETHER AT CHURCH. WE WILL HAVE A DESIGNATED AREA TO SIT WHEN ATTENDING CHURCH. IF A LEGACY LADY HAS FAMILY OR CARE TEAM ATTENDING CHURCH, THEY MAY ALSO SIT WITH THE NEW LEGACY FAMILY, BUT THE LEGACY LADY MUST ALWAYS SIT IN THE NLH DESIGNATED AREA. WHEN CHURCH IS COMPLETED THE NEW LEGACY FAMILY WILL TAKE COMMUNION TOGETHER.

CLEANING

EACH RESIDENT WILL HELP AROUND THE HOME TO ENSURE IT RUNS SMOOTHLY. WE HAVE SCHEDULED TIMES FOR CLEANING, BUT WE ARE ALWAYS LOOKING FOR THINGS THAT NEED TO BE DONE AND DOING THEM WITHOUT BEING ASKED. THE PROGRAM COORDINATOR WILL OVERSEE ALL THE CLEANING AND MAINTENANCE OF THE HOUSE AND RESIDENT RESPONSIBILITIES.

CLOTHING CLOSET AT THE LUBBOCK DREAM CENTER

WE WILL OCCASIONALLY AT THE CLOTHING CLOSET (U APPAREL) IN THE LUBBOCK DREAM CENTER. WHILE VOLUNTEERING, WE MAY ALSO SHOP. WE MUST DONATE ITEMS TO THE CLOTHING CLOSET AS WE TAKE ITEMS FROM THE CLOTHING CLOSET. FOR EXAMPLE, IF WE TAKE TWO ITEMS, GIVE TWO ITEMS. THERE IS A 5-ITEM MAXIMUM FOR EACH DAY. STAFF OR VOLUNTEERS OVERSEEING WORK IN THE CLOTHING CLOSET WILL COUNT ITEMS RECEIVED AND MAKE SURE THAT ITEMS ARE DONATED BACK. THIS IS TO AVOID A HOARDING AND POVERTY MENTALITY.

COUNSELING

WE WILL HAVE GROUP COUNSELING WEEKLY AND WILL BE ATTENDING ONE-ON-ONE COUNSELING WITH A CHRISTIAN COUNSELOR. WE BELIEVE COUNSELING CAN NEVER TAKE THE PLACE OF PERSONAL PRAYER AND SEARCHING THE SCRIPTURES FOR ANSWERS TO OUR STRUGGLES AND NEEDS, BUT COUNSELING IS A TOOL GOD CAN USE TO BRING HEALING. IT IS OUR GOAL THAT YOU WOULD DEVELOP DEEP TRUST AND DEPENDENCE ON JESUS CHRIST MORE THAN ON ANY PERSON.

COURT AND PROBATION APPOINTMENTS

THE NEW LEGACY HOME FOR WOMEN WILL DO ITS BEST TO ACCOMMODATE THE NEEDS OF EACH RESIDENT TO ADHERE TO THE COURT RULINGS. WE WILL PROVIDE THE NECESSARY DOCUMENTATION FOR PROBATION OR PAROLE, BUT WE ARE NOT RESPONSIBLE FOR ANY FINES OR FEES INCURRED. YOU MUST INFORM US OF ANY PENDING COURT DATES OR WARRANTS IMMEDIATELY UPON ENTERING THE NEW LEGACY HOME. COURT APPEARANCES AND PROBATION APPOINTMENTS ARE COORDINATED THROUGH THE PROGRAM COORDINATOR. PLEASE NOTIFY US AT IN ADVANCE WHEN YOU HAVE APPOINTMENTS.

DEVOTIONS

WE HAVE MORNING DEVOTIONS MONDAY THROUGH FRIDAY, 7:00-7:45 AM. DEVOTION TIMES ON SATURDAYS AND SUNDAYS ARE ON YOUR OWN. THE WORD OF GOD WILL COME ALIVE TO YOU AS YOU STUDY AND READ. BIBLES AND PRAYER JOURNALS SHOULD BE TAKEN TO DEVOTIONALS WITH YOU. YOU MUST BE PUNCTUAL AND HAVE ALREADY TAKEN CARE OF YOUR PERSONAL BATHROOM NEEDS BEFORE ENTERING THIS TIME TO AVOID UNNECESSARY DISTRACTIONS FOR OTHERS.

DISCIPLINE

RESIDENTS AGREE TO ABIDE BY THE NEW LEGACY HOME GUIDELINES WHEN THEY BEGIN RESIDING AT THE HOME. ANY VIOLATIONS WILL RESULT IN BEING GIVEN A DEMERIT OR DISMISSAL. A STAFF MEMBER MAY GIVE A DEMERIT AFTER PRAYERFUL CONSIDERATION OF THE SITUATION. DISCIPLINE WILL BE CONSIDERED IN A CASE-BY-CASE SITUATION. A DEMERIT WILL CONSIST OF VARIOUS FORMS OF DISCIPLINES INCLUDING BUT NOT LIMITED TO: EXTRA WORK DUTIES, ESSAYS, LOSS OF FREE TIME, LOSS OF VISITATION TIME, OR LOSS OF PHONE PRIVILEGES.

WHEN A DEMERIT IS GIVEN THE STAFF WILL:

1. EXPLAIN TO THE RESIDENT WHY THE DEMERIT IS GIVEN.
2. EXPLAIN APPROPRIATE ALTERNATIVE BEHAVIOR TO THE RESIDENT, ALONG WITH THE LONG-TERM AND SPIRITUAL IMPLICATIONS OF CONTINUING THE CONDUCT.
3. GIVE A THOROUGH EXPLANATION OF THE REASON FOR THE DEMERIT ON A FORM, SIGN IT, AND HAVE THE RESIDENT SIGN IT AND PLACE IT IN THE RESIDENT'S FILE.
4. APPROPRIATE DISCIPLINE.

WHEN A RESIDENT CONTINUES VIOLATING THE GUIDELINES DISMISSAL WILL BE CONSIDERED.

DISMISSAL

THE HOME CAN ONLY FUNCTION EFFECTIVELY THROUGH THE COOPERATION OF ALL MEMBERS. SADLY, ON OCCASION, A RESIDENT MAY DISQUALIFY THEMSELVES AND NEED TO LEAVE THE NEW LEGACY HOME. IF YOU CHOOSE TO BREAK THE GUIDELINES AND DISQUALIFY YOURSELF, YOU ARE TO TAKE ALL OF YOUR BELONGINGS UPON DEPARTURE. ITEMS LEFT AFTER DEPARTURE WILL BECOME THE PROPERTY OF THE NEW LEGACY HOME AND WILL BE DONATED TO THE LUBBOCK DREAM CENTER. A STAFF MEMBER IS TO BE PRESENT IN THE ROOM WHEN A RESIDENT IS PACKING TO LEAVE. EXAMPLES FOR IMMEDIATE DISMISSAL WOULD BE PHYSICALLY ASSAULTING, THREATENING ANOTHER RESIDENT OR STAFF MEMBER, BRINGING DRUGS INTO THE HOME, CONTINUING TO IGNORE GUIDELINES, AND INAPPROPRIATE RELATIONSHIPS WITH ANOTHER RESIDENT.

DOCTOR APPOINTMENTS

THE NEW LEGACY TEAM IS BLESSED TO HAVE A TEAM OF MEDICAL PROVIDERS THAT PARTNER WITH US. THIS TEAM WILL HELP ALL OF US WITH MEDICAL NEEDS. EACH RESIDENT WILL UNDERGO A MEDICAL EVALUATION UPON ENTERING THE HOME. PLEASE REPORT ANY MEDICAL NEEDS TO THE NEW LEGACY STAFF FOR FURTHER ASSISTANCE. DUE TO COVID 19, ANY RESIDENT WITH FEVER WILL BE IMMEDIATELY QUARANTINED TO THEIR ROOM. EVERY RESIDENT WILL BE REQUIRED TO GET A FLU SHOT AND ALL IMMUNIZATIONS. EACH RESIDENT WILL NEED TO GET ON MEDICAID OR GET A BLUE CARD FROM UMC. THE ADMINISTRATIVE COORDINATOR WILL ASSIST YOU IN GETTING THIS DONE.

THE NEW LEGACY HOME DOES NOT HAVE A REGISTERED NURSE ON STAFF, AND THEREFORE, WE CANNOT ADMINISTER CERTAIN PSYCHOTROPIC DRUGS. IF THE RESIDENT'S MEDICAL RECORDS INDICATE ANY FALSIFIED INFORMATION ON AN APPLICATION, IT WILL DISQUALIFY THE RESIDENT AND REQUIRE IMMEDIATE DISMISSAL.

DRESS CODE

THE DRESS CODE SHOULD BE MODEST, FEMININE, CLEAN, AND NEAT.

*GUIDELINES INCLUDE:
*SHORTS/SKIRTS/DRESSES MUST BE TWO INCHES ABOVE FINGERTIPS OR LONGER.
*SHIRTS MUST COVER BACK AND STOMACH.
*ABSOLUTELY NO CLEAVAGE MAY BE SHOWING.
*SHOES MUST BE WORN IN THE KITCHEN AND DINING ROOM.
*SPAGHETTI STRAPS MAY NOT BE WORN ALONE.
*IF YOU ARE WEARING LEGGINGS/JEGGINGS/TIGHT-FITTING JEANS, YOU MUST WEAR A LONGER SHIRT WITH THEM TO COVER UP YOUR BUSINESS.
*HAIR SHOULD BE MODEST AND CLEAN. NO UNNATURAL HAIR COLORS. YOU MAY NOT COLOR YOUR HAIR IN THE HOME! YOU CAN MAKE AN APPOINTMENT WITH A HAIRSTYLIST.
*NO FACE PIERCINGS EXCEPT FOR EARS AND SMALL NOSE STUD OR LOOP ON SIDE OF NOSE.

EDUCATION

RESIDENTS THAT DO NOT HAVE THEIR HIGH SCHOOL DIPLOMA WILL BE REQUIRED TO ATTEND GED CLASSES AND ACQUIRE A GED THROUGH THE LUBBOCK DREAM CENTER.

EMAIL

RESIDENTS CAN SEND AND RECEIVE EMAIL FROM CARE TEAM MEMBERS, AND CHILDREN, AS SOON AS MOVING IN. RESIDENTS CAN SEND AND RECEIVE AN EMAIL TO AND FROM OTHER FAMILY AND APPROVED PEOPLE AFTER 30 DAYS. ALL OUTGOING AND INCOMING EMAILS WILL BE MONITORED BY STAFF. THE RESIDENT MUST GIVE AN EMAIL ADDRESS AND PASSWORD TO STAFF. NO OTHER EMAIL MAY BE USED, AND EMAIL MESSAGES CANNOT BE DELETED.

EXERCISE

THERE WILL BE TIME BUILT INTO OUR SCHEDULE FOR EXERCISE. WE WILL JOIN THE WALKING CLUB AT THE LUBBOCK DREAM CENTER IN THE COLD MONTHS, WALK OUTSIDE IN THE WARM MONTHS, HAVE GUEST TEACHERS, WALK/RUN AND MAE SIMMONS, AND OCCASIONALLY GO TO THE GYM. WE ARE ALL EXPECTED TO PRACTICE GOOD HEALTH HABITS SUCH AS PROPER NUTRITION, EXERCISE, CLEANLINESS, AND GOOD HYGIENE.

FASTING

WE ENCOURAGE THE SPIRITUAL DISCIPLINE OF FASTING AND PRAYER. IF YOU WOULD LIKE TO LEARN MORE ABOUT FASTING, VISIT WITH SOMEONE ON STAFF. PLEASE NOTIFY STAFF IF YOU ARE FASTING.

FAMILY VISITS

THE RESIDENT'S IMMEDIATE FAMILY CAN SIT WITH THE LEGACY LADY IN CHURCH ON SUNDAYS IN THE NLH DESIGNATED AREA. WITH NLH PROGRAM COORDINATOR APPROVAL CHILDREN CAN VISIT THE RESIDENT BETWEEN 1:00 PM AND 3:00 PM ON SATURDAYS AND SUNDAYS DURING THE GENESIS PHASE. NO VISITORS WILL BE ALLOWED IN THE RESIDENT'S LIVING QUARTERS WITHOUT STAFF APPROVAL.

WHEN THE RESIDENT HAS BEEN APPROVED TO ENTER THE PROVERBS PHASE (USUALLY AFTER 3 MONTHS) WITH THE APPROVAL OF THE NLH PROGRAM COORDINATOR AND A REQUEST SUBMITTED BY FRIDAY AT NOON FROM THE RESIDENT, THERE CAN BE AN OFF-SITE VISITATION ON SATURDAY AND SUNDAY WITH AN APPROVED IMMEDIATE FAMILY THAT ARE IN A HEALTHY PLACE AND FREE OF ADDICTION OR CARE TEAM. VISITATION TIMES ARE 1:00 AM TO 8:00 PM ON SATURDAYS AND SUNDAYS. THE TIMES OF VISITATION ARE SUBJECT TO CHANGE DEPENDING ON THE NLH SCHEDULE, HOMEWORK BEING ON TARGET AND BEHAVIOR DURING THE WEEK.

HOLIDAYS ARE SCHEDULED CASE BY CASE ACCORDING TO WHERE THE RESIDENT IS IN HER RECOVERY.

WHEN RETURNING FROM AN OFFSITE VISIT ALL BELONGINGS ARE SUBJECT TO SEARCH BY THE NLH STAFF OR VOLUNTEERS.

FINANCES

EACH RESIDENT WILL ATTEND FINANCIAL COACHING AND FOLLOW THE DAVE RAMSEY PLAN FOR FINANCIAL FREEDOM. EACH RESIDENT WILL HAVE A PERSONAL SMALL SAFE THAT WILL HOLD THE ENVELOPES THE RESIDENT AND FINANCIAL COACH WILL DETERMINE. IN THE GENESIS PHASE, THE RESIDENTS RECEIVE A BI-WEEKLY STIPEND OF $50 BEGINNING THE 3RD WEEK OF RESIDING AT THE NEW LEGACY HOME AND ENDING WHEN THEY HAVE RESIDED IN THE HOME FOR 3 MONTHS. THIS STIPEND IS USED AS AN INSTRUMENT FOR THE FINANCIAL FITNESS COACH AND THE RESIDENT TO DEVELOP A PERSONALIZED DEBT REDUCTION,

SAVINGS, AND SPENDING PLAN. WHEN THE RESIDENT HAS RESIDED IN THE HOME FOR 3 MONTHS, THEY WILL NO LONGER RECEIVE THE $50 BI-WEEKLY STIPEND. WHEN WORKING PART-TIME EACH RESIDENT WILL ADD A "RENT" ENVELOPE TO CONTRIBUTE TO THE NEEDS OF THE HOME. RESIDENTS WILL CONTRIBUTE $5 FROM EACH PAYCHECK AND TURN IT INTO THE ADMINISTRATIVE DIRECTOR. IN THE REVELATION PHASE, RESIDENTS WILL CONTRIBUTE $30 "RENT" FROM EACH PAYCHECK AND TURN IT INTO THE ADMINISTRATIVE DIRECTOR.

RESIDENTS SHOULD NOT RECEIVE MONEY FROM CARE TEAMS, FAMILY MEMBERS, OR OTHER INDIVIDUALS UNLESS IT GOES THROUGH THE STAFF AND HAS BEEN APPROVED FOR A SPECIFIC PURPOSE.

DO NOT LEND MONEY TO OTHER LADIES IN THE HOME. THE BIBLE STATES THE BORROWER BECOMES A SLAVE TO THE LENDER (SEE PROVERBS 22:7).

FIRE SAFETY PROCEDURES

FIRE ALARM/EMERGENCY

THE NEW LEGACY HOME IS EQUIPPED WITH A MONITORED FIRE ALARM SYSTEM AND SPRINKLER SYSTEM. IF THE ALARM SOUNDS THE FIRE DEPARTMENT WILL BE CALLED BY THE ALARM COMPANY. THEY WILL ALSO CALL THE STAFF LISTED ON THEIR ACCOUNTS. IF THE FIRE ALARM GOES OFF, ALL RESIDENTS SHOULD EVACUATE THE BUILDING AND MEET IN FRONT OF THE TALKINGTON LIFE CENTER.

OTHER COMMENTS:

- THERE ARE TO BE NO CANDLES, INCENSE, LIGHTERS, OR MATCHES IN YOUR ROOMS.
- IF THE BATTERY ON THE SMOKE DETECTOR IS BEEPING, DO NOT ATTEMPT TO CHANGE OR DETACH IT – REPORT TO THE PROGRAM COORDINATOR.
- THE NEW LEGACY HOME FOR WOMEN IS A NON-SMOKING FACILITY. IF THE RESIDENT TESTS POSITIVE FOR NICOTINE OR CAUGHT SMOKING CIGARETTES APPROPRIATE DISCIPLINE WILL BE GIVEN.

GRADUATION

RESIDENTS CAN GRADUATE AT THE END OF 15 MONTHS. HOWEVER, IF MORE TIME IS NEEDED TO SAVE MONEY AND FIND A HOME THE RESIDENTS ARE ALLOWED TO STAY UP TO 18 MONTHS. IF THE RESIDENT CHOOSES TO STAY 18 MONTHS AND THE STAFF IS IN AGREEMENT, THE GRADUATION CEREMONY WILL TAKE PLACE AT THE END OF 18 MONTHS INSTEAD OF 15 MONTHS. THIS DECISION CAN BE DISCUSSED AND EVALUATED BETWEEN 12 AND 14 MONTHS. IT IS POSSIBLE TO GRADUATE EARLY IF THE RESIDENT HAS AN AUTOMOBILE, ALL DEBT IS PAID, AND THE RESIDENT HAS A LARGE SAVINGS ENVELOPE.

NO RESIDENT IS ALLOWED TO BEGIN PACKING UP THEIR ROOM UNTIL THEY HAVE SECURED A HOME AND CAN BEGIN MOVING INTO THAT HOME. BOXES AND TUBS OF BELONGINGS CANNOT BE STORED IN RESIDENT ROOMS.

INCENTIVES

HE NEW LEGACY STAFF WILL BE OBSERVING OPPORTUNITIES TO GIVE INCENTIVES TO RESIDENTS. WE STRIVE TO REWARD GOOD BEHAVIOR AND INCORPORATE TIMES TO HAVE FUN.

INTERNET

RESIDENTS MAY USE THE INTERNET TO LOOK UP JOB OPPORTUNITIES AND SCHOOL OPPORTUNITIES WITH STAFF PERMISSION AND IN A COMMON AREA OF THE HOME DURING DESIGNATED TIMES. RESIDENTS MAY CHECK THEIR EMAIL OCCASIONALLY AND MUST PROVIDE STAFF WITH THEIR EMAIL ADDRESS AND PASSWORD. THE STAFF MAY CHECK EMAILS AT ANY TIME TO MAKE SURE ALL COMMUNICATION IS APPROPRIATE.

KITCHEN TEAM

EACH RESIDENT WILL HELP AROUND THE HOME TO ENSURE IT RUNS SMOOTHLY. RESIDENTS WILL REFER TO THE SCHEDULE FOR COOKING OR CLEANING TEAM TIMES. YOU WILL NEED TO BE AT YOUR SCHEDULED AREA TO PERFORM YOUR KITCHEN DUTIES AT THE REQUIRED TIME. THE PROGRAM COORDINATOR WILL OVERSEE ALL RESPONSIBILITIES.

LAUNDRY GUIDELINES

EACH RESIDENT IS RESPONSIBLE FOR DOING HER LAUNDRY. LAUNDRY LEFT IN THE LAUNDRY ROOM WILL BE DONATED TO THE LUBBOCK DREAM CENTER. EACH RESIDENT WILL HAVE SCHEDULED LAUNDRY TIME FROM THE DIRECTOR IF NEEDED.

MAIL

RESIDENTS CAN SEND AND RECEIVE MAIL FROM CARE TEAM MEMBERS, AND CHILDREN, AS SOON AS MOVING IN. RESIDENTS CAN SEND AND RECEIVE MAIL TO AND FROM OTHER FAMILY MEMBERS AND APPROVED PEOPLE AFTER 30 DAYS. ALL OUTGOING MAIL WILL BE LEFT UNOPENED BY THE RESIDENT AND READ BEFORE MAILED AND ALL INCOMING MAIL WILL BE OPENED AND READ BEFORE GIVEN TO THE RESIDENT. ANY OUTGOING MAIL WILL NEED TO HAVE OUR RETURN ADDRESS WRITTEN ON THE ENVELOPE BEFORE SUBMITTING IT TO BE MAILED. YOU MAY NOT WRITE OR RECEIVE MAIL FROM A MALE OUTSIDE OF YOUR FAMILY. RESIDENTS CANNOT SEND OR RECEIVE MAIL AT ANY OTHER LOCATION WHILE LIVING AT THE NLH. PLEASE DO NOT APPLY FOR ANY SUBSCRIPTIONS WHILE YOU RESIDE IN THE NEW LEGACY HOME.

MEALS

MEALS ARE REQUIRED TO BE EATEN IN THE DINING ROOM. LADIES MUST BE PRESENT FOR EVERY MEAL UNLESS PREVIOUSLY EXCUSED BY A STAFF MEMBER. TO AVOID HAVING INSECTS THROUGHOUT THE HOUSE NO FOOD IS TO BE TAKEN OR STORED IN YOUR ROOM OR ANY OTHER ROOM OF THE NEW LEGACY HOME EXCEPT FOR THE KITCHEN, PANTRY, AND

INDIVIDUAL TUBS IN THE DESIGNATED AREA. ONLY DRINKS WITH LIDS MAY BE TAKEN OUTSIDE OF THE KITCHEN/DINING AREA AND ONLY WATER MAY BE TAKEN TO BEDROOMS.

MEDICATION

UPON ENTERING THE PROGRAM, YOUR PRESCRIBED MEDICATION AND/OR OVER THE COUNTER MEDICATION WILL BE GIVEN TO THE ADMINISTRATIVE COORDINATOR AND WILL BE KEPT IN THE MEDICINE CABINET FOR YOUR SAFETY AND THE SAFETY OF OTHERS. NO MEDICATION IS TO BE KEPT IN YOUR ROOM EXCEPT FOR PRESCRIBED RESCUE INHALERS. AT MEDICATION TIMES (USUALLY BEFORE MEALTIME) A STAFF MEMBER WILL GIVE YOU YOUR MEDICATION AND RECORD ALL MEDICINES TAKEN.

ALL MEDICATIONS MUST BE APPROVED BY THE MEDICAL TEAM AND STAFF – PRESCRIBED AND/OR OVER THE COUNTER. MEDICINES THAT ARE PROHIBITED ARE NARCOTICS, PSYCHIATRIC MEDICATION, ALL PM MEDICATION, AND OTHER MEDICINE AT THE PROGRAM DISCRETION. ONLY NON-DROWSY OVER THE COUNTER MEDICATION IS ALLOWED.

NO ENERGY DRINKS OR ANY PRODUCTS CONTAINING ALCOHOL ARE ALLOWED AT THE NLH.

MUSIC AND ENTERTAINMENT

RESIDENTS MAY LISTEN TO CHRISTIAN CDS ON YOUR CD PLAYER OR CHRISTIAN RADIO STATIONS. PLEASE ADJUST THE VOLUME TO A LEVEL THAT DOES NOT DISTURB THOSE AROUND YOU. NO MP3 PLAYERS OR EARBUDS ARE ALLOWED. SECULAR MUSIC AND LITERATURE ARE NOT ALLOWED.

PHYSICALS

UPON ENTERING THE NEW LEGACY HOME, A PHYSICAL EXAMINATION IS REQUIRED AND WILL INCLUDE IMMUNIZATIONS, FLU SHOTS, HIV TESTS, HEPATITIS C, DRUG SCREENS, TB SKIN TESTS, AND STD TESTS. THE PHYSICAL EXAM WILL BE CONDUCTED BY A MEMBER OF THE MEDICAL TEAM.

PROBATIONARY PERIOD

THE PROBATIONARY PERIOD FOR RESIDENTS LASTS UP TO 30 DAYS FROM THE DATE OF ADMISSION. DURING THIS TIME, RESIDENTS HAVE THE OPPORTUNITY TO EVALUATE THE NEW LEGACY HOME. OUR STAFF, ALSO, HAS THE OPPORTUNITY TO ASSESS THE RESIDENT.

THE PROBATIONARY PERIOD LASTS 30 DAYS. DURING THIS TIME, STAFF WILL MONITOR THE RESIDENT VERY CLOSELY. NEW RESIDENTS MAY NOT LEAVE THE PREMISES FOR 30 DAYS AFTER THEIR ARRIVAL EXCEPT TO ATTEND APPROVED APPOINTMENTS, TIME WITH CARE TEAM, OR OUTINGS SCHEDULED BY THE NEW LEGACY STAFF.

PROVIDING YOU HAVE DISPLAYED A POSITIVE ATTITUDE; YOU WILL BE PERMITTED TO CONTINUE RESIDING AT THE NEW LEGACY HOME. HOWEVER, SHOULD THE STAFF

DETERMINE THAT YOU ARE NOT MOTIVATED TO STAY, YOU MAY BE ASKED TO REPEAT THE 30 DAYS OF THE PROBATIONARY PERIOD OR BE DISQUALIFIED.

PUNCTUALITY

BEING ON TIME IS AN ESSENTIAL STEP IN PREPARING US FOR LIFE, AND IT ENABLES US TO COUNT ON EACH OTHER. ALL RESIDENTS MUST BE ON TIME ACCORDING TO THE SCHEDULE OR VERBAL DIRECTION.

RESIDENT RELATIONSHIPS

ROMANTIC AND/OR SEXUAL RELATIONSHIP IS NOT PERMITTED DURING A RESIDENT'S STAY AT THE NEW LEGACY HOME FOR WOMEN.

YOU ENTER THE RESIDENCY VOLUNTARILY, AND YOU ARE FREE TO LEAVE AT ANY TIME FOR ANY REASON. SIMILARLY, NEW LEGACY HOME IS FREE TO CONCLUDE ITS RELATIONSHIP WITH ANY RESIDENT AT ANY TIME IT MAY BE DEEMED NECESSARY FOR THE BENEFIT OF OTHER RESIDENTS. HOWEVER, WE HOPE THAT YOU WILL MAKE A FIFTEEN-MONTH COMMITMENT.

ROOMS

RESIDENTS WILL BE ASSIGNED A ROOM. THERE ARE SENIOR ROOMS FOR RESIDENTS IN SENIORITY. THERE ARE SOME SIMPLE GUIDELINES FOR YOUR ROOM:

•RESIDENTS ARE NOT ALLOWED IN OTHER RESIDENT'S ROOMS FOR ANY REASON. IF VISITING IN THE HALLS WE MUST BE ABLE TO SEE YOU HAVE NOT ENTERED ANOTHER RESIDENT'S ROOM.

•ROOMS ARE TO BE KEPT NEAT AND CLEAN, WITH BEDS MADE WHEN NOT IN USE. NO ITEMS ARE TO BE LEFT ON THE BEDS DURING THE DAY.

•BATHROOMS MUST BE CLEANED WEEKLY BY ALL THOSE THAT USE IT.

•NO CHANGING CLOTHES IN YOUR ROOM, THIS WILL BE DONE IN THE BATHROOM, INSIDE THE SHOWER AREA, OR TOILET AREA.

•NO FOOD OR BEVERAGES SHOULD BE IN THE ROOM. ONLY WATER IS ALLOWED IN YOUR ROOM.

•PERSONAL THINGS CAN BE PUT ON THE SHELVES AND BULLETIN BOARD ONLY. NOTHING CAN BE HANGING ON THE WALLS OTHER THAN WHAT IS ALREADY THERE. PLEASE DO NOT TAPE THINGS TO YOUR DOORS, WALLS, OR CABINETS.

•ALL BEDROOM DOORS MUST BE LEFT OPEN AT ALL TIMES.

•YOU MAY ONLY USE HALF OF YOUR ROOM. ONLY ONE DESK WITH DRAWERS AND SHELVES, ONLY HALF THE DRAWERS UNDER THE WINDOW SEAT, AND ONLY HALF THE

COUNTERTOP AND DRAWERS IN YOUR BATHROOM IF YOU ARE USING ONE OF THE SHARED BATHROOMS. THE ONLY EXCEPTION IS THE CLOSET. UNTIL WE HAVE TWO LADIES IN ONE ROOM YOU MAY USE THE ENTIRE CLOSET.

•TURN OFF ALL THE LIGHTS IN YOUR BEDROOM AND BATHROOM AREA WHEN YOU ARE NOT IN YOUR ROOM.

•TURN OFF YOUR AIR/HEAT WHEN YOU ARE NOT AT HOME.

•RESIDENTS CANNOT BE IN BEDROOMS UNLESS IT IS SCHEDULED OR WITH PERMISSION FROM NLH STAFF. DURING WEEKEND RESIDENTS HAVE MORE DOWN TIME TO CATCH UP ON LAUNDRY, CLEANING AND HAVING SOME TIME ALONE. HOWEVER, TAKING LONG NAPS IS DISCOURAGED DUE TO THE FACT IT THROWS YOU SLEEPING PATTERN OFF.

•WEEKLY, RANDOM ROOM CHECKS WILL BE COMPLETED BY A STAFF MEMBER. CONSISTENT ISSUES WILL RESULT IN DEMERITS AND APPROPRIATE CONSEQUENCES SUCH AS LOSS OF VISITS AND PHONE PRIVILEGES.

•RESIDENT ROOMS ARE ALWAYS SUBJECT TO SEARCH AT ANY GIVEN TIME.

•RESIDENTS CANNOT REST OR TAKE NAPS IN BEDROOMS UNLESS IT IS SCHEDULED OR WITH PERMISSION FROM NLH STAFF.

SECURITY

THE NEW LEGACY HOME IS EQUIPPED WITH SECURITY CAMERAS BOTH INSIDE AND OUTSIDE THE HOME WITH A MONITORED SECURITY SYSTEM. THE FRONT DOOR IS ONLY TO BE OPENED BY NLH STAFF MEMBERS. RESIDENTS WILL BE ISSUED A KEY FOB ONCE THEY HAVE STARTED THEIR JOB. RESIDENTS ARE TO USE THEIR KEY FOB WHEN ENTERING THE HOME. RESIDENTS ARE NOT TO LET ANYONE ELSE ENTER THE HOME WITHOUT CLEARANCE. RESIDENTS ARE NEVER TO LOAN THEIR FOB TO ANYONE ELSE.

SICKNESS

IF YOU ARE SICK, PLEASE NOTIFY SOMEONE ON THE STAFF IMMEDIATELY. OUR DEFINITION OF SICK IS FLU, FEVER, VOMITING; NOT TIRED, HEADACHES, COLDS, OR CRAMPS. WE UNDERSTAND THAT MOST PEOPLE OCCASIONALLY BECOME ILL AND WE WILL CERTAINLY ACCOMMODATE. HOWEVER, THE NEW LEGACY IS UNABLE TO PROVIDE MEDICAL OR CONVALESCENT CARE ON-SITE, AND ALL RESIDENTS MUST BE PHYSICALLY ABLE TO PARTICIPATE IN OUR ACTIVITIES. ANY MEDICAL CONDITION LASTING FOR LONGER THAN TWO WEEKS PREVENTING PARTICIPATION MAY RESULT IN DISMISSAL.

SMOKING/DRUGS

SMOKING, DRINKING OF ALCOHOL, AND USE OF DRUGS ARE NOT PERMITTED WHILE LIVING IN THE NEW LEGACY HOME. NO VAPES ARE ALLOWED AND WILL BE CONSIDERED THE SAME AS SMOKING. ANY ACTION YOU TAKE WHICH VIOLATES THIS HURTS YOU AND HURTS

ALL OF US. A RESIDENT THAT HAS A POSITIVE DRUG TEST WILL BE EVALUATED FOR POSSIBLE DISMISSAL. RESIDENTS SMOKING ON OR OFF-PREMISES WHILE IN THE PROGRAM WILL BE DISCIPLINED APPROPRIATELY. NICOTINE TESTS WILL BE GIVEN. ENERGY DRINKS, SLEEP AIDS, DIET PILLS, OR ANY PRODUCTS THAT HAVE ALCOHOL LISTED AS AN INGREDIENT ARE NOT ALLOWED WHILE ENROLLED IN THE PROGRAM.

DRUG TESTING CAN TAKE PLACE AT THE REQUEST OF THE COURT, PROBATION, CHILD PROTECTIVE SERVICES, OR THE DISCRETION OF THE STAFF. DO NOT EAT POPPY SEEDS OR DRINK ENERGY DRINKS. POPPY SEEDS AND ENERGY DRINKS CAN RESULT IN A FALSE POSITIVE ON A DRUG TEST. THESE THINGS WILL NOT BE CONSIDERED AS AN EXCUSE FOR A POSITIVE TEST.

SUPERVISED VISITATION

THE NEW LEGACY HOME WILL PROVIDE AN OPPORTUNITY FOR MOTHERS TO RE-ESTABLISH THEIR RELATIONSHIPS WITH THEIR CHILDREN. IF SUPERVISED VISITATION IS ALLOWED THE RESIDENT WILL MAKE ARRANGEMENTS WITH THE DIRECTOR TO SET UP THOSE VISITS. PARENTING CLASSES ARE REQUIRED FOR EVERY RESIDENT.

TELEPHONES

RESIDENTS ARE NOT ALLOWED TO HAVE PERSONAL PHONES WHILE RESIDING AT THE NEW LEGACY HOME DURING THE GENESIS OR PROVERBS PHASE. RESIDENTS CAN HAVE A PERSONAL CELL PHONE DURING THE REVELATION PHASE WHEN THE STAFF AGREES IT IS NECESSARY AND THE RESIDENT IS READY. RESIDENTS CAN CALL AND RECEIVE CALLS FROM THEIR CHILDREN, OR CARE TEAM AS SOON AS MOVING IN. RESIDENTS ARE NOT PERMITTED PHONE CALLS FROM ANYONE OTHER THAN THEIR CHILDREN, OR CARE TEAM FOR THE FIRST 30 DAYS. WE WILL NOT PREVENT YOU FROM COMMUNICATING WITH YOUR CHILDREN DURING THIS TIME. AFTER THE FIRST 30 DAYS, PHONE CALLS CAN BE MADE AT DESIGNATED TIMES TO APPROVED FAMILY MEMBERS, THE CARE TEAM, OR OTHER APPROVED PEOPLE PER THE DIRECTOR. YOU MAY NOT CALL A MALE THAT IS OUTSIDE OF YOUR IMMEDIATE FAMILY.

LIMIT YOUR TELEPHONE CALLS TO 10 MINUTES TOTAL MONDAY THROUGH FRIDAY, AND 15 MINUTES TOTAL ON THE WEEKEND TO ENSURE THAT EVERYONE WILL BE ABLE TO MAKE CALLS. RESIDENTS MUST LOG THEIR CALLS ON THE PHONE LOG PLACED BY THE PHONE.

THERE SHOULD BE NO RESIDENT USING STAFF PHONES AT ANY TIME EXCEPT TO MAKE A CALL THAT WOULD BE LONG DISTANCE. RESIDENTS ARE NOT TO USE STAFF PHONES TO LOOK THINGS UP ON THE INTERNET FOR ANY REASON.

REVELATION PHASE PERSONAL CELL PHONES HAVE A SEPARATE LIST OF GUIDELINES THAT WILL BE GIVEN WHEN A PERSONAL CELL PHONE HAS BEEN APPROVED. PERSONAL PHONES SHOULD NOT BE IN CLASSES WITH THE RESIDENT.

TELEVISIONS

THE TELEVISIONS ARE PRIMARILY FOR BIBLE STUDIES, WORSHIP MUSIC, AND TO DISPLAY TEAM LEGACY MEMBERS AND PERMISSION MUST BE GIVEN FOR THEM TO BE USED. THE TV IN THE SOUTH LIVING ROOM IS TO ONLY BE USED FOR TEAM LEGACY, GROUP BIBLE STUDY, OR WITH PERMISSION ON WEEKENDS AND EVENINGS. WE WANT TO MAKE EVERY EFFORT TO RESPECT THE RESIDENT MANAGERS ON THEIR TIME OFF.

WAKE-UP TIME

MONDAY THROUGH FRIDAY THE WAKE-UP TIME IS USUALLY AROUND 5:30. RESIDENTS ARE EXPECTED TO LOOK AT THEIR SCHEDULE THE NIGHT BEFORE AND BE PREPARED TO BE DOWNSTAIRS AT THE TIME LAID OUT ON THE SCHEDULE. IF YOU REQUIRE MORE TIME TO GET READY, YOU ARE RESPONSIBLE FOR GETTING UP EARLIER.

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.:** ***3286A***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Chris Bost

Signature: Chris Bost

Address: 1111 31ST STREET Lubbock TX 79411

Address of Property Owned: 1111 31ST STREET Lubbock TX 79411

Phone Number: 806-781-6208

Email: c.bost@wrenchitforwardlbk.org

Zone Case Number: **3286A** R100474 Recipient 15 of 15

WRENCH IT FORWARD INC
7412 80TH ST

LUBBOCK TX 79424

RECEIVED
MAY 03 2022
BY:

AI# 10737
Regular City Council Meeting
05/24/2022:

8. 8.

Information

Agenda Item

Public Hearing - Planning (District 3): Consider a request for Zone Case 2418-B, a request of Quorum Shopping Center, for a zone change from Restricted Local Retail District (C-2A) Specific Use for a game room to Local Retail District (C-2), at 5102 60th Street, Piedmont Addition, Tract B, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on May 5, 2022, 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 2418-B
Staff Report 2418-B
Documentation 2418-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. 2418-B; A ZONING CHANGE FROM C-2A SPECIFIC USE FOR GAME ROOM TO C-2 ZONING DISTRICT AT 5102 60TH STREET, PIEDMONT ADDITION, TRACT B, 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. 2418-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-2A Specific Use for Game Room** to **C-2** zoning district at **5102 60th Street, Piedmont Addition, Tract B,** 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager
Kristen Sager, Interim Director of Planning

APPROVED AS TO FORM:

Kelli Leisure
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2418-B
May 5, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 2418-B
City Council Meeting	May 24, 2022

Applicant Quorum Shopping Center

Property Owner Quorum Shopping Center

Council District 3

Recommendations
- Staff recommends Approval.

Prior Board or Council Action
- May 28, 1957: This property was annexed and zoned Transition District (T) through Ordinance No. 2200.
- August 22, 1957: Ordinance No. 2273; Zone Case 0648. This property was rezoned from T to Single-Family District (R-1).
- July 12, 1984: Ordinance No. 8628; Zone Case 2481. This property was rezoned from R-1 to Restricted Local Retail District (C-2A), Specific Use for a shopping center.
- April 8, 1993: Ordinance No. 9604; Zone Case 2418-A. This property was rezoned from C-2A Specific Use for a shopping center to C-2A Specific Use for a game room.
- May 5, 2022: Zone Case 2418-B: The Planning and Zoning Commission recommended approval for a zone change from Restricted Local Retail District (C-2A) Specific Use for a game room to Local Retail District (C-2) by a vote of 6-0-0.

Notification Summary
- Notifications Sent: 34
- Received In Favor: 1
- Received In Opposition: 4

Site Conditions and History
The subject property was annexed in 1957 and is developed with a shopping center.

Adjacent Property Development
The properties to the north and south are zoned C-2A and are developed with restaurants. The property to the west is zoned General Retail District (C-3) and is developed with the South Plains Mall. The properties to the east are zoned Single Family District (R-1) and are developed with residential homes.

Zoning Request and Analysis
Item Summary
The subject property is addressed as 5102 60th Street and is located east of Slide Road and north of 60th Street, Piedmont Addition, Tract B. The applicant requests a zone change from C-2A to C-2.

Current zoning: **Restricted Local Retail District (C-2A), Specific Use**

Requested zoning: **Local Retail District (C-2)**

Intent Statements
The intent of the current C-2A zoning is, "… to provide limited local retail and service commercial uses which

serve one or several neighborhoods. Such districts may be located on existing shallow commercial centers adjacent to thoroughfares."

The intent of the current 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."

The intent of 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 will be along Slide Road, 60th Street and 59th Street. Slide Road is designated as a Principal Arterial, 60th Street is designated as a Collector and 59th Street is designated as a Local Street by the Master Thoroughfare Plan, 2018. Arterial streets are continuous routes whose function is to serve high volume needs of local traffic and regional traffic. Collectors provide access and movement within residential, commercial, and industrial areas. Local Streets provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

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 Future Land Use Map designates this area for "Commercial" land uses. The proposed zone change to C-2 is consistent with this designation and conforms to the principles of the 2040 Comprehensive Plan.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate for this area.

Suitability of Property for Allowed Uses
The property is suitable for the proposed request and will not need any additional public improvements to support the intensity of uses described in C-2 zoning.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Notification Responses

Staff Contacts

Ashley Padilla
Planner
Planning Department
806-775-2107
ashleypadilla@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Allowable Uses: Local Retail (C-2)

Transportation: The proposed development has point of access from Slide Road, 60th Street and 59th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Slide Road, *Minor Arterial, Partially Completed*	R.O.W. 120 feet, three-lane, undivided, paved	R.O.W. 100 feet, five-lane, undivided, paved
60th Street, Collector Street, Completed	R.O.W. 50 feet, two-lane, undivided, paved	R.O.W. 50 feet, two-lane, undivided, paved
59th Street, Local Street, Completed	R.O.W. 50 feet, two-lane, undivided, paved	R.O.W. 50 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

5.5 **District 3**

Case 2418-B: Quorum Shopping Center

Request for a zone change from Restricted Local Retail District (C-2A) specific use for a game room to Local Retail District (C-2), at:

- 5102 60th Street, Piedmont Addition, Tract B.

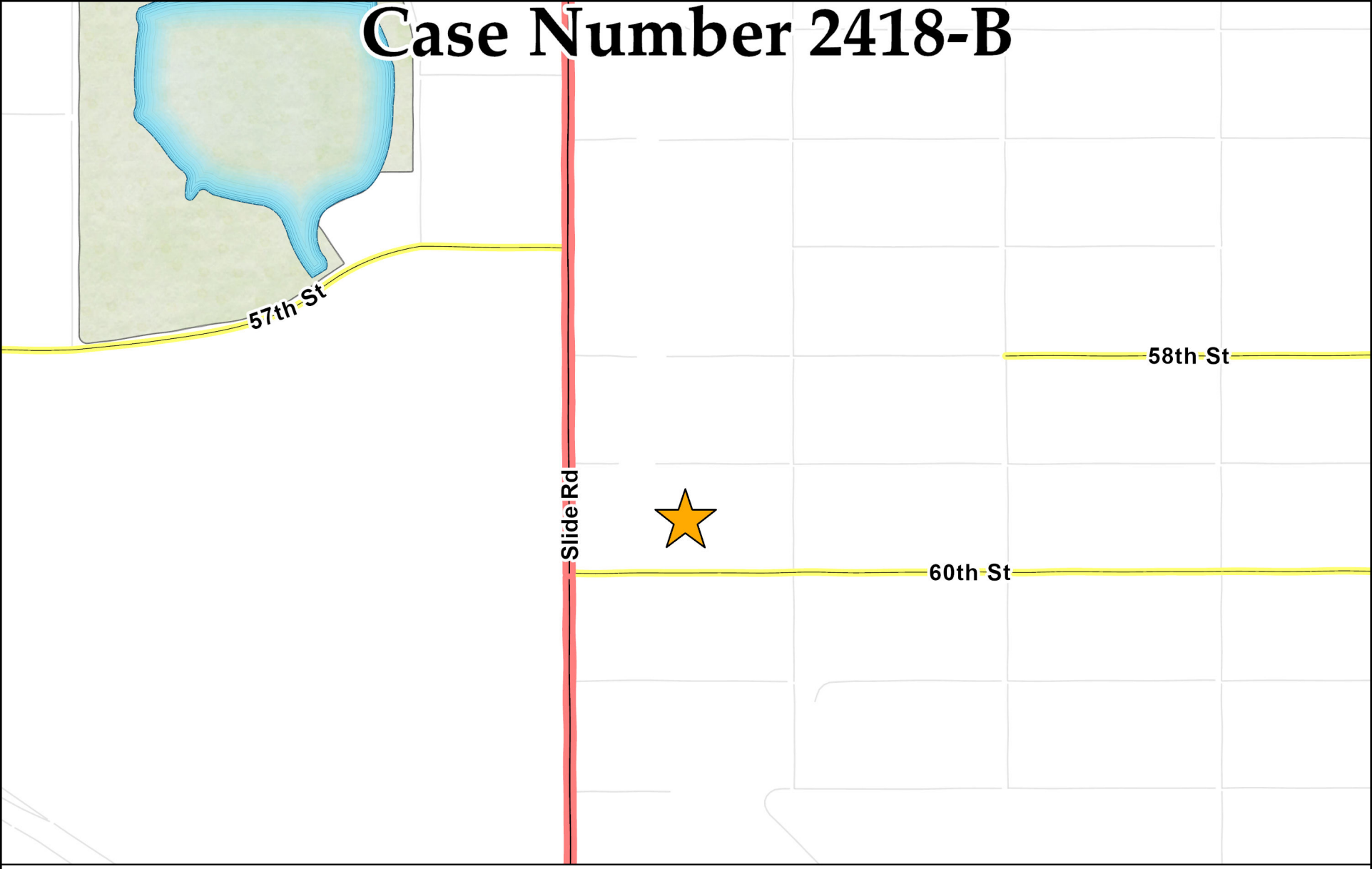
PLANNER ASHLEY PADILLA stated there were thirty-four (34) notifications sent out. There have been four (4) returned in opposition. Three (3) of the opposition letters were concerned about a game room going into the location. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT KAE LILES 8502 Norfolk Avenue stated as the property manager, finding tenants to move into the property with the C-2A zoning is difficult with the large spaces for rent. Ms. Liles added that currently six spaces, of 13, are empty. She is requesting C-2 zoning because it is more inclusive. She also stated they have a deal with Cici's Pizza to not allow tenants serving alcohol to rent out at this location, as they are family-oriented.

No one else spoke in favor or in opposition to the request.

In the matter of **Zone Case 2418-B** a motion was made by **JAMES BELL** and seconded by **TANNER NOBLE** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

Case Number 2418-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
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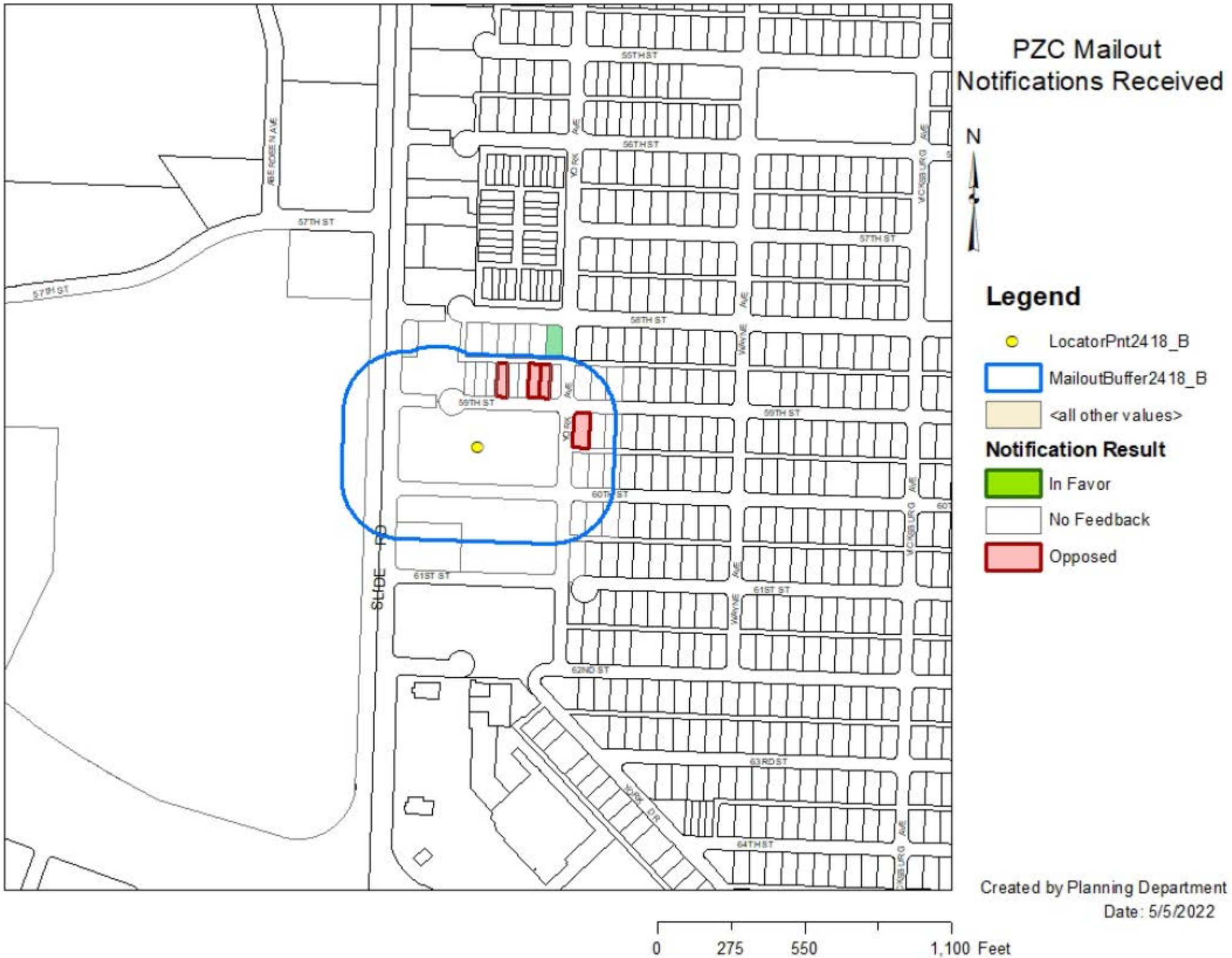
Date Exported: April 2022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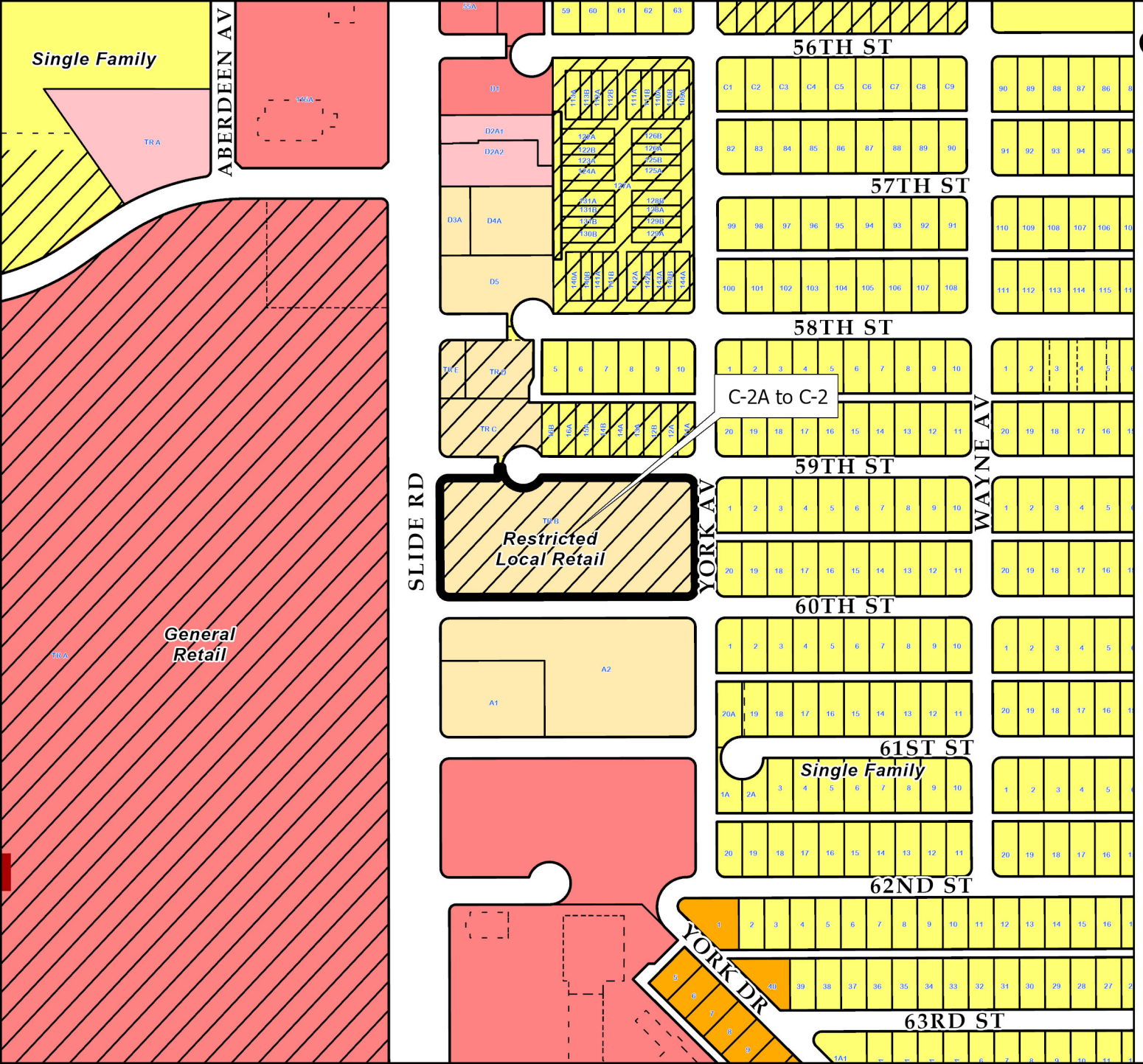
Opposed
55TH ST
56TH ST
57TH ST
58TH ST
59TH ST
60TH ST
61ST ST
62ND ST
63RD ST
64TH ST
57TH ST
SLIDE RD
Created by Planning Department
Date: 5/5/2022
0
275
550
1,100 Feet

Case Number 2418-B



Current Zoning

2418-B

Zoning Districts

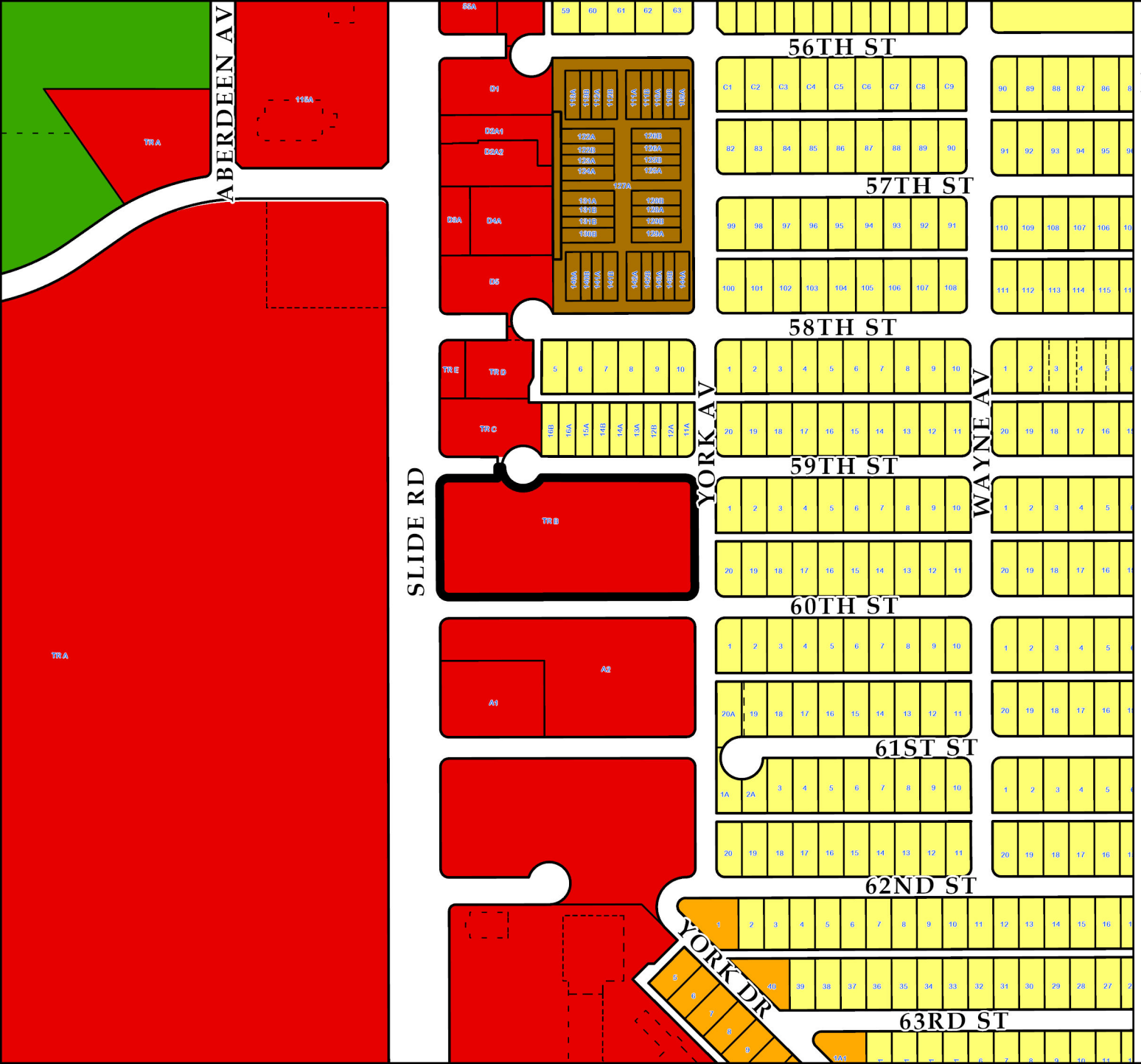
- Restricted Local Retail
- Restricted Local Retail Specific Use
- Local Retail
- General Retail
- General Retail Specific Use
- Commercial
- Single Family
- Single Family Specific Use
- Two Family

N

0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: April 2022



Future Land Use Plan
Case 2418-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

N

0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: April 2022

2418-B

Subject property. View to the north.

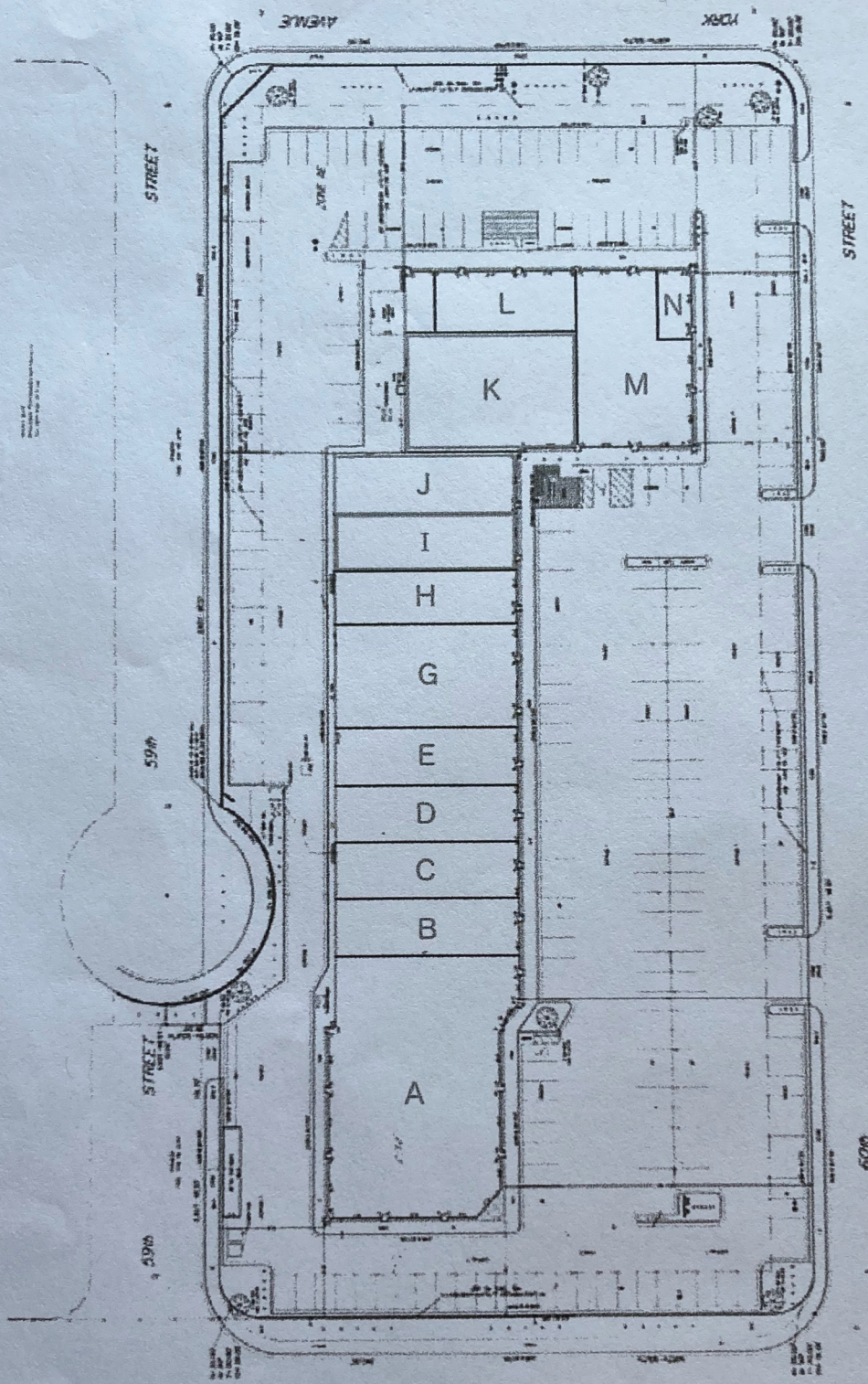
View to the east.

View to the south.

View to the west.

site plan

Quorum Regional Shopping Center



City of Lubbock, TX
Planning Department
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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.:** ***2418-B***

In Favor ____

Opposed ____

Reasons and/or Comments:

Print Name SHEILA A FURDEK

Signature: Sheila A Furdek

Address: _____

Address of Property Owned: _____

Phone Number: 806 743 0034

Email: _____

Zone Case Number: **2418-B** R138832
FURDEK, SHEILA
5104 59TH ST

LUBBOCK TX 79414

Recipient 7 of 34

RECEIVED
MAY 03 2022
BY: _____

This letter is concerning the proposed Game Room on Slide Road. Specifically, in the old Pier One building. As a long time resident of this area, I have witnessed many changes in the revitilization of this corridor. It has become a more inviting place for many families to shop, eat and enjoy.

While I'm not against any business, per se, I cannot help but think some businesses might have a negative effect, on the overall work done, so far. This business would, in fact, be extreamly close to a residential neighborhood. mere yards, from front door to front door.

I've been proud to hear, when visitors come, how they like this area, how much it's changed. I hope our city planners have not lost their long term vision for this project. Please, rethink allowing the types of businesses, that may effect this area negatively.

Sheila A. Fudek

RECEIVED
MAY 03 2022
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name Robert Quant & Hiu Wah Lorena

Signature: _____

Address: 418 Mandarin flyway Cedar Park

Address of Property Owned: 5101, 58th St Lubbock TX 79414 Tx 78613

Phone Number: 806 239 7879

Email: lorenaquant@yahoo.com

Zone Case Number: **2418-B** R110604 Recipient 27 of 34

QUANT ROBERTO &
LORENO HIU WAH
418 MANDARIN FLYWAY

CEDAR PARK TX 78613-4087

RECEIVED
MAY 06 2022
BY: _____

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2418-B***

In Favor ___

Opposed X

Reasons and/or Comments:

This is very close to a family oriented residential neighborhood and I fear it would disrupt our environment to have a Game room in this shopping center.

Print Name Amber Bowman

Signature: Amber Bowman

Address: 5106 59th street

Address of Property Owned: 5106 59th Street Lubbock, TX 79414

Phone Number: 806 777-5047

Email: bowman.amber@icloud.com

Zone Case Number: **2418-B** R138832 Recipient 7 of 34

~~FURDEK, SHEILA~~
~~5101 50TH ST~~

Bowman, Amber
5106 59th Street

LUBBOCK TX 79414

(used a neighbor's paper as I threw mine away)

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.:** ***2418-B***

In Favor ____

Opposed ✓

Reasons and/or Comments:

This is a nice area of town and a nice neighborhood. We don't need all the riff-raff, drugs, crime, all hours of traffic that this business will bring. Not to mention these places make money by paying out CASH illegally and all eventually get raided or robbed because of this. These businesses need to stick with being located on the Slaton Highway, not on Slide Road in a nice neighborhood!

Print Name Russ Liner

Signature: [signature]

Address: 5019 59th St. - property (4303 94th St. Lubbock - Home)

Address of Property Owned: 5019 59th St.

Phone Number: 806-786-3287

Email: russliner00@Gmail.com

Zone Case Number: **2418-B** R113610 Recipient 19 of 34

ABWD PROPERTIES LLC
4303 94TH ST

LUBBOCK TX 79423

From: CityPlanning
To: Ashley Padilla
Subject: FW: Game Room on Slide Road
Date: Wednesday, May 4, 2022 8:00:37 PM

-----Original Message-----
From: Glenda Hataway <glendagh24@suddenlink.net>
Sent: Wednesday, May 4, 2022 6:43 PM
To: CityPlanning <cityplanning@mail.ci.lubbock.tx.us>
Subject: Game Room on Slide Road

<p style="margin:0in;margin-bottom:.0001pt;font-size:16px;font-family:"Times New Roman",serif;text-align:center;">WARNING: This message was sent from outside the City of Lubbock's email system. <p style="margin:0in;margin-bottom:.0001pt;font-size:16px;font-family:"Times New Roman",serif;text-align:center;">It could contain harmful attachments or links to harmful web pages.

My name is Glenda and Jon Hataway
5112 59yh Street
Lubbock, TX 79414
(806)687-5374 cell # (806)790-4194

I misplaced the letter yall sent to me about a game room going in near CC's Pizza on Slide Road. There are 9 townhomes behind the wall back of CC's and we are all over the age of 65 and do not need a place that brings loud noise and sometimes shootings occur in places like that and WE DO NOT NEED ANYTHING LIKE THAT IN OUR AREA!!!! I thought Game Rooms were AGAINST THE LAW???

I VOTE NO FOR IT TO BE PUT IN THAT SMALL SHOPPING CENTER!

Thank you,
Glenda and Jonathan Hataway
5112 59th Street
Lubbock, Texas
(806)6875374 or cell # (806)790-4194

glendagh24@suddenlink.net

City of Lubbock TEXAS

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 5102 · 60th Lubbock, Texas 79414

Lots/Tracts: Piedmont TRB

Survey & Abstract:

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request:

Existing Land Use: Shopping Center Existing Zoning: C-2A

Requested Zoning: C-2

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Quorum Shopping Center

Name: Kae Liles (806 · 787-4024)

Address: 1102 Slide Rd #40 City: Lubbock State: TX

ZIP Code: 79416 Telephone: 806 368-7703 Email: sel@swbell.net

Applicant's Signature: Kae Liles

Date: 3/24/22 Printed Name: Kae Liles

Owner Information

Firm Name: Quorum Shopping Center

Owner: C J. Wheeler III

Address: 1102 Slide Rd #40 City: Lubbock State: TX

ZIP Code: 79416 Telephone: 806 368-7703 Email: jennyco@swbell.net

Property Owner's Signature:

Date: 3/24/22 Printed Name: C J Wheeler III

Preparer Information

Preparer's Signature: Kae Liles

Date: 3/24/22 Printed Name: Kae Liles

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.

Information

Agenda Item

Public Hearing - Planning (District 3): Consider a request for Zone Case 1511-L, a request of Williams and Company Real Estate for Great Minds Enterprises, Inc., for a zone change from Restricted Local Retail District (C-2A) to Local Retail District (C-2), at 4926 50th Street, located north of 50th Street and west of Utica Avenue, Kuykendall Heights Addition, Lot 526 and the east 41 feet of Lot 527, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on May 5, 2022, and recommended denial of the request by a unanimous vote. Therefore, a minimum of 6 out of 7 Council votes are required to approve the request.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 1511-L
Staff Report 1511-L
Documentation 1511-L

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. 1511-L; A ZONING CHANGE FROM C-2A TO C-2 ZONING DISTRICT AT 4926 50TH STREET, LOCATED NORTH OF 50TH STREET AND WEST OF UTICA AVENUE, KUYKENDALL HEIGHTS ADDITION, LOTS 526 AND THE EAST 41 FEET OF LOT 527, 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, with the Commission recommending denial of the proposed changes in zones 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 the 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; and

WHEREAS, the City Council, by three fourths vote in accordance with Section 211.006(f) of the Texas Local Government Code and Section 40.01.005(c)(3) of the City of Lubbock Code of Ordinances, voted to approve the proposed changes in Zoning; **NOW THEREFORE:**

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

ZONE CASE NO. 1511-L

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 **4926 50th**

Street, located north of 50th Street and west of Utica Avenue, Kuykendall Heights Addition, Lots 526 and the east 41 feet of Lot 527, 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 _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager

Kristen Sager, Interim Director of Planning

APPROVED AS TO FORM:

Kelli Leisure

Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC1511-L
May 5, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 1511-L
City Council Meeting	May 24th, 2022

Applicant Williams & Co Real Estate

Property Owner Great Minds Enterprises, INC

Council District 3

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- April 28, 1955: This property was annexed through Ordinance No. 1683.
- November 22, 1955, Zone Case 540: This property was zoned Single-Family District (R-1) through Ordinance No. 1796.
- February 1, 1968, Zone Case 1511: This property was rezoned from Single-Family District (R-1) to Restricted Local Retail District (C-2A) through Ordinance No. 5396.
- May 5, 2022, Zone Case 1511-L: The Planning and Zoning Commission recommended denial for a zone change from Restricted Local Retail District (C-2A) to Local Retail District (C-2) by a vote of 0-6-0.

Notification Summary

- Notifications Sent: 19
- Received In Favor: 0
- Received In Opposition: 2

Site Conditions and History

This property was annexed in 1955 and is developed with a restaurant.

Adjacent Property Development

This property is surrounded by single-family residences zoned R-1 to the north, a retail business zoned C-2 to the east, a thrift store zoned C-3 to the south, and a fast food restaurant zoned C-2A to the west.

Zoning Request and Analysis

Item Summary

The subject property is located at 4926 50th Street, located north of 50th Street and west of Utica Avenue, Kuykendall Heights Addition, Lots 526 and the east 41 feet of Lot 527. The applicant is requesting a zone change from Restricted Local Retail District (C-2A) to Local Retail District (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 is "to provide limited local retail and service commercial uses which serve one or several neighborhoods. Such districts may be located on existing shallow commercial centers adjacent to thoroughfares."

The intent of 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 property is located north of 50th Street, which is designated as a Principal Arterial and west of Utica Avenue, which is designated as a Local Street by the Master Thoroughfare Plan, 2018. Arterials are continuous routes whose function is to serve high volume needs of local and regional traffic.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. It is appropriate adjacent to other local retail uses.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates the subject property for commercial uses. The request for C-2 zoning is consistent with this designation.

Conformance with Zoning Ordinance
The proposed zone change request is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property is suitable for the proposed zoning and will not require additional public improvements to support the intensity of the proposed use.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and Supporting Documentation
I. Notification Responses

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 1511-L

Allowable Uses: Local Retail District (C-2)

Transportation: The proposed development has point of access from 50th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
50th Street, *Principal Arterial*	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

5.4 **District 3**

Case 1511-L: Williams and Co Real Estate for Great Minds Enterprises, Inc.

Request for a zone change from Restricted Local Retail District (C-2A) to Local Retail District (C-2), at:

- 4926 50th Street, located north of 50th Street and west of Utica Avenue, Kuykendall Heights Addition, Lots 526 and the east 41 feet of Lot 527.

PLANNER ASLYN HENRY stated there were nineteen (19) notifications sent out. There were two (2) returned in favor, and one (1) in opposition. The response in opposition stated concerns over safety. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT REPRESENTATIVE NICK EYHORN 4306 42nd Street stated they are requesting C-2 zoning because it is less restrictive than C-2A and matches the zoning for the properties around it. The property owner did not specify to Mr. Eyhorn what his plans were with the property, just that he planned to put it on the market for lease.

OPPOSITION PASTOR DAVID WILSON 4813 116th Street stated it's his opinion that the rezoning request is for a smoke shop, since the applicant owns others. Specifically, he is concerned about the proximity to and temptation of a smoke shop for students at Southcrest Christian School and Stewart Elementary. While not within the 200-foot boundary, you can see the property from Southcrest School grounds.

OPPOSITION COURTNEY WICKS 4918 50th Street, with J. Hoffman's stated the business owners on west 50th worked hard on their nice façade and she is worried that a smoke shop would ruin the aesthetic. Specifically, she was told it would have black splatter paint similar to other businesses owned by the applicant and she does not think it would be appropriate for the location.

OPPOSITION COUNCILMAN JEFF GRIFFITH 4522 22nd Street clarified for the Commission that he is coming off City Council and he is a business owner that would be affected by this zone change. Since he is at the end of his term, the City Attorney advised he could speak. Councilman Griffith is not voting on this case moving forward. He expressed concerns about the value of west 50th depreciating as well as the obvious use as a smoke shop within such close proximity to schools. Councilman Griffith stated that the difference in zoning restrictions of C-2A to the requested C-2 zoning only makes sense if the applicant wants to place a smoke shop at that location.

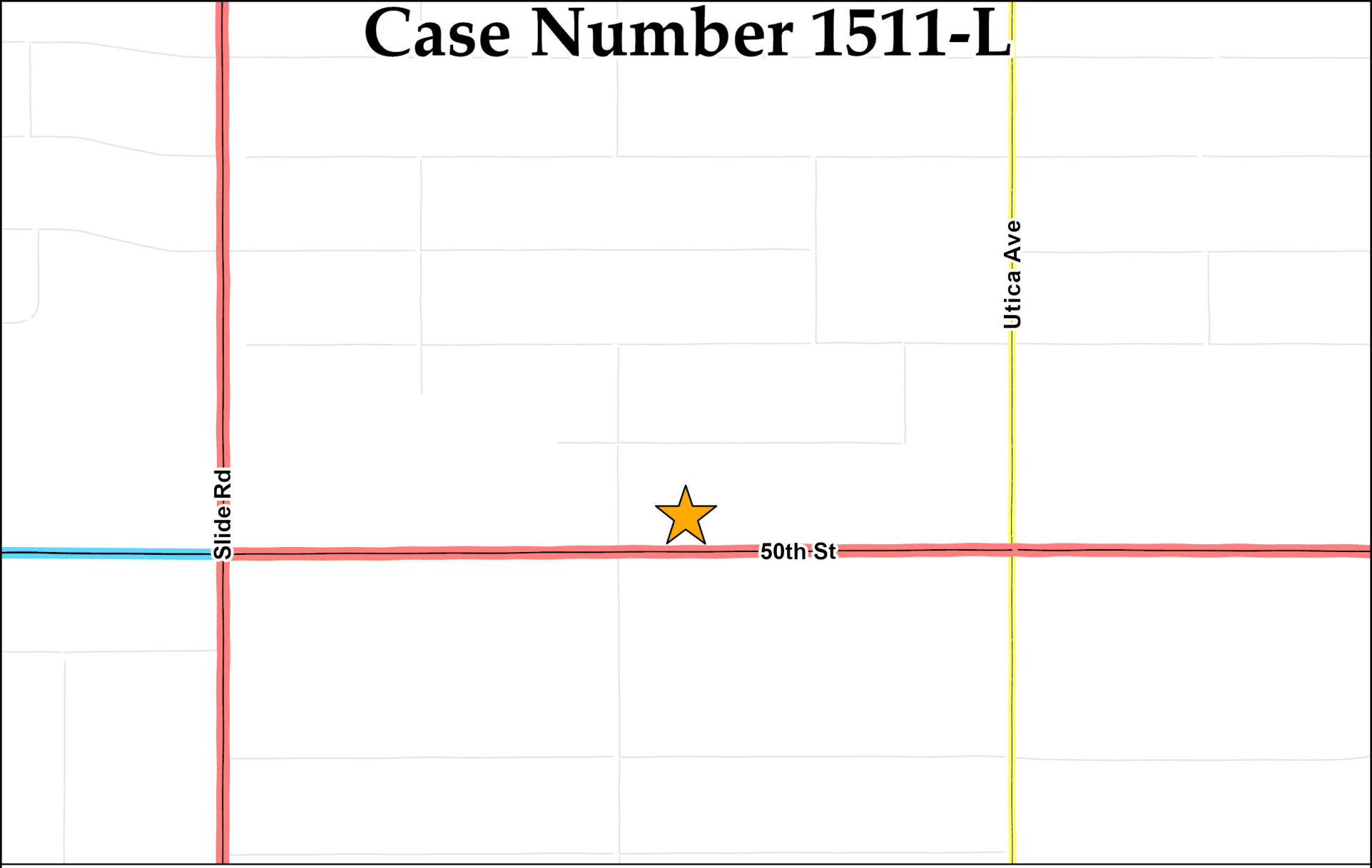
OPPOSITION JOHN AND VICKY HOFFMAN 4403 101st Street advised they are concerned for the aesthetic, schools, and feel a smoke shop will bring the neighborhood down in the future.

OPPOSITION KYLE JONES 4816 50th Street, with Mountain Hideaway, stated he is concerned that 50th Street would lose appeal, much like 34th Street has, if the zoning restrictions are changed.

No one spoke in favor of the request.

In the matter of **Zone Case 1511-L** a motion was made by **JAMES BELL** and seconded by **TANNER NOBLE** to approve the request and the Commission members voted 0 (in favor) to 6 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

Case Number 1511-L



Collector
- Completed
- Partial
- Future

Minor Arterial
- Completed
- Partial
- Future

Modified Arterial
- Partial
- Future

Principal Arterial
- Completed
- Partial
- Future

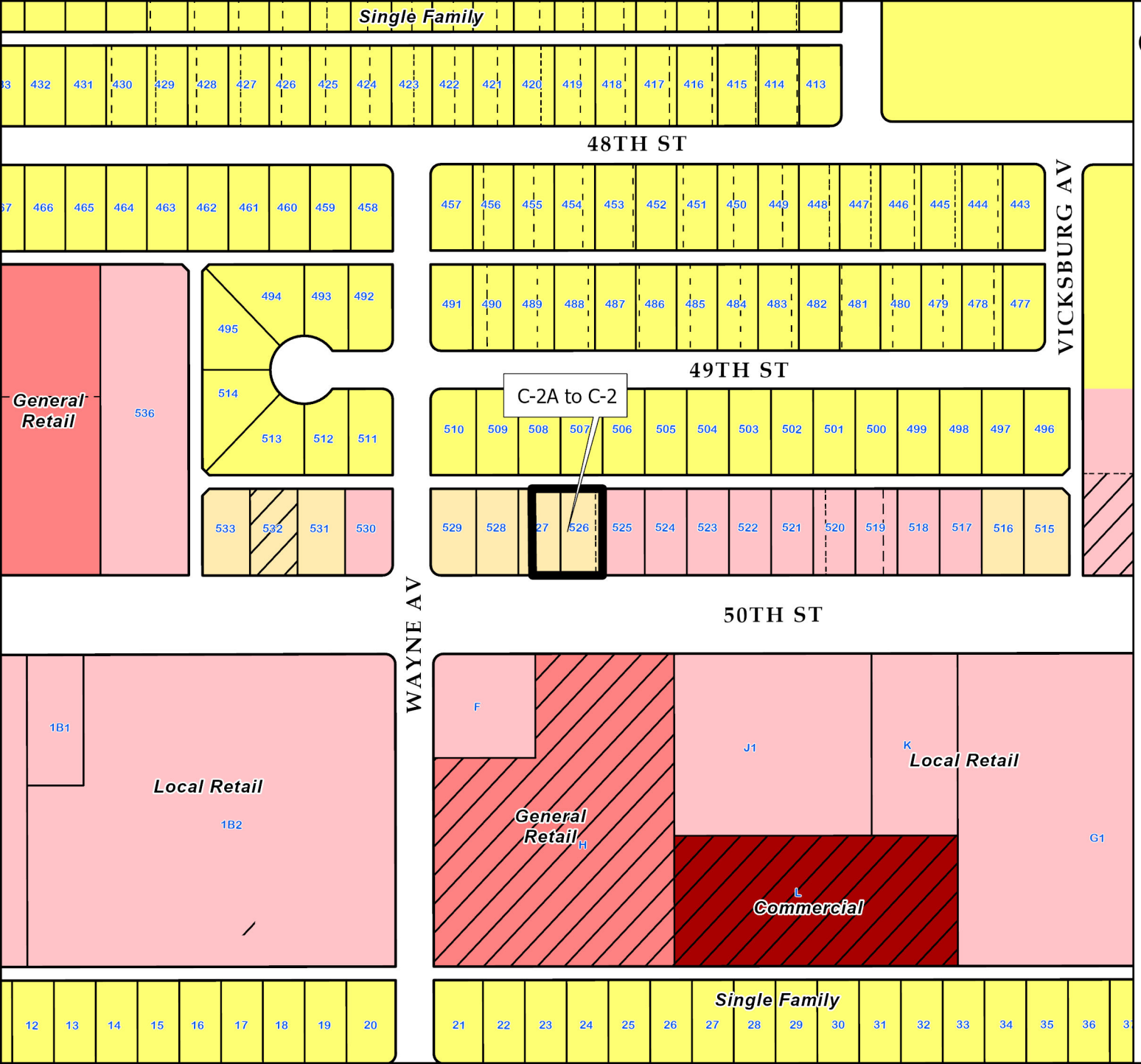
Freeway
- Completed
- Partial
- Proposed Outer Loop

N
W E
S

Date Exported: April 2022

PZC Mailout
Notifications Received
N
Legend
LocatorPnt1511_L
MailoutBuffer1511_L
<all other values>
Notification Result
In Favor
No Feedback
Opposed
LCAD.DBO.TaxParcel
Created by Planning Department
Date: 5/3/2022
0
80
160
320 Feet

Case Number 1511-L



Current Zoning
1511-L
Zoning Districts

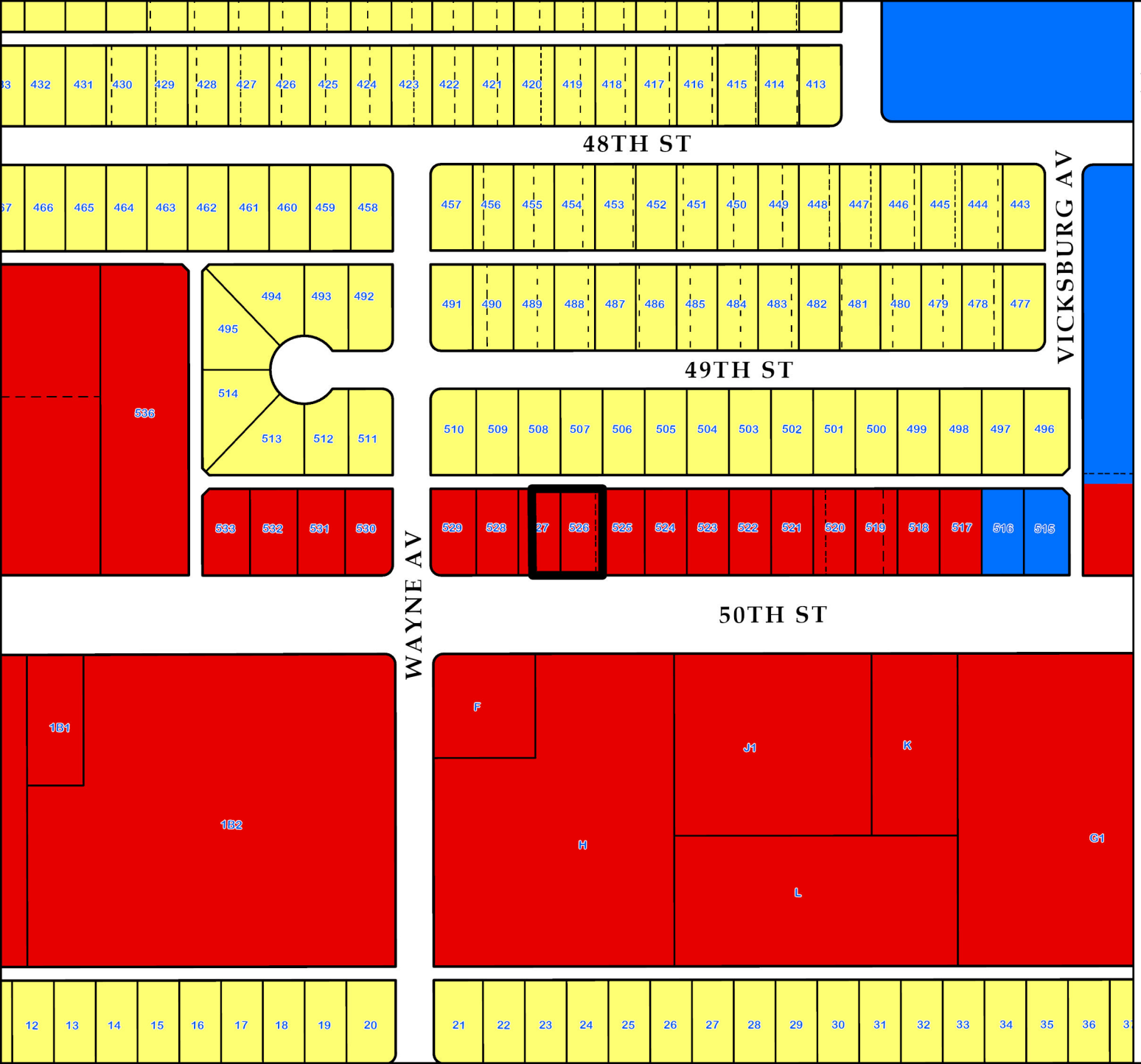
- Restricted Local Retail
- Restricted Local Retail Specific Use
- Local Retail
- Local Retail Specific Use
- General Retail
- General Retail Specific Use
- Commercial Specific Use
- Single Family

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: April 2022



Future Land Use Plan
Case 1511-L

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

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: April 2022

North View—Subject Property.

East View.

South View.

West View.

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.:** ***1511-L***

In Favor ____

Opposed x___

Reasons and/or Comments:

1) I sold this property to the current owner, and would never have gone that route had they told me they were trying to open a smoke shop. I read the zoning for the building when I purchased the building and knew this was not an approved use.
2) I currently own the building next door that is a Taco Bell, and a smoke shop could substantially hurt future business.
3) Most importantly the Taco Bell expires in 2023, and they will not renew with a smoke shop as their neighbor. This will most certainly cause my real estate value to go down significantly
4) The current owner of this property did not change over the utilites after multiple requests until just a couple of weeks ago. In good faith, we kept the utlities on and still have not received the back due expenses or even heard from the new owner.

Print Name Craig Gutow

Signature: Craig Gutow

Address: 6360 LBJ Freeway, Suite 200, Dallas, TX75240

Address of Property Owned: 4928 50th Street, Lubbock, TX

Phone Number: 214-397-0990

Email: craig@gutowco.com

Zone Case Number: **1511-L** R86825 Recipient 8 of 19
AUK VENTURES LLC
6360 LBJ FREEWAY
STE 200

DALLAS TX 75240

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.:** ***1511-L***

In Favor ____

Opposed X

Reasons and/or Comments: It is my understanding the owners have planned to use the 4926 property for a smoke shop. We have been in our location for 47 years and tried to keep our property looking professional. I have seen their other locations and that will not add to the appearance of West 50th. Also Their location would be too close to Southcrest School.

Print Name Jonathan Hoffman

Signature: [signature] 4403 101st Lubbock TX. 79424

Address: 4918 — 4912 50th (West 50th Center)

Address of Property Owned: ↓

Phone Number: 806-789-9329

Email: hoffman3911@sbcglobal.net

Zone Case Number: **1511-L** R86747

HOFFMAN JONATHAN W
4918 50TH ST

LUBBOCK TX 79414-3430

Recipient 1 of 19

RECEIVED
MAY 03 2022
BY:

City of Lubbock TEXAS

Code Enforcement
Citizens Tower - 1314 Ave. K, Fourth Floor
Lubbock, Texas 79457
(806) 775-2193 • Fax: (806) 775-3281

AUK VENTURES LLC
6360 LBJ FREEWAY
STE 200
DALLAS, TX 75240

Case #: February 17, 2022
ZN-2022-080654

You may be unaware that the City has an ordinance governing the continued occupancy and maintenance of structures and premises, to ensure public health, safety, and welfare. The listed violation(s) and respective ordinance was noticed at 4926 50TH ST and is provided following:

- C-2 (702) Permitted Uses
  Section 40.03.1513: No use shall be permitted in this district except as provided for in this section.
  Corrective Action: This location is not zoned for smoke shop. Need to contact Building and safety and also Planning and zoning.

Regrettably, on 2/16/2022, the above violation was cited at 4926 50TH ST. I feel certain you will want to correct this violation as soon as possible. However, if after Ten (10) days from the receipt of this letter the violation has not been corrected, the city may pursue legal action, including but not limited to citations, filing a case before a board, in Municipal or District Court, or abatement incurring the cost of services plus administrative fees.

If you have any questions or feel that you will be unable to comply with this notice, please do not hesitate to call Ysenia Aleman at 806-775-3185. We will be more than happy to assist you.

Thank you for your cooperation.

Respectfully,

Code Enforcement
City of Lubbock

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 4926 50th St, Lubbock TX 79414

Lots/Tracts: KUYKENDALL HTS L 526 & E41'OF 527

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: .301481

Existing Land Use: Vacant Existing Zoning: C-2A

Requested Zoning: C-2

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Williams & Co Real Estate

Name: Nick Eyhorn

Address: 918 Ave J City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-319-1900 Email: nick@wcorealestate.com

Applicant's Signature: _____

Date: 3/30/2022 Printed Name: Nick Eyhorn

Owner Information

Firm Name: Great Minds Enterprises, INC

Owner: Joey Menaldi

Address: 4517 86th St City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-438-0097 Email: ampelectric.jm@gmail.com

Property Owner's Signature: _____

Date: 3-30-22 Printed Name: Joey Menaldi

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.

Information

Agenda Item

Public Hearing - Planning (District 4): Consider a request for Zone Case 1876-A, a request of Wheelhouse Development for WH LBK Lots, LP, for a zone change from Local Retail District (C-2) to General Retail District (C-3), at 8101 Indiana Avenue, Melonie Gardens Addition, Tract A, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends denial of the request. The Planning and Zoning Commission heard this case on May 5, 2022, and recommended approval of a zone change to General Retail District (C-3) instead of the requested Commercial District (C-4) by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 1876-A
Staff Report 1876-A
Documentation 1876-A

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. 1876-A; A ZONING CHANGE FROM C-2 TO C-3 ZONING DISTRICT AT 8101 INDIANA AVENUE, MELONIE GARDENS ADDITION, TRACT A, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 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. 1876-A

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-2** to **C-3** zoning district at **8101 Indiana Avenue, Melonie Gardens Addition, Tract A,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager
Kristen Sager, Interim Director of Planning

APPROVED AS TO FORM:

Kelli Leisure
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC1876-A
May 5, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 1876-A
City Council Meeting	May 24, 2022

Applicant Wheelhouse Development

Property Owner WH LBK Lots, LP

Council District 4

Recommendations
- Staff recommends Denial.

Prior Board or Council Action
- September 11, 1958: This property was annexed and zoned Transition District (T) through Ordinance No. 2535.
- June 11, 1959: Ordinance No. 2813; Zone Case 0769. This property was rezoned from T to Single-Family District (R-1).
- July 11, 1968: Ordinance No. 5482; Zone Case 1536. This property was rezoned from R-1 to Single-Family District (R-1) Specific Use.
- March 8, 1973: Ordinance No. 6569; Zone Case 1876. This property was rezoned from (R-1) Specific Use to Local Retail District (C-2).
- May 5, 2022: Zone Case 1876-A: The Planning and Zoning Commission recommended approval for a zone change from Local Retail District (C-2) to General Retail District (C-3) by a vote of 6-0-0.

Notification Summary
- Notifications Sent: 18
- Received In Favor: 0
- Received In Opposition: 1

Site Conditions and History
The subject property was annexed in 1958 and developed with a commercial building in 1973.

Adjacent Property Development
The properties to the east, south, and west are zoned Local Retail District (C-2). To the east is an office building, to the south is a restaurant, and to the west is a shopping center. The property to the north is zoned Two Family District (R-2) and is developed with duplexes.

Zoning Request and Analysis
Item Summary
The subject property is addressed as 8101 Indiana Avenue and is located east of Indiana Avenue and south of 81st Street, Melonie Gardens Addition, Tract A. The applicant requested a zone change from C-2 to C-4 for a drive thru coffee restaurant.

Current zoning: **Local Retail District (C-2)**

Requested zoning: **Commercial District (C-4)**
***The PZC recommended approval of General Retail District (C-3)**

Intent Statements
The intent of the current 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."

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. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered."

Traffic Network/Infrastructure Impacts
The proposed rezoning location will be along Indiana Avenue and 81st Street. Indiana Avenue is designated as a Principal Arterial and 81st Street is designated as a local street by the Master Thoroughfare Plan, 2018. Arterial streets are continuous routes whose function is to serve high volume needs of local traffic and regional traffic. Local streets provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property
The proposed zoning would not be compatible with the surrounding area and will change the character of the existing development as there is a residential neighborhood to the north of the subject property.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for "Commercial" land uses. The proposed zone change to C-3 is consistent with this designation, but would not be in conformance to the principles of the 2040 Comprehensive Plan.

Conformance with Zoning Ordinance
The proposed zoning request is not in conformance with the zoning ordinance and would not be appropriate for this area.

Suitability of Property for Allowed Uses
The property would not be suitable for the zone change request with a neighborhood directly to the north.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Notification Responses

Staff Contacts

Ashley Padilla
Planner
Planning Department
806-775-2107
ashleypadilla@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Allowable Uses: General Retail District (C-3)

Transportation: The proposed development has point of access from Indiana Avenue and 81st Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Indiana Avenue, *Principal Arterial, Completed*	R.O.W. 120 feet, three-lane, undivided, paved	R.O.W. 100 feet, five-lane, undivided, paved
81st Street, Local, Completed	R.O.W. 56 feet, two-lane, undivided, paved	R.O.W. 56 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

5.6 **District 4**

Case 1876-A: Wheelhouse Development for WH LBK Lots, LP

Request for a zone change from Local Retail District (C-2) to Commercial District (C-4), at:

- 8101 Indiana Avenue, Melonie Gardens Addition, Tract A.

PLANNER ASHLEY PADILLA stated there were eighteen (18) notifications sent out. There has been one (1) returned in opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends denial of this request.

APPLICANT REPRESENTATIVE CORY DULIN 6515 68th Street, with AMD Engineering, stated that he believes the zone request was a staff recommendation, and added that Sonic was a similar use and hard to zone. **INTERIM DIRECTOR OF PLANNING KRISTEN SAGER** clarified that the zoning of C-4 was required for a restaurant that has no indoor seating. Mrs. Sager also stated that staff had multiple conversations with Wheelhouse Development and encouraged them to add a table and chairs, so they would not require the C-4 zoning. She also clarified that every Sonic in the city has either C-4 zoning or C-3 with a conditional use that would have to be approved through the Zoning Board of Adjustment.

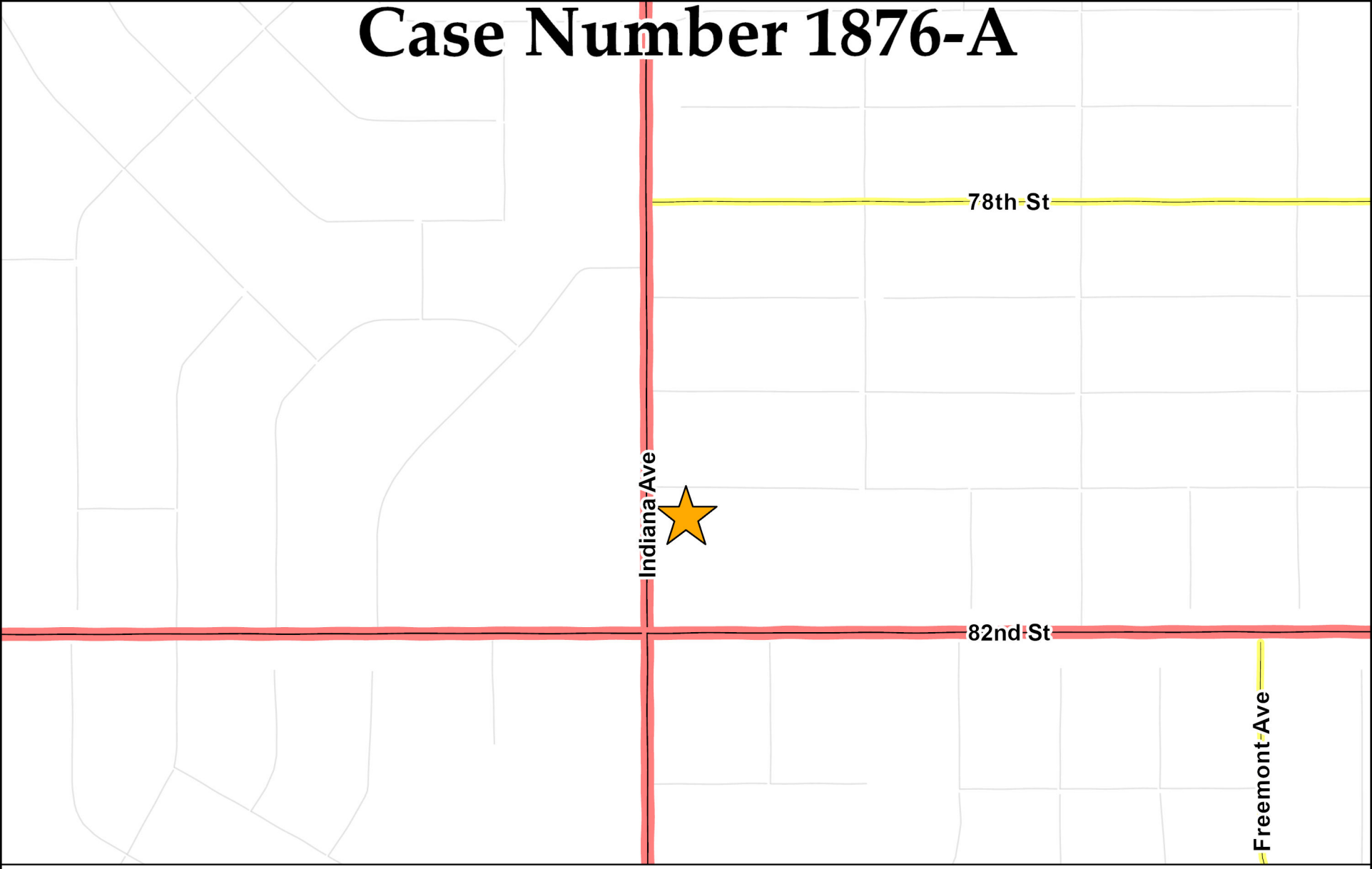
OWNER DAX REINITZ of Wheelhouse Development advised he is willing to rezone to C-3 and obtain a conditional use through the Zoning Board of Adjustment. He also plans to ask for a variance to the

setbacks from the Zoning Board of Adjustment. If that is granted, the building would be centered, and the drive-through would be entered from Indiana on the south side of the building, exiting onto 81st Street.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 1876-A** a motion was made to approve (C-3) zoning by **TANNER NOBLE** and seconded by **JAMES BELL** to approve C-3 zoning instead of the requested C-4 and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

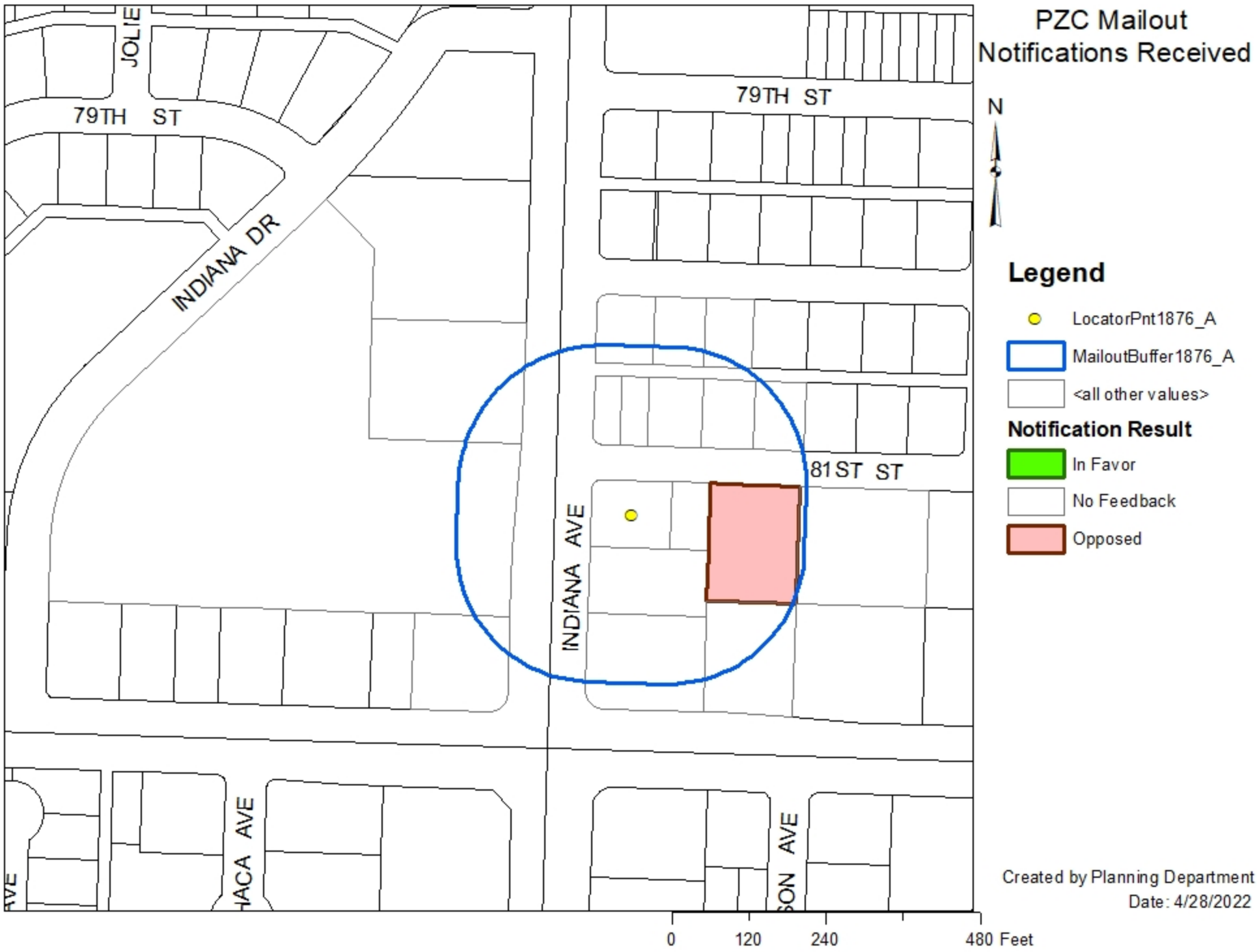
Case Number 1876-A



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: April 2022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Notifications Received
N
Legend
LocatorPnt1876_A
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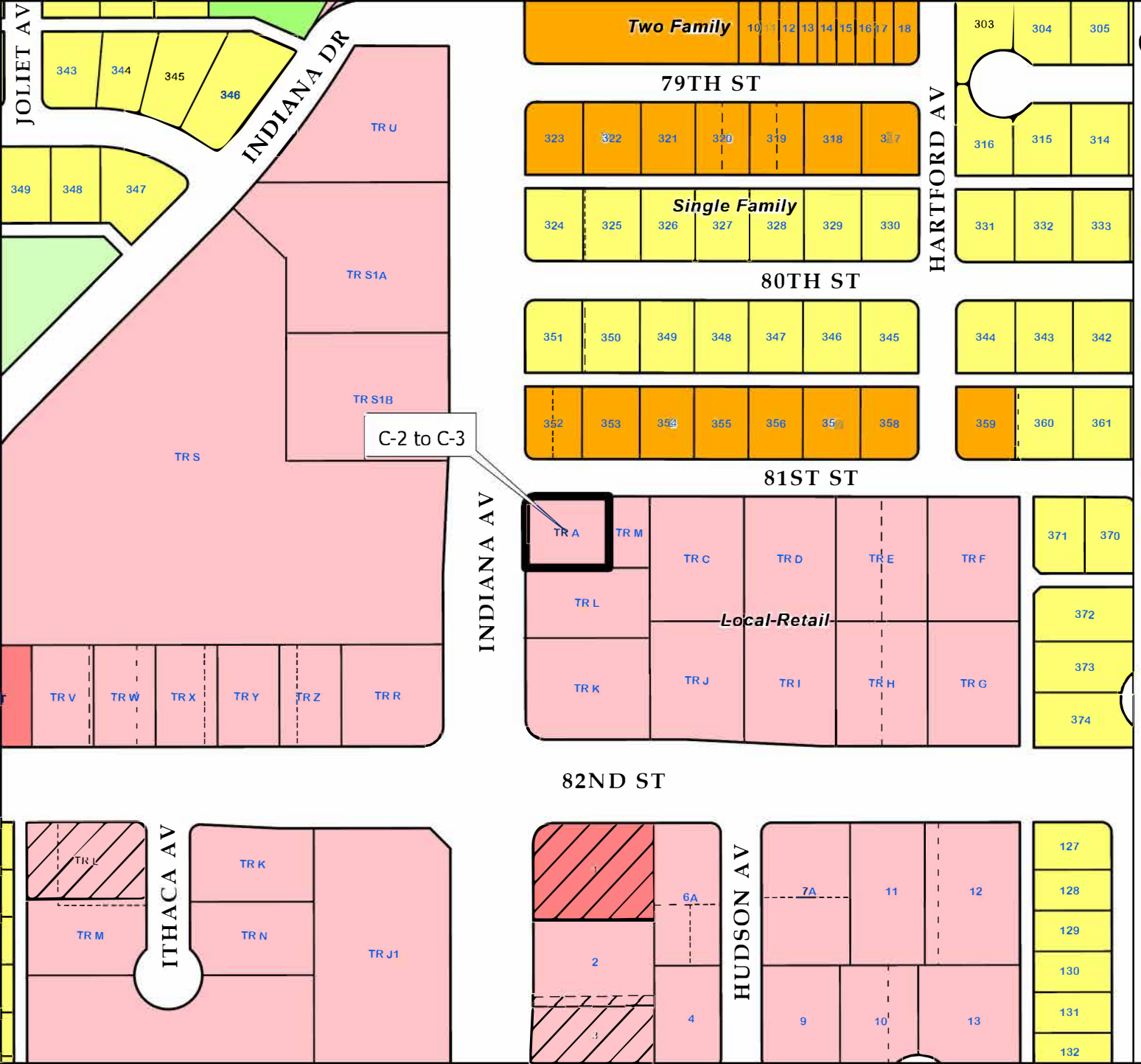
Notification Result
In Favor
No Feedback
Opposed
79TH ST
79TH ST
JOLIET
INDIANA DR
81ST ST
INDIANA AVE
HACA AVE
SON AVE
AVE
Created by Planning Department
Date: 4/28/2022
0
120
240
480 Feet

Case Number 1876-A


JOLIET AV
INDIANA DR
343
344
345
346
349
348
347
TR U
TR S1A
TR S1B
TR S
TR V
TR W
TR X
TR Y
TR Z
TR R
Two Family
10
11
12
13
14
15
16
17
18
79TH ST
323
322
321
320
319
318
317
Single Family
324
325
326
327
328
329
330
80TH ST
351
350
349
348
347
346
345
352
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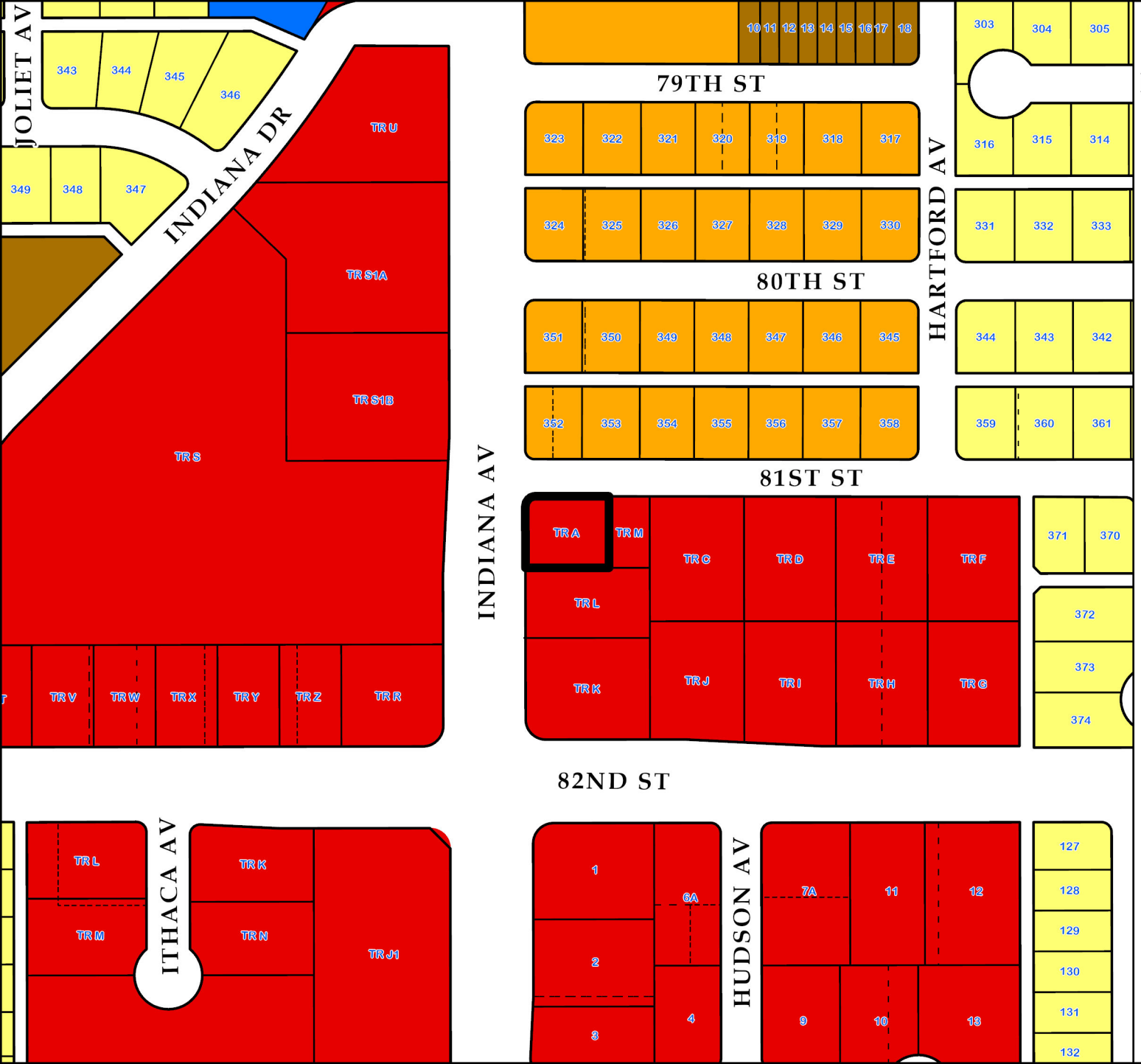
356
357
358
303
304
305
316
315
314
331
332
333
344
343
342
359
360
361
HARTFORD AV
C-2 to C-3
81ST ST
INDIANA AV
TR A
TR M
TR C
TR D
TR E
TR F
TR L
Local-Retail
TR K
TR J
TR I
TR H
TR G
371
370
372
373
374
82ND ST
ITHACA AV
TR L
TR K
TR M
TR N
TR J1
6A
2
4
HUDSON AV
7A
11
12
9
10
13
127
128
129
130
131
132
Current Zoning
1876-A
Zoning Districts
Family Apartment
High Density Apartment
Local Retail
Local Retail Specific Use
General Retail
General Retail Specific Use
Single Family
Two Family
N
0
100
200
300
Feet
City of Lubbock TEXAS
Date Exported: April 2022



Future Land Use Plan
Case 1876-A

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

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: April 2022

1876-A

Subject property. View to the east.

View to the north.

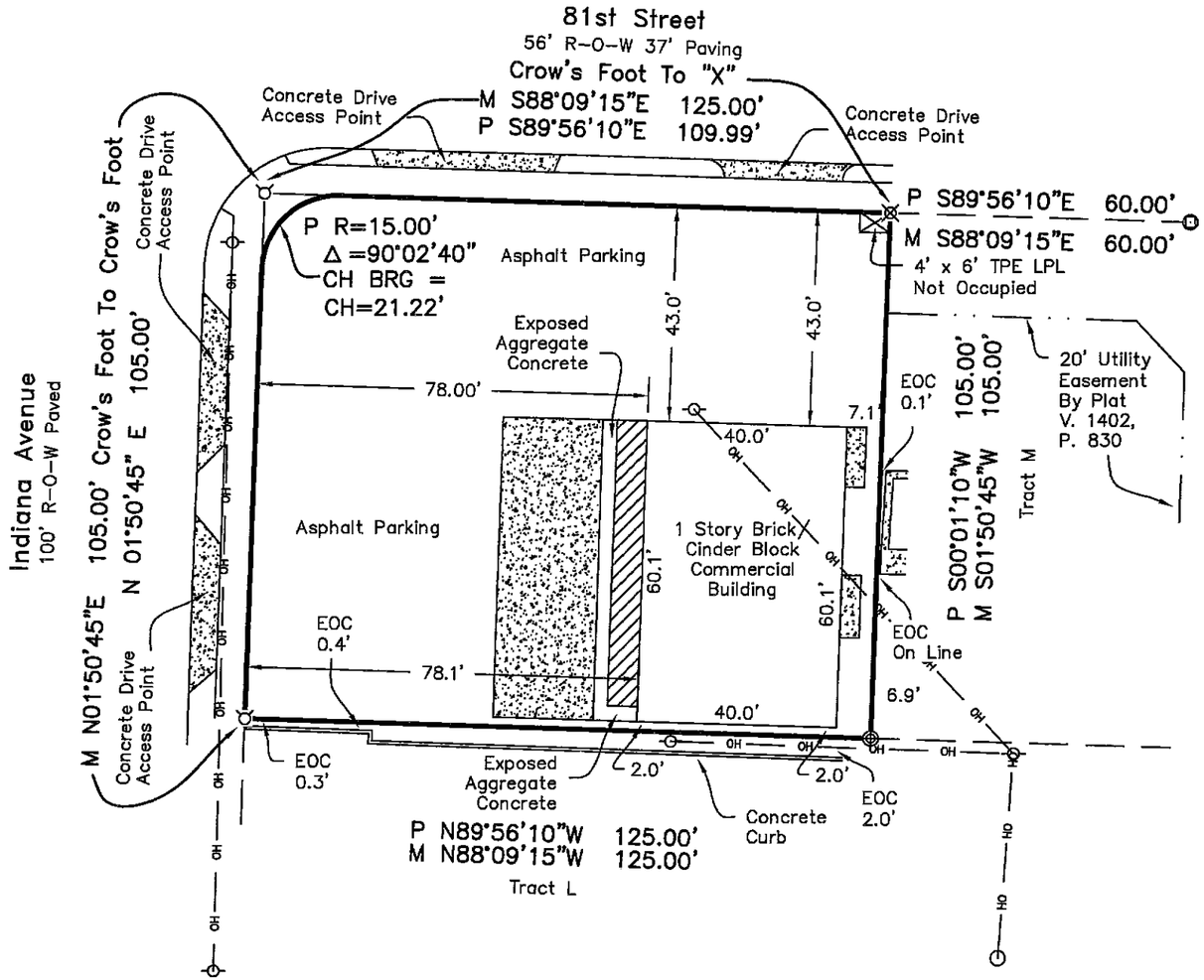
View to the south.

View to the west.

Mortgage Title Survey

Tract "A", MELONIE GARDENS ADDITION to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof, recorded in Volume 1402, Page 830, Deed Records, Lubbock County, Texas

8101 Indiana Avenue



- Fd. 3/8" Iron Rod
- Cut "X" In Concrete
- Cut Crow's Foot
- Set 1/2" Rod With Green Cap
- Power Pole
- OH — Overhead Power Line
- Concrete

P – Plat
M – Measured
EOC – Edge of Concrete

Surveyor's Report

This Plat is based on a survey made on the ground July 23, 2021.

Monuments shown as found on this survey were accepted by this surveyor as controlling evidence due to substantial agreement with Record Documents and are not considered as Monuments of Record Dignity unless so noted.

No Substantial Discrepancies between Record Documents and conditions as found on the ground were uncovered on this survey unless noted.

This surveyor has relied on the Title Commitment for GF# 2021-0925 effective date July 21, 2021 prepared by Fidelity National Title Insurance Company for record title and easement information. Easemet listed are as shown on plat and Tile Commitment as referenced above.

Measured Bearings are based on the Texas North Central Zone Coordinate System. NAD 83.

Blanket Garbage Collection Easement Dedicated by Plat.

STATE OF TEXAS REGISTERED J.M. CIESZINSKI 4460 PROFESSIONAL LAND SURVEYOR

J.M. CIESZINSKI, RPLS # 4460

PLAT SHOWN AS SURVEYED ON THE GROUND

July 25, 2021

Revised September 10, 2021
20' Easement

Revised September 23, 2021
Referenced Title Commitment

Scale: 1"=30'

Surveyed For:
Lubbock Abstract
GF#: 2021-0925
Buyer: Wheelhouse Development

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7670
Count on It

TEXAS SURVEYING FIRM NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368

S:\COORDINATES\PI'S\Lubbock\MELONIE GARDENS\TractA Melonie Gardens.dwg, 9/23/2021 10:21:04 AM

WHEELHOUSE
COMMERCIAL DEVELOPMENT

6502 Slide Road STE #200
Lubbock, TX 79424
wheelhousetexas.com

March 31, 2022

ATTN: Kristen Sager, MPA
Planning and Zoning Manager
City of Lubbock Planning Department
1208 14th St.
Lubbock, TX 79401

Rezoning application for 8101 Indiana Ave

Dear Ms. Sager,

We are applying for a zone change from C-2 to C-4 for our property at 8101 Indiana Ave. This site was formerly a Schlotzky's restaurant. Our intent is to demo the old Schlotzky's building and develop a drive-thru coffee concept use on the site (similar to Dutch Bros).

It is our understanding that the proposed drive-thru coffee concept use will be allowed by right on this site once the new Unified Development Code (UDC) goes into effect. Our initial plan was to wait for the UDC to take effect, but with its adoption being postponed, we'd like to move forward with this rezoning application. We trust the Planning and Zoning Commission and City Council will support our zone change and allow us to move forward with this development, which will bring an excellent coffee / beverage concept to the neighborhood and the market.

Included with this letter are:

- Completed and signed application
- Site survey from 2021

Please let us know if we can help provide anything further.

Thank you,

Garrett Haley
Project Manager
D: 806.722.1022

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.:** ***1876-A***

In Favor ____

Opposed ✓

Reasons and/or Comments:

The permitted uses in the C-4 district are to broad for this location with it being across the street from residential. If the developer would accept a specific use for the coffee kiosk drive thru and convert back to C-2, if the specific use was abandoned, I would favor that arrangement.

Print Name KIRK SCHNEIDER

Signature: Kirk Schneider

Address: 3810 76TH ST. Lubbock TX 79423

Address of Property Owned: 3315 81ST Street

Phone Number: 806-791-2187

Email: kschneider@ccim.net

Zone Case Number: **1876-A** R135426 Recipient 11 of 18
K SCHNEIDER FAMILY LP
3810 76TH ST

LUBBOCK TX 79423

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 8101 Indiana Ave, Lubbock, TX 79423

Lots/Tracts: Melonie Gardens Tr A

Survey & Abstract: September 2021 Abacus Engineering survey attached

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: 0.301 acres

Existing Land Use: former Schlotzky's Existing Zoning: C-2

Requested Zoning: C-4

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Wheelhouse Development

Name: Garrett Haley

Address: 6502 Slide Road #200 City: Lubbock State: TX

ZIP Code: 79424 Telephone: (806) 722-1022 Email: garrett@wheelhousetexas.com

Applicant's Signature: Garrett Haley

Date: 03/30/2022 Printed Name: Garrett Haley

Owner Information

Firm Name: WH LBK Lots, LP

Owner: Brady Collier

Address: 6502 Slide Road #200 City: Lubbock State: TX

ZIP Code: 79424 Telephone: (806) 722-1200 Email: brady@wheelhousetexas.com

Property Owner's Signature: Brady Collier

Date: 03/30/2022 Printed Name: Brady Collier

Preparer Information

Preparer's Signature: Garrett Haley

Date: 03/30/2022 Printed Name: Garrett Haley

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.

Information

Agenda Item

Public Hearing - Planning (District 4): Consider a request for Zone Case 3257-N, a request of Hugo Reed and Associates, Inc. for 1585 Rocket Partners LLC & 1585 Development LLC, for a zone change from Apartment-Medical District (AM) to Local Retail District (C-2), generally located south of 135th Street and east of Indiana Avenue, on 6.4 acres of unplatted land out of Block AK, Section 1, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on May 5, 2022, 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 3257-N
Staff Report 3257-N
Documentation 3257-N

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-N; A ZONING CHANGE FROM AM TO C-2 ZONING DISTRICT GENERALLY LOCATED SOUTH OF 135TH STREET AND EAST OF INDIANA AVENUE, ON 6.4 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, 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. 3257-N

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 **AM** to **C-2** zoning district **generally located south of 135th Street and east of Indiana Avenue, on 6.4 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 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Interim Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3257-N
May 5, 2022

LAND SURVEYORS
CIVIL ENGINEERS

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

PROPOSED C-2 ZONING
3.1 ACRES

METES AND BOUNDS DESCRIPTION of an approximate 3.1 acre tract of land located in Section 1, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East right-of-way line of Indiana Avenue as dedicated by plat recorded under County Clerk File Number (CCFN) 2018021372 of the Official Public Records of Lubbock County, Texas (OPRLCT), for the most Westerly Southwest corner of this tract, which bears S. 88°13'54" E. an approximate distance of 54.9 feet and N. 01°46'06" E. an approximate distance of 2,951.4 feet from the Southwest corner of Section 1, Block AK;

THENCE N. 01°46'06" E., along the East right-of-way line of said Indiana Avenue, an approximate distance of 430.0 feet to a point for the Southwest corner of Tract "E", Viridian, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under CCFN 2021026352, OPRLCT, and the Northwest corner of this tract;

THENCE S. 88°16'57" E., at approximately 259.0 feet pass the Southeast corner of said Tract "E", continuing for an approximate total distance of 300.0 feet to a point for the Northeast corner of this tract;

THENCE S. 01°46'06" W. an approximate distance of 458.8 feet to a point for the Southeast corner of this tract;

THENCE N. 88°13'54" W. an approximate distance of 50.0 feet to a point;

THENCE N. 83°05'20" W. an approximate distance of 150.6 feet to a point;

THENCE N. 88°13'54" W. an approximate distance of 85.0 feet to a point for the most Southerly Southwest corner of this tract;

THENCE N. 43°13'54" W. an approximate distance of 21.2 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for 1585 Development LLC and Rocket Partners LLC
March 16, 2022

LAND SURVEYORS
CIVIL ENGINEERS

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

PROPOSED C-2 ZONING
3.3 ACRES

METES AND BOUNDS DESCRIPTION of an approximate 3.3 acre tract of land located in Section 1, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East right-of-way line of Indiana Avenue as dedicated by plat recorded under County Clerk File Number (CCFN) 2018021372 of the Official Public Records of Lubbock County, Texas (OPRLCT), for the most Westerly Northwest corner of this tract, which bears S. 88°13'54" E. an approximate distance of 54.9 feet and N. 01°46'06" E. an approximate distance of 2,846.4 feet from the Southwest corner of Section 1, Block AK;

THENCE N. 46°46'06" E. an approximate distance of 21.2 feet to a point for the most Northerly Northwest corner of this tract;

THENCE S. 88°13'54" E. an approximate distance of 85.0 feet to a point;

THENCE N. 86°37'32" E. an approximate distance of 150.6 feet to a point;

THENCE S. 88°13'54" E. an approximate distance of 50.0 feet to a point for the Northeast corner of this tract;

THENCE S. 01°46'06" W., at approximately 233.9 feet pass the North line of the Southwest Quarter of said Section 1, continuing for an approximate total distance of 493.2 feet to a point in the Northern boundary of Tract K, Viridian Estates, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under CCFN 2018021372, OPRLCT, for the Southeast corner of this tract;

THENCE N. 88°16'57" W., along the Northern boundary of said Tract K, an approximate distance of 300.0 feet to a point in the East right-of-way line of said Indiana Avenue, for the Southwest corner of this tract;

THENCE N. 01°46'00" E., along the East right-of-way line of said Indiana Avenue, an approximate distance of 260.1 feet to a point in the North line of the Southwest Quarter of said Section 1;

THENCE N. 01°46'06" E., continuing along the East right-of-way line of said Indiana Avenue, an approximate distance of 204.8 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for 1585 Development LLC and Rocket Partners LLC
March 16, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 3257-N
City Council Meeting	May 24, 2022

Applicant Hugo Reed & Associates

Property Owner 1585 Rocket Partners LLC & 1585 Development LLC

Council District 4

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- December 18, 2014: The northern portion of this property was annexed through Ordinance No. 2014-O0148 and zoned Transition District (T).
- July 9, 2015, Zone Case 3257-A: The annexed portion of this property was rezoned from Transition District (T) to Garden Office District (GO) through Ordinance No. 2015-O0069.
- April 28, 2016: The remaining portion of this property was annexed through Ordinance No. 2016-O0054 and zoned Transition District (T).
- October 13, 2016, Zone Case 3257-B: The remaining portion of the property was rezoned from Transition District (T) to Garden Office District (GO) through Ordinance No. 2016-O0147.
- November 2, 2017, Zone Case 3257-D: These properties were rezoned from Garden Office District (GO) to Apartment-Medical District (AM) through Ordinance No. 2017-O0141.
- May 5, 2022, Zone Case 3257-N: The Planning and Zoning Commission recommended approval for a zone change from Apartment-Medical District (AM) to Local Retail District (C-2) by a vote of 6-0-0.

Notification Summary

- Notifications Sent: 7
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

These properties were annexed in 2014 and 2016 and have remained vacant and unsubdivided.

Adjacent Property Development

This property is surrounded by vacant land zoned Apartment-Medical District (AM) and Local Retail District (C-2) to the north, east, and south; and by an apartment complex zoned High-Density Apartment District (A-2) to the west.

Zoning Request and Analysis

Item Summary

The subject property is generally located south of 135th Street and east of Indiana Avenue, on 6.4 acres of unplatted land out of Block AK, Section 1. The applicant is requesting a zone change from Apartment-Medical District (AM) to Local Retail District (C-2).

Current zoning: **Apartment-Medical District (AM)**

Requested zoning: **Local Retail District (C-2)**

Intent Statements
The intent of the current AM zoning is "to provide for quality medical and related development through proper planning and design. The regulations are intended to produce an attractive environment which will ensure the compatibility between medical and other uses; encourage and protect future development; provide modern facilities for the public; provide proper accessory uses; and promote, stabilize, and enhance the city as a medical center. When proposed development in this district is adjacent to any residentially zoned property, the proposed development shall be designed to provide for maximum compatibility with the adjacent development."

The intent of 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 property is located east of Indiana Avenue, which is designated as a Principal Arterial and south of 135th Street, which is designated as a Local Street by the Master Thoroughfare Plan, 2018. Arterials are continuous routes whose function is to serve high volume needs of local and regional traffic.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. It is appropriate adjacent to existing local retail districts.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates the subject property for commercial and residential low density uses. The request for C-2 zoning is consistent with the commercial designation. Though the request for C-2 is not consistent with low density residential uses, it is appropriate in the proposed location.

Conformance with Zoning Ordinance
The proposed zone change request is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property is suitable for the proposed zoning but may require additional improvements due to the property being unplatted.

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

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 3257-N

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 *Principal Arterial*	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

5.7 **District 4**

Case 3257-N: Hugo Reed and Associates, Inc. for 1585 Rocket Partners LLC & 1585 Development LLC

Request for a zone change from Apartment-Medical District (AM) to Local Retail District (C-2) at:

- Generally located south of 135th Street and east of Indiana Avenue, on 6.4 acres of unplatted land out of Block AK, Section 1.

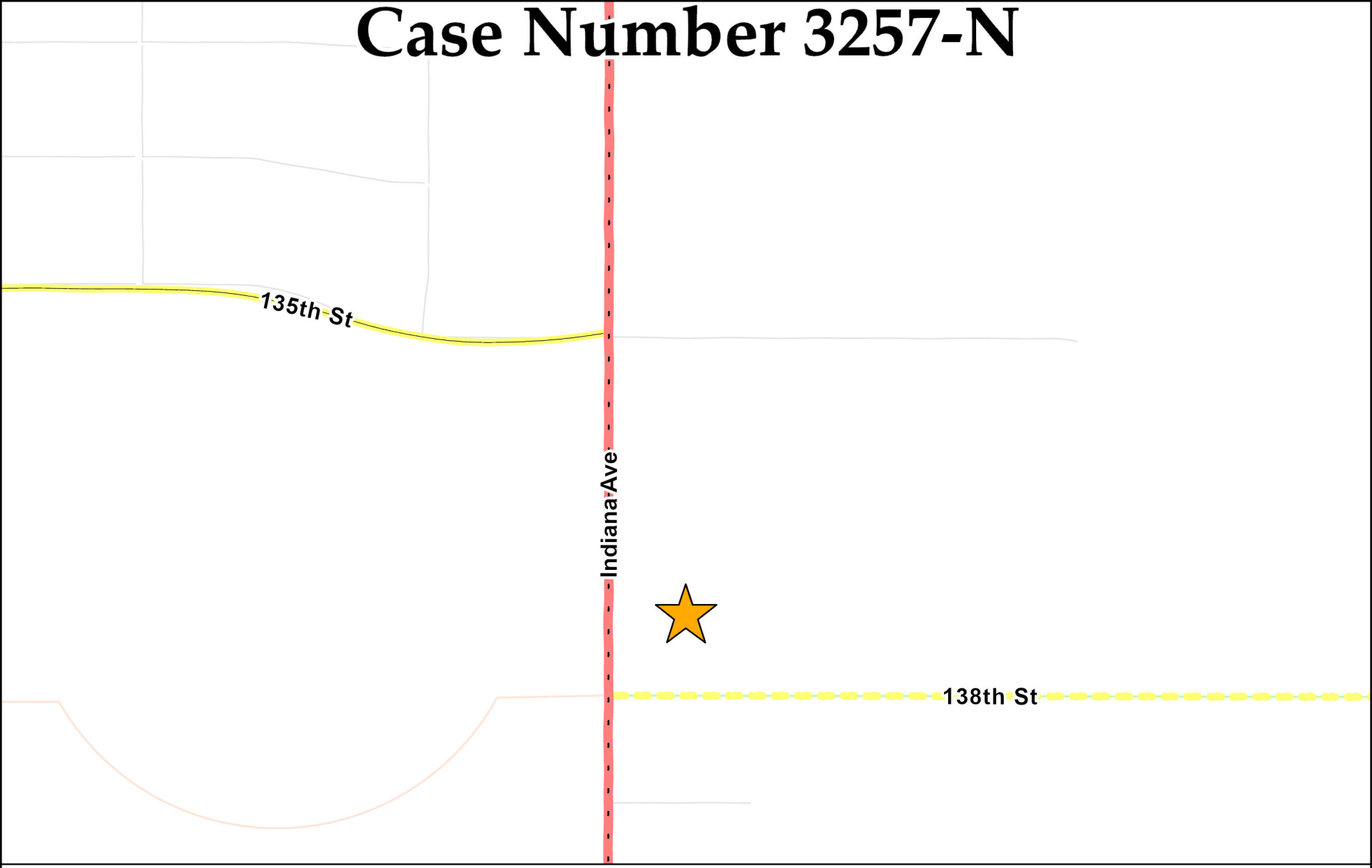
PLANNER ASLYN HENRY stated there were seven (7) notifications sent out. There have been zero returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT THOMAS PAYNE 15309 FM 1730 stated this request stems from the demand for commercial properties on Indiana Avenue. There is a boulevard entrance dividing the land into two tracts, and that boulevard is going to be the main entrance from Indiana. This is a demand-driven zone case, not a speculative one.

No one else spoke in favor or in opposition to the request.

In the matter of **Zone Case 3257-N** a motion was made by **TANNER NOBLE** and seconded by **ABEL HERNANDEZ** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

Case Number 3257-N

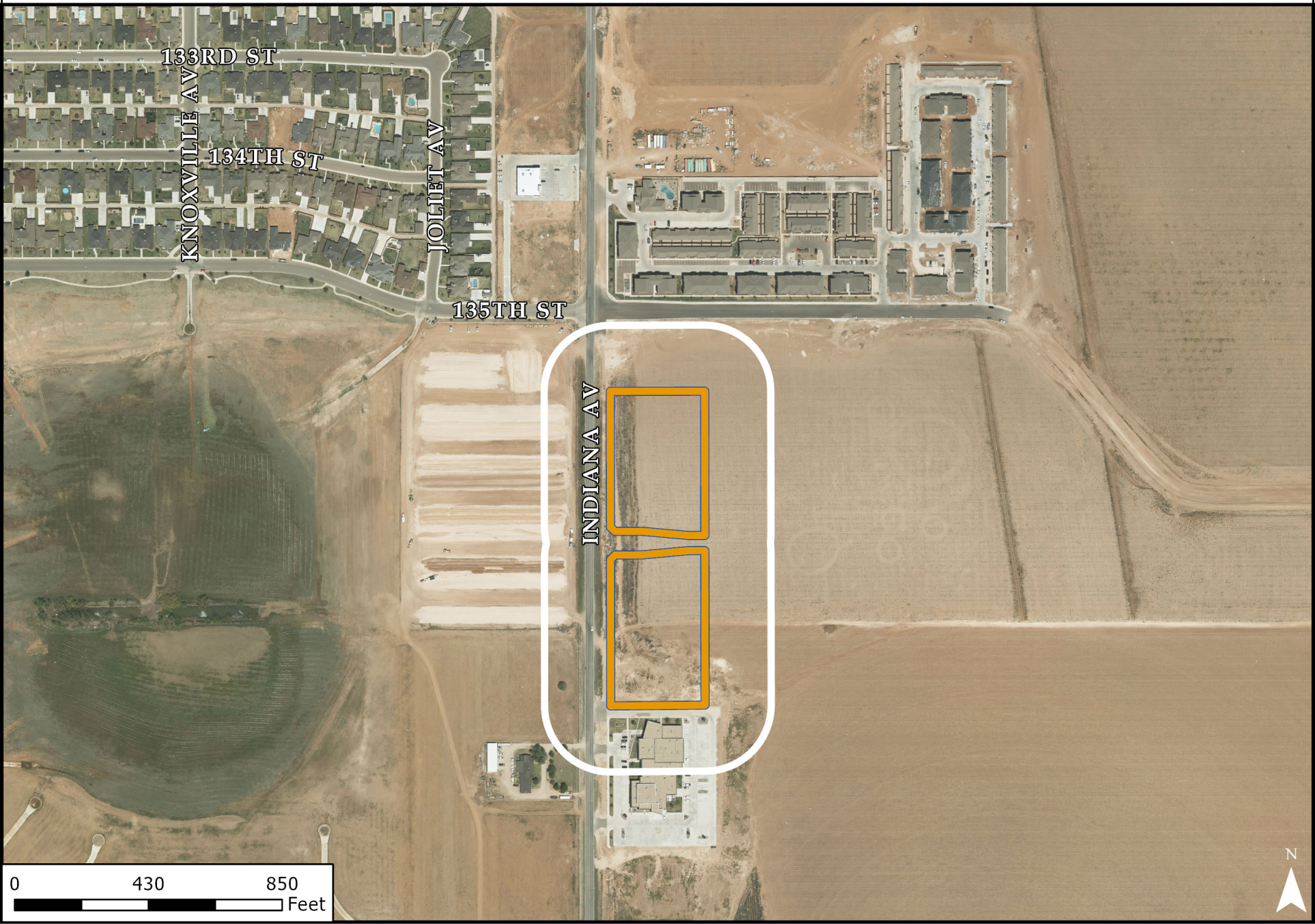


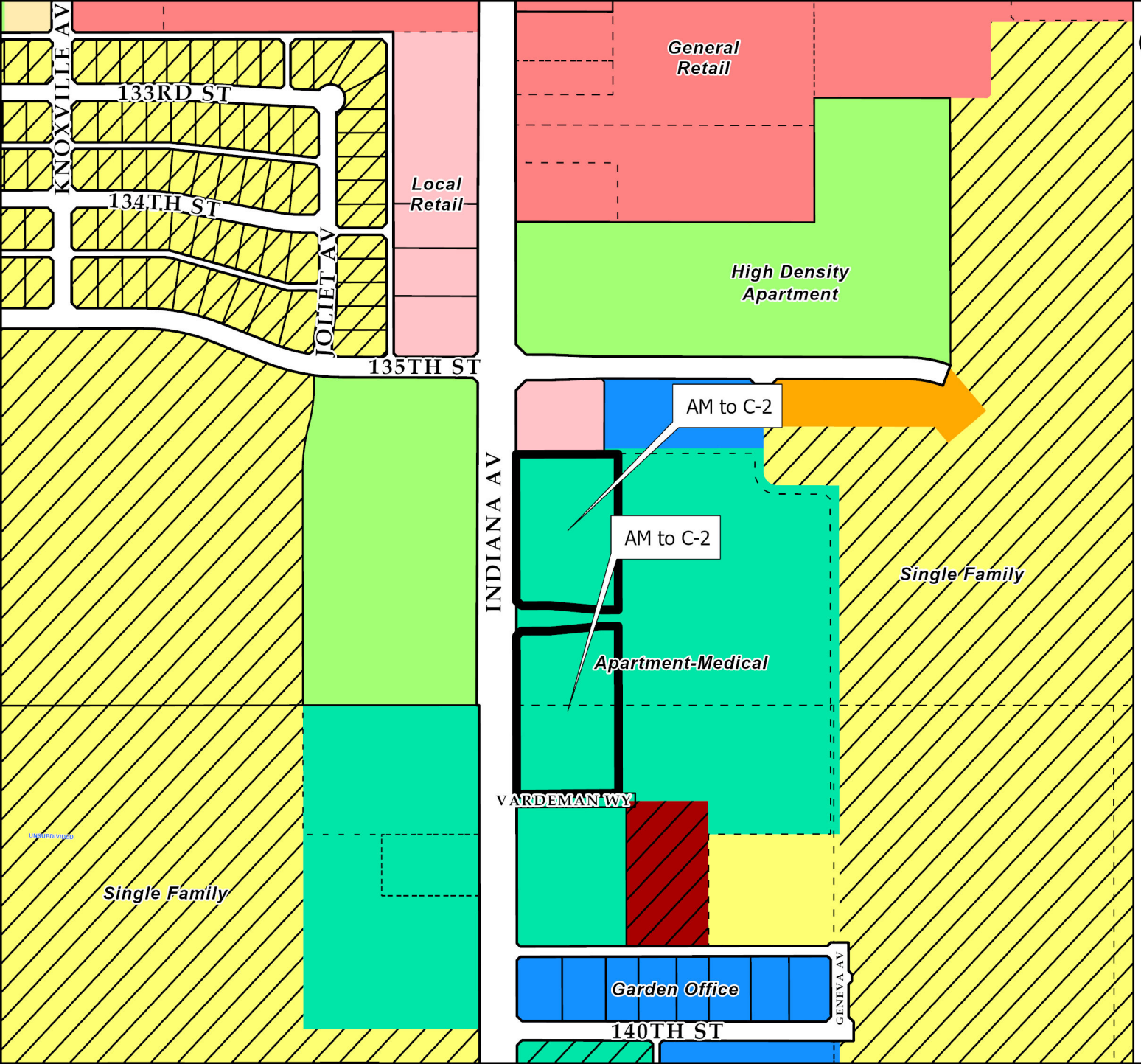
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: April 2022

Case Number 3257-N





Current Zoning

3257-N

Zoning Districts

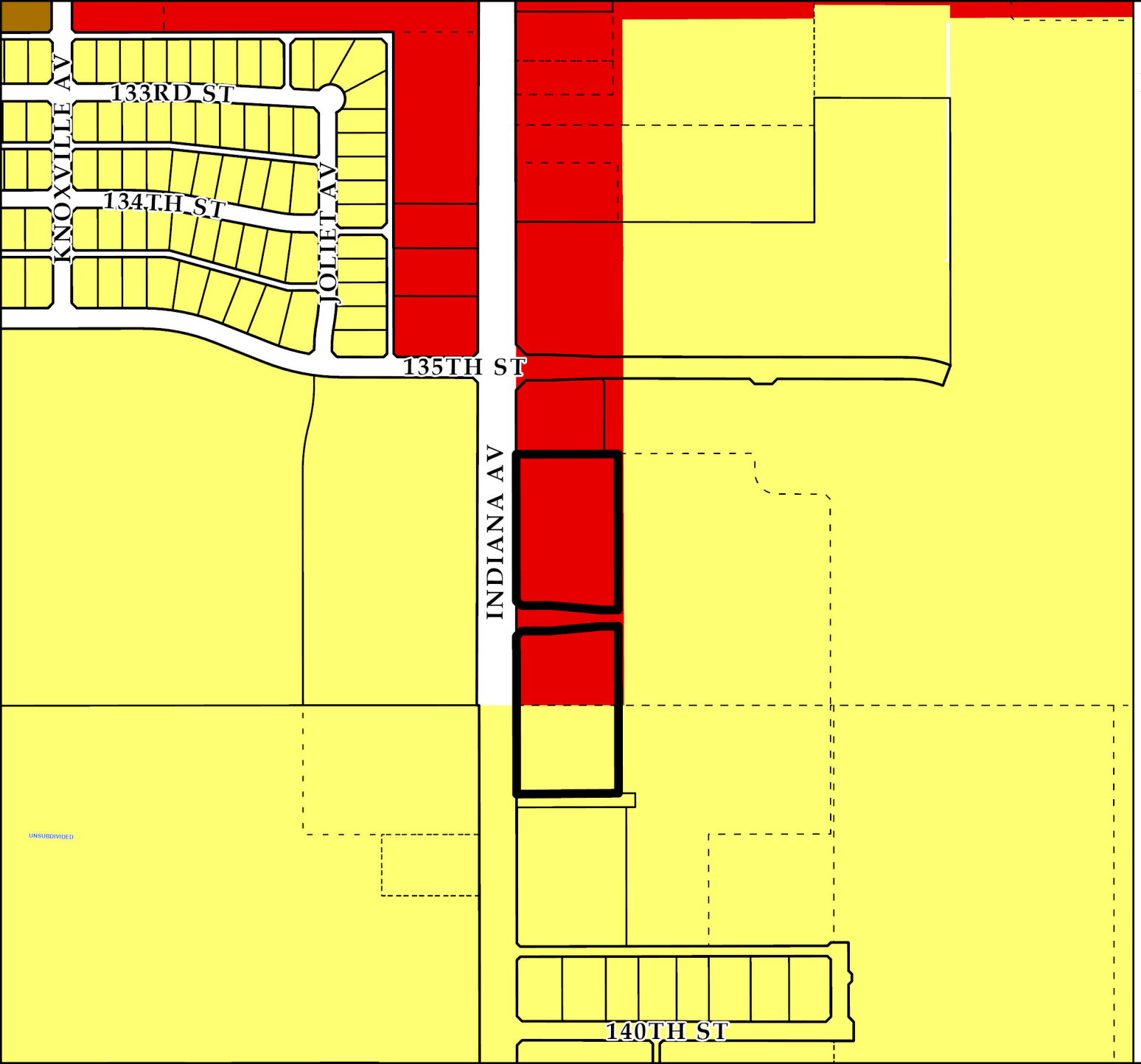
- High Density Apartment
- Apartment-Medical
- Apartment-Medical Specific Use
- Restricted Local Retail
- Local Retail
- General Retail
- Commercial Specific Use
- Garden Office
- Single Family
- Single Family Specific Use
- Two Family

N

0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: April 2022



Future Land Use Plan
Case 3257-N

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

N

0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: April 2022

East View—Subject Property.

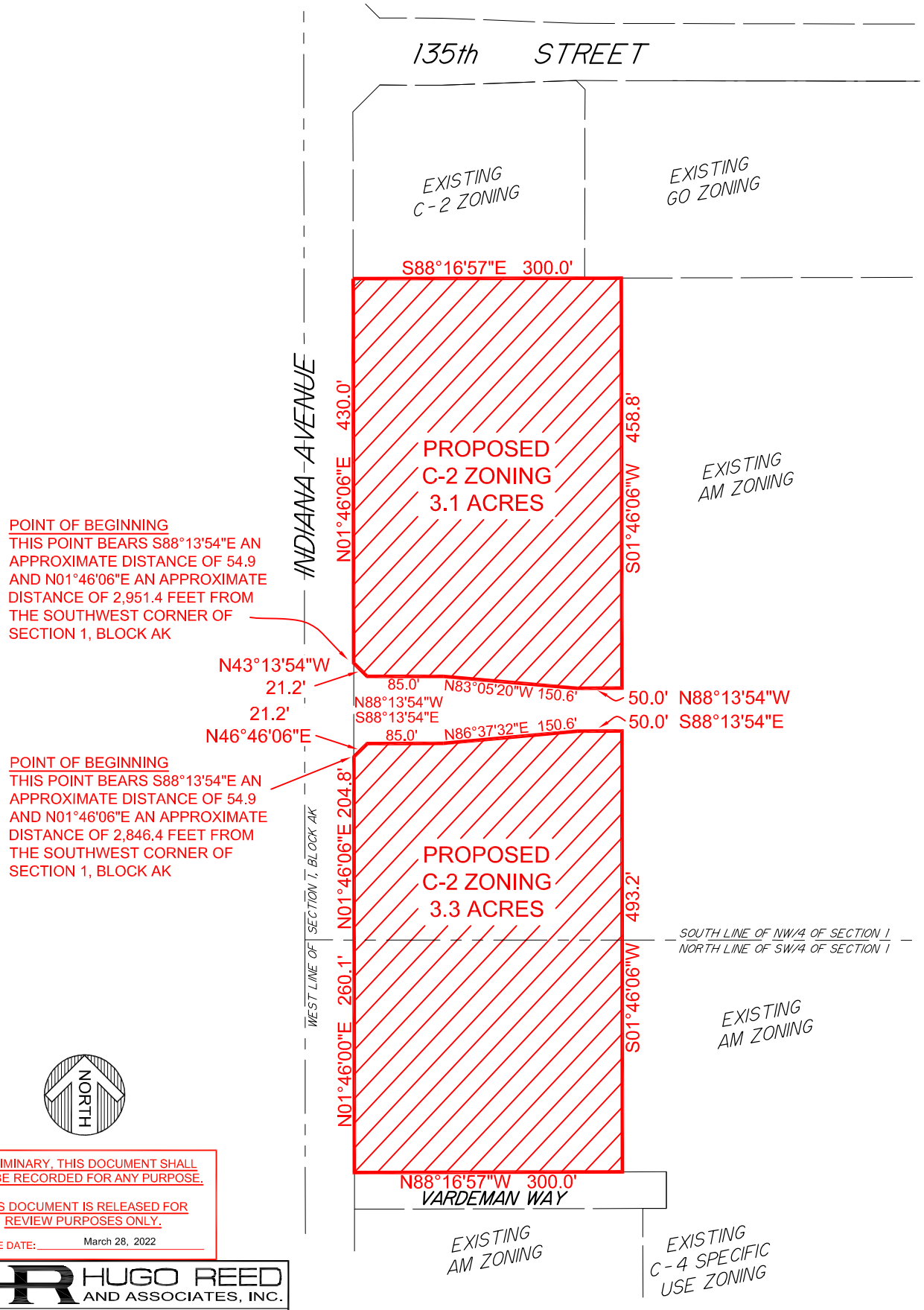
West View.

South View.

North View.

PROPOSED ZONING

LOCATED IN SECTION 1, BLOCK AK



PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

THIS DOCUMENT IS RELEASED FOR REVIEW PURPOSES ONLY.

RELEASE DATE: March 28, 2022

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

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 13701 and 13801 Indiana Avenue

Lots/Tracts: 6.4 acres of unplatted land in Section 1, Block AK

Survey & Abstract: Section 1, Block AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 6.4

Existing Land Use: Vacant land Existing Zoning: Apartment-Medical (AM)

Requested Zoning: C-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: 79424 Telephone: 806-763-5642 Email: tholeman@hugoreed.com

Applicant's Signature: Terry Holeman

Date: March 22, 2022 Printed Name: Terry Holeman

Owner Information

Firm Name: 1585 Rocket Partners LLC & 1585 Development LLC

Owner: Thomas Payne

Address: PO Box 64664 City: Lubbock State: Tx

ZIP Code: 79464 Telephone: 806-543-0667 Email: tpayn3@gmail.com

Property Owner's Signature:

Date: 3-22-2022 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.

Information

Agenda Item

Public Hearing - Planning (District 5): Consider a request for Zone Case 2916-D, a request of Centerline Engineering & Consulting, LLC for 3R & P Holdings, LLC, for a zone change from Interstate Highway Industrial District (IHI) to Family Apartment District (A-1), generally located east of Wausau Avenue and south of 82nd Street, on 9.68 acres of unplatted land out of Block AK, Section 26, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on May 5, 2022, 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 2916-D
Staff Report 2916-D
Documentation 2916-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. 2916-D; A ZONING CHANGE FROM IHI TO A-1 ZONING DISTRICT GENERALLY LOCATED EAST OF WAUSAU AVENUE AND SOUTH OF 82ND STREET, ON 9.68 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 26, 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. 2916-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 **IHI** to **A-1** zoning district **generally located east of Wausau Avenue and south of 82nd Street, on 9.68 acres of unplatted land out of Block AK, Section 26,** 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Interim Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2916-D
May 5, 2022

DESCRIPTION

BEING A 9.68 Acre Tract of land out of Section 26, Block AK, Abstract 1515, out of the G RR CO Survey, Lubbock County, Texas, and being further described by metes and bounds as follows:

BEGINNING at a 1/2 Inch Iron Rod Found for the Northwest Corner, same being the Southwest Corner of the "West 82nd Street Commercial Business Park" Addition to Lubbock, Lubbock County, Texas as recorded in Volume 1943, Page 586, Deed Records of Lubbock County, Texas;

THENCE South 88°11'27" East – 908.27 feet along the South line of said "West 82nd Street Commercial Business Park" Addition to a 1/2 Inch Iron Rod Found for the Northeast Corner;

THENCE South 1°50'24" West – 464.56 feet along the West line of an unsubdivided tract of land as recorded in County Clerk File No. 2007027757, Official Public Records of Lubbock County, Texas, to a 1/2 Inch Iron Rod with Cap marked "CEC 10194378" Set for the Southeast Corner;

THENCE North 88°09'51" West – 908.40 feet to a 1/2 Inch Iron Rod with Cap marked "CEC 10194378" Set for the Southwest Corner;

THENCE North 1°51'23" East – 464.13 feet along the East line of the "Cambridge Way" Addition to Lubbock, Lubbock County, Texas as recorded in County Clerk File No. 2049017266, Official Public Records of Lubbock County, Texas, to the POINT OF BEGINNING and containing within these calls a calculated area of 9.68 Acres more or less.

Planning Department
City of Lubbock

Staff Report	Zone Case 2916-D
City Council Meeting	May 24, 2022

Applicant Centerline Engineering & Consulting, LLC

Property Owner 3R & P Holdings, LLC

Council District 5

Recommendations

- Staff recommends APPROVAL of this request.

Prior Board or Council Action

- January 14, 1999: The property was annexed through Ordinance No. 10117 and zoned Transition District (T).
- September 13, 2001: Ordinance No. 2001-O0066; Zone Case 2916. This property was rezoned from Transition District (T) to Interstate Highway Industrial District (IHI)
- May 5, 2022: The Planning and Zoning Commission recommended approval of a zone change from Interstate Highway Industrial District (IHI) to Family Apartment District (A-1) by a vote of 6-0-0.

Notification Summary

- Notifications Sent: 38
- Received In Favor: 0
- Received In Opposition: 2

Site Conditions and History

The subject property is addressed as 8805 Wausau Avenue, located east of Wausau Avenue and south of 82nd Street. This site is currently undeveloped.

Adjacent Property Development

Properties to the north and east are developed with a mixture of commercial and industrial uses including warehouses. To the west are single-family homes and to the south is vacant land.

Zoning Request and Analysis

Item Summary

The applicant requests a zone change from Interstate Highway Industrial District (IHI) to Family Apartment District (A-1).

Current zoning: **Interstate Highway Industrial District (IHI)**

Requested zoning: **Family Apartment District (A-1)**

Intent Statements

The intent of the current IHI zoning is, "… to provide for planned, quality industrial development within the interstate corridor so that persons entering the city along the corridor have a good first impression, and to maintain a quality appearance which will stabilize or increase real property values."

The intent of the requested 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."

Traffic Network/Infrastructure Impacts
The proposed zone change location is along Wausau Avenue, which is designated as a Collector by the Master Thoroughfare Plan, 2018. Collectors are designed for medium volumes of vehicles operating at lower speeds. Local Streets provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. It is appropriate adjacent to other residential uses and will be more appropriate adjacent to the existing residential uses than the current IHI Zoning.

Conformance with Comprehensive Plan Principles and Future Land Use Map
This zone change would bring the property out of conformance with the Future Land Use Plan which designates the subject property for Commercial land uses. However, it is important to note that there are already residential uses existing in this area.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance.

Suitability of Property for Allowed Uses
The property is suitable for the proposed zoning.

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 2916-D

Allowable Uses: Family Apartment District (A-1)

Transportation: The proposed development has a point of access from Wausau Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Wausau Avenue *Collector, (Future)*	R.O.W. 32 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

5.9 **District 5**

Case 2916-D: Centerline Engineering& Consulting LLC for 3R & P Holdings, LLC

Request for a zone change from Interstate Highway Industrial District (IHI) to Family Apartment District (A-1), at:

- Generally located east of Wausau Avenue and south of 82nd Street, on 9.68 acres of unplatted land out of Block AK, Section 26.

PLANNER BAILEY SHILLINGS stated there were thirty-eight (38) notifications sent out. There were two (2) returned in opposition and zero (0) returned in favor. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT JUSTIN CANTWELL CENTERLINE ENGINEERING 8312 Upland Avenue stated he was unaware of any opposition. Mr. Cantwell explained a new concept they hope to implement at this location. It would be a gated, private rental community of approximately 85 homes that are each 1300-1500 square feet, with the property being maintained by the developer. He noted the plat had been approved earlier in the meeting and it included a street that would also be privately maintained.

BOARD MEMBER TANNER NOBLE asked if there would be amenities offered, and applicant responded there would not.

OPPOSITION STEVE SEYMOUR, did not provide an address, stated that he owns the property to the east and wants to know what the plans are for the sliver of land that will be left between the subject property and his property. He would also like it to be known he is opposed to rentals at that location versus just residentially owned lots.

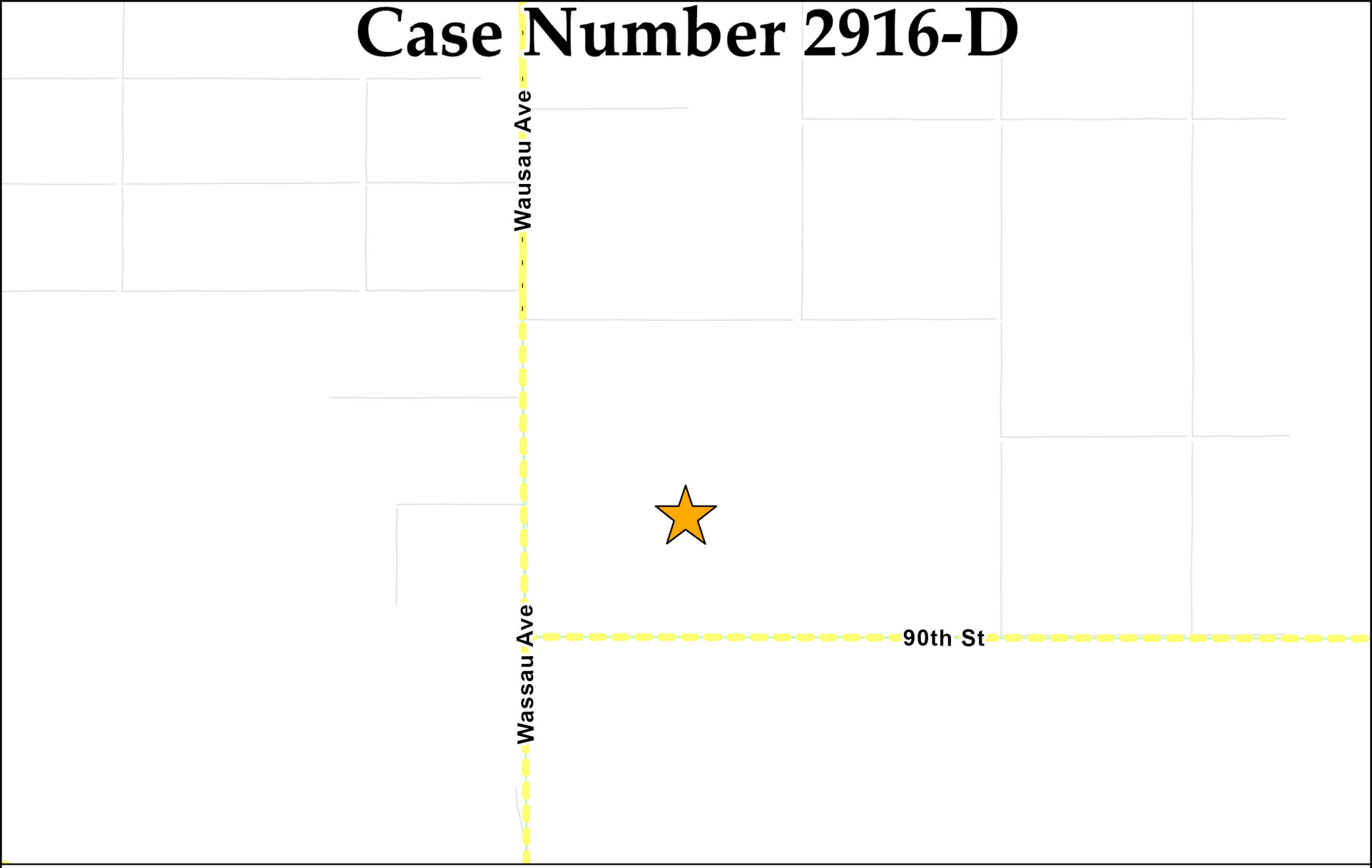
APPLICANT JUSTIN CANTWELL advised the southern portion of that L-shaped land was sold.

RAJIV MATAL 2429 34th Street stated the east portion was sold to someone planning to use that land for an RV Park. He also stated he is in favor of the use as it will raise property values.

APPLICANT JUSTIN CANTWELL stated the plan is for one tract, not individual lots. The gated entrance will probably be a six-foot masonry or wood screening fence on Wausau Avenue.

In the matter of **Zone Case 2916-D** a motion was made by **JAMES BELL** and seconded by **TANNER NOBLE** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

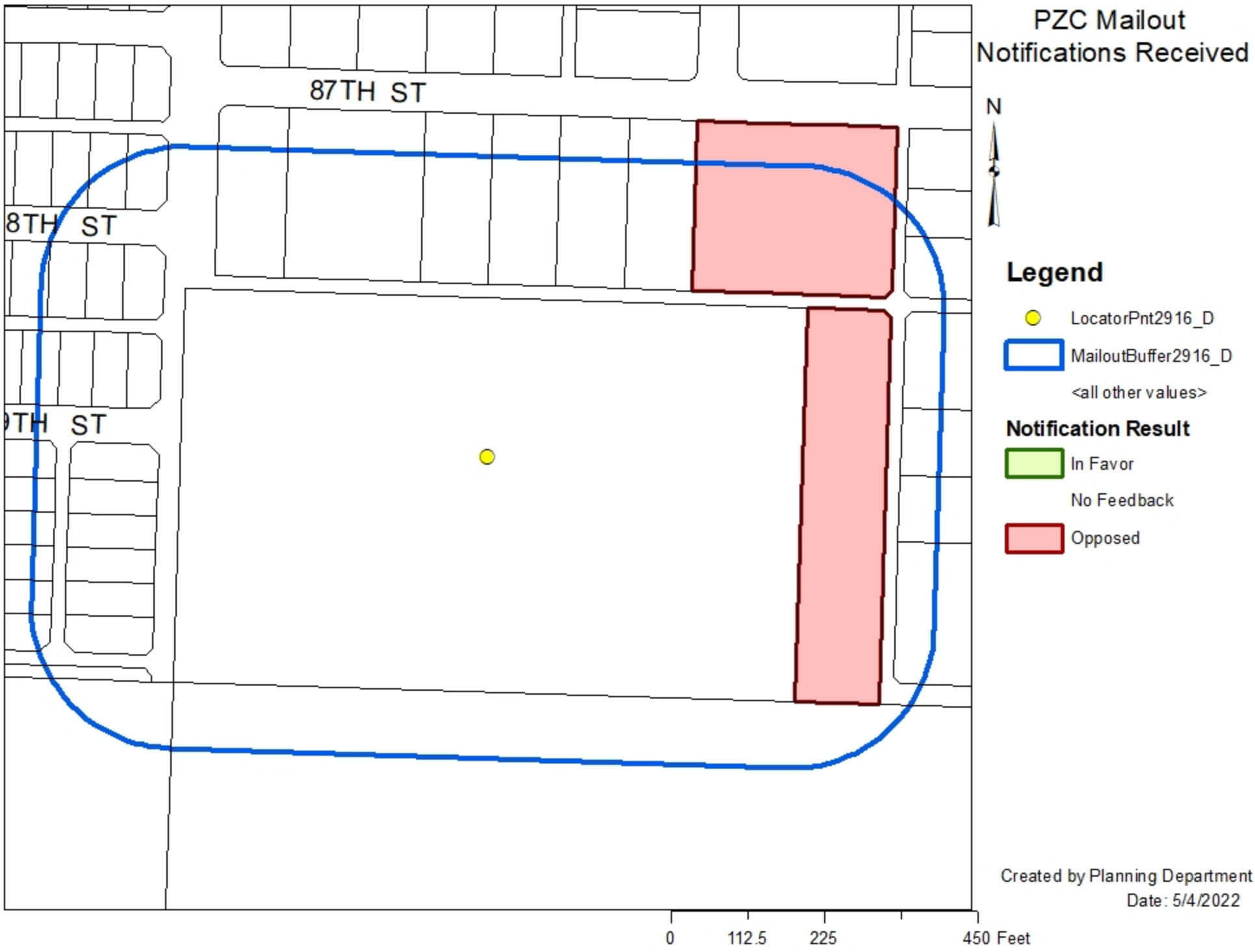
Case Number 2916-D



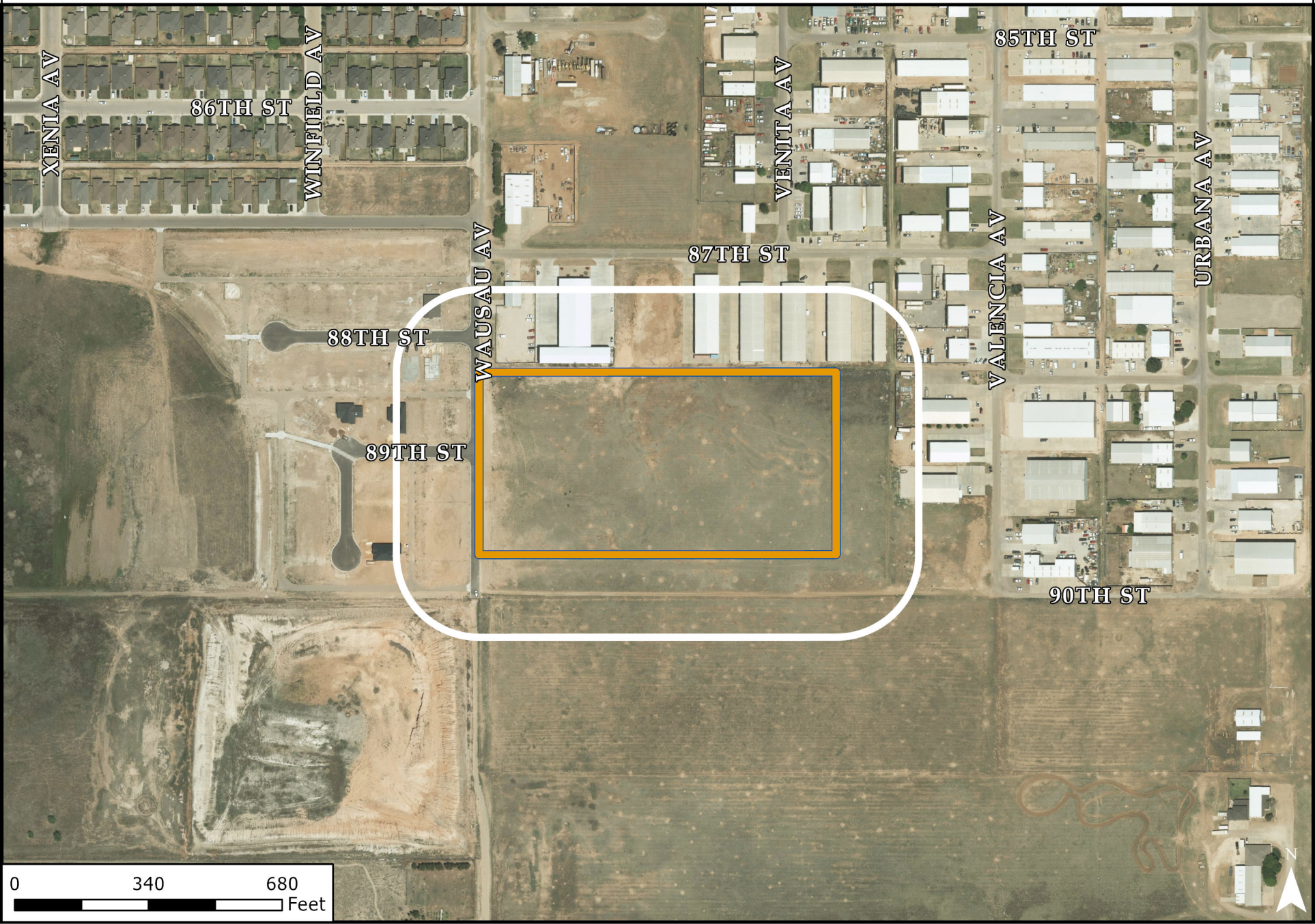
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

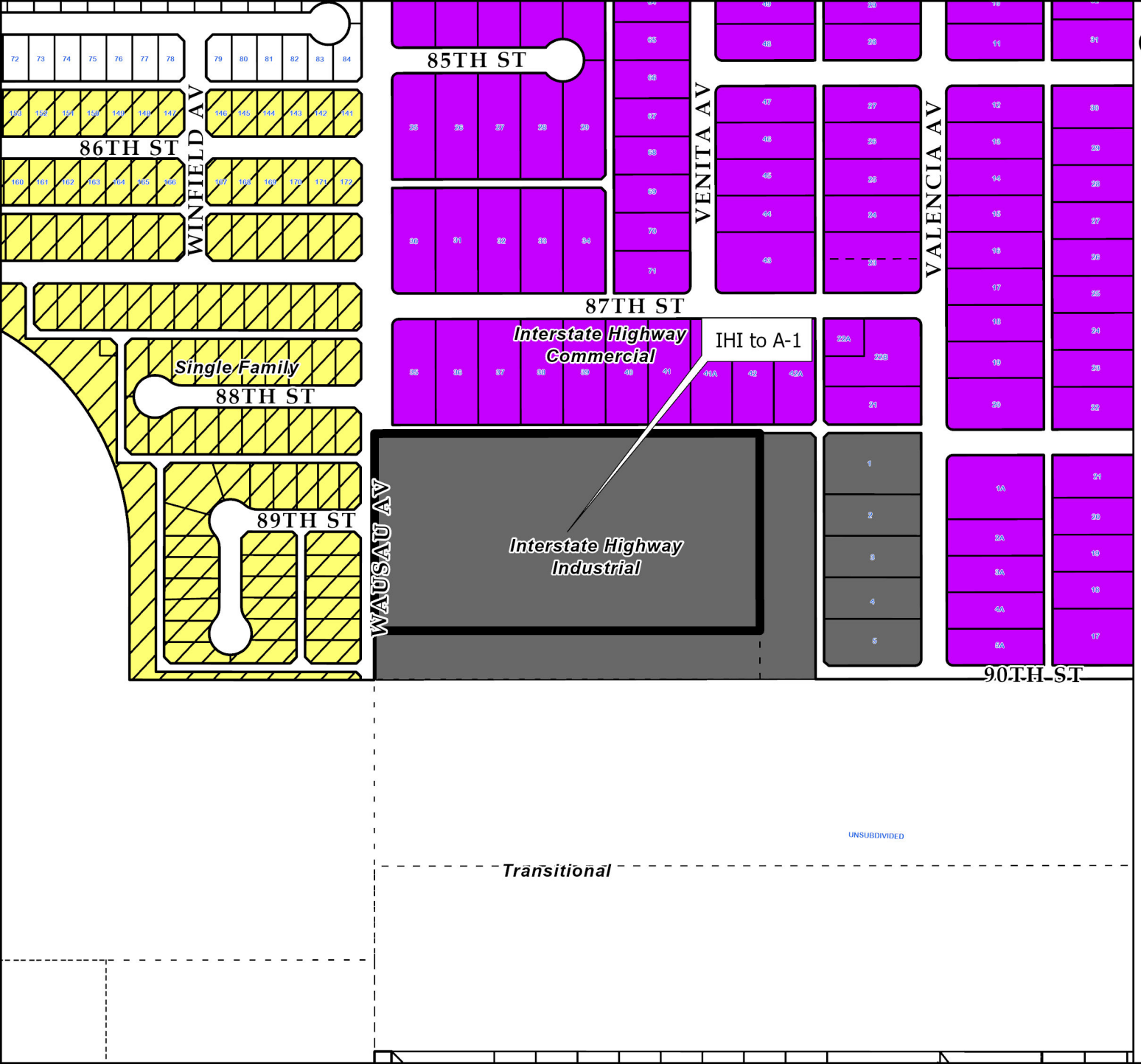
N
W E
S

Date Exported: April 2022


PZC Mailout
Notifications Received
87TH ST
8TH ST
9TH ST
N
Legend
LocatorPnt2916_D
MailoutBuffer2916_D
<all other values>
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 5/4/2022
0
112.5
225
450 Feet

Case Number 2916-D





Current Zoning
2916-D
Zoning Districts

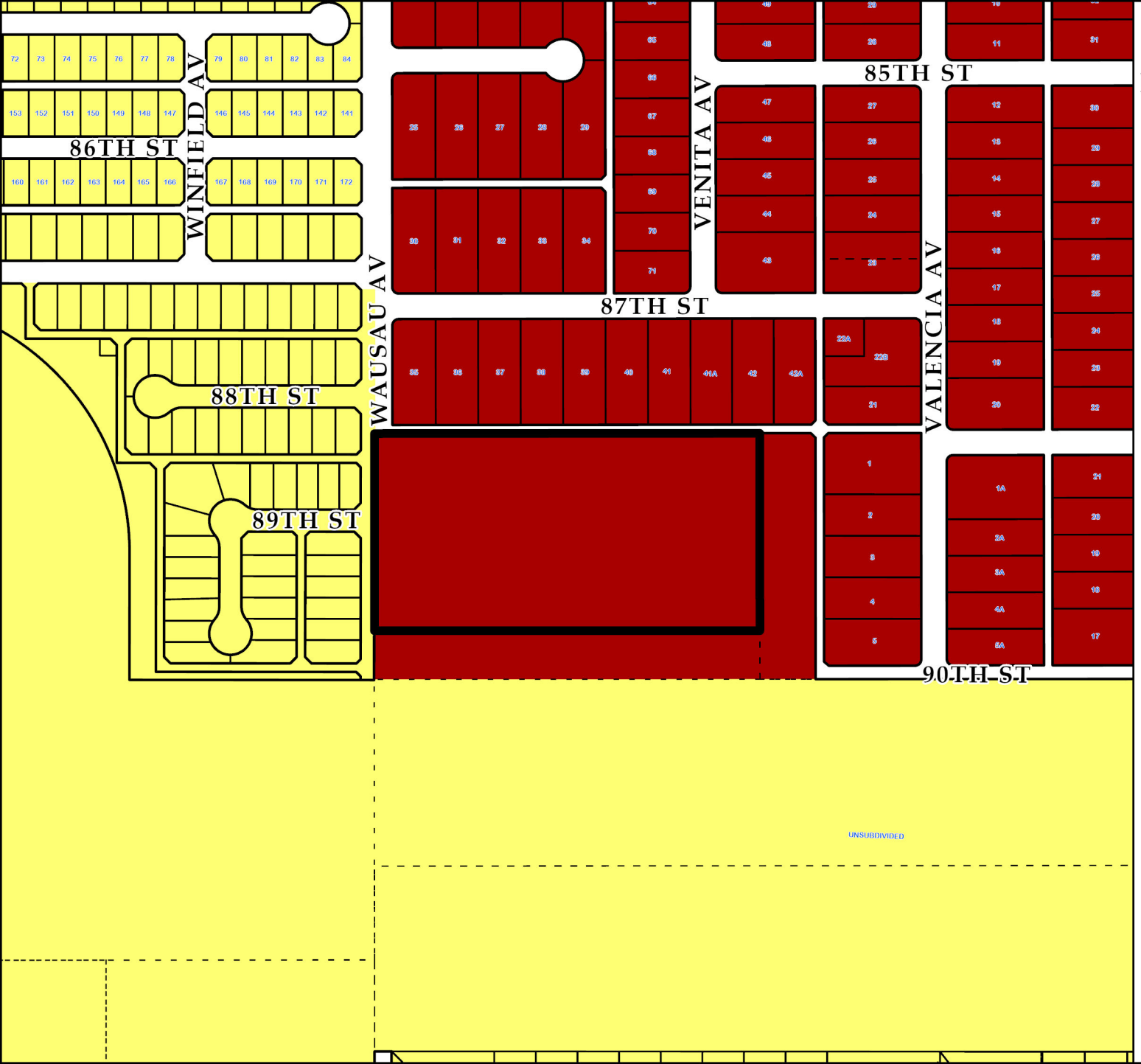
- Interstate Highway Commercial
- Interstate Highway Industrial
- Single Family Specific Use
- Transitional

N

0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: April 2022



Future Land Use Plan
Case 2916-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

N

0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: April 2022

2916-D

View East, Subject Property.

View West.

View South.

View North.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: Intersection of 89th St. and Wausau Ave., East of Wausau Ave.

Lots/Tracts: Tract A

Survey & Abstract: Sec. 26, Blk. AK, Abs. 1515, G RR CO Survey

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 9.68 acres

Existing Land Use: Vacant Existing Zoning: "IHI" Interstate Highway Industrial

Requested Zoning: A-1 Family Apartment District

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Centerline Engineering & Consulting LLC.

Name: Phillip Truong

Address: 8312 Upland Avenue City: Lubbock State: TX

ZIP Code: 79424 Telephone: (909)-201-4910 Email: ptruong@centerlineeningeering.net

Applicant's Signature: Phillip Truong

Date: 3/28/2022 Printed Name: Phillip Truong

Owner Information

Firm Name: 3 RRB Holdings LLC

Owner: R.K. MITTEL

Address: P.O. Box 54149 City: LUBBOCK State: TX

ZIP Code: 79453 Telephone: 806 535-6060 Email: rkm@mitley.com

Property Owner's Signature: R K Mittel

Date: 3/28/2022 Printed Name: R.K. MITTEL

Preparer Information

Preparer's Signature: Phillip Truong

Date: 3/28/2022 Printed Name: Phillip Truong

For City Use Only

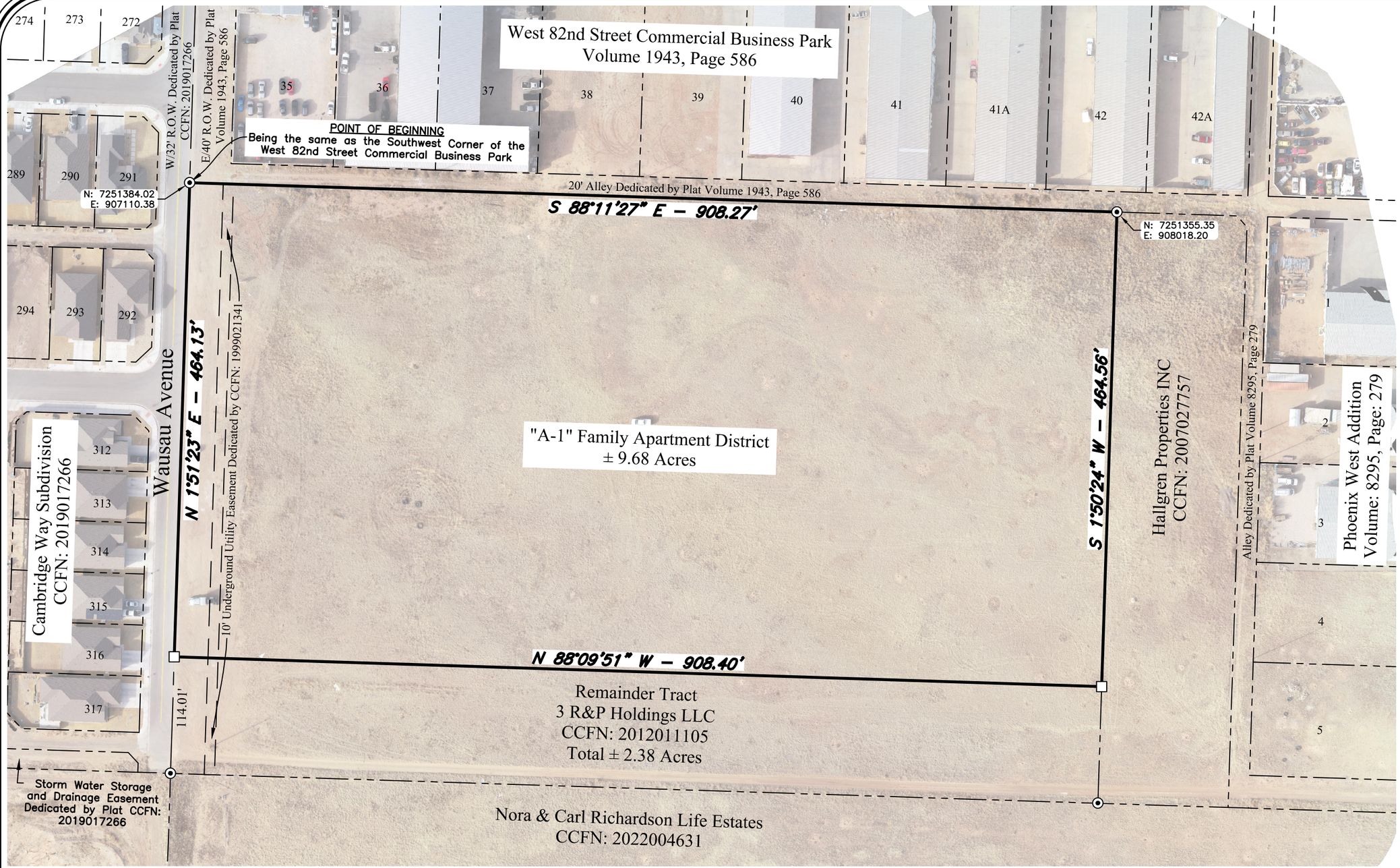
Zone Case No: _____ Planning and Zoning Commission Date: _____

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 COUNTY, TEXAS

BEING A 9.68 Acre Tract of land out of Section 26, Block AK, Abstract 1515, out of the G RR CO Survey, Lubbock County, Texas, and being further described by metes and bounds as follows:

BEGINNING at a 1/2 Inch Iron Rod Found for the Northwest Corner, same being the Southwest Corner of the "West 82nd Street Commercial Business Park" Addition to Lubbock, Lubbock County, Texas as recorded in Volume 1943, Page 586, Deed Records of Lubbock County, Texas;

THENCE South 88°11'27" East - 908.27 feet along the South line of said "West 82nd Street Commercial Business Park" Addition to a 1/2 Inch Iron Rod Found for the Northeast Corner;

THENCE South 1°50'24" West - 464.56 feet along the West line of an unsubdivided tract of land as recorded in County Clerk File No. 2007027757, Official Public Records of Lubbock County, Texas, to a 1/2 Inch Iron Rod with Cap marked "CEC 10194378" Set for the Southeast Corner;

THENCE North 88°09'51" West - 908.40 feet to a 1/2 Inch Iron Rod with Cap marked "CEC 10194378" Set for the Southwest Corner;

THENCE North 1°51'23" East - 464.13 feet along the East line of the "Cambridge Way" Addition to Lubbock, Lubbock County, Texas as recorded in County Clerk File No. 2049017266, Official Public Records of Lubbock County, Texas, to the POINT OF BEGINNING and containing within these calls a calculated area of 9.68 Acres more or less.

LEGEND

- □ – Set 1/2" Iron Rod with Cap marked "CEC 10194378"
- ⊙ – Found 1/2" Iron Rod
- ——— – Plat Limits
- ——— – Lot Line
- —·—·— – Adjoiner Lot Line
- - - - - - - – Easement Line – As Described
- —·—·— – Right-of-Way Line
- CCFN – County Clerk File Number
- R.O.W. – Right-of-Way

N

SCALE: 1" = 100'

0 50' 100' 200'

Zone Exhibit

Section 26, Block AK
Abstract 1515, G RR CO Survey
Lubbock, Lubbock County, Texas
Total ± 9.68 Acres

CENTERLINE ENGINEERING & CONSULTING, LLC
8312 Upland Avenue, Lubbock, Texas 79424
(806) 470-8686
TBPE Reg. No. F-16713
TBPLS Reg. No. 10194378

22-02-1077 – Zone

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.:** ***2916-D***

In Favor ____

Opposed X

Reasons and/or Comments:

Print Name Mark Hallgren

Signature: [signature]

Address: 5509 63rd Lbk TX 79424

Address of Property Owned: BLK AF SEC AB 1515 TR B OF E/2

Phone Number: 806 549 0800

Email: markhe@hallsrenco.com

Zone Case Number: **2916-D** R51230

Recipient 21 of 38

HALLGREN PROPERTIES INC
5909 63RD ST

LUBBOCK TX 79424-2711

RECEIVED
APR 28 2022
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.:** ***2916-D***

In Favor ____

Opposed ✓

Reasons and/or Comments:

The NE lot, which is directly behind my property, is not included in this proposed dev. It is currently overgrown & a fire hazard now. Since there would be NO access except alleyways, to this lot & it would be behind the proposed apt. complex, trash & weeds will become worse, increasing the fire danger.

See attached photos.

Print Name Victor Bobo

Signature: Victor Bobo

Address: 3725 - 95TH St.

Address of Property Owned: 7413 - 7415 & 7417 - 87TH

Phone Number: 806 - 438 - 1921

Email: Vic.bobo@Yahoo.com

Zone Case Number: **2916-D** R77247 Recipient 32 of 38

BOBO VICTOR L &
BRENDA G
3725 95TH ST

LUBBOCK TX 79423-3811

Information

Agenda Item

Public Hearing - Planning (District 6): Consider a request for Zone Case 2538-CC, a request of Kip Ledgerwood, for a zone change from Single-Family District (R-1) to Commercial District (C-4), at 7419 19th Street, located west of Upland Avenue and south of 19th Street, on 2.52 acres of unplatted land out of Block AK, Section 42, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on May 5, 2022, 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 2538-CC
Staff Report 2538-CC
Documentation 2538-CC

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. 2538-CC; A ZONING CHANGE FROM R-1 TO C-4 ZONING DISTRICT AT 7419 19TH STREET, LOCATED WEST OF UPLAND AVENUE AND SOUTH OF 19TH STREET, ON 2.52 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 42, 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. 2538-CC

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-4** zoning district at **7419 19th Street, located west of Upland Avenue and south of 19th Street, on 2.52 acres of unplatted land out of Block AK, Section 42,** 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager

Kristen Sager, Interim Director of Planning

APPROVED AS TO FORM:

Kelli Leisure

Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2538-CC
May 5, 2022

Return to: Rockley County Abstract #609 Austin, Levelland, Texas 79336
GF#00-215727
GH

43584 Vol. 7951 PAGE 246

WARRANTY DEED WITH VENDOR'S LIEN

Date: October 22, 2002

Grantor: ANNIE ALLEN LAMBERT

Grantor's Mailing Address (including county):

1218 Kay Dr.
Weatherford, TX 76086

Grantee: KIP F. LEDGERWOOD

Grantee's Mailing Address (including county):

5706 15th St.
Lubbock, Lubbock County, TX 79416

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration cash and a promissory note of even date, in the amount of $61,000.00 executed by Grantee, payable to the order of Grantor. The note is secured by a vendor's lien retained in this deed and by a Deed of Trust of even date with said note from Grantee to Stephen Tillery, Trustee.

Property: A tract of land located in the Northeast Quarter (NE/4) of Section 42, Block AK, Lubbock County, Texas, being further described by metes and bounds as follows:

BEGINNING at a ½" iron pipe set 50 feet South and 1890 feet West of the Northeast corner of Section 42, Block AK, the Northeast corner of this tract;
THENCE South 547.79 feet to a ½" iron pipe set for the Southeast corner of this tract;
THENCE West 200 feet to a ½" iron pipe set for the Southwest corner of this tract;
THENCE North 548.66 feet to a ½" iron pipe set for the Northwest corner of this tract;
THENCE East 200 feet to the Point of Beginning.

Reservations from and exceptions to Conveyance and Warranty: This conveyance is SUBJECT TO those prior reservations of the oil, gas and other minerals as shown in Deeds recorded in Vol. 324, p. 13 and Vol. 389, p. 99 of the Deed Records of Lubbock County, Texas. There is FURTHER excepted and reserved from this conveyance, and not conveyed hereby, all of the rest and remainder of the oil, gas and other minerals in and under and that may be produced from the above described property along with the rights of ingress and egress for the purposes of exploring, mining, and removing the minerals therefrom.

This conveyance is also subject to all oil and gas leases and right of way easements, either of record or on the ground.

The following restrictions are hereby impressed on the property and shall run with the land:

Until the Note described above is paid in full and a release executed by the Grantor and placed of record no new improvements may be placed or built on the premises nor may any of the present buildings be removed from the premises without the written consent of the Grantor being first obtained.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell, and convey to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators,

and successors to warrant and forever defend all and singular the property to Grantee and Grantor's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The Vendor's Lien against and Superior Title to the property are retained until the note described above is fully paid according to its terms, at which time this Deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Annie Allen Lambert
ANNIE ALLEN LAMBERT

(ACKNOWLEDGMENT)

STATE OF TEXAS §
§
COUNTY OF Parker §

This instrument was acknowledged before me on the 23rd day of October 2002, by ANNIE ALLEN LAMBERT.

SEAL LeeAnn Neal
Notary Public, State of Texas

LeeAnn Neal
NOTARY PUBLIC
STATE OF TEXAS
My Comm Exp 4-26-2004

FILED FOR RECORD
02 OCT 30 P 2:40

STATE OF TEXAS
COUNTY OF LUBBOCK
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Public Records of Lubbock County, Texas as stamped hereon by me.

OCT 30 2002

Kenia Ruff
COUNTY CLERK
LUBBOCK COUNTY, TEXAS

Planning Department
City of Lubbock

Staff Report	Zone Case 2538-CC
City Council Meeting	May 24, 2022

Applicant Kip Ledgerwood

Property Owner Kip Ledgerwood

Council District 6

Recommendations
- Staff recommends APPROVAL of this request.

Prior Board or Council Action
- September 27, 1984: The property was annexed through Ordinance No. 8660 and zoned Transition District (T).
- October 10, 1985: Ordinance No. 8827; Zone Case 2538. This property was rezoned from Transition District (T) to Single-Family District (R-1).
- May 5, 2022: The Planning and Zoning Commission recommended approval of a zone change from Single-Family District (R-1) to Commercial District (C-4) by a vote of 6-0-0.

Notification Summary
- Notifications Sent: 12
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History
This site is currently developed with a few commercial buildings built in 1958.

Adjacent Property Development
Properties immediately adjacent to the subject property are developed with commercial uses and vacant land zoned Commercial District (C-4) and Single-Family District (R-1).

Zoning Request and Analysis
Item Summary
The subject property is addressed as 7419 19th Street, located west of Upland Avenue and south of 19th Street. The applicant requests a zone change from Single-Family District (R-1) to Commercial District (C-4).

Current zoning: **Single-Family District (R-1)**

Requested zoning: **Commercial District (C-4)**

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 requested 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."

Traffic Network/Infrastructure Impacts
The proposed zone change location is along 19th Street, which is designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. Arterials are continuous routes whose function is to serve high volume needs of local and regional traffic.

Compatibility with Surrounding Property
The proposed zoning is compatible with the surrounding area as there are existing commercial uses and zoning immediately adjacent to the subject property.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates the subject property for Residential Low Density. This zone change would not bring the property into conformance with the Future Land Use Plan. It is important to note that there are existing commercial uses in this area along the 19th Street frontage.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance.

Suitability of Property for Allowed Uses
The property is suitable for the requested zone change.

Attachments

A. Case Information
B. Thoroughfare Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documentation

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 2538-CC

Allowable Uses: Commercial District (C-4)

Transportation: The proposed development has a point of access from 19th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
19th Street *Principal Arterial, (Modified)*	R.O.W. 110 feet, five-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

5.10 **District 6**

Case 2538-CC: Kip Ledgerwood

Request for a zone change from Single-Family District (R-1) to Commercial District (C-4), at:

- 7419 19th Street, located west of Upland Avenue and south of 19th Street, on 2.52 acres of unplatted land out of Block AK, Section 42.

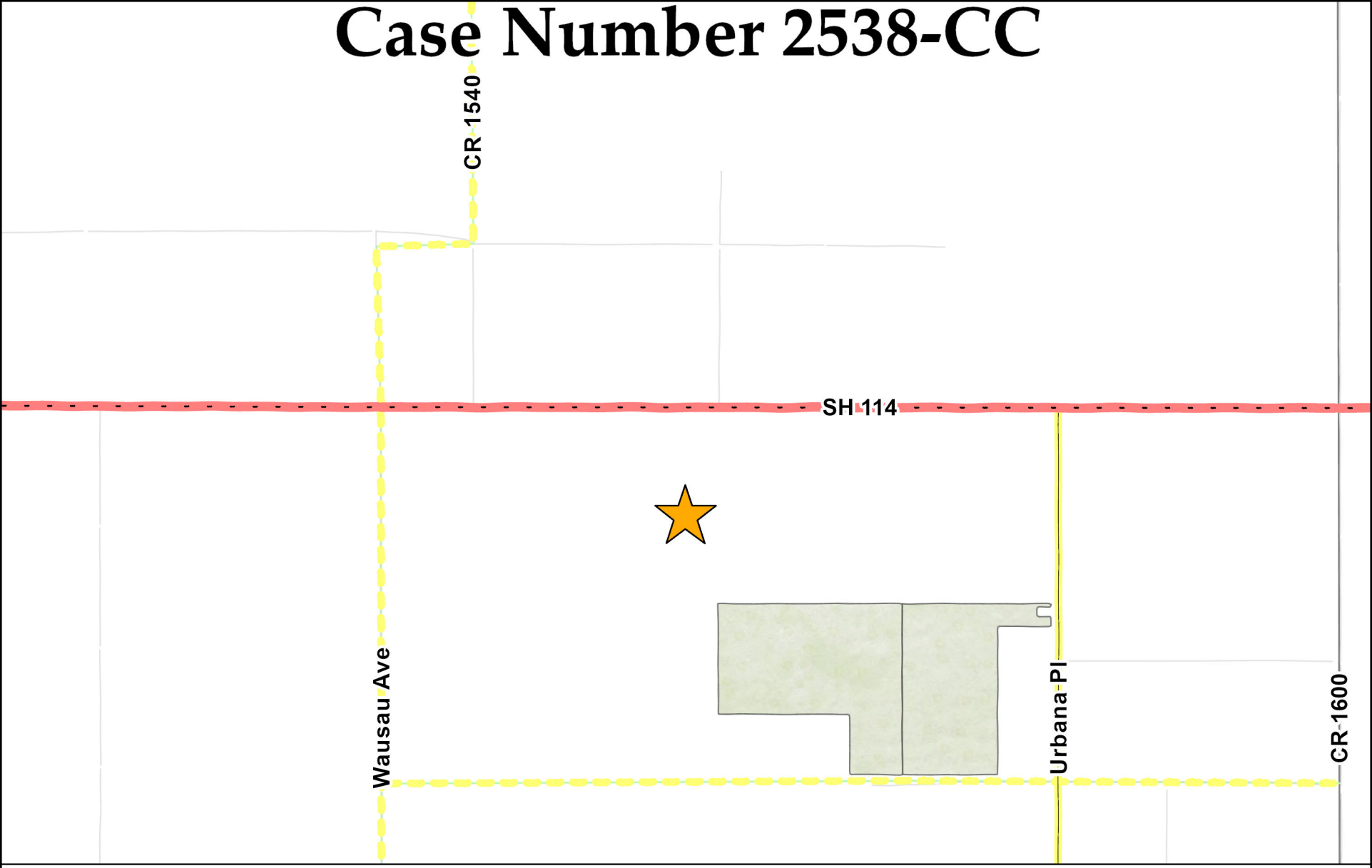
PLANNER BAILEY SHILLINGS stated there were twelve (12) notifications sent out. There have been zero returned in favor or opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT KIP LEDGERWOOD 5425 30th stated this property is in the old Carlisle area, where there are mixed uses, and he prefers the C-4 zoning for existing uses on the property.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 2538-CC** a motion was made by **JAMES BELL** and seconded by **TANNER NOBLE** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

Case Number 2538-CC

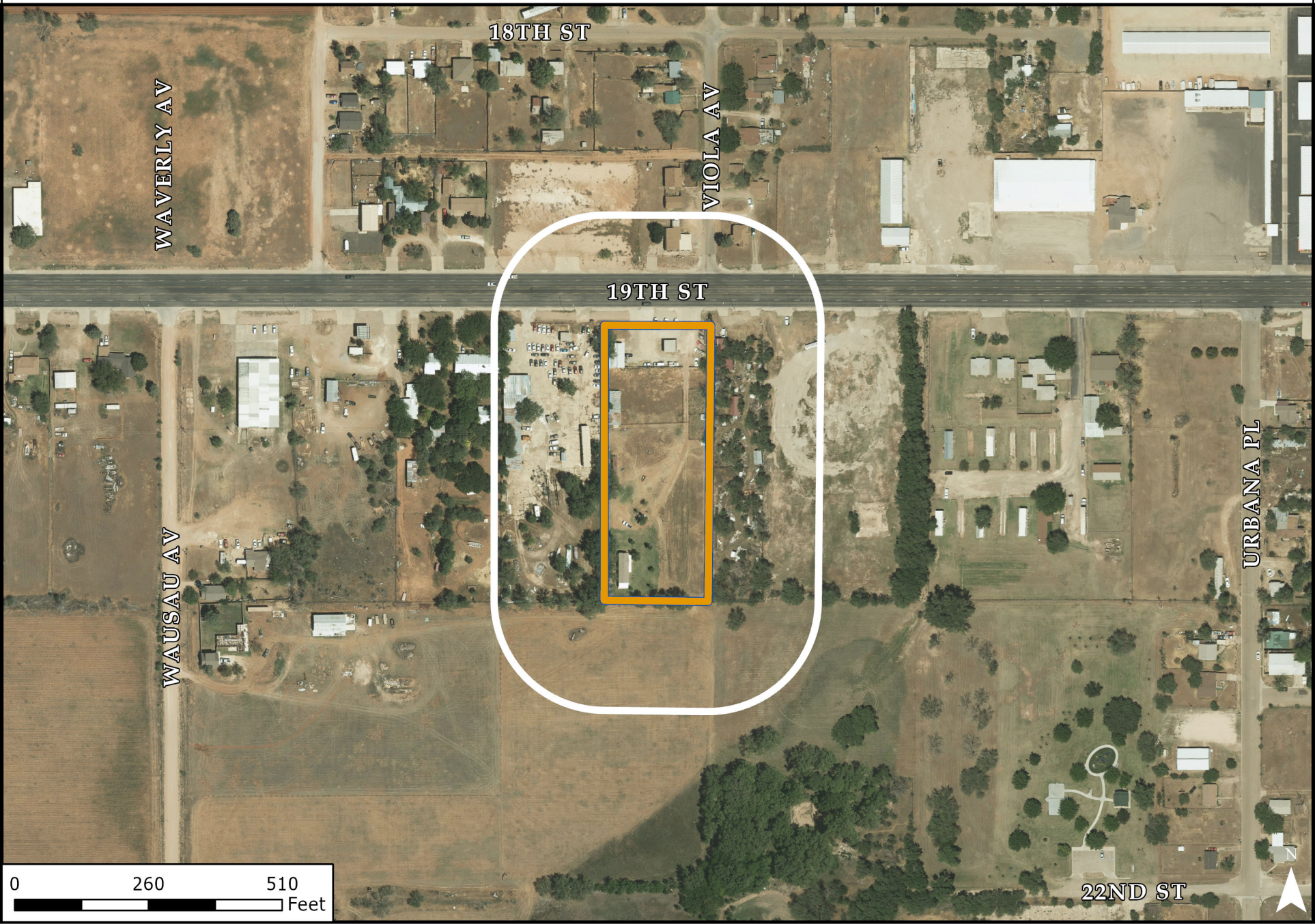


Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: April 2022

Case Number 2538-CC



Current Zoning

2538-CC

Zoning Districts

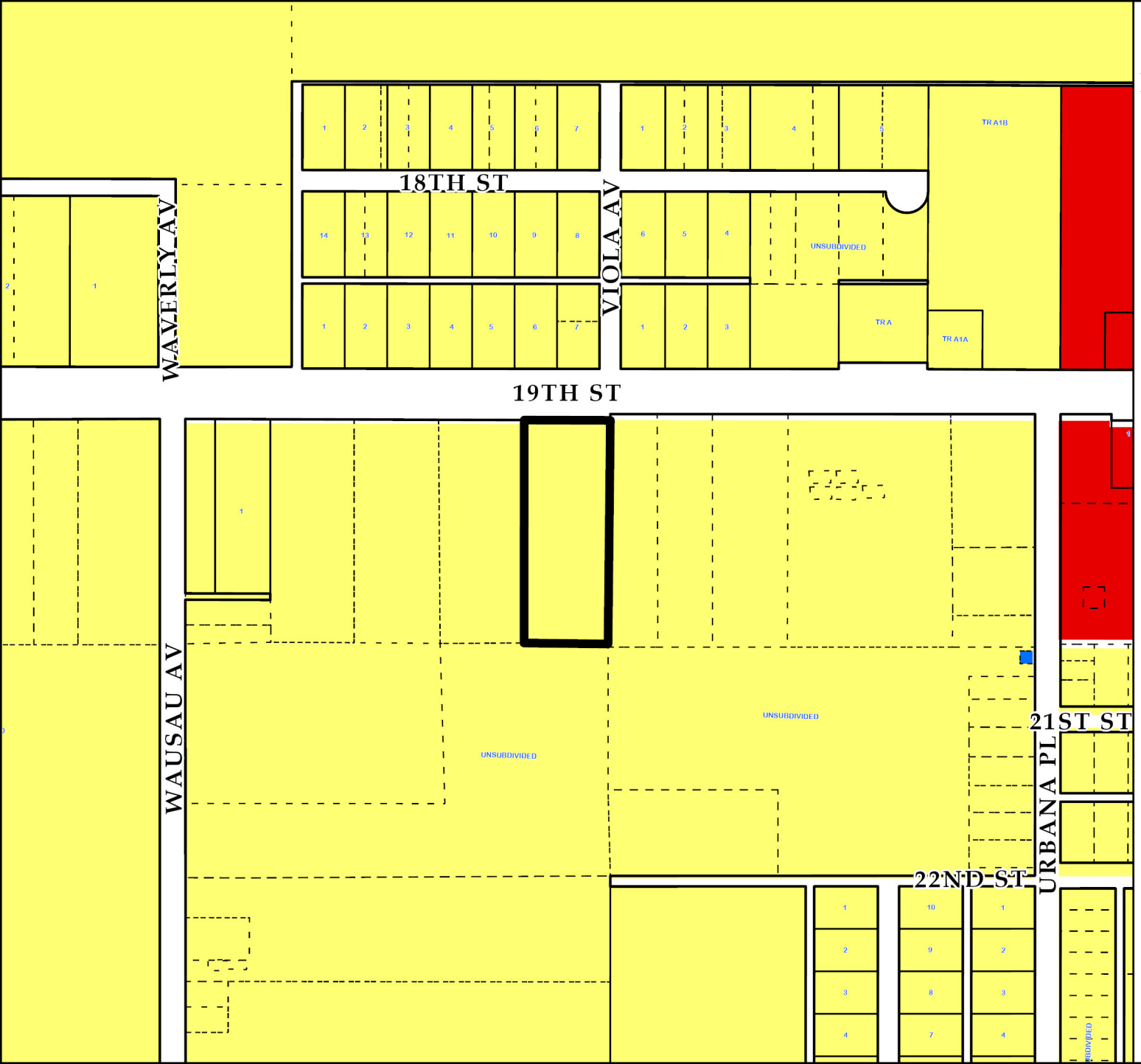
- Commercial
- Commercial Specific Use
- Single Family

N

0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: April 2022



Future Land Use Plan
Case 2538-CC

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

N

0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: April 2022

2538-CC

View South, Subject Property.

View East.

View North.

View West.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 7419 19th Street

Lots/Tracts: _____

Survey & Abstract: see attached metes and bounds

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 2.52

Existing Land Use: commercial Existing Zoning: R-1

Requested Zoning: C-4

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: N/A

Name: _____

Address: _____ City: _____ State: _____

ZIP Code: _____ Telephone: _____ Email: _____

Applicant's Signature: _____

Date: _____ Printed Name: _____

Owner Information

Firm Name: _____

Owner: Kip Ledgerwood

Address: P.O. Box 16032 City: Lubbock State: TX

ZIP Code: 79490 Telephone: 806-549-3421 Email: ledgerwoodkip@gmail.com

Property Owner's Signature: _____

Date: 03-30-2022 Printed Name: Kip Ledgerwood

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.

Information

Agenda Item

Public Hearing - Planning (District 6): Consider a request for Zone Case 3461-A, a request of Viniro Holdings, LLC, for a zone change from Single Family District (R-1) to Garden Office District (GO), at 5503 19th Street, located west of Chicago Avenue and south of 18th Street, Clear Sky Addition, Lot 1, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on May 5, 2022, and recommended denial of the request by a unanimous vote. Therefore, a minimum of 6 out of 7 Council votes are required to approve the request.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 3461-A
Staff Report 3461-A
Documentation 3461-A

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. 3461-A; A ZONING CHANGE FROM R-1 TO GO ZONING DISTRICT AT 5503 19TH STREET, LOCATED WEST OF CHICAGO AVENUE AND SOUTH OF 18TH STREET, CLEAR SKY ADDITION, LOT 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, with the Commission recommending denial of the proposed changes in zones 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 the 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; and

WHEREAS, the City Council, by three fourths vote in accordance with Section 211.006(f) of the Texas Local Government Code and Section 40.01.005(c)(3) of the City of Lubbock Code of Ordinances, voted to approve the proposed changes in Zoning; **NOW THEREFORE:**

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

ZONE CASE NO. 3461-A

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 **GO** zoning district **at 5503 19th Street, located west of Chicago Avenue and south of 18th Street, Clear Sky Addition, Lot 1**, 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Interim Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3461-A
May 5, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 3461-A
City Council Meeting	May 24, 2022

Applicant Viniro Holdings, LLC

Property Owner Viniro Holdings, LLC

Council District 6

Recommendations

- Staff recommends APPROVAL of this request.

Prior Board or Council Action

- March 30, 1956: This property was annexed through Ordinance No. 1866.
- August 23, 1956, Zone Case 585: This property was zoned Single-Family District (R-1) through Ordinance No. 1989.
- March 3, 2022: Zone Case 3461; A request to rezone from Single-Family District (R-1) to High-Density Apartment District (A-2) was denied by the Planning and Zoning Commission. The applicant withdrew the request prior to the City Council hearing.
- May 5, 2022: The Planning and Zoning Commission recommended denial of a zone change from Single-Family District (R-1) to Garden Office District (GO) by a vote of 0-6-0.

Notification Summary

- Notifications Sent: 15
- Received In Favor: 0
- Received In Opposition: 13 (10 were outside of the notification boundary)

Site Conditions and History

The property was annexed in 1956 and consists of vacant subdivided land.

Adjacent Property Development

This property is surrounded by single-family residences zoned R-1 to the east, south, and west; and by a daycare zoned High-Density Apartment District (A-2) to the north.

Zoning Request and Analysis

Item Summary

The subject property is located at 5503 19th Street, located south of 19th Street and west of Chicago Avenue, Clear Sky Addition, Lot 1. The applicant is requesting a zone change from Single-Family District (R-1) to Garden Office District (GO).

Current zoning: **Single-Family District (R-1)**

Requested zoning: **Garden Office District (GO)**

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 requested GO zoning is, "… to provide for quality garden office development through proper planning and design. The regulations are intended to produce an attractive environment which will ensure the compatibility between offices and adjacent uses and promote a stable environment between residential and commercial uses. When proposed garden office development is adjacent to any residentially zoned property, design standards and site planning shall provide for maximum compatibility with the adjacent residential zoning districts."

Traffic Network/Infrastructure Impacts
The property is located south of 19th Street, which is designated as a Principal Arterial and west of Chicago Avenue, which is designated as a Collector by the Master Thoroughfare Plan, 2018. Arterials are continuous routes whose function is to serve high volume needs of local and regional traffic.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. It is appropriate adjacent to other residential uses and will buffer the existing residences from the adjacent thoroughfare.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates the subject property for low density residential. Although GO is not consistent with this designation, it is appropriate in this location.

Conformance with Zoning Ordinance
The proposed zone change request is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property is suitable for the proposed zoning.

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 3461-A

Allowable Uses: Garden Office District (GO)

Transportation: The proposed development has a point of access from 19th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
19th Street *Principal Arterial, (Modified)*	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

5.11 **District 6**

Case 3461-A: Viniro Holdings, LLC

Request for a zone change from Single Family District (R-1) to Garden Office District (GO) at:

- 5503 19th Street, located west of Chicago Avenue and south of 19th Street, Clear Sky Addition, Lot 1.

PLANNER BAILEY SHILLINGS stated there were fifteen (15) notifications sent out. There has been zero (0) returned in favor and thirteen (13) received in opposition, 10 of which were from outside the notification boundary. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Ms. Shillings advised the current subdivision regulations do not allow residential lots to have primary entrances from thoroughfares without Commission approval. Staff recommends approval of this request.

OPPOSTION GLEN NEWSOM 5509 19th Street chose this neighborhood because the deed restrictions prohibit commercial buildings or use of the land for anything non-residential. He stated concerns regarding increased traffic and a risk of car accidents, especially during peak hours. He asked that the neighborhood aesthetic be honored as was stated in the original agreement when land was procured from Lubbock Christian College in 1956.

OPPOSITION CHRISTINE WYNNS DELCAMBRY 5507 19th Street stated that her house is next door to the property. She is concerned about property values decreasing, taxes increasing and traffic as a safety issue. Her ability to egress onto 19th Street is her primary concern.

OPPOSITION JOHN PROSSER 5507 20th Street advised the residents in that area chose the location because it is residential only. Deed restrictions guaranteed that they would never have commercial in the neighborhood. Traffic is a concern. He noted the applicant was aware the property was R-1 at the time of purchase and the land was donated with the understanding that these deed restrictions would be honored.

OPPOSITION CHERYL DESMOND 5502 20th Street stated the deed restrictions allow owners to approve any building or additions in the neighborhood. She is concerned a commercial property could be two-story and cause privacy issues. **CHAIR SAWYER** interrupted briefly to reiterate that Garden Office was not commercial and that building height would be restricted to one story due to setbacks. Mrs. Desmond countered that commercial would be the next step, and implored the Commission to keep the Greenlawn Addition as one residential addition.

OPPOSITION DR. RAMZI ABDULRAHMAN 5413 19th Street purchased his home due to deed restrictions guaranteeing this neighborhood would stay residential. The applicant knowingly bought a residential lot, so it should be kept residential.

OPPOSITION WALID ALS SOUKI 5508 22nd Street understands the differences between GO, commercial, and residential, but advised GO is still a business and can generate more traffic than even an apartment complex depending on the tenant and service provided.

CHAIR SAWYER asked staff if Garden Office allowed retail sales. **INTERIM DIRECTOR OF PLANNING KRISTEN SAGER** stated that GO prohibited retail sales and limited uses to professional offices only.

OPPOSITION DR. KENNETH STEPHENSON 5511 19th Street stated his concern for property value depreciation and traffic increase. He also has concerns about Chicago being too narrow to support more traffic.

OPPOSITION CAROLE DANIEL 5405 20th Street stated there is a large garden office building on the north side of Chicago, its spaces were never entirely rented out, and now it is up for sale. She questioned how a GO use on the subject property would fare any better and she has traffic concerns.

OPPOSITION REX CALDWELL 5412 20th Street stated an approved change in zoning would be a blatant rebuke to what the residents want. The applicant was made offers by residents to purchase the property, but the offers were rebuked. He asked that the residents' desires be taken into consideration and the zoning not be changed.

OPPOSITION SANDRA FRANKLIN 5504 20th Street expressed concerns for parking, traffic, and stated a business could have clientele coming and going.

ASSISTANT CITY ATTORNEY KELLI LEISURE stated that our ordinances require that lots have their own street access from the lot.

APPLICANT MATTHEW WEBB 1205 Buckingham Avenue, Wolfforth, TX stated the population is going to continue to increase and traffic congestion will increase as a result. The City of Lubbock's plan for 2040 shows there are changes coming. He noted the entrance into the business would be on Chicago. He argued there has been plenty of time to build on that lot over six decades and it has not happened, so the Commission should consider approving his request.

BOARD MEMBER TANNER NOBLE asked applicant to address the offers to purchase the property. Mr. Webb acknowledged only one offer was made and it was not full price.

CHAIR SAWYER asked the applicant if he had a proposed site plan. Mr. Webb responded that he did not, because he first wanted to get the zoning approved.

INTERIM DIRECTOR OF PLANNING KRISTEN SAGER stated a 6-foot masonry or wood screening fence would be required adjacent to residentially zoned property to the side and rear.
BOARD MEMBER BRANDON HARDAWAY asked the applicant if he would have a driveway onto 19th Street. The applicant advised the architect would determine that and he could have plans ready in a few days.

BOARD MEMBER ABEL HERNANDEZ asked if the applicant knew the square footage of proposed Garden Office. The applicant replied that each of the four connected offices would be around 1300-1500 square feet, with a parking ratio of 1:200 on a one-acre lot.

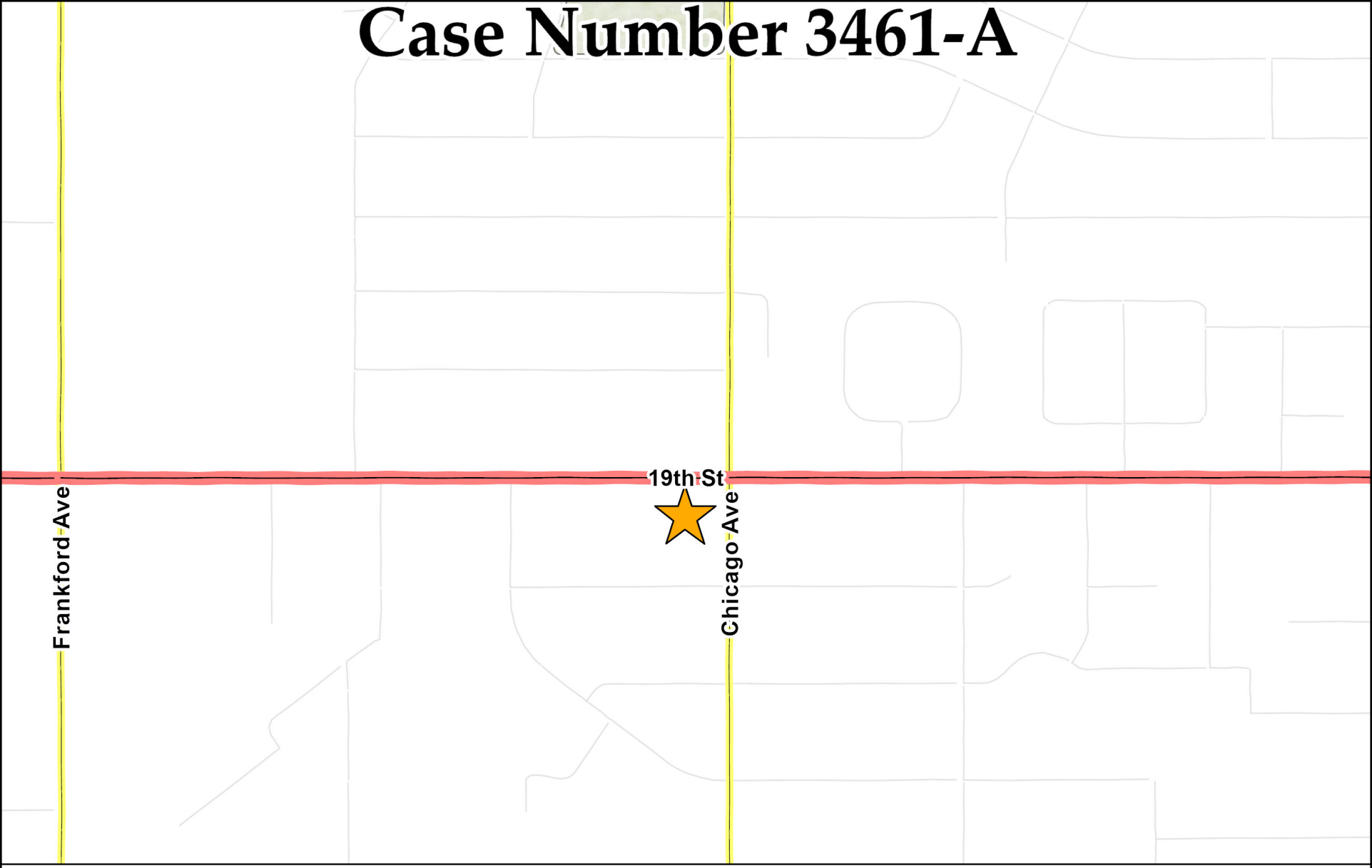
CHAIR SAWYER asked **ASSISTANT CITY ATTORNEY, KELLI LEISURE** if the commission would be allowed to tie an approval to a site plan. She said they could if the commission saw the need to safeguard the surrounding properties.

IN FAVOR CORY DULIN 6515 68th Street, with AMD Engineering clarified that TXDOT determines driveway placement on 19th Street. Per their regulations, a driveway onto 19th Street would not be allowed.

IN FAVOR CYNTHIA WEBB 1205 Buckingham Ave, Wolfforth, TX, stated that she and her husband, applicant Matthew Webb, have attempted to accommodate the residents. However, as they own the property and the request is appropriate for the surrounding area, they should not be denied the right to earn a living. Mrs. Webb stated noise pollution and traffic congestion would not be an issue with their plans for the space. She hopes that LCU students, as well as residents, could benefit from services offered by her tenants if the request was approved.

In the matter of **Zone Case 3461-A** a motion was made by **JAMES BELL** and seconded by **ABEL HERNANDEZ** to approve the request and the Commission members voted 0 (in favor) to 6 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

Case Number 3461-A



Collector
- Completed
- Partial
- Future

Minor Arterial
- Completed
- Partial
- Future

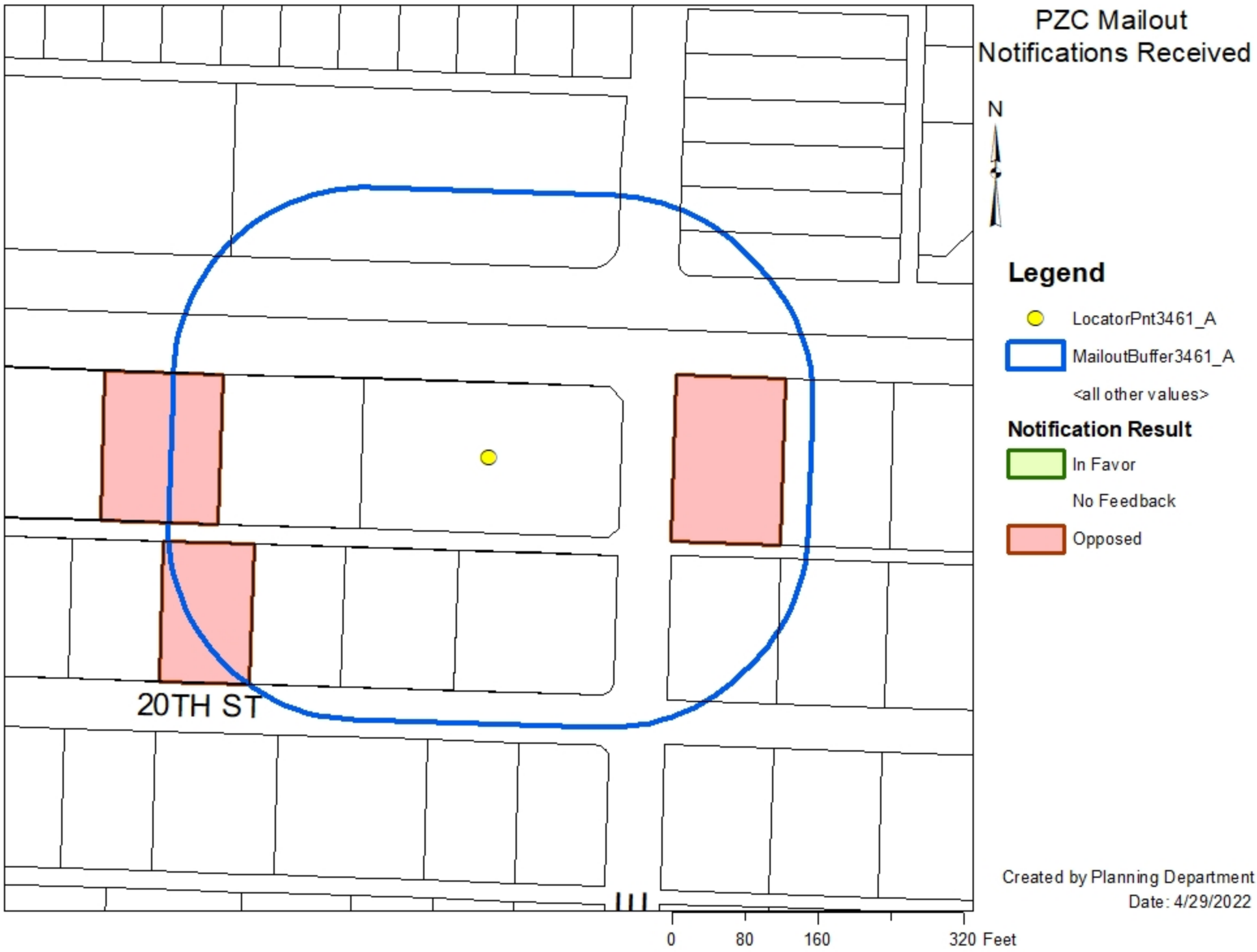
Modified Arterial
- Partial
- Future

Principal Arterial
- Completed
- Partial
- Future

Freeway
- Completed
- Partial
- Proposed Outer Loop

N
W E
S

Date Exported: April 2022


PZC Mailout
Notifications Received
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Legend
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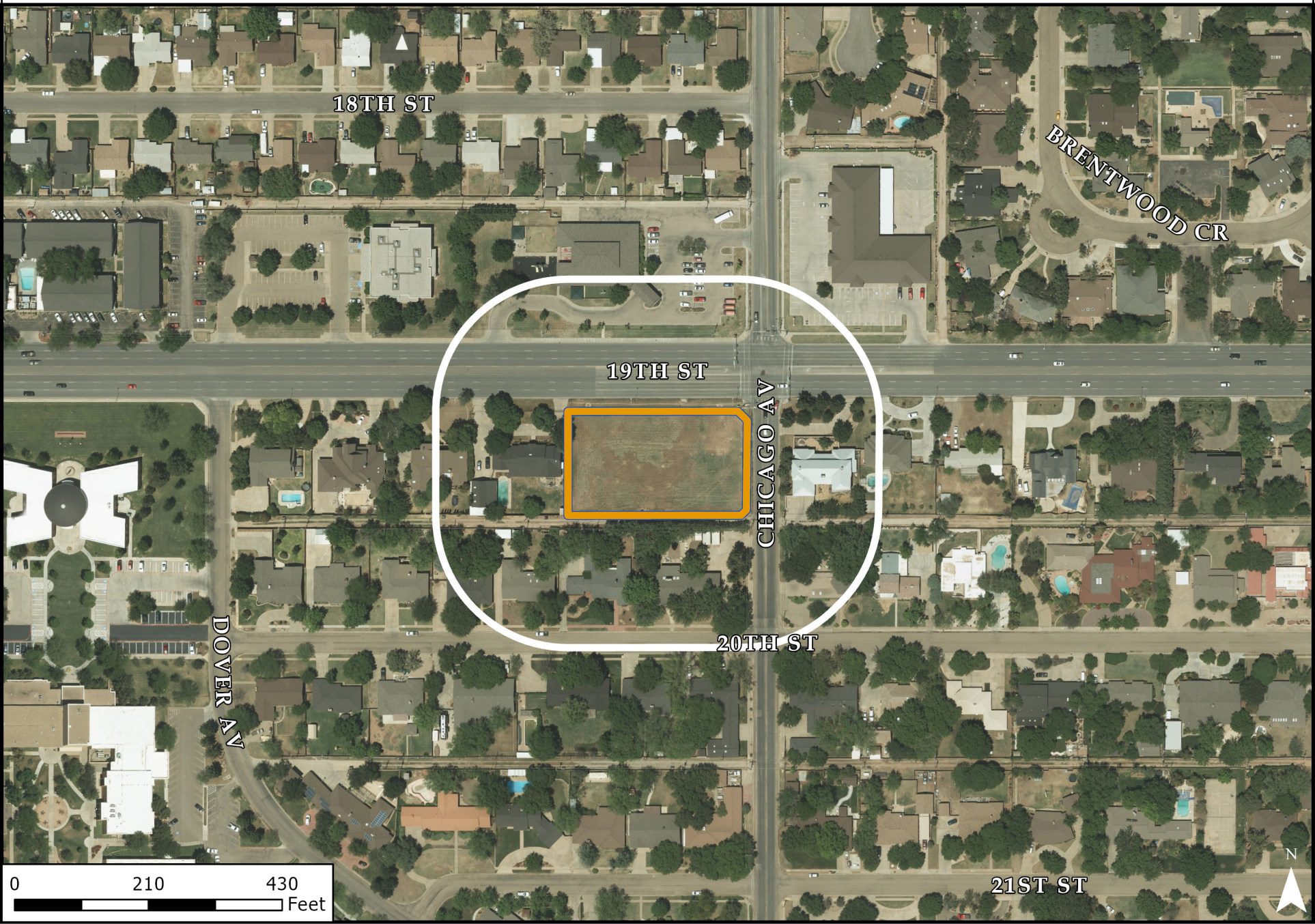
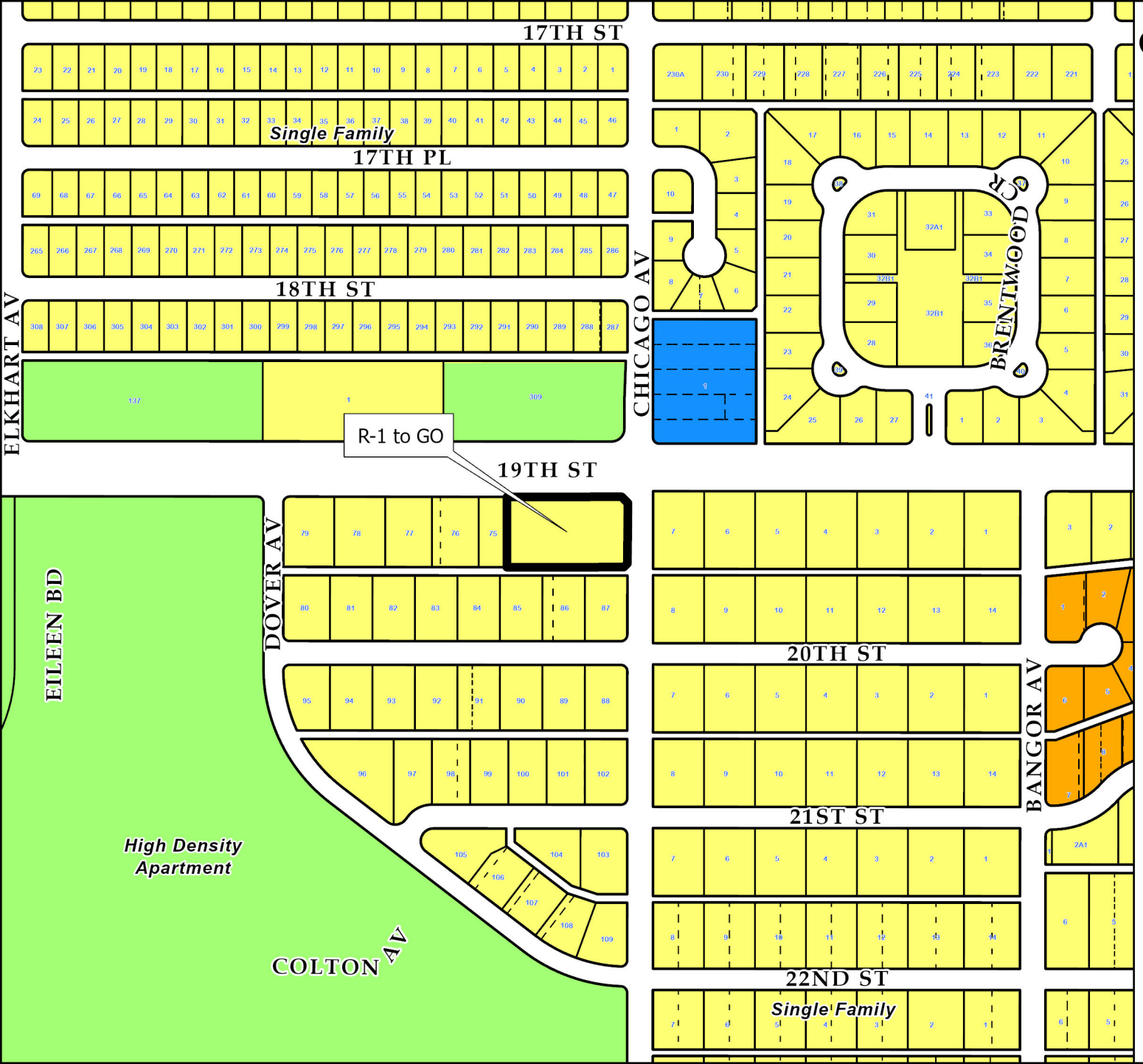
Notification Result
In Favor
No Feedback
Opposed
20TH ST
0
80
160
320 Feet
Created by Planning Department
Date: 4/29/2022

Case Number 3461-A





Current Zoning

3461-A

Zoning Districts

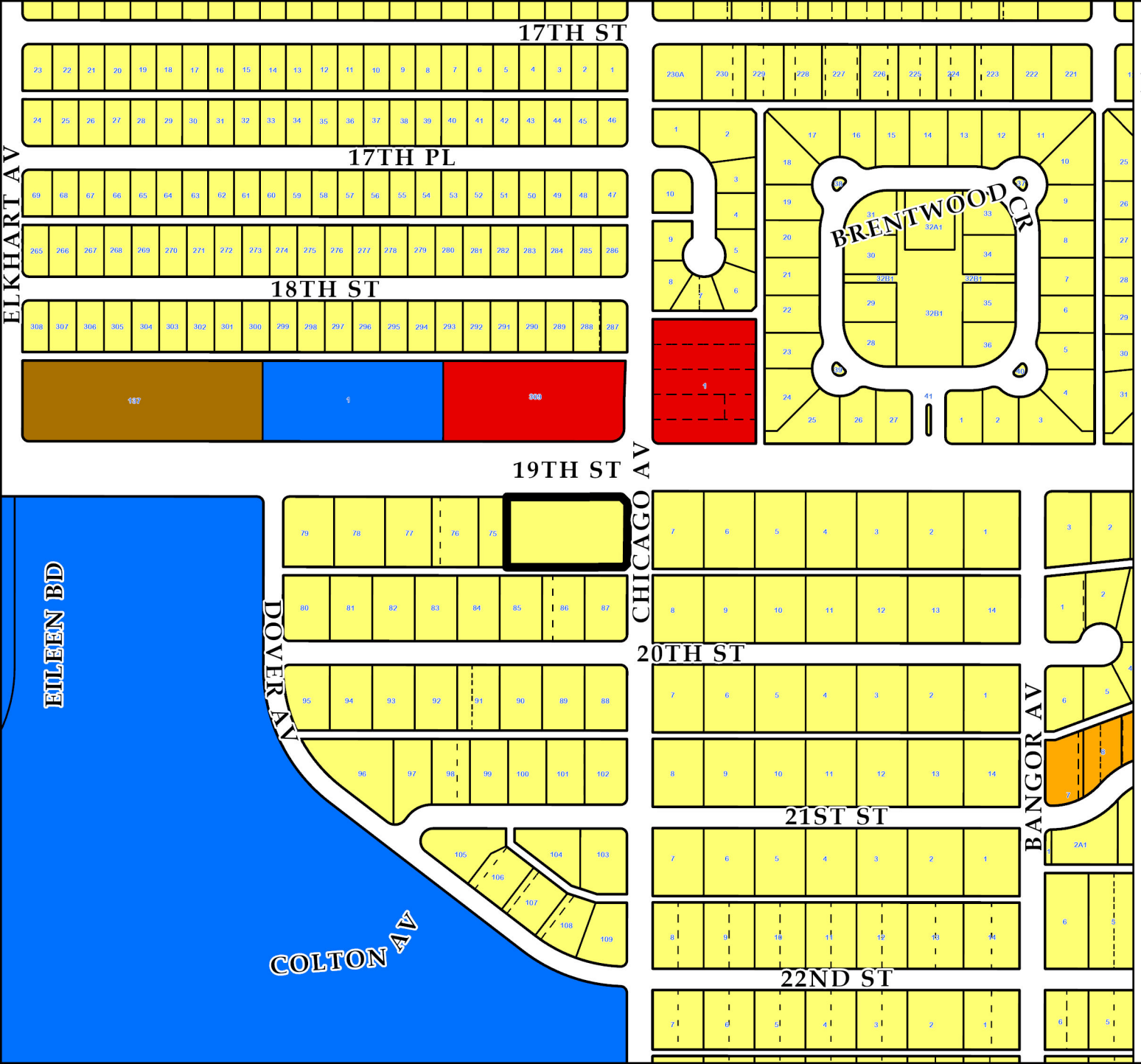
- High Density Apartment
- Garden Office
- Single Family
- Two Family

N

0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: April 2022



Future Land Use Plan
Case 3461-A

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

N

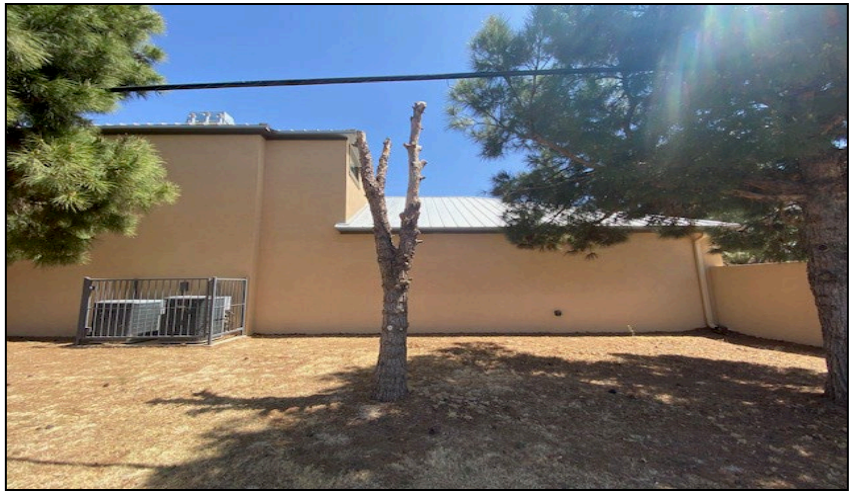
0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: April 2022

3461-A

View West, Subject Property.



View East.

View South.

View North.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 5501, 5503, 5505 19th St.

Lots/Tracts: 19th & Chicago

Survey & Abstract:

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: 1.003

Existing Land Use: vacant Existing Zoning: R-1

Requested Zoning: Garden Office

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name:

Name:

Address: City: State:

ZIP Code: Telephone: Email:

Applicant's Signature:

Date: Printed Name:

Owner Information

Firm Name: Viniro Holdings, LLC

Owner: Matthew + Cynthia Webb

Address: 1205 Buckingham Ave. City: Wolfforth State: TX

ZIP Code: 79382 Telephone: 806-290-8606 Email: mwebb@fscadvisor.com
cynthia.reinoso@ttu.edu

Property Owner's Signature: Matthew H Webb

Date: 3-30-2022 Printed Name: Matthew Webb

Preparer Information

Preparer's Signature: Matthew H Webb

Date: 3-30-2022 Printed Name: Matthew Webb

For City Use Only

Zone Case No: 3461-A Planning and Zoning Commission Date: 05-05-2022

Request for zoning change from: R-1 To: GO

Lots: 1 Blocks:

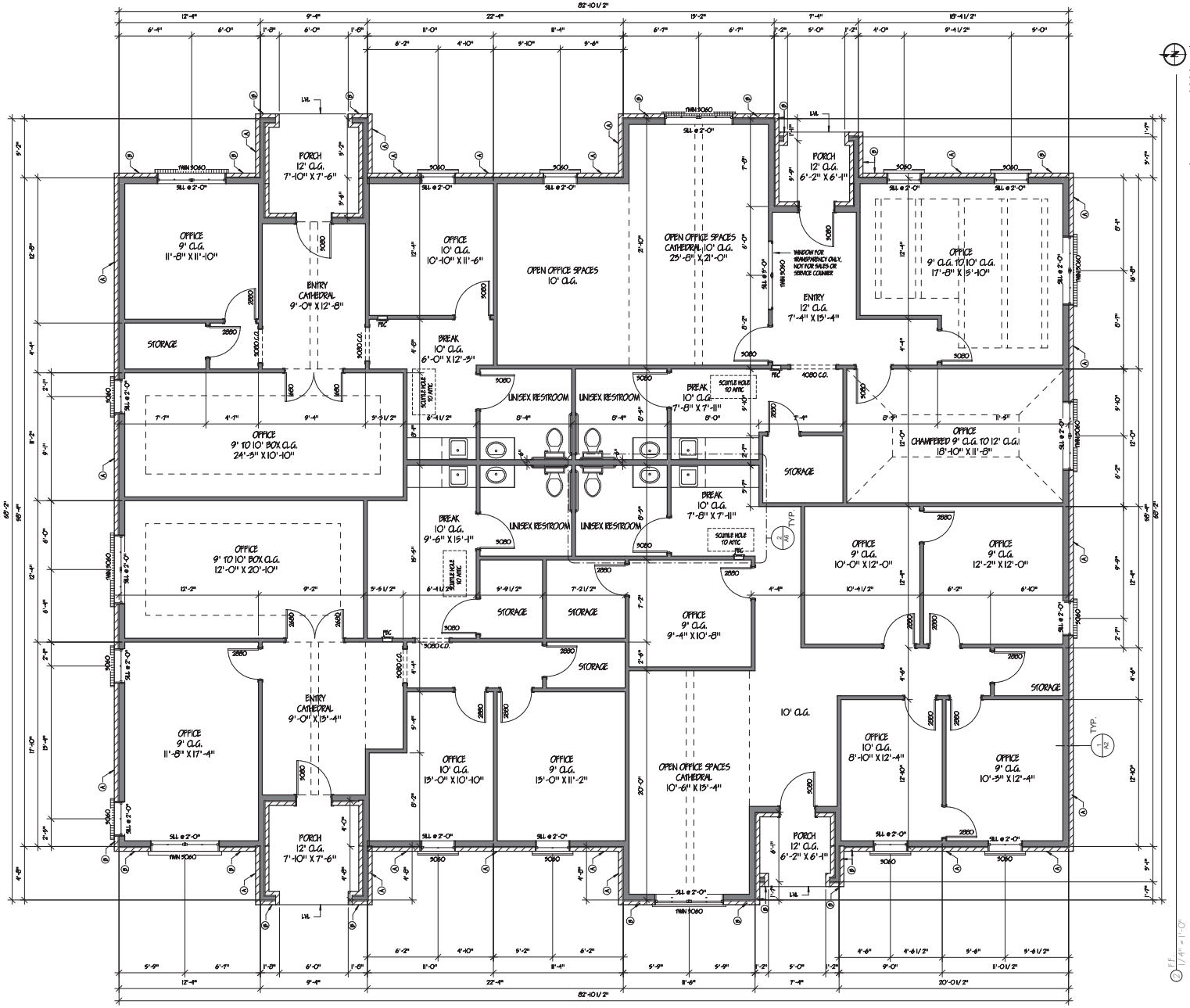
Addition: Clear Sky

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.

BH DRAFTING

PARK 82

OFFICE SUITES



GENERAL NOTES

1. ALL ELECTRICAL, PLUMBING & HVAC WORK TO BE PERFORMED BY A LICENSED CONTRACTOR.
2. ALL FINISHES SELECTED BY OWNER.
3. VERIFY ALL DOOR HEIGHTS.
4. VERIFY ALL WINDOW SIZES.
5. VERIFY ATTIC STORE LOCATION. INSTALL PER MANUFACTURERS INSTRUCTIONS.
6. ALL DOOR CLEARANCES SHALL COMPLY WITH TAS 404, SEE DETAIL 5/ A4
7. DOOR THRESHOLDS SHALL COMPLY WITH TAS 404.2.5. SEE DETAIL 5/ A9.

HEADER SCHEDULE

SPAN	SIZE
4'-0" TO 4'-11"	2- 2x6'S
5'-0" TO 8'-6"	2- 2x8'S
6'-7" TO 8'-3"	2- 2x10'S
8'-4" TO 10'-0"	2- 2x12'S

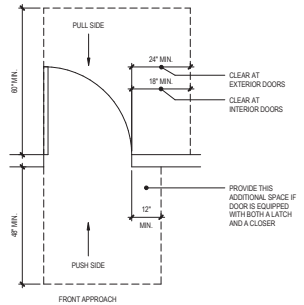
NOTES:

1. ALL HEADERS SPANNING 10'-0" OR GREATER NEED AN ENGINEERED BEAM.
2. ALL HEADERS AT FIRST FLOOR OF TWO STORY HOUSE TO BE 2- 2x12'S WHEN THERE IS A FLOOR ABOVE, UNLESS OTHERWISE NOTED.
3. USE O.S.B. BLOCKS AS HEADER FILLERS UNLESS LOCAL CODE REQUIRES CONTINUOUS O.S.B. FILLER.

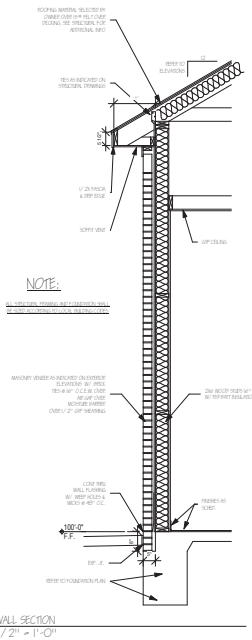
WALL BRACING

AS INDICATED BY:

A. BRACED WALL PANEL FOR ONE STORY AND TWO STORY APPLICATIONS, MINIMUM 4'-0"
B. ALTERNATE BRACED WALL PANEL FOR ONE STORY APPLICATIONS, 2'-8" TO 4'-0"
C. SIMPSON STRONG-WALL 15", 24", 32"
D. FIELD- FABRICATED PORTAL FRAME SYSTEM



5 TYPICAL DOOR CLEARANCES
1/ 2" = 1'-0"



1 WALL SECTION
1/ 2" = 1'-0"

BH DRAFTING
806-438-5578

PARK 82 - LOT C - WEST BLDG.

6909 82nd Street
Lubbock, TX 79424

Plan Use Agreement
By using these plans builder/owner agrees to the following. These plans are the property of bh drafting and design and are not to be traced, reproduced, or used in any manner without the written consent of bh drafting and design. Builder/ owner shall check and verify all drawings prior to construction.

Square Footages

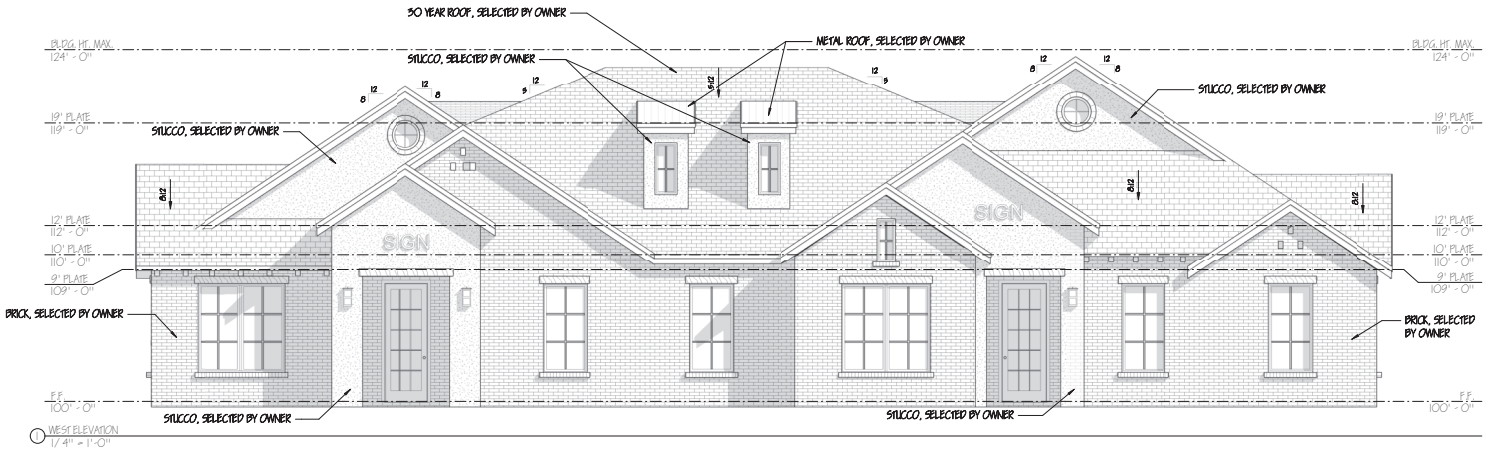
LEASE AREA:	5,866 G.F.S.F.
TOTAL UNDER ROOF:	5,230 G.B.S.F.

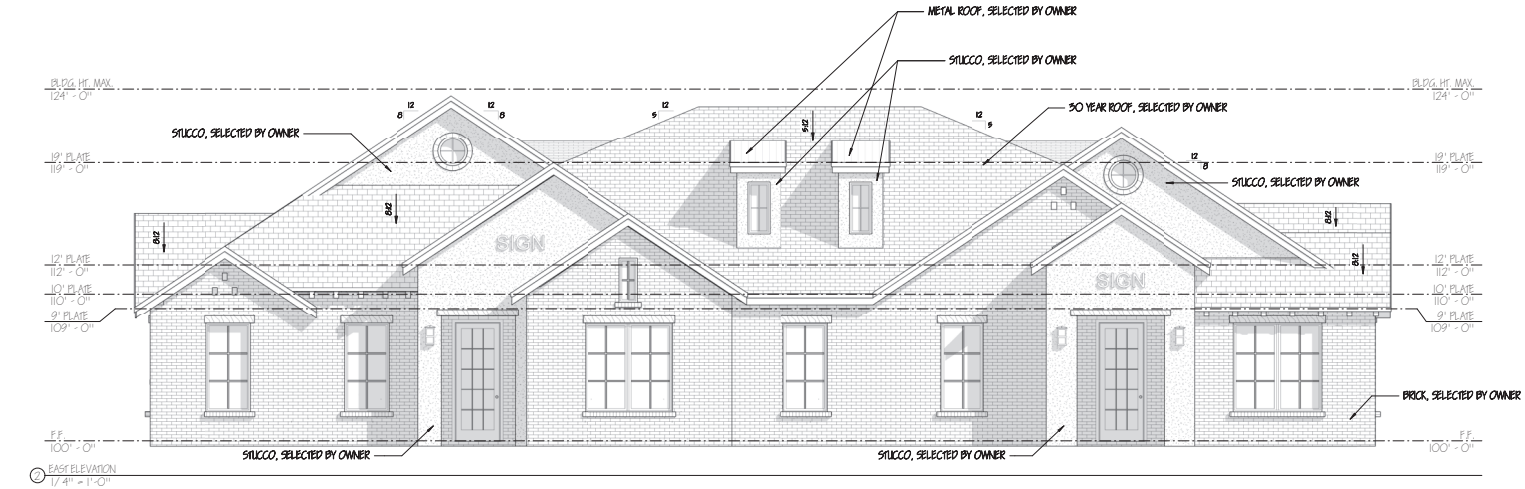
Prelim Set #

Project number: 19-246

Date:	Issue:
	REVIEW
	REVISION 1
	REVISION II
	BID
11.4.2020	CONSTRUCTION

Sheet A2





BH DRAFTING
806-438-5578

PARK 82 - LOT C - WEST BLDG.

6909 82nd Street
Lubbock, TX 79424

Plan Use Agreement

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Square Footages

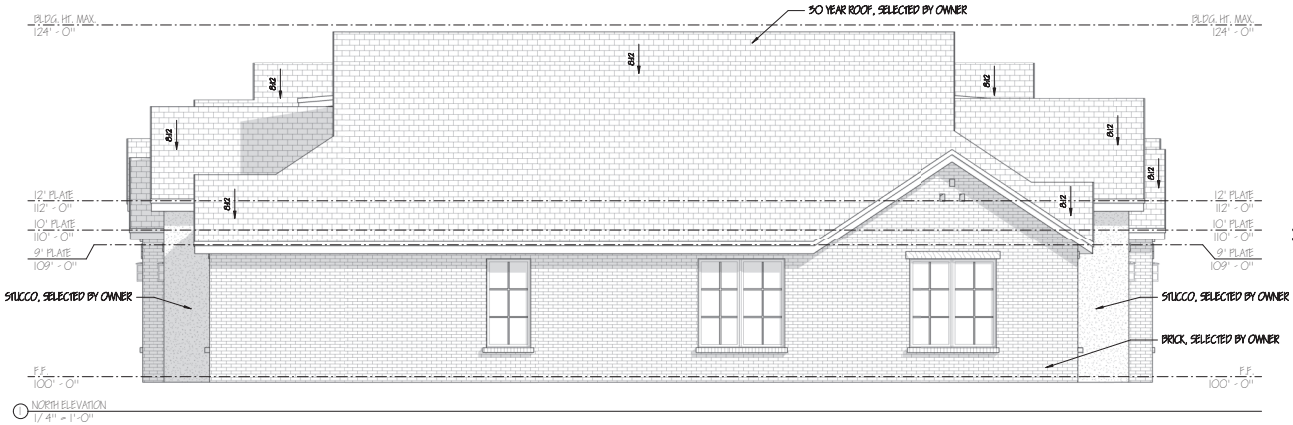
LEASE AREA:	5,886 O.F.S.F.
TOTAL UNDER ROOF:	5,230 O.B.S.F.

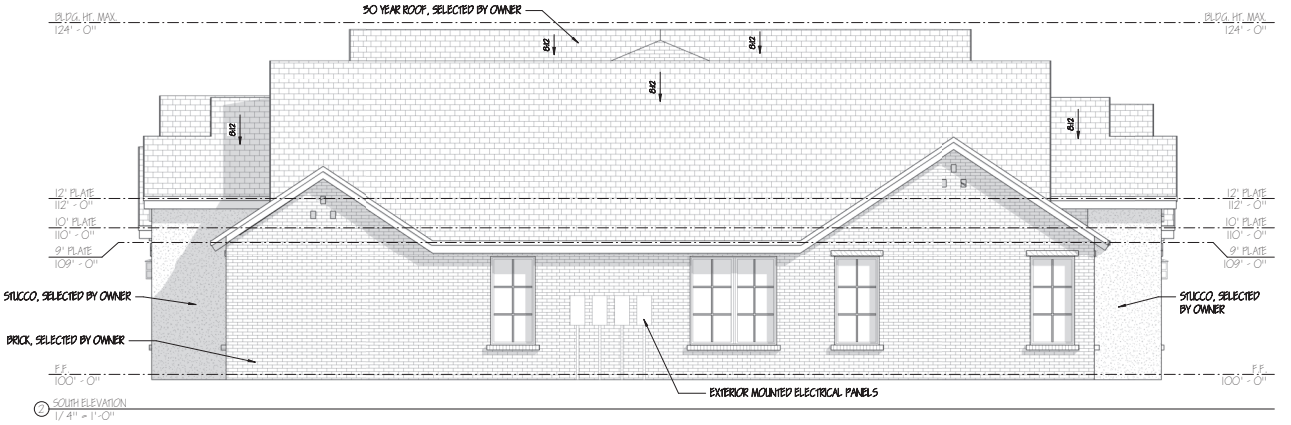
Prelim Set #

Project number: 19-246

Date:	Issue:
	REVIEW
	REVISION 1
	REVISION II
	BID
11.4.2020	CONSTRUCTION

Sheet A4





BH DRAFTING
806-438-5578

PARK 82 - LOT C - WEST BLDG.

6909 82nd Street
Lubbock, TX 79424

Plan Use Agreement

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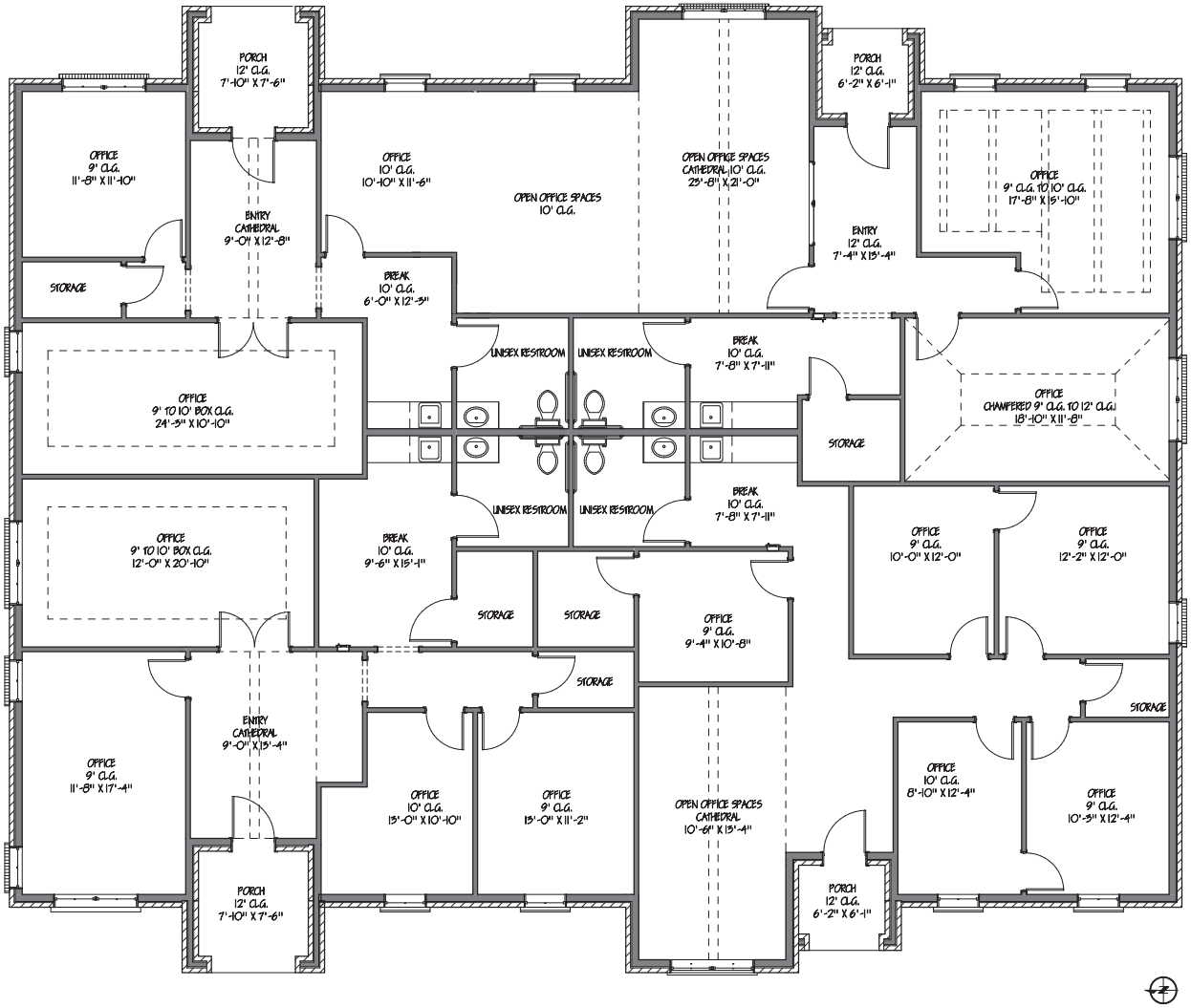
Square Footages

LEASE AREA:	5,986 O.F.S.F.
TOTAL UNDER ROOF:	5,230 O.B.S.F.

Prelim Set #	
Project number:	19-246
Date:	Issue:
	REVIEW
	REVISION 1
	REVISION II
	BID
11.4.2020	CONSTRUCTION
Sheet	A5

BUILDING C - 6909 82ND STREET



From: Haden, Amanda R
To: Bailey Shillings
Subject: Reference Case 3461-A
Date: Wednesday, May 4, 2022 8:19:04 AM

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.

To Bailey Shillings,

We are aware of the owner of the empty lot on 19th and Chicago is still trying to put commercial office/building there. We are asking for you to deny the request from him as it is a horrible idea for our neighborhood. We live at 5513 19th St and would strongly disagree for a commercial building to go up three houses down from us. The pictures the owner presented are awful and do not show the beautiful home directly beside and behind the lot.
We do not need the danger of cars coming in and out of that corner lot with our homes right next door. This is a beautiful place to live, and we want to keep it safe for all.
Please continue to uphold our neighborhood by rejecting this appeal from the landowner.

Thank you,
Amanda and Steven Haden
At 5513 19th St

Amanda Haden
Accreditation Coordinator
Nursing Department
Lubbock Christian University
5601 19th Street
Lubbock, TX 79407

o 806.720.7180
LCU.edu

Lubbock Christian University is a Christ-centered, academic community of learners, transforming the hearts, minds, and hands of students for lives of purpose and service.

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.:** ***3461-A***

In Favor ____

Opposed ✳

Reasons and/or Comments: An apartment, complex, office, or retail ① will devalue my property and those of my neighbors ② will bring Transient individuals into a neighborhood ③ will increase traffic on 19th St and on Chicago Av ④ will ruin the appeal of the neighborhood. ⑤ will increase crime and disorderly behaviors this is a very busy intersection & frequent accidents. you already know how our neighborhood resident feel.

Print Name Ramzi Abdulrahman, MD

Signature: [signature]

Address: 5413 19th ST Lubbock Tx ~~79~~ 79407

Address of Property Owned: see above

Phone Number: (972) 922-1954

Email: ramzi_abdulrahman@yahoo.com

Zone Case Number: **3461-A** R30879 Recipient 2 of 15

ABDULRAHMAN RAMZI E &
ANNA M GONZALES
5413 19TH ST

LUBBOCK TX 79407

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APR 27 2022
BY:

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In Favor ____

Opposed X

Reasons and/or Comments:

Please leave our area a single resident family District for all the obvious reasons.

Traffic
Congestion
noise
value
trash

Print Name MAXINE RICKETSON

Signature: Maxine Ricketson

Address: 5510 20TH ST

Address of Property Owned: 5510 20TH ST

Phone Number: 806 773-2330

Email: RICKETSON52@SBCGLOBAL.NET

Zone Case Number: **3461-A** R33853
RICKETSON WAYNE E
5510 20TH ST

LUBBOCK TX 79407-2006

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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.:** ***3461-A***

In Favor ____

Opposed X

Reasons and/or Comments: We strongly oppose for many of the same reasons we opposed the high density apartments. (traffic, property values, neighborhood effects, etc.) These lots are zoned residential for a reason. There are no other offices, businesses, day cares on this side of the street from Iola to Market Street on Quaker. Someone in the neighborhood has always owned these lots until our neighbors next door moved & decided to sell. These lots should remain single family residential. The current owner has received offers on the lots from residents in the neighborhood, but has refused to accept them. It seems he is just trying to be difficult and pushing for something that is not meant to be.

Print Name Brooke Newsom

Signature: Brooke Newsom

Address: 5509 19th Lubbock, TX 79407

Address of Property Owned: 5509 19th

Phone Number: 806-241-1235

Email: brooke.thesellersrealty@gmail.com

Zone Case Number: **3461-A** R33678 Recipient 7 of 15

NEWSOM GLEN & BROOKE
5509 19TH ST

LUBBOCK TX 79407

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.: 3461-A

In Favor

Opposed ✓

Green Lawn Subdivision was developed and zoned as single-family housing. The proposed zoning change from Single-Family District (R-1) to Garden/Office District (GO) is not consistent with the comprehensive plan for the area and violates existing deed restrictions attached to the property. Recently, a zoning change of this same property to High-Density Apartments (A-2) was unanimously rejected by the zoning board.

The safety and traffic issues have not been mitigated from the prior proposal and are still relevant issues related to this zoning change proposal.

The prior proposal was ill-conceived and should never have been supported by city staff. We do not have enough details related to this proposal to date but nothing made available so far would change our opposition. City staff should remain neutral on the proposal and not publicly recommend this change.

City staff should also not publicly diminish homeowners that live outside the 200 feet boundary when the bulk of the boundary is within 7 lanes of traffic. City staff's role should not be to damage the residents in favor of the developer and no doubt the residents will be physically and economically damaged should this proposal be approved.

We oppose this zoning change for the above referenced reasons.

Print Name: Paul + Brendell O'Brien ✓
Signature: [signature]
Address: 5501 21st Lubbock, Tx 79407
Address of Property Owned:
Phone Number: 806 793 4755
Email: mbrendellp@aol.com

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: PX / Case No: 22-061-A

In Favor:

Opposed: ✓

Reasons and/or Comments:
The property belongs in Greenlawn w/ the deed restrictions it carries with it.
Traffic is horrible now & could be much worse
We are a residential area between 19th & Dover & Chicago for 29 blocks. That should remain for all of our families safety and belief in what we were told about always being residential.

Print Name: Carolann Garrity
Signature: Carolann Garrity
Address: 5514-20th St.
Address of Property Owned: 5514-20th St, 5411-27th + 5407-29th
Phone Number: 206-769-2111
Email: cgarrity@reachone.com

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BY:

City of Lubbock, TX
Planning Department
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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: PZ Case No. 21-61-A

In Favor

Opposed X

Reasons and/or Comments:

These lots need to remain single family residential lots. Homes are on each side of these lots. We invested in our home b/c we do not want to be in an office or comercial neighborhood. Our value will decline and traffic increase

Print Name: Jeff and Lisa Sellers

Signature: Lisa Sellers

Address: 5512 20th

Address of Property Owned: 5512 20th

Phone Number: 806.778.2486

Email: sellerslisa@att.net

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BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.: 3461-A

In Favor

Opposed ✓ Opposed

Reasons and/or Comments:

Print Name Rose N. Burnett
Signature Rose N Burnett
Address 5510 - 21ST Street, Lubbock TX 79407
Address of Property Owned 5510 - 21ST Street, Lubbock TX
Phone Number 806-795-1235
Email nellblhs55@hotmail.com

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.:** ***3461-A***

In Favor ____

Opposed ✓

Reasons and/or Comments:

Southside of 19th street is residential single family, except the University which is located at Major intersection which Chicago is not a major intersection

Print Name Walid ALSOUKI
Signature: [signature]
Address: 5508 22nd st
Address of Property Owned: 5508 22nd st
Phone Number: (806) 790-7773
Email: Walsouki@gmail.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.: *3461-A*

In Favor _____

Opposed X

Reasons and/or Comments:

It is a residential location and it needs to be kept as residential. As it is we have alot of traffic and now is not the time to a more traffic. The location is not the best use for any type of commercial use and lots have homes in them.

Print Name: Vicki Noyola

Signature: Vicki Noyola

Address: 5508 22nd St

Address of Property Owned: 5508 22nd St

Phone Number: 806 785-6500

Email: vicke@westtexasrealtors.com

Bailey Shillings

From: Beverly Crossnoe <beverly@crossnoe.com>
Sent: Monday, May 2, 2022 11:11 AM
To: Bailey Shillings
Subject: Case 3461-A Zoning change request

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.

To Bailey Shillings:
I understand that the owner of the vacant land at 19th and Chicago is still trying to put commercial buildings there. From the outpouring of support AGAINST the zone change a few weeks ago, it is obvious that the neighborhood feels strongly that this is a residential area and it should not be changed.

Based on information gathered from the appraisal district website, Mr. Webb purchased land in Wolfforth in June of 2019 and built a home now appraised at $420,000. He purchased the vacant lot on 19th in August of 2021 obviously as a speculative investment since he had just completed his own home. He could not have considered that this was an old residential neighborhood that would not welcome a commercial venture.

His request has been changed from high density apartments to "garden offices", but that still brings in increased traffic at the red light at that intersection which is already a problem. Chicago Avenue has elementary schools about two blocks to the north and ten blocks to the south and increased traffic in the mornings and afternoons is a concern even without a commercial venture on that corner.

There are private residences that border this property on three sides – all sides except 19th street. They should not have to be the "buffer" zone that is usually provided by duplexes between private homes and commercial property. Their property values especially would be severely impacted.

Please continue to uphold our neighborhood by rejecting this appeal from a speculative investor.

Thank you,
Beverly and Marvin Crossnoe
At 5506-22nd since 1972 – - - 50 years!

Bailey Shillings

From: ken4feet@aol.com
Sent: Monday, May 2, 2022 7:53 PM
To: Bailey Shillings
Cc: janainlubbock@aol.com
Subject: Zoning Change on 19th street Case # 3461

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.

We are writing to voice our opposition to the proposed zoning change for case #3461 at the southwest corner of 19th street and Chicago. We are home owners at 5511 19th street and have lived there for more than 20 years. From the application that was filed, we have copied the intent of R-1 zoning below:

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.”

Garden offices would certainly be inharmonious to the Green Lawn subdivision that is filled with single family residences. When we purchased our lot and built our home, we never expected that this neighborhood could contain garden offices. We would be concerned about the increase traffic density, especially with turning off of 19th street into a garden office. Our property values would certainly decrease, which would not be fair to the residents of this neighborhood.

There is overwhelming opposition to rezoning this property, and the will of the current residents should be taken into account over a single investor wanting to come in and change our neighborhood. To our knowledge, this property has not been on the market for very long. For many years it was owned by the residents to the west of the lot and was never put up for sale. We have been told that an offer was made to purchase the property from the current owner by one or more Green Lawn residents.

Please maintain the harmony of single family residences and protect our property values by denying this request to change the zoning classification. Thank you for your consideration.

Kenneth and Jana Stephenson
5511 19th street
Lubbock, Tx

Bailey Shillings

From: Haden, Amanda R <amanda.haden@lcu.edu>
Sent: Wednesday, May 4, 2022 8:19 AM
To: Bailey Shillings
Subject: Reference Case 3461-A

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.

To Bailey Shillings,

We are aware of the owner of the empty lot on 19th and Chicago is still trying to put commercial office/building there. We are asking for you to deny the request from him as it is a horrible idea for our neighborhood. We live at 5513 19th St and would strongly disagree for a commercial building to go up three houses down from us. The pictures the owner presented are awful and do not show the beautiful home directly beside and behind the lot.
We do not need the danger of cars coming in and out of that corner lot with our homes right next door. This is a beautiful place to live, and we want to keep it safe for all.
Please continue to uphold our neighborhood by rejecting this appeal from the landowner.

Thank you,
Amanda and Steven Haden
At 5513 19th St

Amanda Haden
Accreditation Coordinator
Nursing Department
Lubbock Christian University
5601 19th Street
Lubbock, TX 79407

o 806.720.7180
LCU.edu

Lubbock Christian University is a Christ-centered, academic community of learners, transforming the hearts, minds, and hands of students for lives of purpose and service.

Bailey Shillings

From: CityPlanning
Sent: Thursday, May 5, 2022 1:17 PM
To: Bailey Shillings
Subject: FW: P & Z Case # 3461-A

From: P Bryant <pbryantfamily@gmail.com>
Sent: Thursday, May 5, 2022 12:06 PM
To: CityPlanning <cityplanning@mail.ci.lubbock.tx.us>
Subject: P & Z Case # 3461-A

WARNING: This message was sent from outside the City of Lubbock's email system.

It could contain harmful attachments or links to harmful web pages.

I would like to let you know we are OPPOSED to changing the zoning at 19th street and Chicago!
We would like to keep these lots as residential lots! **Planning & Zoning Case # 3461-A**
Thank you so much,
Phil and Dene' Bryant

Phil and Dene' Bryant
5508 21st street
lubbock TX
79407
806-787-7708
pbryantfamily@gmail.com

Information

Agenda Item

Resolution - Planning: Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provision of the City of Lubbock Ordinance No. 2009-O0060, at 1915 19th Street, for an alcoholic beverage permit for End Zone #4.

Item Summary

Effective August 8, 2009, Ordinance No. 2009-O0060 Amended Section 14.1.007 (Section 18-11), Alcoholic beverages near church, school, or hospital in Chapter 14, Offenses-Miscellaneous, of the City of Lubbock Code of Ordinance related to businesses who obtain a permit from the Texas Alcohol 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 a 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 requirement in the Texas Alcohol Beverage Code.

The request for a variance is from End Zone #4, located at 1915 19th Street which is within 300 feet of a school, Lubbock High School, located at 2004 19th Street. A New World Christian Daycare is also located within 300 feet of the subject property at 1912 19th Street. However, since the request is for off-premise alcohol sales only, the separation requirement from a daycare is not applicable.

A request for a new permit for off-premise alcohol sales at this location is 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 statue 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 resource;
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

Jesica McEachern, Assistant City Manager

Attachments

Resolution - End Zone #4
Variance Request - End Zone #4
Zoning and TABC Pre-Qualification
Map - End Zone #4

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: **SAVI, LLC d/b/a End Zone #4, 1915 19th Street**, Lubbock, Texas. This variance shall remain in effect for so long as: 1) a **Package Store Permit [P]**, or 2) a subsequent like use, if any, are in effect at the above-referenced location.

Passed by the City Council this _____ day of _____, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kristen Sager, Interim Director of Planning

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

vw/ccdocs/Kelli/Resolutions/RES.Variance-End Zone #4
May 9, 2022

SAVI, LLC

DBA: 19th St Liquor Beer Wine

7753 19th St
Lubbock, TX 79407

03 May 2022

City of Lubbock – City Council

Reference: Property Ownership

I currently own the property located at: 1915 19th St., Lubbock, TX 79401. The property is listed as:

Surangi, LLC in the Lubbock County records of deeds

- Owner: Atul (Andy) R. Shah & Swati A. Shah
  - Business name: EndZone Liquor Beer & Wine
  - Business address: 1915 19th St, Lubbock, TX 79401
  - Owner's cell numbers: 806-523-8302 & 806-445-9091

We are willing to answer and address any concerns you may have.

Sincerely,

Shah Atul

Atul Shah

SAVI, LLC

DBA: 19th St Liquor Beer Wine

7753 19th St
Lubbock, TX 79407

03 May 2022

City of Lubbock – City Council

Request for Variances

I am requesting a variance for the above location due to Lubbock High and a daycare is in close proximity to my store – meaning less than 300ft.

I am requesting a "Package Store" P permit ~~and a Parking variance for both~~. I currently operate 3 other liquor stores in the Lubbock area. As such, I have no violations and all state and local taxes are paid in a timely manner. Other details regarding this request:

- Owner: Atul (Andy) R. Shah & Swati A. Shah
  - Business name: EndZone Liquor Beer & Wine
  - Business address: 1915 19th St, Lubbock, TX 79401
  - Owner's cell numbers: 806-523-8302 & 806-445-9091

We are willing to answer and address any concerns you may have.

Sincerely,

Shah Atul

Atul Shah

City of Lubbock

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

ZONING CERTIFICATE

Business Information ANDY SHAH 806-523-8302

Local Contact: Will Williams Local Contact Phone No.: 214-404-6647

Name of Business: SAVI LLC / DBA END ZONE #4

Address: 1915 19th Street City: Lubbock State: TX Zip: 79401

Telephone: _____ Email: _____

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)
- ☐ Mixed Bev. Restaurant w/Food and Beverage (RM)
- ☐ Other (describe)_____

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: ATUL (ANDY) SHAH / SAVI LLC

Address: 7253 19th ST City: LUBBOCK State: TX Zip: 79407

Business Owner Information

Name: ATUL (ANDY) SHAH / SAVI, LLC

Address: 1915 19th ST City: LUBBOCK State: TX Zip: 79401

Applicant Information

Name: ATUL SHAH

Address: 7253 - 19th ST City: LUBBOCK State: TX Zip: 79407

Interest in Business/Authority to Make Application: Will Williams - 214-404-6647 @TS506@GMAIL.COM

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:
City of Lubbock City Secretary's Office	Phone: (806) 775 - 2061	E-mail:

City of Lubbock

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

ZONING CERTIFICATE

Planning and Zoning Information

Gross Sq. Footage of Bldg.: 3008 Zoning: C-2 Sales Tax No.: 33619032895

Parking Ratio: 1:175 Spaces Req. 18 Spaces Provided: 33

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: Shah Atul Date: 02-17-2022

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:

City of Lubbock City Secretary's Office Phone: (806) 775 - 2061 E-mail:

LEGAL NOTICE FOR WEEKENDERS LAKE STOP

APPLICATION HAS BEEN MADE WITH THE TEXAS ALCOHOLIC BEVERAGE COMMISION FOR A PACKAGE STORE BY SAVI LLC. DBA ENDZONE #4, TO BE LOCATED AT 1915 19TH STREET, LUBBOCK, LUBBOCK, TEXAS. OFFICER OF SAID LLC IS ATUL RAMANLAL SHAH MANAGER.

TEXAS ALCOHOLIC BEVERAGE COMMISSION

Document reference ID : 81187

Licensing Application Summary

You must review your application and confirm that the information displayed here is correct. Select **Review and Confirm** to continue and make the payment. If the information is not correct, select **Next** to return to the application, edit the data as needed and finalize the submission. If you need to store the application packet for your records, select **Download**.

Application ID:	81187
Applicant Name:	SAVI LLC
License Type applied for:	Package Store Permit (P)

Entity Information

Business Structure:	Limited liability company
FEIN/SSN Number:	464525822
Historically Underutilized Business:	No
Veteran-owned business:	No
Fraternal Owned:	No

Initial Application Information

Authority Type:	I am an authorized user without binding authority

Principal Parties

Principal Parent Entity	Principal Party	Role	%Ownership
SAVI LLC	ATUL SHAH	Manager, Member, President	100

husband & wife team

Basic Business information

Business/Trade Name:	Endzone #4
What is your primary business at this location?	Package Store / Liquor Store

Location's Phone Numbers

Business Phone Number	806-523-8302
Alternate Phone Number	806-445-9091

Location Address

Address:	1915 19th St, Lubbock, TX, United States, Lubbock Lubbock 79401
Is your location within city limits?	Yes

Mailing Address Information

Address:	1915 19th St, Lubbock, TX, United States, Lubbock 79401

Measurement Information

Is a residential address or established neighborhood association located within 300 feet of any property line of your premises?	Yes

Location Additional Information

Is the proposed location in a hotel or motel?	No
Is the business submitting this application as a result of acquiring an existing package store business pursuant to Section 22.041 of the Alcoholic Beverage Code?	No

Property Ownership

Do you, the applicant, own the land, building, and/or warehouse at this proposed licensed location?	Yes
Are you operating under?	None

TEXAS ALCOHOLIC BEVERAGE COMMISSION

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 _____ , _____ , 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

_____
City Secretary/Clerk

_____ ,TEXAS
City

SEAL

TEXAS ALCOHOLIC BEVERAGE COMMISSION

Texans Helping Businesses & Protecting Communities

CERTIFICATE OF COUNTY CLERK FOR: (P, Q & BF)

Section 11.37 & 61.37

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I hereby certify on this _____ day of _____, _____, that the location for which the license/permit is sought is in a **"wet"** 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 Clerk

_____
County

SEAL

TEXAS ALCOHOLIC BEVERAGE COMMISSION

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATES

I hereby certify on this _____ day of _____ , _____ , 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 _____

Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE

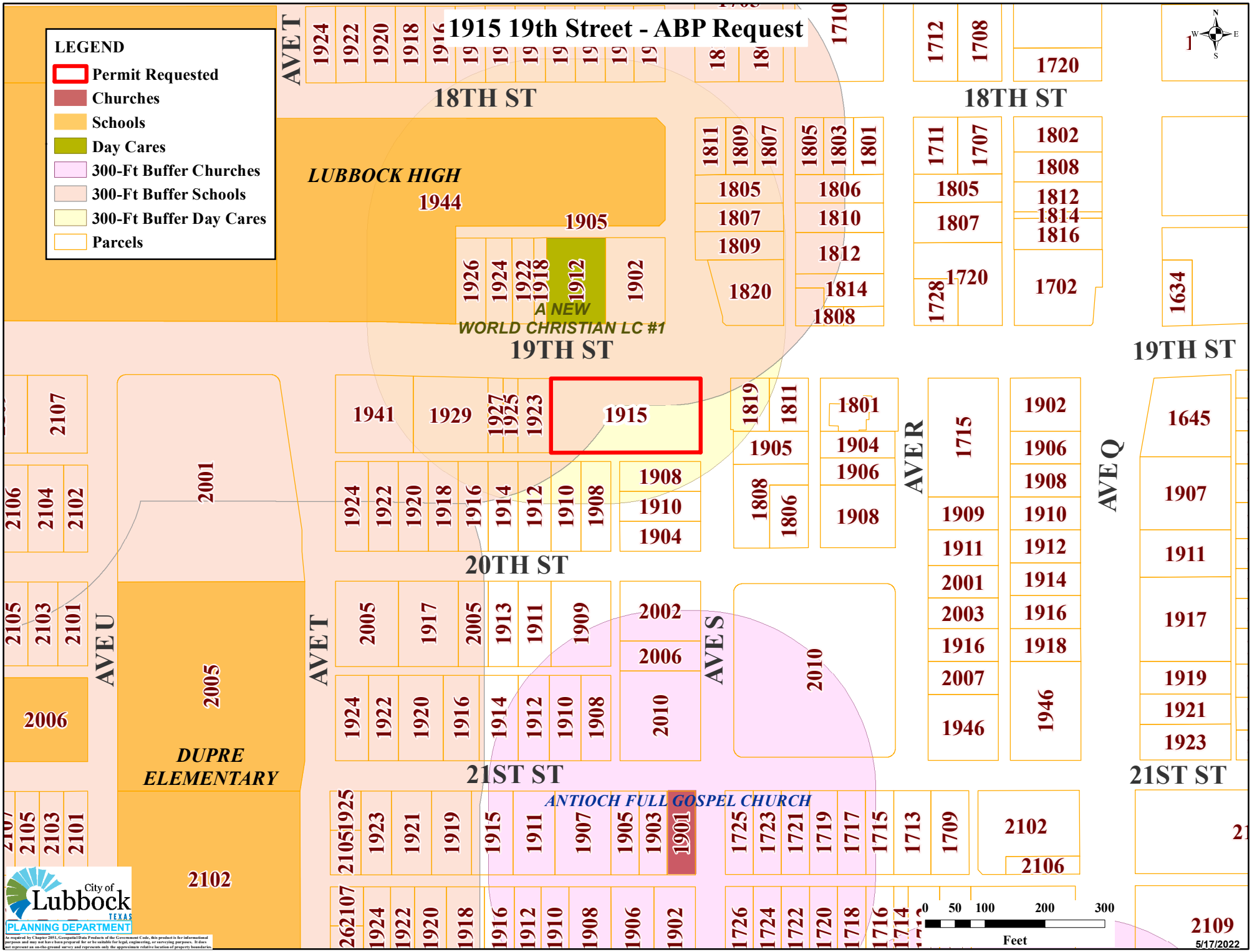
_____
Comptroller Representative

_____ ,TEXAS
City

SEAL

TEXAS ALCOHOLIC
BEVERAGE COMMISSION

PUBLISHER'S AFFIDAVIT	
Name of newspaper	
City, County	
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)	
Publisher or designee certifies attached notice was published in newspaper stated on dates shown	
Signature of publisher or designee	
Sworn to and subscribed before me on this date	
Signature of Notary Public	
SEAL	
ATTACH PRINTED COPY OF THE NOTICE	


1915 19th Street - ABP Request
LEGEND
Permit Requested
Churches
Schools
Day Cares
300-Ft Buffer Churches
300-Ft Buffer Schools
300-Ft Buffer Day Cares
Parcels
AVE T
18TH ST
LUBBOCK HIGH
1944
1905
A NEW
WORLD CHRISTIAN LC #1
19TH ST
1915
1941
1929
AVE R
AVE Q
20TH ST
AVE U
AVE S
2001
2005
2010
DUPRE
ELEMENTARY
21ST ST
ANTIOCH FULL GOSPEL CHURCH
1901
2102
2106
2109
City of Lubbock
TEXAS
PLANNING DEPARTMENT
0 50 100 200 300
Feet
5/17/2022

Information

Agenda Item

Resolution - Planning: Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provision of the City of Lubbock Ordinance No. 2009-O0060, at 3131 34th Street, for an alcoholic beverage permit for Vizo's African Bar and Restaurant.

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 Ordinance related to businesses who obtain a permit from the Texas Alcohol 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 or daycare, 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 requirement in the Texas Alcoholic Beverage Code.

The request for a variance is from Vizo's African Bar and Restaurant, located at 3131 34th Street, which is within 300 feet of a daycare, Mrs. O's Learning Academy, located at 3101 34th Street.

A request for a new permit for on-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

Jesica McEachern, Assistant City Manager

Attachments

Resolution
Vizo's-Request for Variance
Zoning and TABC Pre-Qualification
Map - Vizo's

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: **Vizo's African Bar and Restaurant, 3131 34th Street**, Lubbock, Texas. This variance shall remain in effect for so long as: 1) a **Mixed Beverage [MB]**, 2) **Wine and Beer Retailer's [BG]**, 3) **Retail Dealer's On-Premise – late hours license [BL]**, or 4) a subsequent like use, if any, are in effect at the above-referenced location.

Passed by the City Council this _____ day of _____, 20__.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kristen Sager, Interim Director of Planning

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

vw/ccdocs/Kelli/Resolutions/RES.Variance-Vizo's
05.02.22

04-26-2022

Capshaw Capital, Inc. hereby gives Vizo's African Bar & Restaurant permission to request a variance to the separation requirement on our property located at 3131 34th street, Lubbock, TX 79410.

Signed:

CAPSHAW CAPITAL, INC.

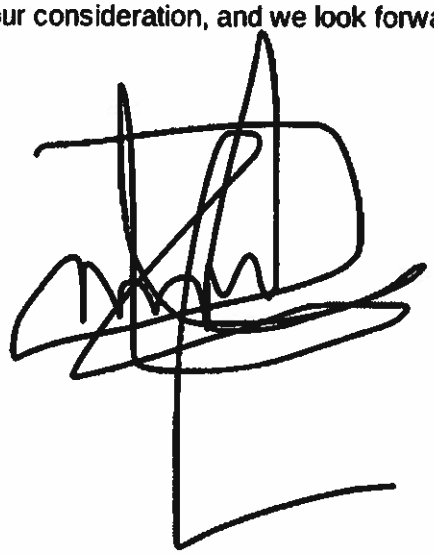
JOHN DETERDING
General Manager
806-792-6161 office
512-261-2037 cell
4305 66th Street
Lubbock, Texas 79414

04-26-2022

To the City Council:

On behalf of Vizo's African Bar & Restaurant, I Victor Nga, the business owner, would like to request for a separation variance for our business located at 3131 34th street, Lubbock, TX 79410. This property is owned by Capshaw Capital, Inc. The permit we are requesting from the TABC is a Mixed Beverage permit and a transfer of our Beer and Wine permit from our previous location; 4930 S loop 289, ste 204, Lubbock, TX 79414 to this current location.
Thank you for your consideration, and we look forward to your favorable response.

Signed:



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

ZONING CERTIFICATE

Business Information

Local Contact: Victor Nga Local Contact Phone No.: 832-679-1012
Name of Business: Vizo's African Bar and Restaurant
Address: 3131 34th street City: Lubbock State: TX Zip: 79410
Telephone: 832-679-1012 Email: vizoslubbock@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)
- ☐ Minibar Permit (MI)
- ☐ Beer Retailer's On-Premise (BE)
- ☑ Retail Dealer's On-Premise – late hours license (BL)
- ☐ Local Cartage Permit (E) – with BG only
- ☐ Catering (CB)
- ☑ Food & Beverage Cert. (FB)
- ☐ Brewpub License (BP)
- ☐ Private Carrier's Permit (O) – Brewpubs (BP) with a BG only
- ☐ Mixed Beverage Restaurant with Food and Beverage (RM)
- ☐ Other (describe)_____

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)
- ☐ Third-Party Cartage Permit (ET)
- ☐ Local Cartage Permit (E)
- ☐ Other (describe)_____

Property Owner Information

Name: Capshaw Capital Inc.
Address: 4708 67th street City: Lubbock State: TX Zip: 79414

Business Owner Information

Name: Victor Nga / Ashley Kusia
Address: 4510 Ironton Ave, #1201 City: Lubbock State: TX Zip: 79407

Applicant Information

Name: Victor Nga
Address: 4510 Ironton Ave, #1201 City: Lubbock State: TX Zip: 79407
Interest in Business/Authority to Make Application: Owner

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

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

ZONING CERTIFICATE

Planning and Zoning Information

Gross Sq. Footage of
Bldg. or Tenant Space: 3600 sq. ft Zoning: C-2 Sales Tax No.: 32067262520
Parking Ratio: 1:75 Spaces Req. 48 Spaces Provided: 150

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: N/A Dance Floor ☐ Yes ☑ No
Dance Floor Size: N/A 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: 04/19/2022

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

Texas Helping Business & Protecting Communities

Document reference ID : 98245

Licensing Application Summary

You must review your application and confirm that the information displayed here is correct. Select **Review and Confirm** to continue and make the payment. If the information is not correct, select **Next** to return to the application, edit the data as needed and finalize the submission. If you need to store the application packet for your records, select **Download**.

Application ID:	98245
Applicant Name:	VIZO'S AFRICAN BAR & RESTAURANT LLC
License ID:	106036199
License Type:	Wine and Malt Beverage Retailer's On-Premise Permit (BG)
Address:	N/A
Business Structure:	Limited liability company
FEIN/SSN Number:	824980834
Historically Underutilized Business:	No
Veteran-owned business:	No
Secretary of State Filing Number:	N/A
Date Filed:	N/A
Filing State:	N/A

Principal Parties

Principal Parent Entity	Principal Party	Role	%Ownership
VIZO'S AFRICAN BAR & RESTAURANT LLC	ASHLEY KUSIA	Manager, Member, Officer	50
VIZO'S AFRICAN BAR & RESTAURANT LLC	VICTOR NGA	Member	50

Location Address

Address: 4930 S LOOP 289 STE 204, LUBBOCK, TX, UNITED STATES 79414

Business/Trade Name: VIZO'S AFRICAN BAR & RESTAURANT

Proposed Location Address

Address: 3131 34th St, Lubbock, TX, United States 79410

Proposed Phone Number

Phone: 832-679-1012

TEXAS ALCOHOLIC BEVERAGE COMMISSION

Texans Helping Businesses & Protecting Communities

CERTIFICATE OF CITY SECRETARY FOR: (MB, BG & BE)

Section 11.37 & 61.37

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I hereby certify on this _____ day of _____ , _____ , 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.

MB	Mixed Beverage Permit
MB/FB (RM)	Mixed Beverage Restaurant Permit with Food and Beverage Certificate (MB must also hold a Food and Beverage Certificate)
BG/FB	Wine and Beer Retailer's Permit with Food and Beverage Certificate (BG must also hold a Food and Beverage Certificate)
BG	Wine and Beer Retailer's Permit - **Election for given location was held for:** legal sale of beer/wine (17%) on-premise ***AFTER*** Sept. 1, 1999 legal sale of beer/wine (14%) on-premise ***BEFORE*** Sept. 1, 1999
BE	Beer Retail Dealer's On-Premise License

OR

I hereby refuse on this _____ day of _____ , 20_____ to certify this location.

SIGN HERE

_____

City Secretary/Clerk

_____ ,TEXAS

City

SEAL

TEXAS ALCOHOLIC BEVERAGE COMMISSION

Texans Helping Businesses & Protecting Communities

CERTIFICATE OF COUNTY CLERK FOR: (MB, BG & BE)

Section 11.37 & 61.37

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MB Mixed Beverage Permit

MB/FB Mixed Beverage Restaurant Permit with Required Food and Beverage Certificate

BG/FB Wine and Beer Retailer's Permit with Required Food and Beverage Certificate

BG Wine and Beer Retailer's Permit - **Election for given location was held for:**
legal sale of beer/wine (17%) on-premise ***AFTER*** Sept. 1, 1999
legal sale of beer/wine (14%) on-premise ***BEFORE*** Sept. 1, 1999

BE Beer Retail Dealer's On-Premise License

OR

I hereby refuse on this _____ day of _____, 20_____ to certify this location

SIGN HERE

_____
County Clerk

_____
County

S E A L

TEXAS ALCOHOLIC BEVERAGE COMMISSION

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATES

I hereby certify on this _____ day of _____ , _____ , 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 _____

Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE

_____
Comptroller Representative

_____ ,TEXAS
City

S E A L

TEXAS ALCOHOLIC BEVERAGE COMMISSION

Texas Helping Businesses & Protecting Communities

PUBLISHER'S AFFIDAVIT

Name of newspaper	
City, County	
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)	
Publisher or designee certifies attached notice was published in newspaper stated on dates shown	
Signature of publisher or designee	
Sworn to and subscribed before me on this date	
Signature of Notary Public	
S E A L	
ATTACH PRINTED COPY OF THE NOTICE	

TEXAS ALCOHOLIC BEVERAGE COMMISSION

Document reference ID : 98265

Licensing Application Summary

You must review your application and confirm that the information displayed here is correct. Select **Review and Confirm** to continue and make the payment. If the information is not correct, select **Next** to return to the application, edit the data as needed and finalize the submission. If you need to store the application packet for your records, select **Download**.

Application ID:	98265
Applicant Name:	VIZO'S AFRICAN BAR & RESTAURANT LLC
License Type applied for:	Mixed Beverage Permit (MB)

Entity Information

Business Structure:	Limited liability company
FEIN/SSN Number:	824980834
Historically Underutilized Business:	No
Veteran-owned business:	No
Fraternal Owned:	No

Initial Application Information

Authority Type:	I am a principal or authorized user with binding authority
Prefix:	Mrs
Legal First Name:	Ashley
Legal Middle Name:	Neh
Legal Last Name:	Kusia
Email Address:	vizoslubbock@yahoo.com
Phone Number:	832-679-1012

Principal Parties

Principal Parent Entity	Principal Party	Role	%Ownership
VIZO'S AFRICAN BAR & RESTAURANT LLC	ASHLEY KUSIA	Manager, Member, Officer	50
VIZO'S AFRICAN BAR & RESTAURANT LLC	VICTOR NGA	Member	50

Basic Business information

Business/Trade Name:	Vizo's African Bar and Restaurant LLC
What is your primary business at this location?	Restaurant

Location's Phone Numbers

Business Phone Number	832-679-1012
Alternate Phone Number	903-787-2187

Location Address

Address:	3131 34th St, Lubbock, TX, United States, Lubbock Lubbock 79410
Is your location within city limits?	Yes

Mailing Address Information

Address:	4510 Ironton Avenue Apt 1201, Lubbock, TX, United States, Lubbock 79407

Measurement Information

Measuring from the public entrance of your location along street lines and directly across intersections, will your location be within 1,000 feet of the nearest property line of a public or private school?	No
Is a residential address or established neighborhood association located within 300 feet of any property line of your premises?	No

Location Additional Information

Is the proposed location in a hotel or motel?	No

Sixty Day Sign Requirements

Posted the 60 day sign:	No
Refuting reason:	My business is not required to post the 60 day sing because we have been previously licensed for on-premise alcohol consumption for 24 months before this application

Projected Sales Information

Sales Year:	2022
Alcohol Sale:	$158,022.00
Food Sales:	$294,928.00
Other Sales:	$3,892.00
Total Sales:	$456,842.00

Property Ownership

Do you, the applicant, own the land, building, and/or warehouse at this proposed licensed location?	No
Are you operating under?	Lease

Franchise Agreement

Do you or anyone else at the location operate under a franchise agreement?	No
Are there any agreements, exclusive of a franchise agreement, which involve alcohol in any way?	No

Shared premise information

Do you share the premises with another business entity? No

Property Ownership Details

Property Type	Property Ownership Type	Entity Name
Land and Building	Owner	CAPSHAW CAPITAL INC.

Location Diagram

Posted the 60 day sign: Yes

TEXAS ALCOHOLIC BEVERAGE COMMISSION

CERTIFICATE OF CITY SECRETARY FOR: (MB, BG & BE)

Section 11.37 & 61.37

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BG	Wine and Beer Retailer's Permit - **Election for given location was held for:** legal sale of beer/wine (17%) on-premise ***AFTER*** Sept. 1, 1999 legal sale of beer/wine (14%) on-premise ***BEFORE*** Sept. 1, 1999
BE	Beer Retail Dealer's On-Premise License

OR

I hereby refuse on this _____ day of _____ , 20 _____ to certify this location.

SIGN HERE

_____
City Secretary/Clerk

_____ ,TEXAS
City

SEAL

TEXAS ALCOHOLIC
BEVERAGE COMMISSION
Proudly Helping Businesses & Protecting Communities

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BE Beer Retail Dealer's On-Premise License

OR

I hereby refuse on this _____ day of _____, 20_____ to certify this location.

SIGN HERE

_____
County Clerk

_____
County

SEAL

TEXAS ALCOHOLIC BEVERAGE COMMISSION

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATES

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Sales Tax Permit Number _____

Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE

_____
Comptroller Representative

_____ ,TEXAS
City

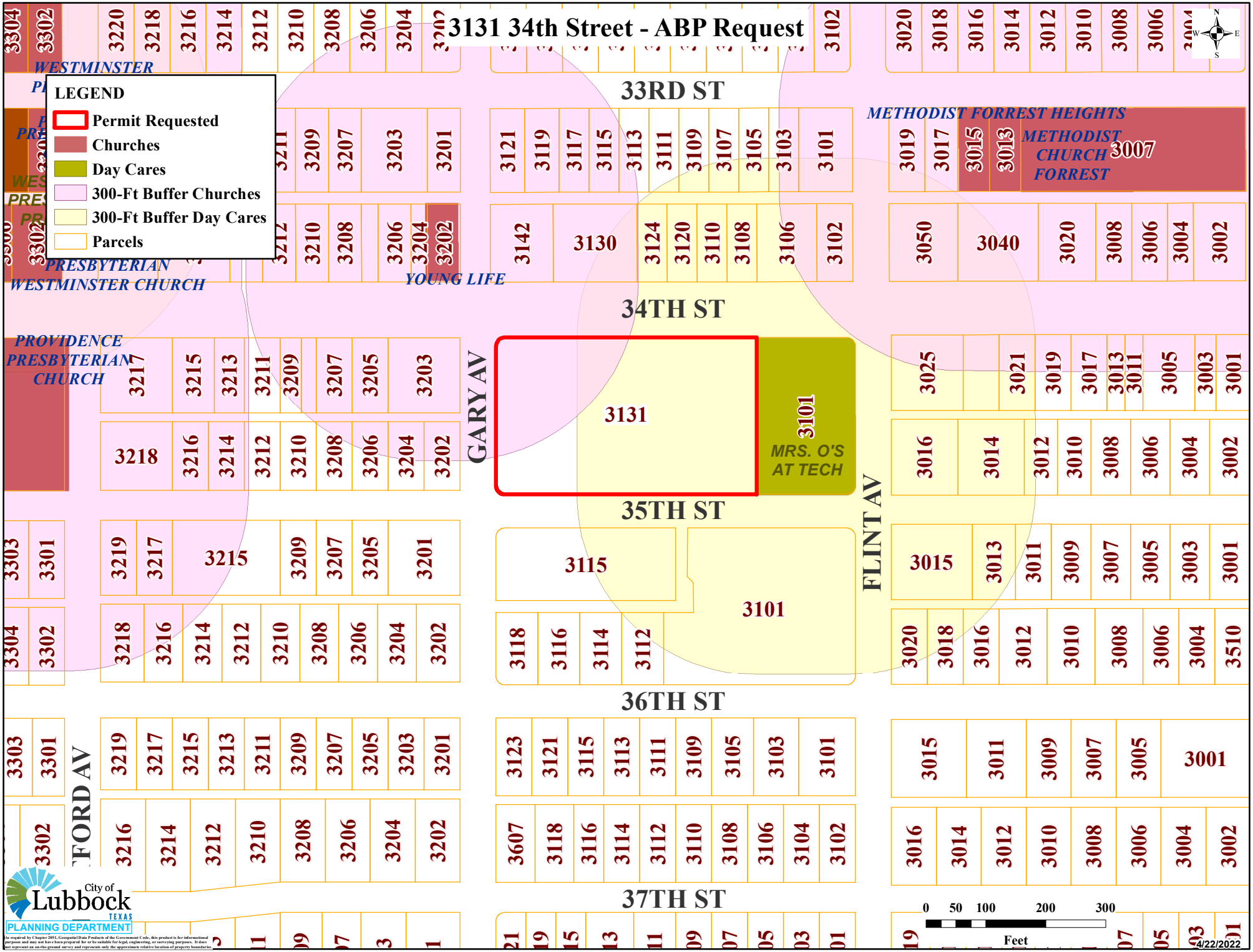
S E A L

TEXAS ALCOHOLIC BEVERAGE COMMISSION

Texans Helping Businesses & Protecting Communities

PUBLISHER'S AFFIDAVIT

Name of newspaper	
City, County	
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)	
Publisher or designee certifies attached notice was published in newspaper stated on dates shown	
Signature of publisher or designee	
Sworn to and subscribed before me on this date	
Signature of Notary Public	
S E A L	
ATTACH PRINTED COPY OF THE NOTICE	


3131 34th Street - ABP Request
LEGEND
Permit Requested
Churches
Day Cares
300-Ft Buffer Churches
300-Ft Buffer Day Cares
Parcels
33RD ST
34TH ST
35TH ST
36TH ST
37TH ST
GARY AV
FLINT AV
TFORD AV
3131
3101
3115
3101
MRS. O'S AT TECH
PRESBYTERIAN WESTMINSTER CHURCH
YOUNG LIFE
PROVIDENCE PRESBYTERIAN CHURCH
METHODIST FORREST HEIGHTS
METHODIST CHURCH FORREST
3007
WESTMINSTER
0 50 100 200 300
Feet
4/22/2022
City of Lubbock TEXAS
PLANNING DEPARTMENT