

City of Lubbock, Texas
Regular City Council Meeting
July 12, 2022

Tray Payne, Mayor
Shelia Patterson Harris, Mayor Pro Tem, District 2
Christy Martinez-Garcia, Councilwoman, District 1
Mark W. McBrayer, Councilman, District 3
Steve Massengale, Councilman, District 4
Dr. Jennifer Wilson, Councilwoman, District 5
Latrell Joy, Councilwoman, District 6



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

<http://www.mylubbock.us>

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

City of Lubbock City Council Meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at (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.

4:00 p.m. - City Council convenes in City Council Chambers in Open Session, and recesses into Executive Session to consider items 1.-1.2.

1. Executive Session

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

1. 1. 1. City Attorney

1. 1. 2. City Manager

1. 1. 3. City Secretary

1. 2. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Permit and License Appeal Board, and the Zoning Board of Adjustment.

Adjourn from Executive Session

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

2. **Ceremonial Items**

2. 1. Invocation

2. 2. Pledges of Allegiance

Call to Order

3. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 5:00 p.m. on July 12, 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.**

4. **Minutes**

4. 1. May 17, 2022 Special City Council Meeting - Electric Utility Board
June 14, 2022 Regular City Council Meeting
June 16, 2022 Special City Council Meeting - City Council Bus Tour

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

5. 1. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 31, amending the FY 2021-22 Budget for municipal purposes respecting the Airport Capital Fund; and providing for a savings clause.

5. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 32, amending the FY 2021-22 Budget for municipal purposes respecting all funds Bearing Financial Commitments in regard to Electric, unleaded fuel and diesel fuel; and providing for a savings clause.

5. 3. **Ordinance 2nd Reading - Engineering:** Consider Ordinance No. 2022-O0103, amending Chapter 30 “Lakes, Waterways and Floodplain” of the Code of Ordinances of the City of Lubbock, in order to extend freeboard requirements to residential machinery and equipment.

5. 4. **Resolution - Traffic Operations:** Consider a resolution authorizing the Mayor to execute Contract 16620, with Utility Contractors of America, Inc., for underground boring services.
5. 5. **Resolution - Traffic Operations:** Consider a resolution authorizing the Mayor to execute Contract 16624, with Precision Drilling, a division of Brown-McKee, Inc., for traffic signal pier drilling services.
5. 6. **Resolution - Community Development:** Consider a resolution authorizing the City Council to accept, for and on behalf of the City of Lubbock, a General Warranty Deed as described in Exhibit A, associated with the transfer of various parcels of land from the Urban Renewal Agency to the City of Lubbock, Lubbock County, Texas.
5. 7. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute a lease agreement, with Abilene Aero, Inc. d/b/a Lubbock Aero, at the Lubbock Preston Smith International Airport.
5. 8. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute a lease agreement, with Robert Madden Industries, Ltd., for building a new hangar at the Lubbock Preston Smith International Airport.
5. 9. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute a non-aeronautical lease agreement, with Marco Steel & Aluminum Co., for the lease of warehouses and premises for storing and processing steel and steel products at the Lubbock Preston Smith International Airport.
5. 10. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Public Works Contract 15261, with Teinert Construction, for services related to the construction of the Municipal Parking Garage.
5. 11. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33001638, with CDW Government, LLC, for professional services related to the planned upgrade of the Microsoft active directory migration and domain consolidation project for Public Safety.
5. 12. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33001641, with Dell Financial Services, LLC, for a two-year VMware Enterprise License Agreement for support for cloud-based and virtual hardware and storage.
5. 13. **Ordinance 2nd Reading - Planning (District 1):** Consider Ordinance No. 2022-00095, for Zone Case 696-A, a request of Stantec Consulting Services for Devon Self-Storage, for a Specific Use for a self-storage facility on property zoned Commercial District (C-4) at 2010 Avenue R, located south of 20th Street and west of Avenue R, Sherwood Addition, Lot 1.

5. 14. **Ordinance 2nd Reading - Planning (District 2):** Consider Ordinance No. 2022-O0096, for Zone Case 2418-C, a request of 3D Land Development, LLC, for a zone change from High-Density Apartment District (A-2) Specific Use to Two-Family District (R-2), at 3504, 3506, 3507, and 3508 East Cornell Drive and 402 North Ironwood Avenue, Cherry Point Addition, Lots 423-427.
5. 15. **Ordinance 2nd Reading - Planning (District 4):** Consider Ordinance No. 2022-O0097, for Zone Case 3257-O, a request of City of Lubbock, Lubbock Fire Rescue, for a Specific Use for Public Use on property zoned Garden Office District (GO), at 3302 142nd Street, located north of 142nd Street and east of Indiana Avenue, on 2.5 acres of unplatted land out of Block AK, Section 1.
5. 16. **Ordinance 2nd Reading - Planning (District 4):** Consider Ordinance No. 2022-O0098, for Zone Case 3356-A, a request of Betenbough Homes, for a zone change from General Retail District (C-3) to Interstate Highway Commercial District (IHC), at 3136 130th Street, located north of 130th Street and west of Flint Avenue, on 4.201 acres of unplatted land out of Block E2, Section 21.
5. 17. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2022-O0099, for Zone Case 3016-D, a request of AMD Engineering, LLC for the Kelling Family Revocable Trust, and Enrico and Teresita Aguas, for a zone change from Apartment-Medical District (AM), Transition District (T), and Garden Office District (GO) to Local Retail District (C-2) Specific Use for a self-storage facility, generally located west of Quincy Avenue and south of 98th Street, on 7.36 acres of unplatted land out of Block AK, Section 22.
5. 18. **Ordinance 2nd Reading - Planning (District 6):** Consider Ordinance No. 2022-O0100, for Zone Case 3289-A, a request of Betenbough Homes for Alcove Farms, for a Planned Development (PD) on property zoned General Retail District (C-3) and Single-Family District (R-1) with a Specific Use for Commercial Sustainable Farming at 7919, 7921, and 8101 4th Street, located south of 4th Street and west of Alcove Avenue, Alcove Farms Addition, Tracts A and B, and 65.5 acres of unplatted land out of Block D-6, Section 2.

6. **Regular Agenda**

6. 1. **Board Appointments - City Secretary:** Consider appointments to the Appointments Advisory Board, Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Citizens Traffic Commission, Civic Lubbock, Inc. Board of Directors, Lubbock Water Advisory Commission, Permit and License Appeal Board, StarCare Board of Trustees, Veterans Advisory Committee, and the Zoning Board of Adjustment.
6. 2. **Resolution - City Council:** Consider a resolution appointing the City of Lubbock's representative to the Hope Center Steering Committee to represent the City in all matters related to the future construction and operations of the Hope Center.

6. 3. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2022-O0101, for Zone Case 3382-A, a request of Betenbough Homes for 87 Street Partners, for a zone change from General Retail District (C-3) to Two-Family District (R-2), at 9902 Upland Avenue, located west of Upland Avenue and south of 98th Street, on 7.14 acres of unplatted land out of Block AK, Section 23.
6. 4. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2022-O0102, for Zone Case 3464, a request of Canyon Rock Development, LLC, for a zone change from Transition District (T) to Light Manufacturing District (M-1), at 5721 122nd Street, Frankford Farms Addition, Tract 11.

Information

Agenda Item

Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Permit and License Appeal Board, and the Zoning Board of Adjustment.

Item Summary

Fiscal Impact

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

No file(s) attached.

Information

Agenda Item

May 17, 2022 Special City Council Meeting - Electric Utility Board
June 14, 2022 Regular City Council Meeting
June 16, 2022 Special City Council Meeting - City Council Bus Tour

Item Summary

May 17, 2022 Special City Council Meeting - Electric Utility Board
June 14, 2022 Regular City Council Meeting
June 16, 2022 Special City Council Meeting - City Council Bus Tour

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

5.17.2022 S EUB
6.14.2022
6.16.2022 S Bus Tour

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
May 17, 2022
11:00 A.M.**

The City Council of the City of Lubbock, Texas met in special session on the 17th of May, 2022, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 11:00 a.m.

11:06 A.M. CITY COUNCIL CONVENED

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

Present: Mayor Daniel M. Pope; Mayor Pro Tem Steve Massengale; Council Member Randy Christian; Council Member Latrelle Joy; Council Member Shelia Patterson Harris; City Manager W. Jarrett Atkinson; City Secretary Rebecca Garza; First Assistant City Attorney Mitch Satterwhite

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

This was a meeting of the Electric Utility Board. A quorum of Council Members attended and participated in discussions during the meeting in which the board considered the following topics as shown below.

Note: The Electric Utility Board addressed agenda items in the following order:

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

1. PUBLIC COMMENT

- 1. 1.** This period, of up to thirty minutes, is dedicated to public comment. Each member of the public will have three minutes to speak. Any member of the public that requires the assistance of a translator will have six minutes to speak. Comments must be limited to only those items posted on the Electric Utility Board agenda. Any member of the public wishing to speak shall sign up on the public comment sheet on the day of the Electric Utility Board Meeting. The Electric Utility Board shall follow the order of persons wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the thirty minutes designated for public comment has not been exhausted, the Electric Utility Board may, at its discretion, open the floor to anyone else wishing to address the Electric Utility Board, subject to all the same procedures and guidelines.

No one appeared to speak.

2. EXECUTIVE SESSION

This meeting was called into a closed session at 11:07 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 11:38 a.m. and adjourned.

2. 1. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:
 2. 1. 1. Generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling.
 2. 1. 2. Bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies.
 2. 1. 2. 1. Discuss and deliberate issues regarding bidding and pricing for purchased power, generation, and fuel, and Electric Reliability Council of Texas prices and related services and strategies.
 2. 1. 3. Effective fuel and purchased power agreements and fuel transportation arrangements and contracts.
 2. 1. 3. 1. Discuss and deliberate purchased power and fuel matters.
 2. 1. 4. Risk management information, contracts, and strategies, including fuel hedging and storage.
 2. 1. 4. 1. Discuss and deliberate risk management strategies.
 2. 1. 5. Plans, studies, proposals, and analyses for system improvements, additions, or sales (other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider).
 2. 1. 6. Customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.
2. 2. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the City Council and the Electric Utility Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:
 2. 2. 1. Legal issues regarding contract(s), including Purchase Orders, herein listed on the agenda.
 2. 2. 2. Legal advice and counsel regarding matters identified in Section 2.1-2.1.6 of this Agenda.
 2. 2. 3. *Schumacher v. City of Lubbock*, Cause No. 2020-541,386, proceeding in the 72nd District Court of Lubbock County, Texas.
 2. 2. 4. Joint application of Oncor Electric Delivery Company LLC and the City of Lubbock, acting by and through Lubbock Power & Light, to transfer certificate of convenience and necessity rights under PURA § 37.154, PUC Docket No. 52726, proceeding before the Public Utility Commission of Texas.

2. 2. 5. Project to identify issues pertaining to Lubbock Power & Light's proposal to transfer existing facilities and load into the Electric Reliability Council of Texas, PUC Project No. 53198, proceeding before the Public Utility Commission of Texas.
2. 2. 6. Application of the City of Lubbock, acting by and through Lubbock Power & Light, for authority to connect remaining portion of its load with Electric Reliability Council of Texas and for approval of settlement agreement, PUC Docket No. 53529, proceeding before the Public Utility Commission of Texas.
2. 3. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074 to deliberate the appointment, employment, evaluation, and duties of a public officer or employee (Director of Electric Utilities and General Counsel).

11:30 a.m. – Approximately - Following completion of the Executive Session, the Electric Utility Board will reconvene in open session to discuss the items listed below. It is anticipated that the open session will begin at 11:30 a.m. However, this is an approximation and the Board may begin the open session earlier or later depending on when the Executive Session is complete.

3. REGULAR SESSION

3. 1. The Board will approve the minutes from the Regular Electric Utility Board Meeting of April 19, 2022; and the Special Electric Utility Board Meeting of April 29, 2022.

***This item was deleted.**

3. 2. Presentation and discussion of the update/report by the Director of Electric Utilities, or his designee, regarding strategic planning, customer service, business center practices, procedures and policies, customer concerns and complaints, billing system, forms, and procedures, status of transmission and distribution projects, generation, mutual aid, weather events and business, outage, and restoration efforts, staffing levels, personnel, regulatory matters, and operational performance metrics.

***This item was deleted.**

3. 3. Presentation and discussion of financial and capital statements, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues, reserve account funding, cost allocation, revenue and expense projections, power cost recovery factor, customer metering, tariff and billing, service and administrative issues.

***This item was deleted.**

3. 4. Presentation and discussion of the Note Purchase Agreement for City of Lubbock, Texas, Electric Light and Power System Revenue Revolving Notes, by and between the City of Lubbock, Texas, and Bank of America, N.A., and future plans regarding same.

***This item was deleted.**

3. 5. Presentation and discussion of a preliminary plan of finance related to the upcoming proposed sale of Electric Light and Power System Revenue Bonds Series 2022, relating to financing for distribution improvements and that certain Settlement Agreement entered into between the City of Lubbock, acting by and through Lubbock Power & Light and Southwestern Public Service Company dated May 27, 2021, EUB Resolution No. EUB 2021-R0039, and City Council Resolution No. 2021-R0201.

***This item was deleted.**

3. 6. Presentation and discussion by the Director of Electric Utilities, or his designee, regarding any updates on the transition to retail customer choice for Lubbock Power & Light's certificated area.

***This item was deleted.**

4. **CONSENT AGENDA**

4. 1. The Board will consider a resolution authorizing the Director of Electric Utilities to execute that certain Ordering Document by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Oracle America, Inc., regarding an additional environment for the Customer Service Information and Workforce Management System, pursuant to that certain contract between Oracle America Inc., and the State of Texas, acting by and through the Department of Information Resources ("DIR"), DIR Contract DIR-TSO-4158, dated July 30, 2018, as it has been amended from time to time.

***This item was deleted.**

4. 2. The Board will consider a resolution appointing and authorizing the Director of Electric Utilities to act as the Authorized Representative for all Lubbock Power & Light filings with the Electric Reliability Council of Texas, appointing and authorizing the Chief Operating Officer and the Director of Grid Control & Compliance to act as the Back-up Authorized Representative(s), and superseding and replacing Resolution No. EUB 2017-R0010 regarding the Authorized Representative and Back-up Authorized Representative for ERCOT.

***This item was deleted.**

4. 3. The Board will consider a resolution ratifying Purchase Order No. 21111051, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Anixter Inc., RFP# 7134-22-ELD, for LP&L Co-Op & Yellow House Conductor.

***This item was deleted.**

4. 4. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Southland Grid Structures, LLC, RFP# 7137-22-ELD, for LP&L Steel Transmission Poles for Vicksburg Substation.

***This item was deleted.**

4. 5. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Electrical Power Products Inc., RFP# 7141-22-ELD, for LP&L Vicksburg Control Enclosure and Relay Panels.

***This item was deleted.**

4. 6. The Board will consider a resolution ratifying Purchase Order No. 21403549 as concerns line items 2 and 7 of RFP# 7142-22-ELD for LP&L Substations Control Cable, by and between the City of Lubbock, acting by and through Lubbock Power & Light and KBS Electrical Distributors, Inc., and authorizing the Purchasing Manager, or his designee, to execute Purchase Order as concerns line items 1, 3, 4, 5, 6, 8 and 9, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Anixter Inc., RFP# 7142-22-ELD, for LP&L Substations Control Cable.

***This item was deleted.**

4. 7. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Stuart C. Irby, RFP# 7150-22-ELD, for LP&L Vicksburg Substation Equipment and Materials.

***This item was deleted.**

4. 8. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Anixter, Inc. ITB# 7153-22-ELD, for LP&L Downtown Distribution Transformers.

***This item was deleted.**

4. 9. The Board will consider a resolution ratifying Purchase Order No. 21403555, by and between The City of Lubbock, acting by and through Lubbock Power & Light, and Thomasson Company Quote Request 22-7070-ELD Wood Poles.

***This item was deleted.**

- 4. 10.** The Board will consider a resolution approving Amendment No. 2 to Lubbock Power & Light's Purchasing Procedures pursuant to Texas Local Government Code Section 252.022, to amend Lubbock Power & Light's Purchasing Procedures adopted by Resolution No. EUB 2020-R0111 on September 15, 2020, and as amended by Resolution No. EUB 2021-R0078 on November 17, 2021.

***This item was deleted.**

- 4. 11.** The Board will consider a resolution approving 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 in Exhibit A attached to the Permanent Right of Access and Use, authorizing the Chairman of the Electric Utility Board to execute same, recommending approval of such Permanent Right of Access and Use to and by the City Council of the City of Lubbock, and superseding Resolution No. EUB 2022-R0036 regarding same.

***This item was deleted.**

11: 38 A.M. CITY COUNCIL ADJOURNED

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

The May 17, 2022 Special City Council Meeting minutes were approved by the City Council on the 12th day of July, 2022.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

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

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
June 14, 2022
2:30 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 14th of June, 2022, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 2:30 p.m.

2:30 P.M. CITY COUNCIL CONVENED

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

Present: Mayor Tray Payne; Mayor Pro Tem Shelia Patterson Harris; Council Member Latrelle Joy; Council Member Christy Martinez-Garcia; Council Member Steve Massengale; Council Member Mark W. McBrayer; Council Member Dr. Jennifer Wilson; City Manager W. Jarrett Atkinson; City Secretary Rebecca Garza; City Attorney Chad Weaver

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

- *1.1; Executive Session; 3.1-3.3.2; Citizen Comments 4; 5.1; 6.1-6.34; and 7.1-7.2.*
- *Item No. 7.2 was amended.*

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

1. 1. Civic Lubbock, Inc.

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

Rafael Gutierrez, immediate past president of the Civic Lubbock, Inc. Board of Directors; and James Eppler, member of the Civic Lubbock, Inc. Board of Directors, gave a presentation on Civic Lubbock, Inc. and answered questions from City Council. Topics discussed included: the mission, structure, and history of the organization; organizational functions; grant programs; public art funded by Civic Lubbock, Inc and Hotel Occupancy Tax (HOT) allocations; recent sponsorships funded by Civic Lubbock; Lubbock's musical heritage; the West Texas Walk of Fame; the Lubbock Music NOW Project; and Civic Lubbock's value to the Lubbock community.

Additionally, Mr. Gutierrez and Mr. Eppler introduced Civic Lubbock, Inc. Board of Directors members Jim Douglass, Christi Cage, and Lindley Herring, who were in attendance. Vicki Key, project coordinator for Civic Lubbock, Inc., was also introduced.

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

2. Executive Session

The meeting recessed at 2:51 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council adjourned from Executive Session at 3:42 p.m. The meeting was called back into open session at 4:40 p.m., and was called to order at 5:02 p.m.

2. 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.
2. 1. 1. Discuss Chapter 211 of the Texas Local Government Code and relevant case law.
2. 1. 2. Resolution No. 2019-R0215 - Memorandum of Understanding with Palisade Pipeline, LLC
2. 2. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Permit and License Appeal Board, and the Zoning Board of Adjustment.

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

City Council reconvened at 4:40 p.m.

3. Ceremonial Items

3. 1. Invocation

Pastor Jody Wilson, Trinity Fellowship Church, led the invocation.

3. 2. Pledges of Allegiance

The South Plains Young Marines presented the colors. Pledges of Allegiance, to the United States and Texas Flags, were led by Mayor Pro Tem Shelia Patterson Harris.

3. 3. Proclamations and Presentations

3. 3. 1. Presentation of a Special Recognition in celebration of the 4th on Broadway Festival

Mayor Tray Payne presented a special recognition in celebration of the 32nd Annual 4th on Broadway Festival. Katie Sandefer, executive director for 4th on Broadway; and Cami Caldwell, representing Broadway Festivals, gave comments, thanked City Council for the special recognition and their volunteers and sponsors for their continued support, and invited all Lubbock citizens to attend this year's festivities. Additionally, Ms. Caldwell

introduced Blackwater Draw, who will be performing during this year's festivities, and who also performed a song for City Council and those in attendance. This year's events will kick off on Friday, July 1, 2022, at 6:00 p.m. with the Magic 106.5 La Raza on the Plaza Concert and will continue with the Reliant Energy Country Kickoff Concert on Sunday, July 3, 2022, at 8:00 p.m., both live at Cook's Garage. 4th on Broadway festivities will continue on Monday, July 4, 2022, beginning with the annual parade at 9:00 a.m. and culminating with the United Supermarkets firework extravaganza at 10:00 p.m.

3.3. 2. Presentation of a Special Recognition in support of the 2022 Juneteenth Celebration

Mayor Pro Tem Shelia Patterson Harris presented a special recognition in support of the 2022 Juneteenth Rise Up Festival. D'Juana McPherson and Cory Powell, co-chairs of the 2022 Juneteenth Rise Up Festival, gave comments, thanked City Council for the special recognition, and invited all Lubbock citizens to attend this year's festivities which will take place on June 16, 2022, through June 19, 2022, and will include a pageant, live music, and a fireworks show.

Call to Order

The meeting was called to order at 5:02 p.m.

4. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 5:00 p.m. on June 14, 2022. Citizen Comments provides an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.

No one appeared to speak.

5. Minutes

**5.1. April 27, 2022 Special City Council Meeting - Lubbock Economic Development Alliance
May 10, 2022 Regular City Council Meeting
May 17, 2022 Special City Council Meeting - Canvassing & Swearing-In Ceremony**

Motion by Mayor Pro Tem Shelia Patterson Harris, seconded by Council Member Latrelle Joy, to approve the April 27, 2022 Special City Council Meeting - Lubbock Economic Development Alliance minutes; the May 10, 2022 Regular City Council Meeting minutes; and the May 17, 2022 Special City Council Meeting - Canvassing & Swearing-In Ceremony minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Latrelle Joy, seconded by Council Member Steve Massengale, to approve items 6.1-6.34.

Vote: 7 - 0 Motion carried

6. 1. **Ordinance 2nd Reading - Finance:** Ordinance No. 2022-O0084, 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.

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

6. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2022-O0081, Amendment 27, amending the FY 2021-22 Budget for municipal purposes respecting General Fund Fees; providing for filing; and providing for a savings clause.

6. 3. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2022-O0082, 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.

6. 4. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2022-O0083, 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.

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

6. 4. 1. **Resolution - Public Works Streets:** Resolution No. 2022-R0258 authorizing the Mayor to execute Contract 16543, with Lone Star Dirt and Paving, Ltd., for Mill and Relay of a section of North University Avenue, between the Marsha Sharp Freeway and the Clovis Highway.

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

6. 5. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2022-O0093, Amendment 30, amending the FY 2021-22 Budget for municipal purposes, respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services for HIV Prevention Grant; providing for filing; and providing for a savings clause.

6. 6. **Resolution - Engineering:** Resolution No. 2022-R0259 authorizing the Mayor to execute Contract 16588, with Freese and Nichols, Inc., to provide professional services associated with the Flood Protection Planning of Watersheds.

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

6. 7. **Resolution - Engineering:** Resolution No. 2022-R0260 authorizing the Mayor to execute Contract 16585, with Freese and Nichols, Inc., for professional services associated with the Water and Wastewater Annexation Serviceability Analysis and Model Update Project.

Jarrett Atkinson, city manager; and Mike Keenum, division director of engineering/city engineer, gave comments and answered questions from City Council.

6. 8. **Resolution - Engineering:** Resolution No. 2022-R0261 authorizing the Mayor to execute Amendment No. 2 to Contract 14076, with Freese and Nichols, Inc., for electrical safety studies after the construction of the Southeast Water Reclamation Plant Electrical Improvements Phase 2 Project.

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

6. 9. **Resolution - Engineering:** Resolution No. 2022-R0262 authorizing the Mayor to execute Professional Services Agreement, Contract 16226, with Freese and Nichols, Inc., for the Bailey County Transmission Line Upgrades.

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

6. 10. **Ordinance 1st Reading - Traffic Operations:** Ordinance No. 2022-O0094, amending Section 20.05.103 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of school zones and speed limits.

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

6. 11. **Resolution - Business Development:** Resolution No. 2022-R0263 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to The Betty M. Condra School for Education Innovation, located at 1502 10th Street, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

6. 12. **Resolution - Business Development:** Resolution No. 2022-R0264 approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to The Betty M. Condra School for Education Innovation, located at 1502 10th Street, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

6. 13. **Resolution - Public Health Services:** Resolution No. 2022-R0265 authorizing the Mayor to execute Amendment No. 4 to Contract HHS000109800001, the Immunization/Locals Grant Program Contract, by and between the City of Lubbock and the State of Texas Department of State Health Services, and all related documents.

6. 14. **Resolution - Information Technology:** Resolution No. 2022-R0266 authorizing the Mayor to execute Purchase Order 33001631, with Dell Marketing LP, for the purchase of Dell OptiPlex desktop computers for the scheduled computer replacement program.
6. 15. **Resolution - Information Technology:** Resolution No. 2022-R0267 authorizing the Mayor to execute Purchase Order 33001629, with Dell Marketing LP, for the purchase of Latitude 7220 Rugged Tablets for scheduled replacement of in-vehicle computers for Public Safety and Public Works.
6. 16. **Resolutions - Fleet Services:** Resolution No.'s 2022-R0268, 2022-R0269, 2022-R0270, 2022-R0271 & 2022-R0272 authorizing the Mayor to execute Contract 16557 with R&B Bearings & Hydraulics, Inc., Contract 16558 with American Equipment & Trailer, Inc., Contract 16560 with Liberty Oilfield Repair dba Liberty Welding, Contract 16559 with Sawco Truck Equipment, and Contract 16430 with Brundage Manufacturing, LLC, for the fabrication and repairs on the City's heavy-duty vehicles and equipment.
6. 17. **Resolutions - Fleet Services:** Resolution No.'s 2022-R0273 & 2022-R0274 authorizing the Mayor to execute Contract 16616 with H88 Auto, and Contract 16496 with Gloe Finance Company LLC dba Apache Transmission, for secondary vendors to provide repairs and maintenance for the City's light-duty vehicles and equipment.
6. 18. **Resolution - Fleet Services:** Resolution No. 2022-R0275 authorizing the Mayor to execute Purchase Order 31066587, with Silsbee Ford, Inc., for the purchase of five 3/4-Ton, 4x4 pickup trucks for Codes Administration, Residential Collections, Water Meter and Customer Service, and Vector Control Departments.
6. 19. **Resolution - Fleet Services:** Resolution No. 2022-R0276 authorizing the Mayor to execute Purchase Order 31066591, with Doggett Freightliner of South Texas - Austin, for the purchase of one 2023 Freightliner 114SD Roll-Off Truck, for the Residential Collection Department.
6. 20. **Resolution - Fleet Services:** Resolution No. 2022-R0277 authorizing the Mayor to execute Purchase Order 31066652 with Xylem Dewatering Solutions, Inc., for the purchase of a Godwin Dri-Prime, Trailer-Mounted Pump, for the Wastewater Collection Department.
6. 21. **Resolution - Fleet Services:** Resolution No. 2022-R0278 authorizing the Mayor to execute Contract 16495, with Kann Manufacturing Corporation, for the purchase of hydraulic cylinders for trucks in the Solid Waste/Residential Collections Department.
6. 22. **Resolutions - Fleet Services:** Resolution No.'s 2022-R0279 & 2022-R0280 authorizing the Mayor to execute Contract 16539 with South Plains Towing, and Contract 16633 with Lubbock Wrecker Service, for towing services for the City's light-duty and heavy-duty vehicles and equipment.

6. 23. **Resolution - Parks and Recreation:** Resolution No. 2022-R0281 authorizing the Mayor to execute Contract 16488 with Aqua Rec, Inc., for the purchase of pool service and chemical systems for City pools.
6. 24. **Resolution - Libraries:** Resolution No. 2022-R0282 authorizing the Mayor to execute Member Enrollment Agreement No. 16555, by and between the City of Lubbock and Sourcewell, for wireless services, internet connectivity, and device purchases related to the Emergency Connectivity Fund Grant awarded to the Lubbock Public Libraries.
6. 25. **Resolution - City Manager:** Resolution No. 2022-R0283 authorizing the Mayor to execute an agreement, by and between the City of Lubbock and the State of Texas acting through the Texas Department of Transportation (TxDOT), for the temporary closure of State right-of-way during the 2022 IRONMAN 70.3 Lubbock Triathlon.
6. 26. **Resolution - City Manager:** Resolution No. 2022-R0284 approving American Rescue Plan Act (ARPA) Agreement No. 16663, by and between the City of Lubbock and the East Lubbock Resident Owned Business Initiative (EL ROBI), for job training services.

Jarrett Atkinson, city manager; Erik Rejino, assistant city manager; and Reggie Dial, executive director of the East Lubbock Resident Owned Business Initiative (EL ROBI), gave comments and answered questions from City Council.

6. 27. **Resolution - Lubbock Power & Light:** Resolution No. 2022-R0285 approving 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 in Exhibit A attached to the Permanent Right of Access and Use, authorizing the Mayor of the City of Lubbock to execute same, and superseding Resolution No. 2022-R0207 regarding same.
6. 28. **Ordinance 2nd Reading - Planning (District 1):** Ordinance No. 2022-O0085, 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.
6. 29. **Ordinance 2nd Reading - Planning (District 1):** Ordinance No. 2022-O0086, 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.
6. 30. **Ordinance 2nd Reading - Planning (District 3):** Ordinance No. 2022-O0087, 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.

6. 31. **Ordinance 2nd Reading - Planning (District 4):** Ordinance No. 2022-O0088, 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.
6. 32. **Ordinance 2nd Reading - Planning (District 4):** Ordinance No. 2022-O0089, 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.
6. 33. **Ordinance 2nd Reading - Planning (District 5):** Ordinance No. 2022-O0090, 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.
6. 34. **Ordinance 2nd Reading - Planning (District 6):** Ordinance No. 2022-O0091, 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.

7. **Regular Agenda**

7. 1. **Ordinance 2nd Reading - Planning (District 1):** Ordinance No. 2022-O0092, 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.

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

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Mark W. McBrayer, to approve Ordinance No. 2022-O0092.

Vote: 6 - 0 Motion carried

Other: Council Member Christy Martinez-Garcia (RECUSE)

7. 2. **Resolution - City Manager:** Resolution No. 2022-R0286 establishing a Citizens Advisory Committee to study and make recommendations regarding the street and roadway construction and repair needs of the City of Lubbock, and for a possible future bond election in connection therewith, and naming members to said Committee.

This item was amended.

Jarrett Atkinson, city manager; and Chad Weaver, city attorney, gave comments and answered questions from City Council.

Main Motion by Mayor Pro Tem Shelia Patterson Harris, seconded by Council Member Dr. Jennifer Wilson, to approve Resolution No. 2022-R0286 as presented at the dais.

Motion to Amend by Council Member Steve Massengale, seconded by Council Member Latrelle Joy, to amend the main motion by striking Section 2 of the Resolution and replacing it with the following:

- "SECTION 2. THAT each member of the City Council shall appoint two (2) members to the CAC, except that the Mayor, who shall appoint one (1) member to the CAC. The Mayor shall designate the chair of the CAC."; and that any necessary conforming changes also be made to the Resolution.

Vote on Motion to Amend

Vote: 7-0 Motion carried

Vote on Main Motion with Amendment

Vote: 7-0 Motion carried

City Council appointed the following members of the Citizens Advisory Committee: Clyde James and Rudy Leal, representing District 1; Adam Hernandez and Marcella Ford, representing District 2; David Bruegel, representing District 3; Marsha Reed and Ron Bartley, representing District 4; Ken Corbin and John Rantz, representing District 5; Jordan Lewis and Dean Raymond, representing District 6; and Heather Keister, at-large, who will serve as chair.

Council Member Mark W. McBrayer will select and announce his second appointment, representing District 3, at a later date.

5:40 P.M. CITY COUNCIL ADJOURNED

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

The June 14, 2022 Regular City Council Meeting minutes were approved by the City Council on the 12th day of July, 2022.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
June 16, 2022
1:00 P.M.**

The City Council of the City of Lubbock, Texas met in special session on the 16th of June, 2022, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 1:00 p.m.

1:00 P.M. CITY COUNCIL CONVENED

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

Present: Mayor TrayPayne; Mayor Pro Tem Shelia Patterson Harris; Council Member Latrelle Joy; Council Member Christy Martinez-Garcia; Council Member Steve Massengale; Council Member Mark W. McBrayer; Council Member Dr. Jennifer Wilson; City Manager W. Jarrett Atkinson; City Secretary Rebecca Garza; City Attorney Chad Weaver

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

- 1.1-1.4

City Council Bus Tour

- 1. 1.** 1:00 p.m. - Convene at the City Council Chambers, 1314 Ave K, to gather for the tour. The City Council will not take any action or vote on any matter during the tour. All arrival times are estimates and the actual arrival times at each location could be delayed.

City Council convened at 1:00 p.m.

- 1. 1. 1.** 1:05 p.m. - Recess and depart City Council Chambers for the Emergency Operations Center, 1515 E. Ursuline Street.

City Council recessed at 1:01 p.m. and departed for the Emergency Operations Center, located at 1515 E. Ursuline Street.

- 1. 2.** 1:20 p.m. - Convene at Emergency Planning Conference Room in the Emergency Operations Center to hear presentations listed below.

City Council reconvened at 1:20 p.m. in the Emergency Planning Conference Room at the Emergency Operations Center.

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

1. 2. 1. Presentation and discussion on Lubbock Fire Rescue.

Shaun Fogerson, fire chief, gave a presentation on Lubbock Fire Rescue and answered questions from City Council. Nick Wilson and Rob Keinast, deputy fire chiefs, gave comments and answered questions from City Council.

1. 2. 2. Presentation and discussion on Lubbock Police Department.

Jon Caspell, assistant chief of police, gave a presentation on the Lubbock Police Department and answered questions from City Council. Nathan White, assistant chief of police, gave comments and answered questions from City Council.

1. 2. 3. Presentation and discussion on Lubbock Power & Light.

Blair McGinnis, chief operating officer for LP&L, gave a presentation on Lubbock Power & Light and answered questions from City Council. Matt Rose, government relations & public affairs manager for LP&L, gave comments and answered questions from City Council.

1. 2. 4. Presentation and discussion on Lubbock Emergency Management.

Joe Moudy, director of emergency management, gave a presentation on the Office of Emergency Management and answered questions from City Council. Jarrett Atkinson, city manager; and Blu Kostelich, chief financial officer, gave comments and answered questions from City Council.

1. 2. 5. Tour of Emergency Operations Center.

City Council, staff, and citizens, who were in attendance were led on a tour of the Emergency Operations Center by Joe Moudy, director of emergency management.

1. 2. 6. 2:55 p.m. - Recess and depart Emergency Operations Center for South Water Treatment Plant, 5114 Farm-to-Market 1585.

City Council recessed at 2:49 p.m. and departed for the South Water Treatment Plant, located at 5114 Farm-to-Market 1585.

1. 3. 3:30 p.m. - Convene at South Water Treatment Plant in the Meeting Room and hear presentations listed below.

City Council reconvened at 3:24 p.m. in the Meeting Room at the South Water Treatment Plant.

1. 3. 1. Presentation and discussion on Public Works.

Wood Franklin, division director of public works; Brenda Haney, director of solid waste; and Aubrey Spear, director of water utilities, gave a presentation on public works and answered questions from City Council.

1. 3. 2. Presentation and discussion on Engineering.

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

1. 3. 3. Discuss City Council tour and the presentations made during the tour.

Discussion ensued among City Council regarding the presentations made during the tour.

Wood Franklin, division director of public works; and Aubrey Spear, director of water utilities, gave comments and answered questions from City Council.

1. 3. 4. Discuss starting times, schedules and the procedures for proclamations and special recognitions at City Council meetings, including the organization and structure of City Council meetings.

Discussion ensued among City Council regarding starting times, schedules, the procedures for proclamations and special recognitions, and the organization and structure of future City Council meetings.

Jarrett Atkinson, city manager; and Chad Weaver, city attorney, gave comments and answered questions from City Council. City Council discussed 2:00 p.m. start times for Regular City Council meetings, starting in August, and for the upcoming budget work sessions. City Council also discussed scheduling special recognitions on a quarterly basis.

1. 3. 5. Tour of the South Water Treatment Plant.

City Council, staff, and citizens, who were in attendance, were led on a tour of the South Water Treatment plant by Wood Franklin, division director of public works; and Mike Lowe, water treatment superintendent.

1. 3. 6. 5:15 p.m. - Recess and depart South Water Treatment Plant for Citizens Tower, 1314 Avenue K.

City Council recessed at 5:07 p.m. and departed for Citizens Tower, located at 1314 Avenue K.

1. 4. The City Council will arrive at Citizens Tower and adjourn.

City Council arrived at Citizens Tower at 5:36 p.m. and adjourned.

5:36 P.M. CITY COUNCIL ADJOURNED

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

The June 16, 2022 Special City Council Meeting minutes were approved by the City Council on the 12th day of July, 2022.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 31, amending the FY 2021-22 Budget for municipal purposes respecting the Airport Capital Fund; and providing for a savings clause.

Item Summary

I. Establish Capital Improvement Project 92770, Terminal Building Electrical Upgrades, and appropriate funding in the amount of \$5,000,000. The funding will be from Bipartisan Infrastructure Law Funds in the amount of \$4,750,000, Airport cash from Capital Improvement Project 8616, Terminal Apron Maintenance, in the amount of \$156,138, Capital Improvement Project 92614, Acquire Snow Removal Equipment, in the amount of \$84,620, and Airport Fund Balance in the amount of \$9,242.

II. Amend Capital Improvement Project 8616, Terminal Apron Maintenance, by decreasing funding by \$156,138, from \$4,315,083 to \$4,158,945.

III. Amend Capital Improvement Project 92614, Acquire Snow Removal Equipment, by decreasing funding in the amount of \$84,620, from \$846,202 to \$761,582.

IV. Amend Capital Improvement Project 92614, Acquire Snow Removal Equipment, by appropriating funding in the amount of \$57,300, from \$761,582 to \$818,882. The additional funding will be from the Coronavirus Aid Relief and Economic Securities Act.

V. Amend Capital Improvement Project 8648, Airfield Pavement Maintenance, by appropriating funding in the amount of \$291,684, from \$809,690 to \$1,101,374. The additional funding will be from the Coronavirus Aid Relief and Economic Securities Act.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment #31

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE AIRPORT CAPITAL FUND; 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 #31) for municipal purposes, as follows:

- I. Establish Capital Improvement Project 92770, Terminal Building Electrical Upgrades, and appropriate funding in the amount of \$5,000,000. The funding will be from Bipartisan Infrastructure Law funds in the amount of \$4,750,000, Airport cash from Capital Improvement Project 8616, Terminal Apron Maintenance, in the amount of \$156,138, and Capital Improvement Project 92614, Acquire Snow Removal Equipment, in the amount of \$84,620 and Airport fund balance in the amount of \$9,242.
- II. Amend Capital Improvement Project 8616, Terminal Apron Maintenance, by decreasing funding by \$156,138, from \$4,315,083 to \$4,158,945.
- III. Amend Capital Improvement Project 92614, Acquire Snow Removal Equipment, by decreasing funding in the amount of \$84,620, from \$846,202 to \$761,582.
- IV. Amend Capital Improvement Project 92614, Acquire Snow Removal Equipment, by appropriating funding in the amount of \$57,300, from \$761,582 to \$818,882. The additional funding will be from the Coronavirus Aid Relief and Economic Securities Act.
- V. Amend Capital Improvement Project 8648, Airfield Pavement Maintenance, by appropriating funding in the amount of \$291,684, from \$809,690 to \$1,101,374. The additional funding will be from the Coronavirus Aid Relief and Economic Securities Act.

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

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 32, amending the FY 2021-22 Budget for municipal purposes respecting all funds Bearing Financial Commitments in regard to Electric, unleaded fuel and diesel fuel; and providing for a savings clause.

Item Summary

I. Amend the FY 2021-22 Operating Budget of all funds containing charges for electric as shown in Exhibit A. Electric charge will increase by \$430,000 in total.

II. Amend the FY 2021-22 Operating Budget of all funds containing charges for unleaded fuel as shown in Exhibit C. Unleaded fuel charge will increase by \$712,167 in total.

III. Amend the FY 2021-22 Operating Budget of all funds containing charges for diesel fuel as shown in Exhibit D. Diesel fuel charge will increase by \$982,703 in total.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

BA 32 and Exhibits

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING ALL FUNDS BEARING FINANCIAL COMMITMENTS IN REGARDS TO ELECTRIC, UNLEADED FUEL AND DIESEL FUEL; 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 #32) for municipal purposes, as follows:

- I. Amend the FY 2021-22 Operating Budget of all funds containing charges for electric as shown in Exhibit A. Electric charge will increase by \$430,000 in total.
- II. Amend the FY 2021-22 Operating Budget of all funds containing charges for unleaded fuel as shown in Exhibit B. Unleaded fuel charge will increase by \$716,192 in total.
- III. Amend the FY 2021-22 Operating Budget of all funds containing charges for diesel fuel as shown in Exhibit C. Diesel fuel charge will increase by \$1,002,505 in total.

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

**Exhibits
City of Lubbock, TX**

Exhibit A - Electric Account 8601

Fund Name	FY 21-22 Adopted Budget	FY 21-22 Proposed Budget	Variance
General	1,635,673	1,730,443	94,770
Lake Alan Henry	9,087	9,740	653
Water/Wastewater	5,907,062	6,193,473	286,411
Aviation	608,025	640,385	32,360
Civic Center	194,337	210,143	15,806
Total Electric	8,354,184	8,784,184	430,000

Exhibit B - Unleaded Fuel Account 8180

Fund Name	FY 21-22 Adopted Budget	FY 21-22 Proposed Budget	Variance
General Fund	1,710,752	2,266,157	555,405
Lubbock Power & Light	216,000	250,639	34,639
Water/Wastewater	321,278	419,331	98,053
Aviation Fund	23,947	28,340	4,393
Civic Center Fund	2,766	4,295	1,529
Stormwater	25,648	33,093	7,445
Risk	2,681	3,283	602
Fleet	19,919	30,434	10,515
Warehouse	210	854	644
Information Technology	860	956	96
Community Development	2,200	5,071	2,871
Total Unleaded	2,326,261	3,042,453	716,192

Exhibit C - Diesel Fuel Account 8181

Fund Name	FY 21-22 Adopted Budget	FY 21-22 Proposed Budget	Variance
General Fund	1,914,198	2,713,662	799,464
Lubbock Power & Light	239,000	412,385	173,385
Water/Wastewater	270,817	296,308	25,491
Aviation Fund	13,012	16,444	3,432
Cemetery Fund	2,998	3,731	733
Total Diesel	2,440,025	3,442,530	1,002,505

Information

Agenda Item

Ordinance 2nd Reading - Engineering: Consider Ordinance No. 2022-O0103, amending Chapter 30 “Lakes, Waterways and Floodplain” of the Code of Ordinances of the City of Lubbock, in order to extend freeboard requirements to residential machinery and equipment.

Item Summary

On June 28, 2022, the City Council approved the first reading of the ordinance.

The Community Rating System (CRS) is a voluntary program within the National Flood Insurance Program (NFIP). The CRS provides flood insurance discounts to communities that implement programs and measures that exceed minimum floodplain management requirements of the NFIP. The City of Lubbock has been a participant in the NFIP since 1982, and joined the CRS in 1992. The CRS determines discounts based on credits earned and class prerequisite achievements for participant activities and programs.

In January 2021, the CRS implemented a new CRS Class 8 prerequisite for freeboard for all participating and new CRS communities. The prerequisite requires the community to adopt and enforce at least a 1-foot freeboard requirement (including machinery and equipment) for all residential buildings constructed, substantially improved, and/or reconstructed due to substantial damage throughout the Special Flood Hazard Area.

These amendments extend the City's flood protection levels for residential and manufactured homes to include machinery and equipment, and ensure that the City has achieved compliance with the CRS prerequisite to be at least a Class 8 community. The City's existing flood protection levels meet the 1-foot freeboard requirement for the lowest floor (excluding machinery and equipment), and exceeds it in areas identified within the Master Drainage Plan as areas of greater risk and uncertainty.

Additional amendments included the following:

- Updates the most recent publication date of the Flood Insurance Rate Maps and Flood Insurance Study from January 2, 2013, to February 3, 2017.
- Amends application area and special flood hazard areas to align with language in the Drainage Criteria Manual and Master Drainage Plan study areas. Ensures that flood protection levels identified by City studies, but not yet studied by the NFIP, are required to meet the same level of protection.

Fiscal Impact

None

Staff/Board Recommending

Attachments

- Ordinance
- Redline Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 30 “LAKES, WATERWAYS AND FLOODPLAINS” IN ORDER TO COMPLY WITH UPDATED FEDERAL REQUIREMENTS FOR FLOODPLAIN MANAGEMENT; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR PUBLICATION.

WHEREAS, in 2021 the Federal Emergency Management Agency (FEMA) through its program the Community Rating System (CRS) updated some floodplain management requirements for municipalities; and

WHEREAS, the amendments herein bring the City of Lubbock into compliance with those CRS requirements; and

WHEREAS, the City Council of the City of Lubbock, Texas deems it in the best interest of the citizens of Lubbock to make the following amendments Chapter 30 of the Code of Ordinances of the City of Lubbock; NOW THEREFORE:

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

SECTION 1. THAT Section 30.03.007 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 30.03.007 Lands to which article applies

This article shall apply to all lands located in City of Lubbock Floodplains and areas of special flood hazard.

SECTION 2. THAT Section 30.03.008 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 30.03.008 Basis for establishing areas of special flood hazard

1. City Floodplain studies produced for the Master Drainage Plan and as set forth in the most recently adopted Drainage Criteria Manual are incorporated herein.
2. The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled “The Flood Insurance Study for Lubbock County, Texas, and Incorporated Areas” dated February 3, 2017, with accompanying flood insurance rate maps (FIRM) and any revisions thereto are hereby adopted by reference and declared to be a part of this article.

SECTION 3. THAT Sections 30.03.073(1) & (4) of the Code of Ordinances of the City of Lubbock, Texas, are hereby amended to read as follows:

Sec. 30.03.073 Specific standards

In all areas of City Floodplain and special flood hazard where base flood elevation data have been provided, as set forth in section 30.03.008, 30.03.003(b)(8) or 30.03.072(c) of this article, the following regulations shall apply for the corresponding construction type as set forth below:

(1) Residential construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities, including ductwork, elevated to the most restrictive flood protection elevation as set forth below;

- (A) One (1) foot above the 1% annual chance flood elevation established by the City of Lubbock Master Drainage Plan;
- (B) If located in a flood hazard area, the lowest floor (including basement) will be one foot above the peak water surface elevation established by the FIRM of the Federal Emergency Management Agency (FEMA);
- (C) Two (2) feet above the applicable playa lake overflow elevation;
- (D) Eighteen (18) inches above the highest gutter elevation (or if no curb and gutter is present, one foot above top of crown) of the nearest adjacent street(s);
- (E) Six (6) inches above the calculated peak water surface elevation if a design waiver has been granted in accordance with the drainage criteria manual; or
- (F) One foot above the 500-year 24-hour base flood elevation if located by a non-overflow playa lake; and

A registered professional engineer, architect or land surveyor shall submit a certificate to the floodplain administrator that the standard of this subsection, in accordance with Section 30.03.042(1) of this article, are satisfied.

(4) Manufactured homes.

- (A) All manufactured homes to be placed in or substantially improved within zones A, AO, AH, or AE on the City's FIRM and within the City Floodplains on sites that are:
 - 1. Outside of a manufactured home park or subdivision;
 - 2. In a new manufactured home park or subdivision;
 - 3. Existing manufactured home park or subdivision being enlarged; or

4. In an existing manufactured home park or subdivision in which the manufactured home has incurred substantial damage as a result of a flood or other causes,

shall be placed on a permanent foundation so that the lowest floor of the manufactured home, electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities, including ductwork, and shall be elevated to the most restrictive flood protection level as set forth in Section 1 above; and

(B) Shall be securely anchored to an anchored foundation system to resist flotation, collapse, and lateral movement, including but not limited to over-the-top or frame ties to ground anchors, while complying with all other state and local regulations.

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

SECTION 4. THAT a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable in accordance with state law and Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

SECTION 5. THAT the City Secretary of the City of Lubbock, Texas, is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative means of publication provided by law.

AND IT IS SO ORDERED.

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

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

TRAY PAYNE, MAYOR

ATTEST:

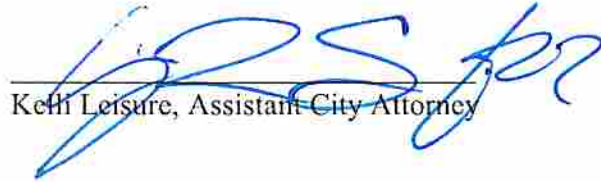
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

ccdocs/Ch 30 Floodplain Ord Amend
6.21.22

Sec. 30.03.007 Lands to which article applies

This article shall apply to all lands located in the City of Lubbock Floodplains and which includes areas of special flood hazard ~~within the city~~.

Sec. 30.03.008 Basis for establishing areas of special flood hazard

1. City Floodplain studies produced for the Master Drainage Plan and as set forth in the most recently adopted Drainage Criteria Manual are incorporated herein.

~~1.2.~~ The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled "The Flood Insurance Study for Lubbock County, Texas, and Incorporated Areas" dated ~~January 2, 2013~~ February 3, 2017, with accompanying flood insurance rate maps (FIRM) and any revisions thereto are hereby adopted by reference and declared to be a part of this article.

Sec. 30.03.073 Specific standards

In all areas of City Floodplain and special flood hazard where base flood elevation data have been provided, as set forth in section 30.03.008, 30.03.003(b)(8) or 30.03.072(c) of this article, the following regulations shall apply for the corresponding construction type as set forth below;~~the following provisions are required:~~

(1) Residential construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities, including ductwork, elevated to the most restrictive flood protection elevation as set forth below;~~excluding garage, elevated to or above:~~

(A) One (1) foot above the 1% annual chance flood elevation established by the City of Lubbock Master Drainage Plan;

(B) If located in a flood hazard area, the lowest floor (including basement) will be one foot above the peak water surface elevation established by the FIRM of the Federal Emergency Management Agency (FEMA); ~~otherwise it shall be:~~

(BC) Two (2) feet above the applicable playa lake overflow elevation;

(ED) Eighteen (18) inches above the highest gutter elevation (or if no curb and gutter is present, one foot above top of crown) of the nearest adjacent street(s);

(DE) Six (6) inches above the calculated peak water surface elevation if a design waiver has been granted in accordance with the drainage criteria manual; or

(E) One foot above the 500-year 24-hour base flood elevation if located by a non-overflow playa lake, ~~whichever is greater~~.

A registered professional engineer, architect or land surveyor shall submit a certificate to the floodplain administrator that the standard of this subsection, ~~as proposed in accordance inwith~~ section 30.03.042(1) of this article, ~~is~~ are satisfied.

(4) Manufactured homes.

(A) All manufactured homes to be placed or substantially improved within zones A, AO, AH, or AE on ~~a community's~~ the City's FIRM and within the City Floodplains on sites that are:

1. Outside of a manufactured home park or subdivision,

2. In a new manufactured home park or subdivision,

3. Existing manufactured home park or subdivision being enlarged, or

4. In an existing manufactured home park or subdivision in which the manufactured home has incurred substantial damage as a result of a flood or other causes

~~-shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, use of over the top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces placed on a permanent foundation so that the lowest floor of the manufactured home, electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities, including ductwork, and shall be elevated to the most restrictive flood protection level as set forth in Section 1 above; and~~

(B) Shall be securely anchored to an anchored foundation system to resist flotation, collapse, and lateral movement, including but not limited to over-the-top or frame ties to ground anchors, while complying with all other state and local regulations.

~~(B) All manufactured homes shall be in compliance with subsection (1).~~

~~(C) — All manufactured homes that are placed or substantially improved within zones A1-30, AH, and AE on the city's FIRM on sites: (i) outside of a manufactured home park or subdivision; (ii) in a new manufactured home park or subdivision; (iii) in an expansion to an existing manufactured home park or subdivision; or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as a result of a flood, be elevated on a permanent foundation such that the lowest floor (including basement), excluding garage, of the manufactured home shall be elevated to or above the base flood elevation and be securely anchored to an adequately engineered foundation system to resist flotation, collapse and lateral movement.~~

~~(i) — If located in a flood hazard area, the lowest floor (including basement) will be one foot above the peak water surface elevation established by the FIRM;~~

~~(ii) — Two (2) feet above the applicable playa lake overflow elevation;~~

~~(iii) — Eighteen (18) inches above the highest gutter elevation (or if no curb and gutter is present, one foot above top of crown) of the nearest adjacent street;~~

~~(iv) — Six (6) inches above the calculated peak water surface elevation if a design waiver has been granted in accordance with the drainage criteria manual;~~

~~(v) — One foot above the 500-year 24-hour base flood elevation if located by a non-overflow playa lake; or~~

~~(vi) — Whichever is greatest.~~

~~(D) — Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of subsection (4) of this section be elevated so that either:~~

~~(i) — The lowest floor (including basement) of the manufactured home is at or above the base flood elevation; or~~

~~(ii) — The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and be securely anchored to an adequately engineered anchor foundation system to resist flotation, collapse and lateral movement.~~

Information

Agenda Item

Resolution - Traffic Operations: Consider a resolution authorizing the Mayor to execute Contract 16620, with Utility Contractors of America, Inc., for underground boring services.

Item Summary

This contract is for underground boring services to be utilized during the construction of traffic signals. The contractor is responsible for obtaining necessary City and State permits, providing traffic control according to the Texas Manual on Uniform Traffic Control Devices (TMUTCD) standards, and coordinating with Traffic Operations staff regarding scheduling. The City will provide the conduit for the underground boring operations. Traffic conduit contains all the cable required to power and operate a traffic signal.

In response to RFP 22-16620-TF, one proposal was received and opened on June 16, 2022.

Contractor	Amount
Utility Contractors of America, Inc.	\$130,329.15

The contract term is one year, with the option of 2 one-year extensions. The contract term will begin upon formal approval. All stated annual quantities are approximations and actual quantities will be determined by need, based on intersection geometry. The City 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 the contract, or the contract may be terminated for non-compliance.

The Evaluation Committee recommends award to the sole bidder, Utility Contractors of America, Inc.

Fiscal Impact

This contract for \$130,329 is funded in Capital Improvement Project 92742, Traffic Signal FY 21-22 through FY 25-26.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Resolution - 16620 - Utility Contractors of America

Contract - 16620 - Utility Contractors of America
16620 Project Summary Sheet
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 16620 for underground boring services as per RFP 22-16620-TF, by and between the City of Lubbock and Utility Contractors of America, Inc. of Lubbock, TX, 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:



Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

**City of Lubbock, TX
Underground Boring Services
Agreement**

This Service Agreement (this "Agreement") is entered into as of the ___ day of _____ 2022 ("Effective Date") by and between Utility Contractors of America, Inc. (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals RFP 22-16620-TF, Underground Boring Services and

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide Underground Boring Services, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Proposal Price Sheet
4. Exhibit C – Insurance Requirements

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit B and Exhibit C attached hereto.

Article 1

- 1.1 The contract shall be for a term of one year, with the option of two, 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.
- 1.2 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), whichever 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 Price Index (PPI), whichever 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 rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

- 1.3 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.
- 1.4 All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.
- 1.5 This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

Article 2 Miscellaneous.

- 2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.
- 2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.
- 2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.
- 2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.
- 2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.
- 2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.
- 2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated

between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

- 2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
- 2.10 The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this do.
- 2.11 The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract insurance requirements document, this provision shall control.
- 2.12 Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
- 2.13 Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
- 2.14 Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.
- 2.15 Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be

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

- 2.16 No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
- 2.17 Texas Government Code 2274. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.
- 2.18 Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.
- 2.19 Confidentiality. The Contractor shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.
- 2.20 Indemnify. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the

generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

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

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

CITY OF LUBBOCK

CONTRACTOR

Tray Payne, Mayor

BY:

Authorized Representative

ATTEST:

Print Name

Rebecca Garza, City Secretary

Address

APPROVED AS TO CONTENT:

City, State, Zip Code

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

APPROVED AS TO FORM

Kelli Leisure, Assistant City Attorney

**City of Lubbock, TX
RFP 22-16620-TF
Underground Boring Services**

GENERAL REQUIREMENTS

1. GENERAL CONDITIONS

- 1.1 Traffic Engineering is seeking proposals to establish a contract for boring services to be done in the City of Lubbock in accordance with the applicable specifications and requirements below. The work or jobs described below are to be done by qualified contractors duly organized, validly existing and in good standing with at least three years of experience in this type of service. The Contractor shall maintain a qualified work force experienced in the performance of specified jobs and familiar with all laws, rules, and regulations regarding the activities stipulated herein. The Contractor shall show proof of qualifications and submit a list, together with their bid, of at least three customers and types of services done for the past three years.
- 1.2 The Contractor shall obtain necessary City permits for barricading streets or sidewalks and excavation in public right of way. The Contractor must register with the City Right of Way Office Management Coordinator to obtain permits related to excavation and obtain Barricade Permits from Traffic Engineering. Traffic Engineering personnel will obtain permits for proposed installation in the TXDOT Right of Way prior to the start of construction.
- 1.3 The Contractor shall guarantee to start projects with a minimum of 120 hours (five days) notice. All prices on excavations shall include any necessary equipment, back-filling, proper compaction, barricades, installation of warning tape (furnished by Traffic Engineering as needed) 18" below grade, and cleanup of site. All prices on bores shall include the above items with the addition of bore pit, pilot holes, and approach ditch. Back filling shall proceed in a timely manner and in accordance with these specifications. Where cables or conduits are being installed by Traffic Engineering, the Contractor shall promptly begin back filling of excavation areas after being notified by Traffic Engineering that cable or conduit installation is complete. The Contractor shall guarantee all excavations against sinking for a period of one year. The Contractor shall be responsible for shoring all excavations five feet or more in depth, as required by the Occupational Safety and Health Act. The Contractor shall be available for any pre-construction meeting as needed.
- 1.4 Traffic Engineering may require the Contractor to establish in writing a total cost including a maximum number of days, hours, cubic yards, and/or linear feet for each job proposal prior to excavation. No work shall proceed without prior approval of Traffic Engineering. Traffic Engineering will consider change authorizations if the need arises due to unforeseen circumstances. It is the intent of this bid that typical utility and underground utility work will be performed for the rates and units of measure as indicated on Traffic Engineering's Proposal Form. It is the further intent that the items and services shown under headings are turnkey or complete services. The services and items listed under heading Traffic Engineering Other are intended to be used only for unusual circumstances that do not fit under the scope of work described under other headings.
- 1.5 Billing invoices shall be itemized with charges separated accordingly. Traffic Engineering shall reserve the right to inspect time sheets on each project to confirm charges. No charges will be automatically paid that should be included in the footage

rate, the hourly rate, or the boring rate. All invoices shall reflect a location furnished to the Contractor by Traffic Engineering. Invoices for work shall be submitted to Traffic Engineering for payment within 30 days of the completion of work. The Contractor shall submit a list of subcontractors used in the completion of scheduled work.

- 1.6 Contractor will be required, at Contractor's expense, to furnish a payment bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total work or job price in the event that said work or job price assigned exceeds \$50,000 and will also be required to furnish a performance bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total work or job price in the event that said contract work or job assigned exceeds \$100,000. Said statutory bonds should be issued by a company carrying a current Best Rating of "A" or better.

2. PREPARATION FOR WORK

The Contractor shall immediately upon entering a project site for the purpose of beginning work, locate all general reference points and take any action necessary to prevent their destruction, lay out their own work, and be responsible for all ditch lines, elevations, and measurements of construction, grading, utilities, and other work executed under this contract. The Contractor shall exercise proper precautions to verify dimensions (if available), shown on drawings before laying out work. Existing lines shown on drawings are not guaranteed as to size, location, or completeness. The Contractor will be held responsible for any damage resulting from the Contractor's failure to locate exact type, size, and depth of existing lines. Any proposed Traffic Engineering line that interferes with existing lines shall be relocated or re-routed by the Contractor as directed by the Traffic Engineering Department.

3. PROTECTION

- 3.1 The Contractor shall be responsible for locating existing utilities utilizing the Texas 811 system and adequately protecting, at all times, the adjoining property and surrounding areas including landscaping and improvements, other utility facilities; and at the Contractor's expense, restore any damage to utilities or property. The Contractor's responsibility shall also include the removal of excess soil and related excavated materials not used in the back filling of excavations.
- 3.2 The Contractor shall provide at their expense all markers, lights, barricades, and other materials necessary to guard and protect all excavations and shall be responsible for any damage and liability from the neglect of these duties. All barricade equipment and layouts shall conform to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- 3.3 The Contractor shall protect, at all times, the excavations and site from damage by rainwater, spring water, ground water, backing up of drains or sewers, and all other water hazards. The Contractor shall provide all pumps, equipment, and enclosures to provide this protection. Excavations damaged by flooding or collapses shall be cleaned and enlarged to accommodate the installation of conduit pipes, cables, or pull boxes as required by drawings and specifications.
- 3.4 The Contractor shall be responsible for loss by theft and damage to Traffic Engineering materials furnished to the Contractor and placed in their charge.
- 3.5 Vehicle and equipment parking shall be arranged to minimize disruptions to normal traffic flow and pedestrian access. Blocking doorways, sidewalks, handicap access, and fire lanes is prohibited. Parking partially on the street and the sidewalk or curb is prohibited.

- 3.6 If street parking is necessary, vehicles shall be parked parallel and adjacent to the curb with appropriate cones and barricades as specified by the Contractor's Barricade Permit. The Contractor shall obtain permission from Traffic Engineering if parking or driving on a sidewalk or other landscaped area is necessary, otherwise any damage or repair cost will be charged to the Contractor.

4. LAWS, REGULATIONS, CODES, AND ORDINANCES

- 4.1 Construction shall conform to applicable requirements of the latest edition of the following documents. In case of conflict between any of these documents, the strictest requirements shall govern.
- a. The National Electric Code
 - b. The National Electric Safety Code
 - c. Occupational Safety and Health Act
 - d. API 1166 Excavation Monitoring and Observation
 - e. All local, state, and national codes, ordinances, rules, and regulations not specifically mentioned above but which apply to the proposed construction including city and state standards for barricades
 - f. Occupational Health and Safety Act requirements for shoring and bracing ditches and excavations - The Contractor shall provide if necessary, shoring and sheet piling in compliance with the same.
 - g. Manual on Uniform Traffic Control Devices (TMUTCD)
- 4.2 No extras shall be allowed for any changes to make the work conform to the regulations of the above-mentioned documents; they shall be considered as completely included in the contract prices. Nothing in these specifications or drawings is to be construed to permit work not conforming to these documents and codes.

5. INSPECTION

Traffic Engineering representatives shall at all times have access to the project site for inspection of the work. Materials furnished to the Contractor by Traffic Engineering shall be inspected by the Contractor and Traffic Engineering upon receipt. The Contractor shall be responsible for the safe handling and storage of all material furnished and shall replace, at their own expense, all material that becomes damaged or defective while placed in the Contractor charge.

6. BARRICADES

The Contractor shall provide, install, and maintain for the duration of the work all necessary rigid barricades, warning signs and other warning devices and shall take all other precautions to safeguard persons, adjoining property, including improvements thereon, against injuries and damages of every nature whatsoever. All barricade equipment and layouts shall conform to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

7. CONDUIT INSTALLATION

All conduit installation must conform to City of Lubbock design standards and specifications. Bid item pricing is requested for turnkey jobs including conduit installation by the Contractor. Under these bid items, the Contractor is to install conduits furnished by Traffic Engineering. Conduits shall be installed in continuous runs. Splices can be made using solvent cement as directed by the conduit manufacturer in making up all PVC joints

or by fusion. During construction, partially completed conduit installations shall be protected from entrance of dirt and any other debris. Weight or secure conduits to avoid floating if flowable backfill is used. Install the flowable backfill in one pour if possible. Do not allow heavy masses of flowable backfill to fall on conduits. Insure that the top of the flowable backfill is reasonably level. Materials will be furnished by Traffic Engineering as specified below. All conduits shall be free of debris and have a mule tape placed in the conduit to allow for pulling in cable at a later date by Traffic Engineering personnel. The mule tape shall not rust, rot or mildew and have a minimum of 1200 pounds breaking strength. The ends of finished empty conduit runs shall be sealed so as not to allow dirt or debris into the conduit.

8. BORING

The Contractor's price per foot for boring shall include all work necessary to complete the boring such as excavating bore pit, receiving pit, and pilot holes. Where bore pit, receiving pit or pilot holes have to be excavated in concrete or asphalt areas, the Contractor will be paid the unit prices for cutting and repairing concrete or asphalt. However, extra cubic yard or hourly charges for excavation will not be paid. Prices quoted on bores shall be one price regardless of depth.

9. PULL BOX EXCAVATION

The excavation shall be laid out so that when the pull box is set, it will be in line with the conduit assembly. The depth of the pull excavation shall be to the grade necessary with an additional 6" space at the bottom to facilitate placement of base material. An additional 12" on all sides shall be excavated to permit maneuvering and final adjustment of the pull box. The base material shall be sandy soil, 5/8" crushed rock, or the equivalent of coarse gravel, and shall be installed prior to the installation of the pull box. The actual installation of the pull box shall be completed by the contractor or Traffic Engineering personnel as specified by Traffic Engineering. The Contractor shall backfill around and over the pull box and perform compaction as required below.

10. BACKFILLING

- 10.1 Where excavation in existing dirt or grassy areas has taken place, proper compaction will be required and prices included in per foot price.
- 10.2 Any excavation in paved areas shall be machine compacted in 6" layers to 95% proctor by means of a pneumatic tamper. Soil compaction tests may be performed by the City of Lubbock.
- 10.3 All back-filling material shall be free from refuse, boulders, rocks, stones, or other unsuitable material. Existing material from excavation shall be used for back filling.
- 10.4 At the option of Traffic Engineering, selected excavation sites may be back-filled with flowable backfill in order to speed up the backfill operation and minimize interruptions to customer operations or traffic. Flowable backfill will be installed when specifically requested by Traffic Engineering.

11. PAVEMENT CUT AND REPAIR

All pavement cut and repairs must conform to City of Lubbock design standards and specifications. Wherever it is necessary to make cuts in existing asphalt pavement or concrete areas, the cuts shall be made in such a manner as to cause the least amount of damage to adjoining surfaces. If ditches are in an area subject to City of Lubbock design standards and specifications paving specifications the compaction must be approved by City of Lubbock. Asphaltic concrete for repairs shall be furnished and installed by the Contractor. Where concrete

sidewalks, driveways, streets, or parking lots are cut, the concrete shall be leveled, troweled, and finished to match the existing concrete.

12. CLEAN UP

After the construction work is completed and before acceptance by Traffic Engineering, the Contractor shall remove all rubbish, excess material from excavation, and other debris from the work site, and all trench surfaces shall be bladed and all depressions caused by settlement shall be filled with top soil or sand and yard raked to existing grades. Unless noted or directed otherwise, final grading and clean-up will be considered to be included in the cost of the particular excavation as designated in the proposal form.

13. FURNISHING OF MATERIALS

13.1 Unless noted or directed otherwise, Traffic Engineering will furnish or provide and pay for the following materials for installation by the Contractor:

- a. PVC Conduit and Materials
- b. Grout
- c. Gravel
- d. Concrete
- e. Flowable backfill
- f. Warning tape

13.2 Pull Boxes will be delivered to the job site and set in the hole by the Contractor or Traffic Engineering as required by Traffic Engineering.

13.3 All other material listed above shall be picked up by the Contractor at the City of Lubbock Traffic Operations, 202 Municipal Drive. Upon receipt of these materials, the Contractor shall assume full responsibility for the guarding and protection of these materials from loss or damage.

14. EXCEPTIONS

Any exceptions to the requirements stated herein must be stated in the formal proposal. Explanation must be made for each item for which exception is taken, giving in detail the extent of the exception, and the reason for which it is taken, in order for consideration to be given to the proposal.

15. RESPONSE FORMAT AND PREPARATION INSTRUCTIONS

Offerors shall use the prescribed format outlined in this RFP to clearly indicate their experience and qualifications, describe their technical approach to this project, and fully describe their proposal. Responses must be submitted in the format outlined in this RFP. Each response will be reviewed to determine if it is complete before evaluation. Traffic Engineering reserves the right to eliminate from further consideration any response deemed unresponsive to this RFP. The intent of Traffic Engineering is that all responses follow the same format in order to evaluate each response fairly. Proposals will be evaluated based on the material and substantiating evidence presented in the proposal, and not based on what could be inferred. Begin each section and subsection described herein on a separate page. Number the pages in each section consecutively. Each page shall have the name of the Offeror indicated clearly at the upper right corner.

16. BID BOND

Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's 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 5% of the total amount of the bid submitted as a guarantee that bidder will enter into a contract and execute all necessary bonds (if required) within ten (10) business days after notice of award of the contract to him.

FAILURE OF THE BIDDER TO INCLUDE BID SECURITY WITH THE BID SUBMITTAL SHALL CONSTITUTE A NONRESPONSIVE BID AND RESULT IN DISQUALIFICATION OF THE BID SUBMITTAL.

EXHIBIT B

City of Lubbock, TX

Traffic Engineering

RFP 22-16220-TF

Underground Boring Services**Utility Contractors of America of Lubbock, TX**

#	Items	Qty (+/-)	UoM	Unit Cost	Extended Cost
Boring and Conduit Installation					
#1-1	Bore and install (1) - 2" PVC conduit	30	LF	\$37.27	1,118.10
#1-2	Bore and install (2) - 2" PVC conduit	200	LF	48.92	9,784.00
#1-3	Bore and install (1) - 3" PVC conduit	20	LF	48.92	978.40
#1-4	Bore and install (2) - 3" PVC conduit	20	LF	69.21	1,384.20
#1-5	Bore and install (1) - 4" PVC conduit	40	LF	69.21	2,768.40
#1-6	Bore and install (2) - 4" PVC conduit	500	LF	98.49	49,245.00
#1-7	Bore in rock and install (1) - 2" PVC conduit	15	LF	133.10	1,996.50
#1-8	Bore in rock and install (2) - 2" PVC conduit	40	LF	146.41	5,856.40
#1-9	Bore in rock and install (1) - 3" PVC conduit	15	LF	146.41	2,196.15
#1-10	Bore in rock and install (2) - 3" PVC conduit	15	LF	173.03	2,595.45
#1-11	Bore in rock and install (1) - 4" PVC conduit	15	LF	173.03	2,595.45
#1-12	Bore in rock and install (2) - 4" PVC conduit	40	LF	199.65	7,986.00
#1-13	Additional cost for installation of 2" PVC conduit	20	LF	23.96	479.20
#1-14	Additional cost for installation of 3" PVC conduit	20	LF	33.95	679.00
#1-15	Additional cost for installation of 4" PVC conduit	20	LF	42.59	851.80
#1-16	Installation of 90 degree elbows	40	EA	113.14	4,525.60
Miscellaneous Items					
#2-1	Labor and material to install Type D pull box	20	EA	532.40	10,648.00
#2-2	Labor and material to install Type 1 pull box	2	EA	732.05	1,464.10
#2-3	Cut and remove concrete	60	SF	25.96	1,557.60
#2-4	Labor only to replace install and finish concrete	60	SF	34.63	2,077.80
#2-5	Cut and remove asphalt paving	20	SF	20.12	402.40
#2-6	Labor and materials to install asphalt paving	20	SF	34.61	692.20
#2-7	Backhoe for miscellaneous installation.	40	HR	199.65	7,986.00
#2-8	Load, haul, and dispose of excess material.	50	CY	107.81	5,390.50
#2-9	Provide machine tamper and operator for miscellaneous compaction	10	CY	107.81	1,078.10
#2-10	Contractor charge for miscellaneous labor	40	HR	99.82	3,992.80
Overall Total:				\$130,329.15	

**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 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

INCOMPLETE INFORMATION

Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as information as indicated, may results in disqualification by reason of "non-responsiveness".

Vendor Acknowledgement

In compliance with this solicitation, the undersigned offeror having examined the request for proposal, instructions to offerors, 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.



Authorized Signature

Jonathan Ziegner

Print/Type Name

Utility Contractors of America

Company Name

President

Title

6/16/2022

Date

5805 CR 7700

Address

Lubbock, TX 79424

City, State Zip Code

Contact for questions, clarifications, etc.	
Name and Title:	Jonathan Ziegner
Mailing Address:	5805 CR 7700
City, State, Zip:	Lubbock, TX 79424
Telephone No:	806-863-2642
Fax No:	806-863-4132
E-Mail:	Jonathan@ucatexas.com

EXHIBIT C

1. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

Commercial General Liability Requirements: \$1M occurrence / \$2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Automatically add an excess liability of \$4M.

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

Commercial General Liability Digging Endorsement: XCU 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

IMPORTANT: POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

- a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

- c. Provide for notice to the City at the address shown below by registered mail;
- d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

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

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

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

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



Purchasing and Contract Management

Project Summary

RFP 22-16620-TF

Underground Boring Services

Notice was published in the Lubbock Avalanche Journal on May 29 & June 5, 2022.

Notice was published on the Purchasing Web Site under Bid Opportunities.

Notice was published on Bonfire.com from May 29 to June 16, 2022.

4 individuals attended the pre-proposal meeting.

21 vendors viewed using Bonfire.com.

21 vendors downloaded the documents.

15 vendors were notified separately.

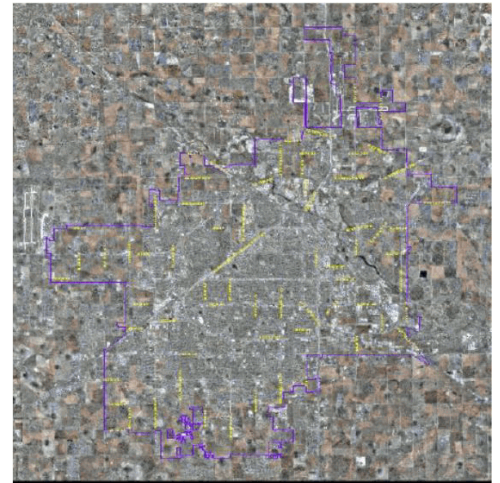
1 vendor submitted a proposal.

**City of Lubbock, TX
Capital Project
Project Cost Detail
July 12, 2022**

Capital Project Number:	92742
Capital Project Name:	Traffic Signal FY 21-22 through FY 25-26

	<u>Budget</u>
<i>Encumbered/Expended</i>	
MH Civil Construction-ADA Ramps	\$ 27,490
Traffic Signal Equipment	168,525
 <i>Agenda Items July 12, 2022</i>	
Underground Boring Services	43,443
<i>Encumbered/Expended To Date</i>	<u>239,458</u>
 <i>Estimated Costs for Remaining Appropriation</i>	
Traffic Signal Pier Drilling Services	10,563
Traffic Signal Equipment	120,214
<i>Remaining Appropriation</i>	<u>130,777</u>
 Total Appropriation	 <u><u>\$ 370,235</u></u>

Project Status **Approved**



Project End Date - Construction: 9/30/2026

\$350,000 was appropriated in the FY 2021-22 Budget, Ord. No. 2021-00126, October 1, 2021.

[illegible][illegible]

Information

Agenda Item

Resolution - Traffic Operations: Consider a resolution authorizing the Mayor to execute Contract 16624, with Precision Drilling, a division of Brown-McKee, Inc., for traffic signal pier drilling services.

Item Summary

This contract is for traffic signal pier drilling services, necessary for construction of traffic signal mast arm assemblies.

In response to ITB 22-16624-TF, one bid was received and opened on June 16, 2022.

Contractor	Amount
Precision Drilling, a division of Brown-McKee, Inc., Lubbock, TX	\$31,690

The contract term will be one year, with the option of 4 one-year extensions. The contract term will begin upon formal approval. All stated annual quantities are approximations and order quantities will be determined by actual need. The City 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 the contract, or the contract may be terminated for non-compliance.

Staff recommends award to the sole bidder, Precision Drilling, a division of Brown-McKee, Inc., of Lubbock, Texas.

Fiscal Impact

This contract for \$31,690 is funded in Capital Improvement Project 92742, Traffic Signal FY 21-22 through FY 25-26.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Resolution 16624
Contract 16624
16624 Project Summary Sheet

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 16624 for traffic signal pier drilling services as per ITB 22-16624-TF, by and between the City of Lubbock and Precision Drilling a division of Brown-McKee, Inc. of Lubbock, TX, 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:

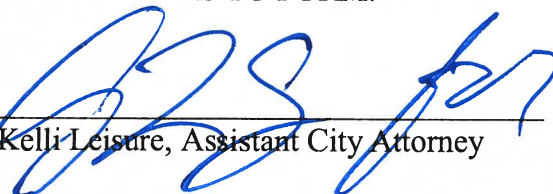
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

**City of Lubbock
Contract for
Traffic Signal Pier Drilling Services**

THIS CONTRACT made and entered into this ____ day of _____, 2022, by and between the City of Lubbock ("City"), and **Precision Drilling a division of Brown-McKee, Inc.**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Traffic Signal Pier Drilling 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 **Traffic Signal Pier Drilling 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, **Traffic Signal Pier Drilling Services** and more specifically referred to as **Items 1-1 through 1-3** on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The contract shall be for a term of one (1) year, with the option of four (4), one year extensions, said date of term beginning upon formal approval. 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 rate 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):

Commercial General Liability Requirements: \$1M occurrence / \$2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Automatically add an excess liability of \$4M.

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

Commercial General Liability Digging Endorsement: XCU 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 an A.M. Best rating of A- or better.

* Subcontractors must carry same limits as listed above

IMPORTANT: POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

- a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;
- c. Provide for notice to the City at the address shown below by registered mail;
- d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

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

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

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

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

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

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

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. 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.

18. 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.
19. 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.
20. This Contract consists of the following documents set forth herein; Invitation to Bid No. 22-16624-TF, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

Tray Payne, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



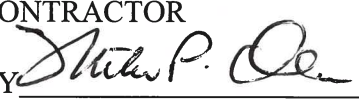
L. Wood Franklin, P.E., Division Director of Public Works

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

CONTRACTOR

BY 

Authorized Representative

MIKE P. OLES

Print Name

906 E. SCATON ROAD

Address

Lubbock, TX 79404

City, State, Zip Code

City of Lubbock, TX
ITB 22-16624-TF
Traffic Signal Pier Drilling Services
Specifications

This specification shall cover Drilled Shafts for City of Lubbock Traffic Signal Arm Assemblies.

All drilled shafts shall conform to 2014 Texas Department of Transportation (TXDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges – Item 416 “Drilled Shaft Foundations”

- <https://ftp.dot.state.tx.us/pub/txdot-info/cmd/cserve/specs/2014/standard/s416.pdf>
1. This bid only covers specifications for drilling the shaft to the required dimensions.
 2. Reinforcing steel, concrete and slurry displacement are not a part of this bid and shall be excluded from the specification. If casing is required refer to section 3.3 of the above mentioned TxDOT specification.
 3. All drilled shaft locations shall be marked and approved by the City of Lubbock Traffic Operations Department prior to drilling.
 4. All material excavated shall be removed by City of Lubbock personnel.
 5. The contractor is responsible for all utility locates and permits prior to drilling shafts.
 6. The shafts to be drilled will be 36" (inches) or 48" (inches) in diameter.
 7. Shaft depths can vary from 13' (feet) to 22' (feet). Dimensions shall be determined by plans.
 8. Further information regarding Traffic Signal shafts can be found in TXDOT's standard sheets:
 - a. Traffic Signal Pole Foundations, TS-FD-12 and
 - b. Traffic Signal Support Structures, Long Mast Arm Assembly, LMA (2)- 12.
 9. The City of Lubbock Traffic Operations Department will be responsible for traffic control for the contractor, shafts shall not be drilled without Traffic Operations personnel on site.

City of Lubbock, TX
Purchasing and Contract Management
Vendor Acknowledgement Form

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**
Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net _____ calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be **NET THIRTY DAYS**. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

**City of Lubbock, TX
Traffic Engineering
ITB 22-16624-TF
Traffic Signal Pier Drilling Services**

Precision Drilling a division of Brown-McKee, Inc. of Lubbock, TX

#	Items	Qty (+/-)	UoM	Unit Price	Extended Cost
#1-1	Drilled pier shafts – 36” in diameter	150	LF	\$ 26.00	3,900.00
#1-2	Drilled pier shafts – 48” in diameter	660	LF	31.50	20,790.00
#1-3	Mobilization	20	EA	350.00	7,000.00

Total: \$ 31,690.00

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES _____ NO X

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

ADDENDA

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No.	<u> N/A </u>	Date	<u> N/A </u>
Addenda No.	<u> </u>	Date	<u> </u>
Addenda No.	<u> </u>	Date	<u> </u>
Addenda No.	<u> </u>	Date	<u> </u>

INSURANCE REQUIREMENTS

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

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

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of \$25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

TEXAS GOVERNMENT CODE SECTION 2252.152

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

TEXAS GOVERNMENT CODE SECTION 2271.002

Company hereby certifies the following:

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

The following definitions apply to this state statute:

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

This Certification is required from a Company if the Company has 10 or more full-time employees and the contract for goods or services (which includes contracts formed through purchase orders) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

TEXAS GOVERNMENT CODE 2274

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

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

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

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

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

INCOMPLETE INFORMATION

Failure to complete or provide any of the information requested in this Invitation to Bid, including references, and/or additional information as indicated, may result in disqualification by reason of "non-responsiveness".

CONTRACTOR ACKNOWLEDGEMENT

In compliance with this solicitation, the undersigned bidder, having examined the bid documents, instructions to bidders, documents associated with the invitation to bid, and being familiar with the conditions to be met has reviewed the above information regarding:

- 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

SUBMISSION INFORMATION

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

THIS BID IS SUBMITTED BY Precision Drilling a division of Brown-McKee Inc. a
corporation organized under the laws of the State of Texas, or a partnership consisting of
_____ or individual trading as _____ of
the City of Lubbock

Tax ID No.: 75-0906414

Address: 906 E. Slaton Road

City: Lubbock State: Texas Zip: 79404

M/WBE Firm:	<input type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
	<input checked="" type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific American	<input type="checkbox"/>	Other (Specify)

Please complete the information below.

By  Date: 06/15/2022

Authorized Representative - must sign by hand

Officer Name and Title: Jeremy Duhon Vice-President

Business Telephone Number 806-744-8623 FAX: 806-748-1681

E-mail Address: jeremyd@brownmckee.com



Purchasing and Contract Management

Project Summary

ITB 22-16624-TF

Traffic Signal Pier Drilling Services

Notice was published in the Lubbock Avalanche Journal on May 29 & June 5, 2022.

Notice was published on the Purchasing Web Site under Bid Opportunities.

Notice was published on Bonfire.com from May 29 to June 16, 2022.

3 individuals attended the pre-bid meeting.

14 vendors viewed using Bonfire.com.

14 vendors downloaded the documents.

13 vendors were notified separately.

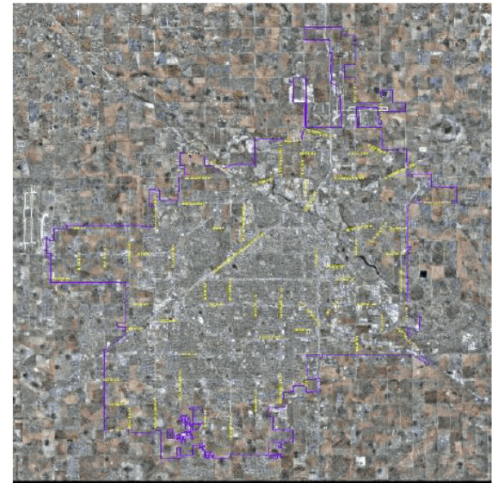
1 vendor submitted a bid.

**City of Lubbock, TX
Capital Project
Project Cost Detail
July 12, 2022**

Capital Project Number:	92742
Capital Project Name:	Traffic Signal FY 21-22 through FY 25-26

	<u>Budget</u>
<i>Encumbered/Expended</i>	
MH Civil Construction-ADA Ramps	\$ 27,490
Traffic Signal Equipment	168,525
 <i>Agenda Items July 12, 2022</i>	
Traffic Signal Pier Drilling	10,563
<i>Encumbered/Expended To Date</i>	<u>206,578</u>
 <i>Estimated Costs for Remaining Appropriation</i>	
Underground Boring Services	43,443
Traffic Signal Equipment	120,214
<i>Remaining Appropriation</i>	<u>163,657</u>
 Total Appropriation	 <u><u>\$ 370,235</u></u>

Project Status **Approved**



Project End Date - Construction: 9/30/2026

\$350,000 was appropriated in the FY 2021-22 Budget, Ord. No. 2021-00126, October 1, 2021.

[illegible][illegible]

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the City Council to accept, for and on behalf of the City of Lubbock, a General Warranty Deed as described in Exhibit A, associated with the transfer of various parcels of land from the Urban Renewal Agency to the City of Lubbock, Lubbock County, Texas.

Item Summary

This transfer of vacant lots from the Urban Renewal Agency to the City of Lubbock, is for multiple lots described in Attachment A attached to the General Warranty Deed.

Urban Renewal Agency approved the transfer at their Regular Board Meeting on June 21, 2022.

Fiscal Impact

This transfer of vacant lots has no fiscal impact to the General Fund.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Karen Murfee, Community Development Director
Urban Renewal Agency Trustee

Attachments

Resolution
Deed & Exhibit "A"

RESOLUTION

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

THAT the City Council hereby accepts, on behalf of the City of Lubbock, a General Warranty Deed for lots as described in Exhibit "A" attached hereto and incorporated herein by reference, from the Urban Renewal Agency of the City of Lubbock for certain real property located in the City of Lubbock, Lubbock County, Texas, and related documents. Said General Warranty Deed 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

RES. URA General Warranty Deed
6.27.22

Resolution No. _____

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

GENERAL WARRANTY DEED

DATE:

June 27, 2022

GRANTOR:

Urban Renewal Agency of the City of Lubbock
PO Box 2000
Lubbock, TX 79457

GRANTEE:

City of Lubbock
PO Box 2000
Lubbock, TX 79457

CONSIDERATION:

Ten and No/ 100 Dollars (\$10.00) and other good and valuable consideration.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

That certain multiple parcels located within the City limits of Lubbock, Lubbock County, Texas, and being further described in Attachment "A".

RESERVATIONS FROM CONVEYANCE:

None

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

None

GENERAL WARRANTY:

Grantor, for the consideration Grantor , for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells , and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging , to have and to hold it to Grantee and Grantee ' s heirs , successors, and assigns for so long as the Property is used for a public purpose. For purposes hereof, "public purpose" shall mean any use in conformity with Chapter 374 of the Texas Local Government Code. Disposition of the property by the Urban Renewal Agency of the City of Lubbock in accordance with the Chapter 374 of the Texas Local Government Code shall fulfill the public purpose.

When the context requires, singular nouns and pronouns include the plural

**THE URBAN RENEWAL AGENCY
OF THE CITY OF LUBBOCK:**



Lawrence Valdez, Chairman

ATTEST:


Karen Murfee, URA Trustee

ACKNOWLEDGMENT

STATE OF TEXAS §

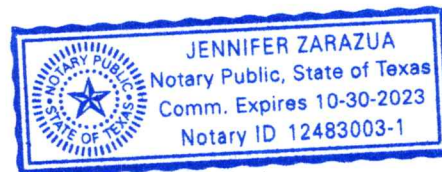
COUNTY OF LUBBOCK §

BEFORE ME, the undersigned, a Notary Public in and for Lubbock County, Texas, on this day personally appeared **Lawrence Valdez**, Chairman of the Urban Renewal Agency of the City of Lubbock, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27 day of June, 2022.

[SEAL]


Notary Public for the State of Texas



Urban Renewal Agency of the City of Lubbock
 Transfer of Multiple Parcels to the City of Lubbock
 Located in Airport area, Park areas, and Cemetery areas

ITEM	LEGAL DESCRIPTION	PHYSICAL ADDRESS	CITY, STATE, ZIP
R85345	BLK A SEC 10 AB 1439 TR C8	E BLUEFIELD ST, LUBBOCK, TX 79403	LUBBOCK, TX 79403
R99168	SIEBER BLK 18 L 1A	3101 TEAK AVE, LUBBOCK, TX 79404	LUBBOCK, TX 79404
R99193	SIEBER BLK 18 L 2A	3103 TEAK AVE, LUBBOCK, TX 79404	LUBBOCK, TX 79404
R25339	CLOVIS ROAD PARK L 2	2212 1ST ST, LUBBOCK, TX 79415	LUBBOCK, TX 79415
R60479	CORONADO BLK 6 L 1	BIRCH AVE, LUBBOCK, TX 79404	LUBBOCK, TX 79404
R50970	GUADALUPE BLK 10 L 11	1202 1ST ST, LUBBOCK, TX 79401	LUBBOCK, TX 79401
R53549	GUADALUPE BLK 22 L 1 & 2	101 AVE H, LUBBOCK, TX	LUBBOCK, TX 794XX
R50942	GUADALUPE BLK 10 L 10	100 AVE K, LUBBOCK, TX 79401	LUBBOCK, TX 79401
R101634	PAVERS TR A	N AVE Q, LUBBOCK, TX 79415	LUBBOCK, TX 79415
R53621	GUADALUPE BLK 24 L 1	1410 CESAR E CHAVEZ DR, LUBBOCK, TX	LUBBOCK, TX 79401
R51981	GUADALUPE BLK 14 L 8	1ST ST, LUBBOCK, TX 79401	LUBBOCK, TX 79401
R52375	GUADALUPE BLK 15 L 14	113 AVE L, LUBBOCK, TX 79401	LUBBOCK, TX 79401

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute a lease agreement, with Abilene Aero, Inc. d/b/a Lubbock Aero, at the Lubbock Preston Smith International Airport.

Item Summary

The City of Lubbock currently has a lease agreement with Abilene Aero, Inc. d/b/a Lubbock Aero for multiple properties located on the east side of the Airport. Lubbock Aero wishes to continue to lease the Executive Terminal and two Hangar Buildings under a new lease. Lubbock Aero is leasing the premises for the purpose of conducting commercial aviation activities of a fixed based operator (FBO). Rentals are as follows:

Premises	Monthly Revenue	Annual Revenue
Executive Terminal: 5,240 sq. ft. @ \$6.17 per sq. ft. per year:	\$2,694.23	\$32,330.80
Hangar Building #108: 11,280 sq. ft. @ \$1.618 per sq. ft. per year:	\$1,608.34	\$19,300.08
Hangar Building #302: 11,000 sq. ft. @ \$1.618 per sq. ft. per year:	\$1,483.17	\$17,798.00
Total Land Area: 64,312 sq. ft. @ \$.2034 per year:	\$1,711.78	\$13,081.06
Total Apron Area: 100,900 sq. ft. @ \$.2034 per year:	\$1,711.78	\$20,541.37

The rental rate will be adjusted annually by the Consumer Price Index (CPI).

The term of the agreement will be for a period of 10 years commencing on the execution of this agreement and ending on July 31, 2032.

The term is commensurate with the amount of capital investment made by the lessee in the leased premises, consistent with the airport required FBO Capital Investment Schedule. Lubbock Aero will expend no less than \$1,000,000 to improve the Executive Terminal, \$100,000 to improve Hangar #108, and \$100,000 to improve Hangar #302.

Airport staff and the Airport Advisory Board recommend a lease agreement with Abilene Aero, Inc. d/b/a Lubbock Aero at Lubbock Preston Smith International Airport.

Fiscal Impact

The lease will generate approximately \$103,050.51 in annual revenue.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Kelly Campbell, Executive Director of Aviation

Airport Advisory Board

Attachments

Resolution Abilene Aero, Inc. d/b/a Lubbock Aero

Lease Agreement Abilene Aero, Inc. d/b/a Lubbock Aero

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Lease Agreement by and between the City of Lubbock and Abilene Aero, Inc. d/b/a Lubbock Aero for certain real property located at Lubbock Preston Smith International Airport (LPSIA), and related documents. Said Lease Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

ccdocs/RES.LeaseAgrmt-Lubbock Aero
June 21, 2022

STATE OF TEXAS §

CITY OF LUBBOCK §

LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS LEASE AGREEMENT, hereinafter referred to as the “Agreement” or “Lease,” is entered into by the **CITY OF LUBBOCK** (referred to herein as “City”), a Home Rule Municipality of Lubbock County, Texas, and **ABILENE AERO, INC. d/b/a LUBBOCK AERO**, (referred to herein as “Lessee”).

WITNESSETH

WHEREAS, City owns, controls, and operates the Lubbock Preston Smith International Airport (referred to herein as “Airport”), situated at Lubbock, Lubbock County, Texas, and has the authority to grant certain rights and privileges with respect thereto, including those hereinafter set forth; and

WHEREAS, City deems it advantageous to itself and to its operation of the Airport to lease unto Lessee the premises described herein, together with certain privileges, rights, uses, and interests therein, as hereinafter set forth; and

WHEREAS, Lessee is a corporation primarily engaged in Commercial aviation retail sales, Aircraft repair, Aircraft Maintenance, Aircraft Fuel sales, and the general Aeronautical Activities (referred to herein as Activities or Activity) of fixed base operations; and

WHEREAS, Lessee has indicated a willingness and an ability to properly keep, maintain, and improve said premises in accordance with standards established by City, and

NOW THEREFORE, for and in consideration of the mutual promises, covenants, terms, and conditions, both general and special, as hereinafter set forth, City hereby grants to Lessee the rights and privileges hereinafter described; Lessee agrees to accept the duties, responsibilities, and obligations as hereinafter set forth; and the parties hereto, for themselves, their successors, and assigns, agree as follows:

DEFINITIONS

Being consistent with the Primary Management Compliance Documents (referred to herein as PMCD's), all defined words are identified in the General Provisions and shall be incorporated into the Agreement, as Exhibit "B". All words or phrases defined in the PMCDs, whenever used in this Agreement, shall be identified by use of a capital letter and the meaning shall be construed as defined therein or unless a different meaning is specifically defined. Words or phrases that are not defined shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

ARTICLE ONE

DEMISE OF LEASED PREMISES

1.01 LEASED PREMISES

For and in consideration of the terms, conditions, and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City does hereby lease unto Lessee certain property located on the Airport, more particularly described in Exhibit "A" which is attached to this Lease, and is incorporated into and made a part of this Lease for all purposes (collectively referred to as "Premises" or "Leased Premises" in this Agreement).

Description of Leased Premises:

Executive Terminal Building: 5,240 sq. ft. and land area 33,650 sq. ft.

*Partial (5,240 of total 9,528 sq. ft.)

Hangar Building #108: 11,280 sq. ft. and land area 4,650 sq. ft.

Hangar Building #302: 11,000 sq. ft. and land area 5,175 sq. ft.

Land Fuel Storage Tanks: 2,530 sq. ft.

Land Deicing Tanks: 2,200 sq. ft.

Land Vehicle Parking Lot: 27,300 sq. ft. (16,107: ratio of 59% of leased sq. ft.).

Concrete Apron - Executive: 75,000 sq. ft.

Concrete Apron – Hangar #108: 12,000 sq. ft.

Concrete Apron – Hangar #302: 12,000 sq. ft.

Asphalt Apron – Fuel Storage: 1,990 sq. ft.

If other space, currently occupied by third parties, becomes available within the Executive Terminal, Lessee shall have the right of first refusal to lease the space. If

Lessee chooses to lease the space, the parking lot space percentage and building square footage amount shall be increased proportionately with written consent of the Director.

1.02 USE OF AIRPORT

Lessee shall use the Leased Premises for Commercial Aeronautical Use. Lessee shall not use the Leased Premises identified as contrary to the Airport Layout Plan, Airport Land Use Plan, and/or Legal Requirements. This Agreement incorporates the General Aviation Minimum Standards as may be amended from time-to-time. This document is attached to this Agreement as Exhibit "C".

City shall make no warranty or representation of any kind concerning the condition of the Leased Premises or the fitness of the Leased Premises for the uses and Activities intended. Lessee shall comply with all applicable Legal Requirements.

1.03 PUBLIC BENEFIT

Lessee agrees to operate the Leased Premises for the use and benefit of the public and further agrees:

- A. To use reasonable efforts to furnish good, prompt, and efficient services adequate to meet all the demands for its services at the Airport;
- B. To furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof; and
- C. To charge reasonable and not unjustly discriminatory prices for each unit or service provided the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

ARTICLE TWO

TERM

2.01 TERM

The initial term of this Agreement shall be for a period of ten (10) years commencing on the execution of this Agreement and ending on July 31, 2032, unless terminated sooner as proved in this lease. Prior to expiration of this Lease, Lessor, and Lessee shall engage in good faith negotiations to renew and extend this Lease.

The term is commensurate with the amount of Capital Investment made by the Lessee in the Leased Premises and/or on the Airport, consistent with the Capital Investment made by the lessee in the leased premises and/or on the Airport, consistent with the FBO Capital Investment schedule.

EXECUTIVE TERMINAL:

SQ. FT. 294,077
Amount of Investment = \$1,000,000 = 10 year lease

HANGAR 108:

SQ. FT. 27,930
Amount of Investment = \$ 100,000 = 10 year lease

HANGAR 302:

SQ. FT. 28,175
Amount of Investment = \$ 100,000 = 10 year lease

2.02 HOLDING OVER

In the event Lessee remains in possession of the Leased Premises after the expiration of this Agreement, the rents, fees, and other charges paid during the holding over period shall be equal to a minimum of 150% of the monthly rents, fees, and other charges that were charged by the City at the time the Agreement expired. In no case shall a holdover by Lessee be construed to be a renewal or extension of the Lease.

ARTICLE THREE

RENTAL AND FEES

3.01 RENTALS

In consideration of the rights and privileges herein granted as singularly related to its use and enjoyment of the Leased Premises, Lessee shall pay to the City the following:

A. EXECUTIVE TERMINAL AND HANGAR BUILDINGS

Rental for the Buildings, described in Article I, Paragraph 1.01 as follows:

Executive Terminal: 5,240 sq. ft. at \$6.17 per sq. ft. per year (\$32,330.80 annually; \$2,694.23 monthly).

*Partial (5,240 of total 9,528 sq. ft.)

Hangar Building #108: 11,280 sq. ft. at \$1.7110 per sq. ft. per year (\$19,300.08 annually; \$1,608.34 monthly).

Hangar Building # 302: 11,000 sq. ft. at \$1.618 per sq. ft. per year (\$17,798.00 annually; \$1,483.17 monthly).

Such rental for the building and hangar areas shall be payable each month in the amount which sums are approximately equal to one-twelfth (1/12) of said annual rental for the building and hangar areas, due hereunder.

If other space becomes available within the Executive Terminal and Lessee wishes to lease the vacated space, Lessee responsibility and percentage of the parking lot shall be increased proportionately.

B. GROUND/LAND AREA

Ground rental for adjacent land area described in Article I, Paragraph 1.01 as follows:

Land Area – Executive Terminal: 33,650 sq. ft.

Land Area – Hangar Building #108: 4,650 sq. ft.

Land Area – Hangar Building #302: 5,175 sq. ft.

Land Area – Fuel Storage Tanks: 2,530 sq. ft.

Land Area – Deicing Tanks: 2,200 sq. ft.

Land Area – Vehicle Parking Lot: 27,300 sq. ft. (Executive Terminal Building leased space ratio of 59% = 16,107 sq. ft.).

TOTAL LAND AREA: 64,312 sq. ft. @ \$.2034 per sq. ft. per year (\$13,081.06 annually; \$1,090.09 monthly).

Asphalt Apron – Fuel Storage: 1,990 sq. ft.

Concrete Apron – Executive Terminal: 75,000 sq. ft.

Concrete Apron – Hangar #108: 12,000 sq. ft.

Concrete Apron – Hangar #302: 12,000 sq. ft.

TOTAL APRON AREA: 100,990 sq. ft. @ \$.2034 per sq. ft. per year (\$20,541.37 annually; \$1,711.78 monthly).

Such ground rental shall be payable each month in the amount which sums are approximately equal to one-twelfth (1/12) of the annual ground rental, due hereunder.

If Lessee uses the asphalt apron west of the Executive Terminal, this Lease shall be deemed by the Parties to have included the full area of the apron (151,300 sq. ft.), and

Lessee shall, upon inception of said use, for the duration of the Lease, and in addition to all other amounts, pay to Lessor for use of the asphalt apron rent based on the current land rate.

C. ADJUSTMENT OF RENTS. The parties hereto mutually agree that during the term of this Agreement, and during any renewal period, except as otherwise might be set out in this Agreement, all rents shall be adjusted every five years thereafter based on the findings of a Rent Study. The City shall engage an Appraiser to determine market value. The Appraiser shall use current appraisal methods that are appropriate for appraising Airport land and/or improvements used for aviation purposes. Appraiser shall use an appropriate and justifiable rate of return for Airport properties. The subject property shall be appraised assuming the highest and best use is aviation related. Additionally, the appraisal shall meet the Uniform Standards of Professional Appraisal Practice.

On an annual basis between each Rent Study, all rents shall be adjusted based on the change in the Consumer Price Index (CPI). CPI shall mean the Consumer Price Index for All Urban Consumers published by the United States Department of Labor, Bureau of Labor Statistics.

Beginning January 1, 2023, the rental rates shall be adjusted upward or downward for each ensuing calendar year in direct proportion to the fluctuation in the CPI. Any adjustment to the rental rates from changes in the CPI shall be determined by calculating the increase or decrease in the CPI for the preceding 12 months.

3.02 CHARGES AND FEES

The City may assess charges and fees to those using, occupying, or conducting operations at the Airport. Any such charges and fees shall be lawful, reasonable, and nondiscriminatory.

Lessee understands and acknowledges Fuel flowage fees and public ramp parking fees, which pertain to commercial activities rather than the lease of property, may be assessed on a non-discriminatory basis in accordance with Airport's rates and charges schedule, as approved by the City Council.

If Lessee requests and receives authorization to perform self-fueling or operate as a Fixed Base Operator selling fuel subject to the requirements of Minimum Standards, a fuel

flowage fee of eight cents (\$.08) per gallon for each gallon of aviation fuel delivered to Lessee or its agents for Lessee's own consumption or re-sale at Lubbock International Airport, excluding that sold or delivered by Lessee to a regularly certified airline under contract with City as a part of the pecuniary consideration herefor and except flowage fees paid by the supplier on behalf of Lessee. The aforesaid flowage fees, if not paid by the supplier, shall be due on the twentieth (20th) day of each month succeeding that in which the aircraft fuels and lubricants are received by Lessee. It is understood and agreed that the total gallonage delivered to or purchased by Lessee, other than gasoline delivered to regularly scheduled airlines operating under a contract or lease with City, may be reduced by an amount not to exceed two percent (2%) in computing charges as a maximum loss allowance from any and all causes.

No later than sixty (60) days prior to the end of each calendar year, City shall notify Lessee in writing of changes in such charges or fees and the methodology of determining such charges and fees.

3.03 SECURITY BADGES

In addition to the above rental and fees, Lessee shall pay the City a processing fee for fingerprint/background check and security badges for each of Lessee's Employees on the Leased Premises. A security badge deposit may be established and implemented at any time with thirty (30) days advance notice given to Lessee. The Director shall determine the amount of the processing fees and deposit, each of which shall be reasonable and uniform for all similarly situated tenants at the Airport. Said deposit shall be refundable upon return of the badges to the Director.

3.04 PAYMENTS

All payments shall become due and payable on or before the 20th day of each month by the Lessee under this Agreement and shall be made to Lubbock Preston Smith International Airport, 5401 N. MLK Blvd. Unit 389, Lubbock, Texas 79403. Lessee shall pay City a late payment charge of five percent (5%) of the total amount of rentals payable if payment of such rentals is not received by City on or before the 25th day of the month.

3.05 DEFAULT FOR FAILURE TO PAY RENTALS OR FEES

If Lessee fails to pay any rent due and owing to City hereunder within fifteen (15) days of the due date, the Director shall provide written notice to the Lessee. Thereafter, if the

rent remains unpaid for more than fifteen (15) days after such notice is received, City may exercise its rights under Article Seven of this Agreement.

ARTICLE FOUR

CAPITAL IMPROVEMENTS

4.01 CONSTRUCTION OF CAPITAL IMPROVEMENTS

Lessee's construction of the Leasehold Improvements shall be subject to the provisions of this Section and shall be at Lessee's sole cost and expense, without any reimbursement from the City. The construction of the Leasehold Improvements will be done by Lessee pursuant to the terms of this Lease. Lessee will occupy the Premises in its 'as is' condition, and no Leasehold Improvements installed and paid for by Lessee will be subject to subsequent buyout by the City under any circumstances. No part of the Leasehold Improvements shall be constructed, installed, expanded, modified, or removed; nor shall material modifications be made to the Leasehold Improvements without the prior written consent of the Director, which shall not be unreasonably withheld, conditioned, or delayed.

4.02 MINIMUM CAPITAL INVESTMENT

It is expressly agreed and understood that Lessee is leasing the Premises for the purpose of developing and constructing the Leasehold Improvements in accordance with Plans and Specifications as specified in this Section 4 of this Lease. It is expressly agreed and understood the Leasehold Improvements must meet or otherwise be subject to the enforcement described therein, and that Lessee shall expend no less than an amount equal to: ONE MILLION dollars (\$1,000,000) to improve the Executive Terminal, ONE HUNDRED THOUSAND dollars (\$100,000) to improve Hangar #108, and ONE HUNDRED THOUSAND dollars (\$100,000) to improve Hangar #302 at Lessee's sole cost and expense. As used herein, "Minimum Capital Investment" shall mean and include the following Leasehold Improvement costs and expenditures made by Lessee: hard construction costs (including demolition, excavation, grading, and construction on the Premises and general contractor overhead and profit).

4.03 DOCUMENTATION OF MINIMUM CAPITAL INVESTMENT

Within ninety (90) days of completing construction or the issuance of a Certificate of Occupancy for each portion of the Leasehold Improvements, whichever occurs first, Lessee shall provide to the Director sufficient documentation, in such form and detail as the Director may require, to establish the amount Lessee has expended towards the Minimum Capital Investment on the Leasehold Improvements. Additionally, by ninety (90) days after the completing the last of the Leasehold Improvements, Lessee shall provide to the Director sufficient documentation, in such form and detail as the Director may require, to establish the total amount Lessee has expended towards meeting the Minimum Capital Investment on the Leasehold Improvements.

The Director may, in that individual's sole discretion, expand the time for submitting said documentation by written notice to Lessee, and may require submittal of additional documentation. In the event that the Director determines that Lessee has failed to expend the total Minimum Capital Investment for the Leasehold Improvements, the Director shall notify Lessee of any such deficiency. If the Director notifies Lessee that there was a deficiency in the costs expended in the construction of the Leasehold Improvements, then Lessee shall have twelve (12) months from the receipt of said notice to expend the amount of any such deficiency on additional improvements, additions, or betterments to the Leasehold Improvements, subject to all of the provisions of this Section 4. Lessee shall, within thirty (30) days after the expiration of said twelve (12) month period, provide further documentation to the Director sufficient to establish that Lessee has expended the amount of any such deficiency on additional improvements, additions, or betterments to the Premises via the Leasehold Improvements. If the Director determines, after such further documentation has been provided, that Lessee has failed to expend the Minimum Capital Investment, then the Director shall provide written notice to Lessee of the amount of such continuing deficiency, and Lessee shall have thirty (30) days from the date of such notice to pay to the City an amount equal to the difference between the Minimum Capital Investment and the actual sum expended. Payment of said sum as required herein shall be deemed to be additional Rental due and payable within said thirty (30) day period, and shall be subject to the payment provisions of Section 3 of this Lease.

ARTICLE FIVE

LESSEE'S RIGHTS, PRIVILEGES, AND OBLIGATIONS

5.01 LESSEE'S RIGHTS

During the term of this Lease, Lessee, and its tenants shall have use of, in common with others at the Airport, and free of additional charge, all runways, taxiways, public ramps, and public parking areas available at the Airport, and the right of ingress to and egress from the above described Premises, which right shall extend to Lessee's Employees, guests, invitees, tenants, and patrons. Lessee has the right and privilege to control activity on its Leased Premises subject to applicable federal, state, and local rules and regulations. If, during the term of this Agreement and Lessee is in Good Standing, the use of the Airport by Lessee is temporarily suspended, restricted, or interfered with for a period of thirty (30) consecutive days or more for reasons beyond the practical control of the City, in such manner so as to substantially affect the use of the Leased Premises or operation of Aircraft by Lessee or its tenants, all fees during such period shall abate and the term of the Agreement shall, at the election of Lessee, be extended for an equivalent period of time.

5.02 LESSEE'S DUTY TO REPAIR

Except as provided herein, any property of City, or for which City may be responsible, which is damaged or destroyed incident to the exercise of the rights or privileges herein granted, or which damage or destruction is occasioned by the negligence of Lessee, its Employees, agents, servants, patrons, or invitees shall be properly repaired or replaced by Lessee to the reasonable satisfaction of the Director. In lieu of such repair or replacement, Lessee shall, if so required by the Director, pay City the replacement cost of such property.

5.03 PARKING

Lessee shall, at its sole cost and expense, provide adequate and suitable parking areas for use by its customers, Employees, patrons, guests, and invitees upon its Premises.

5.04 WAGES

The Parties hereto acknowledge and agree that any Improvements constructed on the Leased Premises by Lessee shall be considered Public Works for the purposes of determining applicability of Chapter 2258, Texas Government Code. The Parties further

agree that all wages paid by Lessee in connection with the construction of said Improvements shall comply with the prevailing wage requirements set forth in state and federal law including Chapter 2258, Texas Government Code.

5.05 WARRANTY OF NO SOLICITATION

Lessee warrants that it has not employed any person employed by City to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee.

5.06 LESSEE'S OBLIGATIONS

Lessee shall be responsible for maintaining an on-going business at the Airport and complying with the PMCDs throughout the term of the Agreement. Additionally, any modifications to the business or corporate structure of the Lessee shall be communicated in advance to the Director.

Lessee shall be responsible for the conduct, demeanor, and appearance of Lessee's representatives, officers, officials, Employees, agents, and volunteers at the Airport and on the Lease Premises. Lessee shall be responsible for conducting Lessee's authorized Activities in a manner that does not interfere with or disturb others while also complying with applicable Legal Requirements.

Lessee shall be responsible for promptly paying when due and owing all:

- A. **UTILITIES** - Lessee shall assume and pay a percentage of costs and/or charges for metered utility services provided to Lessee at the Premises during the term of this Agreement. The percentage will be based on the amount of leased space within the building assigned to Lessee. Lessee shall have the right, with written approval of City, to connect to any storm and sanitary sewers, and water, and utility outlets, the cost of usage, extension, installation, and meters, where required, to be paid by the Lessee. If during the lease term, Lessee becomes the sole occupant of the Executive Terminal, Lessee will assume full responsibility of utility expenses.
- B. **TRASH, GARBAGE, REFUSE, ETC.** - Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse produced as a result of Lessee's business operations on the Leased Premises.

C. PAYMENT OF TAXES, FEES, AND ASSESSMENTS - The Lessee agrees to pay promptly when due all federal, state, and local government taxes, license fees, and occupation taxes levied on either the Leased Premises or on the business conducted on the Leased Premises or on any of Lessee's property used in connection therewith, except as provided herein.

Taxation may be subject to legal protest in accordance with the provisions of the taxing authority whose levy is questioned. Any protest shall be at the sole expense of Lessee. Delinquency in payment of such obligations after any protest has been settled shall, at the option of the City, be cause for immediate termination of this Lease.

D. PAYMENT OF EXPENSES – Lessee shall pay all costs, expenses, and other charges relating to the Leased Premises, Improvements, and/or Lessee's Activities.

5.07 BASED AIRCRAFT

If Based Aircraft are located on the Leased Premises, the Lessee shall provide an annual Based Aircraft report to the Director in compliance with the PMCDs.

5.08 AMERICANS WITH DISABILITIES ACT

Lessee shall be solely and fully responsible for complying with the Americans with Disabilities Act of 1990 as amended from time-to-time, with respect to the Leased Premises and its Activities at the Airport.

5.09 NON-DISCRIMINATION PRACTICES

Lessee, its agents and Employees will not discriminate against any person or class of persons by reason of race, creed, color, national origin, age, sex, or disability in providing any services or in the use of any of its facilities provided for the public. Lessee further agrees to comply with such enforcement procedures as the United States Government might demand that the City take in order to comply with the Sponsor's Assurances.

Lessee agrees not to discriminate against any Employee or applicant for employment because of race, creed, color, national origin, age, sex, or disability.

5.10 SECURITY ACCESS

Lessee agrees to control all access to the Aircraft Operations Area (AOA) through the Leased Premises and through gates assigned to or controlled by Lessee so as to prevent unauthorized entry to the airfield by persons, animals, or vehicles. In the event that unauthorized access to the AOA is gained through the Leased Premises or any area which

Lessee controls or is obligated to control, any fines or penalties assessed by the Transportation Security Administration (or other authorized Agency) shall be the responsibility of the Lessee and Lessee hereby agrees to promptly pay all such fines or penalties without delay and make any and all requested changes in operations or facilities necessary to maintain Airport security and prevent reoccurrence of any unauthorized entry. Lessee shall place appropriate signage on all doors with AOA access to prevent unauthorized access. Failure to comply with this paragraph shall be cause for immediate termination of this Agreement by City.

ARTICLE SIX

RIGHTS RESERVED TO CITY

6.01 SAFETY

City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from constructing or permitting construction of any building or other structure on or off the Airport which, in the opinion of City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

6.02 MAINTENANCE OF PUBLIC AREA

City reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport. Lessee will perform no maintenance activities outside the Leased Premises without the consent of the Director.

6.03 STANDARDS

City reserves the right to establish reasonable standards for the construction and maintenance of and alterations, repairs, additions, or improvements of Lessee's facilities. This includes structural design, color, materials used, landscaping, and maintenance of Lessee's facilities and Leased Premises. Lessee shall comply with applicable statutes, ordinances, building codes, and rules and regulations of all governmental agencies as may have jurisdiction at the time. Subject to Lessee's Duty to Repair (5.02), City will not require Lessee to reconstruct or alter an existing improvement that has been constructed and maintained in good condition under a prior design standard.

6.04 TIME OF EMERGENCY

During time of war or national emergency, the City shall have the right to lease the landing area and any other portion of the Airport to the United States for governmental use and if any such lease is executed, the provisions of this instrument and any associated rentals and fees, insofar as they are inconsistent with the provisions of the lease to the United States, shall be suspended.

6.05 DEVELOPMENT OF AIRPORT

City reserves the right to further develop or improve the Airport. However, the City shall notify Lessee, in writing, prior to the planned development or improvement affecting Lessee's Leased Premises.

6.06 SPONSOR'S ASSURANCE SUBORDINATION

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States concerning the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States be to take any of the property under this Lease or otherwise diminish the commercial value of this Lease, the City shall not be held liable therefor. However, if the commercial value is appreciably diminished, City and Lessee shall engage in good faith negotiations to determine a fair and equitable adjustment to rentals and fees.

The City covenants and agrees that it will during the term of this Agreement operate and maintain the Airport as a public facility consistent with and pursuant to the Assurances given by the City to the United States Government under federal law.

6.07 INSPECTION OF LEASED PREMISES

City reserves the right to conduct inspections of the Leased Premises at reasonable times to ensure fire, safety, and sanitation regulations and other provisions contained in this Lease are being adhered to by the Lessee.

6.08 INSPECTION OF BOOKS & RECORDS

The Lessee, following accepted accounting practices and procedures, will maintain true and accurate books, records and receipts, which will show Fuel flowage. Such books and records may be inspected at any time by City or its duly authorized representatives at

Lubbock, Texas, upon reasonable notice to Lessee. In the event Lessee requests such inspection to be performed outside the Lubbock area, such request may be honored at City's discretion; however, any and all expenses incurred by so doing shall be reimbursed by the Lessee. Lessee agrees to furnish facts and figures necessary to determine the amount to be paid City.

6.09 RESERVATION OF AVIGATIONAL EASEMENT

City reserves to itself and its successors and assignees, for the use and benefits of the public, a right of avigation over the Leased Premises for the passage of Aircraft utilizing the Airport.

ARTICLE SEVEN
GENERAL CONDITIONS

7.01 BUSINESS SOLICITATIONS

All of Lessee's business operations and solicitations will be confined to the Leased Premises.

7.02 RULES AND REGULATIONS

City reserves the right to issue through its Director such reasonable rules, regulations and procedures for activities and operations conducted on the Airport as deemed necessary to protect and preserve the safety, security, and welfare of the Airport and all persons, property, and facilities located thereon.

The Lessee's officers, agents, employees, and servants will obey all rules and regulations which may be promulgated from time to time by the City or its authorized agents at the Airport, or by other lawful authority, to ensure the safe and orderly conduct of operations and traffic on the Airport.

7.03 OPERATION OF AIRCRAFT, COMPLIANCE WITH RULES AND REGULATIONS

Lessee agrees to operate and conduct its business upon the Leased Premises and at the Airport at all times in compliance with applicable federal, state, and local rules and regulations. Lessee further agrees in the event a civil penalty or fine is levied against the Airport as a result of Lessee's failure to comply or act in accordance with said regulations, statutes, and/or ordinances, Lessee shall within fifteen (15) days reimburse

the Airport the full amount of the penalty or fine and take reasonable steps to immediately correct the failure, act, or omission leading to, causing, or contributing to the violation. Failure of the Lessee to timely comply with any requirement of this paragraph shall be cause for immediate termination of this Lease Agreement by the Director. Provided, however, that the duty of the Lessee to reimburse City is subject to City providing timely written notice of any potential fine or penalty. Lessee shall be provided notice to participate in the proceeding and defend itself, with counsel of its choice, at its own cost.

7.04 IMPROVEMENTS OR ALTERATIONS

Lessee may not, absent the prior written consent of the Director in principle to the proposed activities, erect, maintain, alter, remodel, reconstruct, rebuild, replace, and remove buildings and other improvements on the premises, and correct and change the contour of the premises.

Lessee agrees any said improvements or alterations approved by Director, shall be subject and conform to the primary management compliance documents herein 'PMCDs' and all applicable legal requirements as set forth by the Director and any amendments thereto. No part of the Leasehold Improvements shall be constructed, installed, expanded, modified, or removed; nor shall material modifications be made to the Leasehold Improvements without the prior written consent of the Director, which shall not be unreasonably withheld, conditioned, or delayed.

All improvements, located on Airport property and within the legal boundaries as identified on the Airport Layout Plan, shall comply with the PMCDs and all applicable Legal Requirements. Lessee shall procure all necessary permits including, but not limited to, all City of Lubbock building, fire, safety, and other required permits for improvements located on Airport property and within the legal boundaries as identified on the Airport Layout Plan. Construction shall be completed within 12 months from the beginning of the Term.

In the event Director shall consent in principle to the proposed activities of Lessee, such activities of Lessee are subject to the following:

- a. Lessee bears the cost of any such work.

- b. The premises must at all times be kept free of mechanics' and materialmen's Liens.

Director must be notified of the time for beginning and the general nature of any such work, other than routine maintenance of existing buildings or improvements, at the time the work begins. Lessee shall comply with applicable statutes, ordinances, building codes, and rules and regulations of all governmental agencies as may have jurisdiction at the time.

7.05 ADVERTISING

The Lessee will erect no outdoor advertising or identification signs and will distribute no advertising in the Airport or on Airport property without the prior written consent of the Director. Said consent will not be unreasonably withheld. Lessee's signage shall be in compliance with applicable City of Lubbock code of ordinances.

7.06 LIENS PROHIBITED

Lessee shall not bind or attempt to bind the City for payment of any money in connection with the construction, repairing, alterations, additions, or reconstruction work on the Leased Premises. Lessee shall not permit any mechanic's, materialman's, or contractor's liens to arise against the Premises or improvements thereon, or any equipment, machinery, and fixtures thereon belonging to the City. Lessee expressly agrees that it will keep and save the Premises and the City harmless from all costs and damages resulting from any liens of any character created or that may be asserted through any act or thing done by the Lessee.

In the event that, as a result of Lessee's actions, any mechanic's lien or other lien or order for payment shall be filed against the Leased Premises or improvements thereon, or against City-owned property located thereon during the term of this Agreement, or during any subsequent extension, Lessee shall defend on behalf of the City, at Lessee's sole cost and expense, any action, suit, or proceeding which may be brought thereon or for the enforcement of such lien or order. Failure of the Lessee to comply with any requirement of this section after having received fifteen (15) days written notice thereof shall be cause for termination of this Agreement by the City.

7.07 MAINTENANCE

Lessee shall, at its own cost and expense, maintain the Leased Premises in a presentable condition, reasonable wear and tear excepted, reasonably free of trash, debris, and weeds, and consistent with good business practices. Lessee shall maintain landscaping surrounding the Leased Premises. Lessee shall repair all damages to Leased Premises caused by its employees, patrons, or business operations thereon; shall perform all maintenance and repair to the interior, including all HVAC and venting systems; and shall repaint hangar/building as necessary to maintain a clean and attractive appearance. Lessee shall also maintain any drainage structures or other improvements installed for the benefit of Lessee, septic systems, ceilings, floor coverings, locks, doors, overhead doors, specialized ramp doors, window glass, parking lots, and/or surfaces used for Employee and/or customer parking. Lessee shall pay HVAC and venting systems maintenance and repair based on the percentage of space leased within the Executive Terminal. If Lessee becomes the sole occupant of the facility, Lessee will assume full responsibility of HVAC and venting systems associated with the Executive Terminal. The City shall, at its own cost and expense, maintain the roof, foundation, floors, and load-bearing walls on City-owned buildings/hangars. City shall not; however, be responsible for repair to the extent that insurance coverage will provide payment. Upon written notice by City to Lessee, Lessee shall be required to perform whatever reasonable maintenance, City deems necessary. If said maintenance is not undertaken by Lessee within twenty (20) days after receipt of written notice, City shall have the right to enter upon the Leased Premises and perform the necessary maintenance, the cost of which shall be paid by Lessee. Lessee shall not, in any case, be required to pay for cost of mitigation, abatement, or removal of asbestos not installed by Lessee.

ARTICLE EIGHT

INDEMNIFICATION AND INSURANCE

8.01 INDEMNIFICATION

The Lessee shall be deemed an Independent Operator and contractor responsible to all parties for its respective acts and omissions, and the City shall in no way be responsible therefore. Lessee shall indemnify and hold harmless, to the fullest extent permitted by

law, City, and City's respective officers, Employees, elected officials and agents, from and against any and all losses, damages, claims or liabilities, of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner, or form, the Activities of Lessee contemplated hereunder. Lessee further covenants and agrees to defend any suits or administrative proceedings brought against the City and/or City's respective officers, Employees, elected officials, and/or agents on account of any claim for which it is obligated to indemnify City, and to pay or discharge the full amount or obligation of any such claim incurred by, accruing to, or imposed on City, or City's respective officers, Employees, elected officials, and/or agents, as applicable, resulting from the settlement or resolution of said suits, claims, and or administrative proceedings. In addition, Lessee shall pay to City, City's respective officers, Employees, elected officials and/or agents, as applicable, all attorney fees incurred by such parties in enforcing Lessee's indemnity in this section.

Indemnification – Environmental Harm. Without limiting any provisions of this Agreement, Lessee shall also defend, indemnify, and hold City and its respective officers, Employees, elected officials, and agents harmless from and against all suits, actions, claims, demands penalties, fines liabilities, settlements, damages, costs, and expenses (including but not limited to reasonable attorney's and consultant's fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, brought against City arising out of or in any way related to:

1. Any actual, threatened or alleged contamination by hazardous substances of the Premises or contamination by hazardous substances of the Airport by Lessee or its agents;
2. The presence, disposal, release, or threatened release of hazardous substances by Lessee or its agents at the Airport that is on, from, or affects the soil, air, water, vegetation, buildings, personal property, persons, animals, or otherwise;
3. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to hazardous substances by Lessee at the Airport; or
4. Any violation by Lessee of any Environmental Laws that affects the Airport.

8.02 INSURANCE

The Lessee shall carry and maintain insurance at all times that this Lease is in effect, at Lessee's sole expense and with an underwriter authorized to do business in the State of Texas and acceptable to the City. To the extent permitted by law, the policies shall include a waiver of subrogation and name the City as additional insured.

Commercial General Liability Insurance (CGL)

\$15,000,000 per occurrence to include products and completed operations, property damage, bodily injury and personal & advertising injury. \$30,000,000 general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000 per occurrence for Unlicensed Vehicles.

Automobile Liability

\$1,000,000 per occurrence in a Non-Movement Area covering any auto or if Lessee has no owned autos, hired and non-owned autos, with limit no less than \$1,000,000 per accident for bodily injury and property damage. \$2,000,000 per occurrence in a Movement Area covering any auto or if Lessee has no owned autos, hired and non-owned autos, with limit no less than \$2,000,000 per accident for bodily injury and property damage.

Hangarkeepers Liability

With a limit not less than \$10,000,000 combined single limit per occurrence and \$15,000,000 aggregate.

Environmental Liability (Combined Single Limit)

\$2,000,000

Workers' Compensation and Employer Liability: Limits based upon statutory requirements. Lessee shall obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Lessee shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure the Lessee maintains said coverage. Any termination of workers' compensation insurance coverage by Lessee or any cancellation or nonrenewal of workers' compensation insurance coverage for the Lessee shall be a material breach of

this Agreement. To the extent permitted by law, the policy shall include a waiver of subrogation.

Current Certificates of Insurance and Endorsements shall be provided to the City, or other satisfactory evidence of insurance shall be filed with the Director by the Lessee. The Lessee or its insurer shall notify the Director of any alteration, renewal, or cancellation of this coverage, which shall remain in full force and effect until at least ten (10) days after such notice of alteration, renewal, or cancellation is received by the Director.

ARTICLE NINE

SUBLEASE, SALE, ASSIGNMENT, OR TRANSFER

9.01 SUBLEASING

Lessee shall not sublease, sell, assign, or transfer the Agreement, in whole or in part, or any interest in the Agreement, or any rights or obligations the Lessee has under the Agreement, without the prior written consent by the Director.

A. SUBLESSEE OBLIGATIONS

If Lessee receives written consent from the Director, Sublessee shall comply with the PMCDs and all applicable Legal Requirements.

B. SUBLEASING RESTRICTIONS

If Lessee receives written consent from the Director, Sublessee shall be subject to all applicable terms and conditions of the Lessee's Agreement governing the land and/or improvements being subleased. Any Sublease made contrary to the requirements of this section shall be null and void.

9.02 SALE, ASSIGNMENT, OR TRANSFER

Lessee shall not sell, assign, or transfer the Agreement, in whole or in part, or any interest in the Agreement, or any rights or obligations the Lessee has under the Agreement, without the prior written consent by the Director.

- If Lessee is desirous of such a sale, assignment, or transfer, the Lessee shall submit a written request to the Director for approval. The request shall be accompanied by a completed Application by the entity requesting assignment (Assignee).

- At the time a sale, assignment, or transfer is approved in writing by the Director, the Lessee shall reimburse the City for attorney's fees and expenses incurred by the City relating to the sale, assignment, or transfer in the sole discretion of the City.
- The Assignee shall satisfy all criteria set forth in all PMCDs and all applicable Legal Requirements.

Written consent of the Director is not required in connection with: (a) the merger, consolidation, or reorganization of the Lessee with any Affiliate of the Lessee, (b) the sale of all or substantially all of the assets of the Lessee to any Affiliate of the Lessee, or (c) assignment to any Affiliate of the Lessee.

Any sale, assignment, or transfer, with exception of the situations and/or circumstances noted in this section, made without the prior written consent of the Director shall be considered null and void.

9.03 CHANGE IN CONTROLLING OWNERSHIP

Any change in the controlling ownership of a Lessee is subject to the prior written consent of the Director, which consent, subject to the process described below, shall not be unreasonably withheld, conditioned, or delayed.

If a Lessee is desirous of changing its controlling ownership, the Lessee shall submit a completed Application to the Director for review. If the Application is acceptable to the Director, the Director shall submit the Application and a recommendation to the City for review and consideration.

- At the time the change in controlling ownership is approved in writing by the Director, the Lessee shall reimburse the City for attorney's fees and expenses incurred by the City relating to the application for change of controlling ownership in the sole discretion of the City.

Any change in controlling ownership made without the prior written consent of the Director shall be considered null and void.

9.04 ENCUMBRANCES AND MORTGAGES

Lessee shall not mortgage, pledge, assign as collateral, encumber or in any manner transfer, convey, or dispose of the Leased Premises or any interest therein without the prior written consent of the Director.

If Lessee is desirous of mortgaging, pledging, assigning as collateral, encumbering or in any manner transferring, conveying, or disposing of the Leased Premises or any interest therein, the Lessee shall submit a written request to the Director for review. If the request is acceptable, the Director shall submit the request and a recommendation to the City for review and consideration.

- At the time the request is approved in writing by the Director, the Lessee shall reimburse the City for attorney's fees and expenses incurred by the City relating to the encumbrance request in the sole discretion of the City.

Any encumbrance made without the prior written consent of the City shall be considered null and void.

9.05 RELOCATION

In the event that relocation is deemed necessary (e.g., to correct deviations from 14 CFR Part 77, to ensure consistency with the Airport Layout Plan, etc.), the City shall provide Airport land and/or Improvements that are similar to the Airport land and/or Improvements currently being occupied and/or used by the Lessee. Such Airport land and/or Improvements shall be leased to the Lessee under the same terms and conditions as stipulated in the existing Agreement.

If similar Airport land and/or Improvements are not available, the City may, in its sole discretion, buyout the leasehold interest held by the Lessee at the market value determined by an Appraiser engaged by the City. If Lessee disagrees with the market value conclusion reached by the Appraiser, the Lessee shall have the right to initiate a dispute resolution process.

If the relocation is solely for the benefit of the City, the City shall pay all reasonable (and verifiable) relocation costs and expenses associated with relocating the Lessee. Relocation shall follow all applicable federal, FAA, and Texas Legal Requirements for relocation proceedings and any appraisal report shall meet the requirements of such.

9.06 RIGHTS OF OTHERS

It is clearly understood by the Lessee that any person, firm, or corporation operating Aircraft at the Airport has the right or privilege to perform any services on its own Aircraft with its own regular Employees (including, but not limited to, maintenance and

repair). The rights of said person, firm, or corporation are subject to the rights of Lessee as set forth in 1.02.

9.07 VEHICULAR MOVEMENT

Except as specifically authorized by the Director, or designated other, Lessee will not permit the driving of vehicles by Employees, customers, guests, or invitees on the ramp, taxiways, and runways.

9.08 EXCLUSIVITY

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an Exclusive Right to conduct any Activities, including, but not limited to charter flights, pilot training, Aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, Aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other Activities, repair and maintenance of Aircraft, sale of Aircraft parts, and any other Activities which because of their direct relationship to the operation of Aircraft can be regarded as an Activity.

9.09 NO RESIDENTIAL USE

It is understood and agreed Lessee shall not permit or enter into any arrangement that results in permission for the leased premises to be used as a residence.

9.10 STORAGE USE

The Leased Premises shall be used solely for aviation-related purposes. Storage of non-aviation related property inside hangars is strictly prohibited.

ARTICLE TEN

TERMINATION, CANCELLATION

10.01 TERMINATION

The Agreement shall terminate at the end of the term. Lessee shall have no further right or interest in any of the Premises or improvements hereby demised, except as provided herein.

10.02 TERMINATION BY LESSEE

The Lessee may, at the Lessee's option and provided the Lessee is Current and in Good Standing, terminate the Agreement on the occurrence of any one or more of the following events:

1. The permanent abandonment or closure of the Airport by the City as a commercial service airport.
2. The lawful assumption by the United States Government, or any authorized Agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner that substantially restricts Lessee for a period of at least ninety (90) days from operating thereon.
3. In the event of acquisition by Condemnation or the exercise of the power of eminent domain (by any Agency permitted to take property for public use) of any land or improvements associated with Lessee's Leased Premises, Lessee shall not institute any action or proceeding or assert any claim against the City for Compensation or consideration of any nature. All Compensation or consideration awarded or paid to Lessee upon a total or partial acquisition of the Leased Premises to the extent not related to Lessee's improvements (which for these purposes shall not include any Compensation or consideration from City) shall belong to the City without any participation of Lessee.
4. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use and operation of the Airport for a period of at least ninety (90) days.
5. The default of the Lessor in the performance of any covenant or agreement herein required to be performed by the Lessor and the failure of the Lessor to remedy such default for a period of sixty (60) days after receipt from Lessee of written notice to remedy the same.
6. Failure of Lessor to maintain the landing area of the Airport for a period of at least sixty (60) days, which results in Lessee's inability to conduct business operations.

Lessee may recover directly from the condemning Agency the value of any claim relating to a taking of Lessee's improvements, provided that no such claim shall diminish or otherwise adversely affect the City's award.

In the event of an acquisition by Condemnation or eminent domain of all interest in the Leased Premises, Lessee's obligation to pay rent shall cease and all leasehold interest created shall cease.

In the event of an acquisition by Condemnation or eminent domain of a portion of interest in the Leased Premises, Lessee's obligation to pay rent shall cease as it pertains to the specific portion of the Leased Premises acquired.

If the Condemnation or eminent domain substantially impairs the conduct of the Lessee's Activities and equates to more than 50% of the total Leased Premises, Lessee may terminate the Agreement by notifying the City. If the Agreement is not terminated by the Lessee, the rent shall be adjusted accordingly.

Lessee may exercise such right of termination by giving sixty (60) days advance written notice to the City at any time after the lapse of the applicable periods of time and this Lease shall terminate as of the sixty first (61st) day after such notice is given. Rental due hereunder shall be payable only to the effective date of said termination.

10.03 TERMINATION BY CITY

Any default or breach of this Agreement by Lessee shall constitute a default or breach of all agreements between the City and Lessee. The City shall consider any of the following a default or breach under the Agreement:

1. Failure to comply with Legal Requirements, Assurances, PMCDs, Airport's policies, standards, rules, regulations, and directives.
2. Failure to perform any condition, obligation, or privilege contained in this Agreement.
3. Failure of a Lessee to obtain prior written consent from the Director before conducting additional Activities.
4. Failure to obtain prior written consent from the Director before making any improvements to the Leased Premises and/or at the Airport.
5. Failure to obtain prior written consent of the Director to sublease (or attempt to sublease) any portion of the Leased Premises.

6. Any sale or assignment of the Leased Premises or Agreement made (or attempted to be made) without the prior written consent of the Director
7. Any change in controlling ownership of Lessee made (or attempted to be made) without the prior written consent of the Director.
8. Any encumbrance of the Leased Premises or Improvements on the Leased Premises made (or attempted to be made) without the prior written consent of the Director.
9. Failure to properly maintain the Leased Premises or promptly pay all utilities, insurance, and taxes when due and owing.
10. The filing of bankruptcy and/or assignment of substantially all Lessee's assets for the benefit of Lessee's creditors.
11. The filing of a lien against the leased Premises.
12. The voluntary abandonment of the Leased Premises.
13. Falsification of any record so as to deprive the City of any rights, privileges, rents, fees, or other charges under the Agreement.
14. Failure to remain Current or in Good Standing.

The failure of Lessee to observe or perform any of the terms and conditions of the Agreement, or the failure of Lessee to perform any of the terms and conditions of any other agreement with the City in any material respect such failure which shall have continued for thirty (30) days after written notice from the Director, and without meaningful steps having been taken by Lessee to cure such default.

Once the Agreement is terminated, City's agents may enter upon the Leased Premises and take immediate possession of the same and remove Lessee's effects. Any rental due hereunder shall be payable to said date of termination.

It is agreed failure to declare this Lease terminated upon the default of Lessee for any of the reasons set forth above shall not be construed as a waiver of any of the City's rights hereunder or otherwise bar or preclude City from declaring this Agreement terminated as a result of any subsequent event of default under this Agreement.

The acceptance of rentals or fees by City for any period or periods after a default of any of the terms, covenants, or conditions herein contained shall not be construed to be or act as a waiver by City of any subsequent default by the Lessee.

10.04 REPLACEMENT AFTER DAMAGE

It is agreed between the parties hereto that in the event the Leased Premises are damaged by fire or other accidental cause during the initial term of this Lease so as to become totally or partially untenable, the City shall have the option to restore the Premises to their former condition. If the City elects to exercise the option, the City shall give Lessee notice in writing of its election within thirty (30) days of the occurrence of such damage. If the City elects to restore the Premises, the City shall proceed with due diligence and there shall be an abatement of the rent until repairs have been made for the time and to the extent for which the Premises, or part thereof, have been untenable. Should the City not exercise the option to restore the Premises, the lease of such untenable portion of the Premises shall cease and terminate effective on the date of damage by fire or other accidental cause.

10.05 OWNERSHIP

Within ninety (90) days after expiration of this Agreement as herein provided, the Lessee shall have the option to remove all improvements, constructed or placed thereon, except for any pavement area constructed by Lessee and return land to a clean and level condition. Lessee shall give City thirty (30) days written notice prior to expiration of the Agreement of Lessee's intent to exercise such option. In the event Lessee chooses not to exercise its option to remove from the Premises such improvements, Lessee may choose to surrender title to such improvements to City, subject to the approval of City. Lessee covenants and agrees to pay all reasonable costs, attorney's fees and expenses that shall be incurred by the City in enforcing the covenants and conditions of this Agreement, in the event the Lessee fails to pay expenses within thirty (30) days such property will be deemed abandoned and title will revert to the City; however, this in no way relieves the Lessee of the debt incurred.

10.06 REMOVAL OF LESSEE'S PROPERTY

The Lessee shall have the right, within thirty (30) days after the termination of this Lease, whether such termination comes upon expiration or under any provision of this Lease, to remove from the Leased Premises all of Lessee's furniture, fixtures, equipment, furnishings, and other personal property which has not become the property of the City. Lessee shall restore the Premises to the original condition, normal wear and tear

excepted. The City, however, shall have a lien on all of Lessee's property to secure any unpaid rentals or other revenue due the City; and Lessee's right to remove property from the Leased Premises is conditioned upon all amounts due the City from Lessee having been paid in full. Unless a renewal agreement is executed, property left on the Premises after thirty (30) days from the date of termination of this Agreement shall be deemed abandoned and will become the property of the City, and may be disposed of as the City sees fit, without any liability to the Lessee to account for the proceeds of any sale; and the City, at its option, may require Lessee to remove the abandoned property and may charge rent from the date of expiration or termination of this Agreement through the day of final removal of the property, or of notification to the Lessee of the abandonment of the property and taking by the City, as the case may be. Lessee shall have ninety (90) days to remove any Lessee-owned buildings.

10.07 SURRENDER LEASED PREMISES

The Lessee covenants and agrees that at the expiration of the term of this Lease, or upon earlier termination as provided elsewhere in this Agreement, Lessee will quit and surrender the Leased Premises and the improvements in good condition, reasonable wear and tear excepted. City shall have the right to take possession of the Leased Premises and the improvements, subject to the limitations expressed in Article Ten, of this Lease, with or without process of law.

ARTICLE ELEVEN

MISCELLANEOUS PROVISIONS

11.01 CONFLICT OF INTEREST

The Lessee acknowledges that it is informed that Texas law prohibits contracts between the City of Lubbock and its "officers" and "Employees," and that the prohibition extends to officers and Employees of the City of Lubbock agencies, such as City-owned utilities, and certain City of Lubbock boards and commissions, and to contract with any partnership, corporation, or other organization in which the officers or Employees have a substantial interest. Lessee certifies (and this Agreement is made in reliance thereon) that neither the Lessee nor any person having an interest in this Agreement is an officer or Employee of the City of Lubbock or any of its agencies, boards, or commissions.

11.02 NO WAIVER

City shall not waive the right to enforce the Agreement, in whole or in part.

11.03 LICENSES, CERTIFICATIONS, AND PERMITS

Lessee shall have (and provide copies to the Director upon request) all licenses, certifications, and permits required to conduct Lessee's Activities.

11.04 INDEPENDENT ENTITIES

This Agreement shall not be construed to establish a partnership or joint venture between the City and Lessee.

11.05 BINDING EFFECT

This Agreement shall be binding on and for the benefit of the heirs, successors, and assigns of the City and the Lessee.

11.06 SUBORDINATION

This Agreement is subordinate to any agreement between the City and the United States Government, the State of Texas, or any other Agency having jurisdiction.

11.07 NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF CITY

No officer, elected official, Employee, agent, or representative, etc. of City shall be personally liable for a default or liability under this Agreement.

11.08 GOVERNING LAW AND VENUE

This Agreement shall be made in accordance with the laws of Texas and venue shall be in a court of competent jurisdiction in Lubbock County, Texas.

11.09 PARAGRAPH HEADINGS

The paragraph headings in this Agreement shall only be used as a matter of convenience and/or reference.

11.10 SEVERABILITY

If a provision of the Agreement is held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the invalidity, voiding, or unenforceability of such provision shall not in any way affect the validity of any other provisions of the Agreement.

11.11 COUNTERPARTS

If this Agreement is executed in counterparts, each shall be deemed an original and which together shall constitute one and the same Agreement.

11.12 MODIFICATION

Any change or modification to the Agreement shall not be valid unless made in writing, agreed to, and signed by the City and Lessee.

11.13 COMPLIANCE WITH CHAPTER 2271, SUBTITLE F, TITLE 10, TEXAS GOVERNMENT CODE

The Lessee warrants that it is in compliance with Chapter 2271, Subtitle A, Title 8 of the Texas Government Code by verifying that: (1) it does not boycott Israel; and (2) it will not boycott Israel during the term of the Agreement.

11.14 NOTICES

Notices to the City required or appropriate under this Agreement shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, addressed to Lubbock Preston Smith International Airport, Attn: Director, 5401 N. MLK Blvd., Unit 389, Lubbock, Texas 79403. Notices to the Lessee shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, addressed to Lubbock Aero, Attn: General Manager, 6304 N. Cedar, Lubbock, Texas 79403.

11.15 NON-ARBITRATION

The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, 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.

11.16 TIME OF THE ESSENCE

The City and Lessee shall agree that time is of the essence in performance of the Agreement.

11.17 ENTIRE AGREEMENT This Lease constitutes the entire Agreement between the City and Lessee, and any other written or parole agreement with the City is expressly waived by Lessee.

EXECUTED this _____ day of _____, 2022.

THE CITY OF LUBBOCK, CITY

ABILENE AERO, INC., d/b/a
LUBBOCK AERO, LESSEE:

BY: _____
DANIEL M. POPE, MAYOR

BY: 
RICHARD CASLER
Executive Vice-President

ATTEST:


Date: 06-06-2022

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:


Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:


Mitchell Satterwhite, First Assistant City Attorney

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute a lease agreement, with Robert Madden Industries, Ltd., for building a new hangar at the Lubbock Preston Smith International Airport.

Item Summary

Robert Madden Industries, Ltd. requests a lease agreement for 46,941 square feet of land to construct an 8,100 square foot hangar on the west side of the airport. The rental rate is \$0.249 per square foot, per year, making the annual rental \$11,688.31, to be paid in monthly installments of \$974.03. The rental rate will be adjusted annually by the Consumer Price Index (CPI). The term shall be for 30 years and shall begin the day the agreement is executed by the City Council. The term is commensurate with the amount of capital investment made by the lessee in the leased premises, consistent with the airports required Aircraft Storage Operator Capital Investment Schedule.

Airport staff and the Airport Advisory Board recommend a lease agreement with Robert Madden Industries, Ltd., to construct a new hangar at the Lubbock Preston Smith International Airport.

Fiscal Impact

The lease will generate an additional annual revenue of \$11,688.31.

Staff/Board Recommending

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

Attachments

Resolution Robert Madden Industries, Ltd.
Lease Agreement Robert Madden Industries, Ltd.

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Lease Agreement by and between the City of Lubbock and Robert Madden Industries, Ltd. for certain real property located at Lubbock Preston Smith International Airport (LPSIA), and related documents. Said Lease Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

STATE OF TEXAS §

CITY OF LUBBOCK §

LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS LEASE AGREEMENT, hereinafter referred to as the “Agreement” or “Lease,” is entered into by the **CITY OF LUBBOCK** (referred to herein as City), a Home Rule Municipality of Lubbock County, Texas, and **ROBERT MADDEN INDUSTRIES, LTD** (referred to herein as Lessee).

WITNESSETH

WHEREAS, City owns, controls, and operates the Lubbock Preston Smith International Airport (referred to herein as Airport), situated at Lubbock, Lubbock County, Texas, and has the authority to grant certain rights and privileges with respect thereto, including those hereinafter set forth; and

WHEREAS, City deems it advantageous to itself and to its operation of the Airport to lease unto Lessee the ground area described herein, together with certain privileges, rights, uses, and interests therein, as hereinafter set forth; and

WHEREAS, Lessee intends to utilize the premises herein for the purpose of storage of personal aircraft and such other purposes as herein enumerated; and

WHEREAS, the Airport Board of the City of Lubbock has approved and recommends that Lessee be granted this Agreement for the term designated below; and

WHEREAS, the City Council of the City of Lubbock accepts the recommendation of the Airport Board and finds that execution of this Lease will properly serve the public interest of the citizens of the City of Lubbock;

NOW THEREFORE, for and in consideration of the mutual promises, covenants, terms, and conditions, both general and special, as hereinafter set forth, City hereby grants to Lessee the rights and privileges hereinafter described; Lessee agrees to accept the duties, responsibilities, and obligations as hereinafter set forth; and the parties hereto, for themselves, their successors and assigns, agree as follows:

ARTICLE ONE
DEMISE OF LEASED PREMISES

1.01 LEASED PREMISES

For and in consideration of the terms, conditions and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City does hereby lease unto Lessee certain property located on the west side of the Airport, more particularly described in Exhibit "A" which is attached to this Lease, and is incorporated into and made a part of this Lease for all purposes (collectively referred to as "Premises" or "Leased Premises" in this Agreement).

Description of Leased Premises: 46,941 square feet of land for construction of an 8,100 square foot hangar

1.02 PURPOSE AND PRIVILEGES

The Lessee is entitled to use the Leased Premises for the following activities:

- A. Lessee may use the Leased Premises for storage of personal aircraft.
- B. Lessee, at its own expense, shall be responsible for securing all permits, clearances, rights-of-way, and other matters necessary to conduct business in a lawful manner.
- C. The Lessee may be entitled to use the Leased Premises for those activities set out in Section 3, Fixed Base Operator, of the General Aviation Minimum Standards, 2017; as may be amended from time to time, with written approval of the Director.

1.03 USE OF AIRPORT

During the term of this Lease, Lessee shall have free use of, in common with others at the Airport, all runways, taxiways, public ramps, and public parking areas available at the Airport, and the right of ingress to and egress from the above described Premises, which right shall extend to Lessee's employees, guests, invitees, tenants, and patrons.

If, during the term of this Agreement, the use of the Airport by Lessee is temporarily suspended, restricted, or interfered with for a period of thirty (30) days or more for reasons beyond the practical control of the City, in such manner so as to substantially affect the use of the Leased Premises or operation of aircraft by Lessee or its tenants, all

fees during such period shall abate and the term of the Agreement shall, at the election of Lessee, be extended for an equivalent period of time.

1.04 PUBLIC BENEFIT

If Lessee is authorized by this Lease to conduct business of any nature on the Airport, Lessee agrees to operate the Leased Premises for the use and benefit of the public and further agrees:

- A. To use reasonable efforts to furnish good, prompt, and efficient services adequate to meet all the demands for its services at the Airport;
- B. To furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof; and
- C. To charge fair, reasonable and nondiscriminatory prices for each unit of sale or service, provided that the Lessee may make reasonable nondiscriminatory discounts, rebates or other similar types of price reductions for volume purchases.

ARTICLE TWO

TERM

2.01 TERM

As determined by the amount of the Capital Investment (\$1,209,100), the term shall be thirty (30) years and shall begin on the day this Agreement is executed by City Council. Written notice of Lessee's intent to exercise or not to exercise a renewal option must be received in the office of the Executive Director of Aviation (referred to herein as "Director") at least one hundred eighty (180) days prior to the end of the initial term or expiration of the five (5) year option periods, whichever applies. Prior to expiration of the last renewal term of this Lease, City and Lessee shall engage in good faith negotiations to renew and extend this Lease. When a Lessee makes additional Capital Investment in the Leased Premises and/or on the Airport during the term of the existing agreement, the term of the Agreement may be extended by the City based on the level of Capital Investment (plus 5-years) made by the Lessee.

The term of the Agreement shall be commensurate with the amount of Capital Investment made by the Lessee in the Leased Premises and/or on the Airport, consistent with the

Capital Investment made by the lessee in the leased premises and/or on the Airport, consistent with the FBO Capital Investment schedule.

2.02 HOLDING OVER

In the event the Lessee should hold over and remain in possession of the Leased Premises after the expiration of term of the Agreement, the rents, fees, and other charges paid during the holding over period shall be equal to a minimum of 150% of the monthly rents, fees, and other charges that were charged by the City at the time the Agreement expired. In no case shall a holdover by Lessee be construed to be a renewal or extension of the Lease.

ARTICLE THREE

RENTAL AND FEES

3.01 RENTALS

In consideration of the rights and privileges herein granted as singularly related to its use and enjoyment of the Leased Premises, Lessee shall pay to the City the following:

A. GROUND RENTAL

Land rental for 46,941 square feet of leased premises at the rate of \$0.249 per square foot per year. Annual rental will be **eleven thousand six hundred eighty eight dollars and thirty one cents (\$11,688.31)** which shall be due and payable in (12) equal monthly installments of **nine hundred seventy four dollars and three cents (\$974.03)**.

B. ADJUSTMENT OF RENT

The parties hereto mutually agree that during the term of this Agreement, and during any renewal period, except as otherwise might be set out in this Agreement, all rents shall be adjusted every five years thereafter based on the findings of a Rent Study. The City shall engage an Appraiser to determine market value. The Appraiser shall use current appraisal methods that are appropriate for appraising Airport land and/or improvements used for aviation purposes. Appraiser shall use an appropriate and justifiable rate of return for Airport properties. The subject property shall be appraised assuming the highest and best

use is aviation related. Additionally, the appraisal shall meet the Uniform Standards of Professional Appraisal Practice.

On an annual basis between each Rent Study, all rents shall be adjusted based on the change in the Consumer Price Index (CPI). CPI shall mean the Consumer Price Index for All Urban Consumers published by the United States Department of Labor, Bureau of Labor Statistics.

Beginning January 1, 2023, the rental rates shall be adjusted upward or downward for each ensuing calendar year in direct proportion to the fluctuation in the CPI.

Any adjustment to the rental rates from changes in the CPI shall be determined by calculating the increase or decrease in the CPI for the preceding 12 months.

C. CHARGES AND FEES

The City may assess charges and fees to those using, occupying, or conducting operations at the Airport. Any such charges and fees shall be lawful, reasonable, and nondiscriminatory.

Lessee understands and acknowledges Fuel flowage fees and public ramp parking fees, which pertain to commercial activities rather than the lease of property, may be assessed on a non-discriminatory basis in accordance with Airport's rates and charges schedule, as approved by the City Council.

If Lessee requests and receives authorization to perform self-fueling or operate as a Fixed Base Operator selling fuel subject to the requirements of Minimum Standards, a fuel flowage fee of eight cents (\$.08) per gallon for each gallon of aviation fuel delivered to Lessee or its agents for Lessee's own consumption or re-sale at Lubbock International Airport, excluding that sold or delivered by Lessee to a regularly certified airline under contract with City as a part of the pecuniary consideration herefor and except flowage fees paid by the supplier on behalf of Lessee. The aforesaid flowage fees, if not paid by the supplier, shall be due on the twentieth (20th) day of each month succeeding that in which the aircraft fuels and lubricants are received by Lessee. It is understood and agreed that the total gallonage delivered to or purchased by Lessee, other than gasoline delivered to regularly scheduled airlines operating under a contract or lease with

City, may be reduced by an amount not to exceed two percent (2%) in computing charges as a maximum loss allowance from any and all causes.

No later than sixty (60) days prior to the end of each calendar year, City shall notify Lessee in writing of changes in such charges or fees and the methodology of determining such charges and fees.

D. SECURITY BADGES:

In addition to the above rental and fees, Lessee shall pay the City a processing fee for fingerprint/background check and security badges for each of Lessee's Employees on the Leased Premises. A security badge deposit may be established and implemented at any time with thirty (30) days advance notice given to Lessee. The Director shall determine the amount of the processing fees and deposit, each of which shall be reasonable and uniform for all similarly situated tenants at the Airport. Said deposit shall be refundable upon return of the badges to the Director.

3.02 PAYMENTS

All payments shall become due and payable on or before the 20th day of each month by the Lessee under this Agreement and shall be made to Lubbock Preston Smith International Airport, 5401 N. MLK Blvd. Unit 389, Lubbock, Texas 79403. Lessee shall pay City a late payment charge of five percent (5%) of the total amount of rentals payable if payment of such rentals is not received by City on or before the 25th day of the month.

3.03 DEFAULT FOR FAILURE TO PAY RENTALS OR FEES

If Lessee fails to pay any rent due and owing to City hereunder within fifteen (15) days of the due date, the Director shall provide written notice to the Lessee. Thereafter, if the rent remains unpaid for more than fifteen (15) days after such notice is received, City may exercise its rights under Article Seven of this Agreement.

ARTICLE FOUR

CAPITAL IMPROVEMENTS

4.01 CONSTRUCTION OF CAPITAL IMPROVEMENTS

Lessee's construction of the hangar depicted in "EXHIBIT A" shall be subject to the provisions of this Section and shall be at Lessee's sole cost and expense, without any

reimbursement from the City. The construction of the hangar will be done by Lessee pursuant to the terms of this Lease. No part of the hangar shall be constructed, installed, expanded, modified, or removed; nor shall material modifications be made to the hangar without the prior written consent of the Director, which shall not be unreasonably withheld, conditioned, or delayed.

4.02 MINIMUM CAPITAL INVESTMENT

It is expressly agreed and understood that Lessee is leasing the Premises for the purpose of developing and constructing the hangar in accordance with Plans and Specifications as specified in this Section 4 of this Lease. It is expressly agreed and understood the Leasehold Improvements must meet or otherwise be subject to the enforcement described therein, and that Lessee shall expend no less than an amount equal to: **ONE MILLION TWO HUNDRED NINE THOUSAND ONE HUNDRED dollars (\$1,209,100)** to construct hangar depicted in "EXHIBIT A" at Lessee's sole cost and expense. As used herein, "Minimum Capital Investment" shall mean and include the following costs and expenditures made by Lessee: hard construction costs (including demolition, excavation, grading, and construction on the Premises and general contractor overhead and profit).

4.03 DOCUMENTATION OF MINIMUM CAPITAL INVESTMENT

Within ninety (90) days of completing construction or the issuance of a Certificate of Occupancy for each portion of the Leasehold Improvements, whichever occurs first, Lessee shall provide to the Director sufficient documentation, in such form and detail as the Director may require, to establish the amount Lessee has expended towards the Minimum Capital Investment on the Leasehold Improvements. Additionally, by ninety (90) days after the completing the last of the Leasehold Improvements, Lessee shall provide to the Director sufficient documentation, in such form and detail as the Director may require, to establish the total amount Lessee has expended towards meeting the Minimum Capital Investment on the Leasehold Improvements.

The Director may, in that individual's sole discretion, expand the time for submitting said documentation by written notice to Lessee, and may require submittal of additional documentation. In the event that the Director determines that Lessee has failed to expend the total Minimum Capital Investment for the Leasehold Improvements, the Director shall notify Lessee of any such deficiency. If the Director notifies Lessee that there was a

deficiency in the costs expended in the construction of the Leasehold Improvements, then Lessee shall have twelve (12) months from the receipt of said notice to expend the amount of any such deficiency on additional improvements, additions, or betterments to the Leasehold Improvements, subject to all of the provisions of this Section 4. Lessee shall, within thirty (30) days after the expiration of said twelve (12) month period, provide further documentation to the Director sufficient to establish that Lessee has expended the amount of any such deficiency on additional improvements, additions, or betterments to the Premises via the Leasehold Improvements. If the Director determines, after such further documentation has been provided, that Lessee has failed to expend the Minimum Capital Investment, then the Director shall provide written notice to Lessee of the amount of such continuing deficiency, and Lessee shall have thirty (30) days from the date of such notice to pay to the City an amount equal to the difference between the Minimum Capital Investment and the actual sum expended. Payment of said sum as required herein shall be deemed to be additional Rental due and payable within said thirty (30) day period, and shall be subject to the payment provisions of Section 3 of this Lease.

ARTICLE FIVE

RIGHTS RESERVED TO CITY

5.01 SAFETY

City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from constructing or permitting construction of any building or other structure on or off the Airport which, in the opinion of City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

5.02 MAINTENANCE OF PUBLIC AREA

City reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport. Lessee will perform no maintenance activities outside the Leased Premises without the consent of the Director.

5.03 STANDARDS

City reserves the right to establish reasonable standards for the construction and maintenance of and alterations, repairs, additions, or improvements of Lessee's facilities. This includes structural design, color, materials used, landscaping, and maintenance of Lessee's facilities and Leased Premises. Lessee shall comply with applicable statutes, ordinances, building codes, and rules and regulations of all governmental agencies as may have jurisdiction at the time. Subject to Lessee's Duty to Repair (5.02), City will not require Lessee to reconstruct or alter an existing improvement that has been constructed and maintained in good condition under a prior design standard.

5.04 TIME OF EMERGENCY

During time of war or national emergency, the City shall have the right to lease the landing area and any other portion of the Airport to the United States for governmental use and if any such lease is executed, the provisions of this instrument and any associated rentals and fees, insofar as they are inconsistent with the provisions of the lease to the United States, shall be suspended.

5.05 DEVELOPMENT OF AIRPORT

City reserves the right to further develop or improve the Airport. However, the City shall notify Lessee, in writing, prior to the planned development or improvement affecting Lessee's Leased Premises.

5.06 SPONSOR'S ASSURANCE SUBORDINATION

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States concerning the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States be to take any of the property under this Lease or otherwise diminish the commercial value of this Lease, the City shall not be held liable therefor. However, if the commercial value is appreciably diminished, City and Lessee shall engage in good faith negotiations to determine a fair and equitable adjustment to rentals and fees.

The City covenants and agrees that it will during the term of this Agreement operate and maintain the Airport as a public facility consistent with and pursuant to the Assurances given by the City to the United States Government under federal law.

5.07 INSPECTION OF LEASED PREMISES

City reserves the right to conduct inspections of the Leased Premises at reasonable times to ensure fire, safety, and sanitation regulations and other provisions contained in this Lease are being adhered to by the Lessee.

5.08 INSPECTION OF BOOKS & RECORDS

The Lessee, following accepted accounting practices and procedures, will maintain true and accurate books, records and receipts, which will show Fuel flowage. Such books and records may be inspected at any time by City or its duly authorized representatives at Lubbock, Texas, upon reasonable notice to Lessee. In the event Lessee requests such inspection to be performed outside the Lubbock area, such request may be honored at City's discretion; however, any and all expenses incurred by so doing shall be reimbursed by the Lessee. Lessee agrees to furnish facts and figures necessary to determine the amount to be paid City.

5.09 RESERVATION OF AVIGATIONAL EASEMENT

City reserves to itself and its successors and assignees, for the use and benefits of the public, a right of avigation over the Leased Premises for the passage of Aircraft utilizing the Airport.

ARTICLE SIX

LESSEE'S RIGHTS, PRIVILEGES, AND OBLIGATIONS

6.01 LESSEE'S RIGHTS

During the term of this Lease, Lessee, and its tenants shall have use of, in common with others at the Airport, and free of additional charge, all runways, taxiways, public ramps, and public parking areas available at the Airport, and the right of ingress to and egress from the above described Premises, which right shall extend to Lessee's Employees, guests, invitees, tenants, and patrons. Lessee has the right and privilege to control activity on its Leased Premises subject to applicable federal, state, and local rules and regulations.

If, during the term of this Agreement and Lessee is in Good Standing, the use of the Airport by Lessee is temporarily suspended, restricted, or interfered with for a period of thirty (30) consecutive days or more for reasons beyond the practical control of the City, in such manner so as to substantially affect the use of the Leased Premises or operation of Aircraft by Lessee or its tenants, all fees during such period shall abate and the term of the Agreement shall, at the election of Lessee, be extended for an equivalent period of time.

6.02 LESSEE'S DUTY TO REPAIR

Except as provided herein, any property of City, or for which City may be responsible, which is damaged or destroyed incident to the exercise of the rights or privileges herein granted, or which damage or destruction is occasioned by the negligence of Lessee, its Employees, agents, servants, patrons, or invitees shall be properly repaired or replaced by Lessee to the reasonable satisfaction of the Director. In lieu of such repair or replacement, Lessee shall, if so required by the Director, pay City the replacement cost of such property.

6.03 PARKING

Lessee shall at its sole cost and expense provide adequate and suitable parking areas for use by its customers, Employees, patrons, guests, and invitees upon its Premises.

6.04 WAGES

The Parties hereto acknowledge and agree that any Improvements constructed on the Leased Premises by Lessee shall be considered Public Works for the purposes of determining applicability of Chapter 2258, Texas Government Code. The Parties further agree that all wages paid by Lessee in connection with the construction of said Improvements shall comply with the prevailing wage requirements set forth in state and federal law including Chapter 2258, Texas Government Code.

6.05 WARRANTY OF NO SOLICITATION

Lessee warrants that it has not employed any person employed by City to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee.

6.06 LESSEE'S OBLIGATIONS

Lessee shall be responsible for maintaining an on-going business at the Airport and complying with the PMCDs throughout the term of the Agreement. Additionally, any modifications to the business or corporate structure of the Lessee shall be communicated in advance to the Director.

Lessee shall be responsible for the conduct, demeanor, and appearance of Lessee's representatives, officers, officials, Employees, agents, and volunteers at the Airport and on the Lease Premises. Lessee shall be responsible for conducting Lessee's authorized Activities in a manner that does not interfere with or disturb others while also complying with applicable Legal Requirements.

Lessee shall be responsible for promptly paying when due and owing all:

- A. **UTILITIES** - Lessee shall assume and pay for all costs or charges for metered utility services provided to Lessee at the Premises during the term of this Agreement. Lessee shall have the right, with written approval of City, to connect to any storm and sanitary sewers, and water, and utility outlets, the cost of usage, extension, installation, and meters, where required, to be paid by the Lessee.
- B. **TRASH, GARBAGE, REFUSE, ETC.** - Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse produced as a result of Lessee's business operations on the Leased Premises.
- C. **PAYMENT OF TAXES, FEES, AND ASSESSMENTS** - The Lessee agrees to pay promptly when due all federal, state, and local government taxes, license fees, and occupation taxes levied on either the Leased Premises or on the business conducted on the Leased Premises or on any of Lessee's property used in connection therewith, except as provided herein.

Taxation may be subject to legal protest in accordance with the provisions of the taxing authority whose levy is questioned. Any protest shall be at the sole expense of Lessee. Delinquency in payment of such obligations after any protest has been settled shall, at the option of the City, be cause for immediate termination of this Lease.
- D. **PAYMENT OF EXPENSES** - All costs, expenses, and other charges relating to the Leased Premises, Improvements, and/or Lessee's Activities.

6.07 BASED AIRCRAFT

If Based Aircraft are located on the Leased Premises, the Lessee shall provide an annual Based Aircraft report to the Director in compliance with the PMCDs.

6.08 AMERICANS WITH DISABILITIES ACT

Lessee shall be solely and fully responsible for complying with the Americans with Disabilities Act of 1990 as amended from time-to-time, with respect to the Leased Premises and its Activities at the Airport.

6.09 NON-DISCRIMINATION PRACTICES

Lessee, its agents and Employees will not discriminate against any person or class of persons by reason of race, creed, color, national origin, age, sex, or disability in providing any services or in the use of any of its facilities provided for the public. Lessee further agrees to comply with such enforcement procedures as the United States Government might demand that the City take in order to comply with the Sponsor's Assurances.

Lessee agrees not to discriminate against any Employee or applicant for employment because of race, creed, color, national origin, age, sex, or disability.

6.10 SECURITY ACCESS

Lessee agrees to control all access to the Aircraft Operations Area (AOA) through the Leased Premises and through gates assigned to or controlled by Lessee so as to prevent unauthorized entry to the airfield by persons, animals, or vehicles. In the event that unauthorized access to the AOA is gained through the Leased Premises or any area which Lessee controls or is obligated to control, any fines or penalties assessed by the Transportation Security Administration (or other authorized Agency) shall be the responsibility of the Lessee and Lessee hereby agrees to promptly pay all such fines or penalties without delay and make any and all requested changes in operations or facilities necessary to maintain Airport security and prevent reoccurrence of any unauthorized entry. Lessee shall place appropriate signage on all doors with AOA access to prevent unauthorized access. Failure to comply with this paragraph shall be cause for immediate termination of this Agreement by City.

ARTICLE SEVEN
GENERAL CONDITIONS

7.01 RULES AND REGULATIONS

City reserves the right to issue through its Director such reasonable rules, regulations and procedures for activities and operations conducted on the Airport as deemed necessary to protect and preserve the safety, security, and welfare of the Airport and all persons, property, and facilities located thereon.

The Lessee's officers, agents, employees, and servants will obey all rules and regulations which may be promulgated from time to time by the City or its authorized agents at the Airport, or by other lawful authority, to ensure the safe and orderly conduct of operations and traffic on the Airport.

7.02 OPERATION OF AIRCRAFT, COMPLIANCE WITH RULES AND REGULATIONS

Lessee agrees to operate and conduct its business upon the Leased Premises and at the Airport at all times in compliance with applicable federal, state, and local rules and regulations. Lessee further agrees in the event a civil penalty or fine is levied against the Airport as a result of Lessee's failure to comply or act in accordance with said regulations, statutes, and/or ordinances, Lessee shall within fifteen (15) days reimburse the Airport the full amount of the penalty or fine and take reasonable steps to immediately correct the failure, act, or omission leading to, causing, or contributing to the violation. Failure of the Lessee to timely comply with any requirement of this paragraph shall be cause for immediate termination of this Lease Agreement by the Director. Provided, however, that the duty of the Lessee to reimburse City is subject to City providing timely written notice of any potential fine or penalty. Lessee shall be provided notice to participate in the proceeding and defend itself, with counsel of its choice, at its own cost.

7.03 IMPROVEMENTS OR ALTERATIONS

Lessee may not, absent the prior written consent of the Director in principle to the proposed activities, erect, maintain, alter, remodel, reconstruct, rebuild, replace, and remove buildings and other improvements on the premises, and correct and change the contour of the premises.

Lessee agrees any said improvements or alterations approved by City, shall be subject and conform to the primary management compliance documents herein 'PMCDs' and all applicable legal requirements as set forth by the Director and any amendments thereto.

All improvements, located on Airport property and within the legal boundaries as identified on the Airport Layout Plan, shall comply with the PMCDs and all applicable Legal Requirements. Lessee shall procure all necessary permits including, but not limited to, all City of Lubbock building, fire, safety, and other required permits for improvements located on Airport property and within the legal boundaries as identified on the Airport Layout Plan. Construction shall be completed within 18 months from the beginning of the Term.

In the event City shall consent in principle to the proposed activities of Lessee, such activities of Lessee are subject to the following:

- a. Lessee bears the cost of any such work.
- b. The premises must at all times be kept free of mechanics' and materialmen's Liens.

City must be notified of the time for beginning and the general nature of any such work, other than routine maintenance of existing buildings or improvements, at the time the work begins. Lessee shall comply with applicable statutes, ordinances, building codes, and rules and regulations of all governmental agencies as may have jurisdiction at the time.

7.04 ADVERTISING

The Lessee will erect no outdoor advertising or identification signs and will distribute no advertising in the Airport or on Airport property without the prior written consent of the Director. Said consent will not be unreasonably withheld. Lessee's signage shall be in compliance with applicable City of Lubbock code of ordinances.

7.05 LIENS PROHIBITED

Lessee shall not bind or attempt to bind the City for payment of any money in connection with the construction, repairing, alterations, additions, or reconstruction work on the Leased Premises. Lessee shall not permit any mechanic's, materialman's, or contractor's liens to arise against the Premises or improvements thereon, or any equipment, machinery, and fixtures thereon belonging to the City. Lessee expressly agrees that it will

keep and save the Premises and the City harmless from all costs and damages resulting from any liens of any character created or that may be asserted through any act or thing done by the Lessee.

In the event that, as a result of Lessee's actions, any mechanic's lien or other lien or order for payment shall be filed against the Leased Premises or improvements thereon, or against City-owned property located thereon during the term of this Agreement, or during any subsequent extension, Lessee shall defend on behalf of the City, at Lessee's sole cost and expense, any action, suit, or proceeding which may be brought thereon or for the enforcement of such lien or order. Failure of the Lessee to comply with any requirement of this section after having received fifteen (15) days written notice thereof shall be cause for termination of this Agreement by the City.

7.06 MAINTENANCE

Lessee shall, at its own cost and expense, maintain the Leased Premises in a presentable condition, reasonable wear and tear excepted, reasonably free of trash, debris, and weeds, and consistent with good business practices. Lessee shall maintain landscaping surrounding the Leased Premises. Lessee shall repair all damages to Leased Premises caused by its employees, patrons, or business operations thereon; shall perform all maintenance and repair to the interior, including all HVAC and venting systems; and shall repaint hangar/building as necessary to maintain a clean and attractive appearance. Lessee shall also maintain any drainage structures or other improvements installed for the benefit of Lessee, septic systems, ceilings, floor coverings, locks, doors, overhead doors, specialized ramp doors, window glass, parking lots, and/or surfaces used for Employee and/or customer parking.

Upon written notice by City to Lessee, Lessee shall be required to perform whatever reasonable maintenance, City deems necessary. If said maintenance is not undertaken by Lessee within twenty (20) days after receipt of written notice, City shall have the right to enter upon the Leased Premises and perform the necessary maintenance, the cost of which shall be paid by Lessee.

7.07 UTILITIES

Lessee shall assume and pay for all costs or charges for metered utility services provided to Lessee at the Premises during the term of this Agreement. Lessee shall have the right,

with written approval of City, to connect to any storm and sanitary sewers, and water, and utility outlets, the cost of usage, extension, installation, and meters, where required, to be paid by the Lessee.

Lessee shall permit the City to erect, use, maintain, replace and repair pipes, cables, conduits, plumbing, vents, and telephone, electric and other wires or other items, in, to and through the Premises, as and to the extent that Lessor may now or hereafter deem necessary or appropriate for the proper operation and maintenance of the Leased Premises, provided that the City shall not unreasonably interfere with Lessee's use and occupancy of the Premises.

7.08 INDEMNIFICATION AND INSURANCE

The Lessee shall be deemed an Independent Operator and contractor responsible to all parties for its respective acts and omissions, and the City shall in no way be responsible therefore. Lessee shall indemnify and hold harmless, to the fullest extent permitted by law, City, and City's respective officers, Employees, elected officials and agents, from and against any and all losses, damages, claims or liabilities, of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner, or form, the Activities of Lessee contemplated hereunder. Lessee further covenants and agrees to defend any suits or administrative proceedings brought against the City and/or City's respective officers, Employees, elected officials, and/or agents on account of any claim for which it is obligated to indemnify City, and to pay or discharge the full amount or obligation of any such claim incurred by, accruing to, or imposed on City, or City's respective officers, Employees, elected officials, and/or agents, as applicable, resulting from the settlement or resolution of said suits, claims, and or administrative proceedings. In addition, Lessee shall pay to City, City's respective officers, Employees, elected officials and/or agents, as applicable, all attorney fees incurred by such parties in enforcing Lessee's indemnity in this section.

Indemnification – Environmental Harm. Without limiting any provisions of this Agreement, Lessee shall also defend, indemnify, and hold City and its respective officers, Employees, elected officials, and agents harmless from and against all suits, actions, claims, demands penalties, fines liabilities, settlements, damages, costs, and expenses (including but not limited to reasonable attorney's and consultant's fees, court costs, and

litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, brought against City arising out of or in any way related to:

1. Any actual, threatened or alleged contamination by hazardous substances of the Premises or contamination by hazardous substances of the Airport by Lessee or its agents;
2. The presence, disposal, release, or threatened release of hazardous substances by Lessee or its agents at the Airport that is on, from, or affects the soil, air, water, vegetation, buildings, personal property, persons, animals, or otherwise;
3. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to hazardous substances by Lessee at the Airport; or
4. Any violation by Lessee of any Environmental Laws that affects the Airport.

7.9 INSURANCE

The Lessee shall carry and maintain insurance at all times that this Lease is in effect, at Lessee's sole expense and with an underwriter authorized to do business in the State of Texas and acceptable to the City. To the extent permitted by law, the policies shall include a waiver of subrogation and name the City as additional insured.

Commercial General Liability Insurance (CGL)

\$1,000,000 per occurrence to include products and completed operations, property damage, bodily injury and personal & advertising injury. \$2,000,000 general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. \$1,000,000 per occurrence for Unlicensed Vehicles.

Automobile Liability

\$1,000,000 per occurrence covering any auto or if Lessee has no owned autos, hired and non-owned autos, with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Hangarkeepers Liability

With a limit not less than \$10,000,000 combined single limit per aircraft and \$15,000,000 per occurrence and \$15,000,000 aggregate.

Employer's Liability

\$1,000,000 per accident for bodily injury or disease.

Workers' Compensation: Limits based upon statutory requirements. Lessee shall obtain workers' compensation coverage pursuant to Section 407.002 of the Texas Labor Code. Further, Lessee shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure the Lessee maintains said coverage. Any termination of workers' compensation insurance coverage by Lessee or any cancellation or nonrenewal of workers' compensation insurance coverage for the Lessee shall be a material breach of this Agreement. To the extent permitted by law, the policy shall include a waiver of subrogation.

Current Certificates of Insurance and Endorsements shall be provided to the City, or other satisfactory evidence of insurance shall be filed with the Director by the Lessee. The Lessee or its insurer shall notify the Director of any alteration, renewal, or cancellation of this coverage, which shall remain in full force and effect until at least ten (10) days after such notice of alteration, renewal, or cancellation is received by the Director.

ARTICLE EIGHT

SUBLEASE, SALE, ASSIGNMENT, OR TRANSFER

8.01 SUBLEASING

Lessee shall not sublease, sell, assign, or transfer the Agreement, in whole or in part, or any interest in the Agreement, or any rights or obligations the Lessee has under the Agreement, without the prior written consent by the Director.

A. SUBLESSEE OBLIGATIONS

If Lessee receives written consent from the Director, Sublessee shall comply with the PMCDs and all applicable Legal Requirements.

B. SUBLEASING RESTRICTIONS

If Lessee receives written consent from the Director, Sublessee shall be subject to all applicable terms and conditions of the Lessee's Agreement governing the land and/or improvements being subleased. Any Sublease made contrary to the requirements of this section shall be null and void.

8.02 SALE, ASSIGNMENT, OR TRANSFER

Lessee shall not sell, assign, or transfer the Agreement, in whole or in part, or any interest in the Agreement, or any rights or obligations the Lessee has under the Agreement, without the prior written consent by the Director.

- If Lessee is desirous of such a sale, assignment, or transfer, the Lessee shall submit a written request to the Director for approval. The request shall be accompanied by a completed Application by the entity requesting assignment (Assignee).
- At the time a sale, assignment, or transfer is approved in writing by the Director, the Lessee shall reimburse the City for attorney's fees and expenses incurred by the City relating to the sale, assignment, or transfer in the sole discretion of the City.
- The Assignee shall satisfy all criteria set forth in all PMCDs and all applicable Legal Requirements.

Written consent of the Director is not required in connection with: (a) the merger, consolidation, or reorganization of the Lessee with any Affiliate of the Lessee, (b) the sale of all or substantially all of the assets of the Lessee to any Affiliate of the Lessee, or (c) assignment to any Affiliate of the Lessee.

Any sale, assignment, or transfer, with exception of the situations and/or circumstances noted in this section, made without the prior written consent of the Director shall be considered null and void.

8.03 CHANGE IN CONTROLLING OWNERSHIP

Any change in the controlling ownership of a Lessee is subject to the prior written consent of the Director, which consent, subject to the process described below, shall not be unreasonably withheld, conditioned, or delayed.

If a Lessee is desirous of changing its controlling ownership, the Lessee shall submit a completed Application to the Director for review. If the Application is acceptable to the Director, the Director shall submit the Application and a recommendation to the City for review and consideration.

- At the time the change in controlling ownership is approved in writing by the Director, the Lessee shall reimburse the City for attorney's fees and expenses incurred by the City relating to the application for change of controlling ownership in the sole discretion of the City.

Any change in controlling ownership made without the prior written consent of the Director shall be considered null and void.

8.04 ENCUMBRANCES AND MORTGAGES

Lessee shall not mortgage, pledge, assign as collateral, encumber or in any manner transfer, convey, or dispose of the Leased Premises or any interest therein without the prior written consent of the Director.

If Lessee is desirous of mortgaging, pledging, assigning as collateral, encumbering or in any manner transferring, conveying, or disposing of the Leased Premises or any interest therein, the Lessee shall submit a written request to the Director for review. If the request is acceptable, the Director shall submit the request and a recommendation to the City for review and consideration.

- At the time the request is approved in writing by the Director, the Lessee shall reimburse the City for attorney's fees and expenses incurred by the City relating to the encumbrance request in the sole discretion of the City.

Any encumbrance made without the prior written consent of the City shall be considered null and void.

8.05 RELOCATION

In the event that relocation is deemed necessary (e.g., to correct deviations from 14 CFR Part 77, to ensure consistency with the Airport Layout Plan, etc.), the City shall provide Airport land and/or Improvements that are similar to the Airport land and/or Improvements currently being occupied and/or used by the Lessee. Such Airport land and/or Improvements shall be leased to the Lessee under the same terms and conditions as stipulated in the existing Agreement.

If similar Airport land and/or Improvements are not available, the City may, in its sole discretion, buyout the leasehold interest held by the Lessee at the market value determined by an Appraiser engaged by the City. If Lessee disagrees with the market value conclusion reached by the Appraiser, the Lessee shall have the right to initiate a dispute resolution process.

If the relocation is solely for the benefit of the City, the City shall pay all reasonable (and verifiable) relocation costs and expenses associated with relocating the Lessee.

Relocation shall follow all applicable federal, FAA, and Texas Legal Requirements for relocation proceedings and any appraisal report shall meet the requirements of such.

8.06 RIGHTS OF OTHERS

It is clearly understood by the Lessee that any person, firm, or corporation operating Aircraft at the Airport has the right or privilege to perform any services on its own Aircraft with its own regular Employees (including, but not limited to, maintenance and repair). The rights of said person, firm, or corporation are subject to the rights of Lessee as set forth in 1.02.

8.07 VEHICULAR MOVEMENT

Except as specifically authorized by the Director, or designated other, Lessee will not permit the driving of vehicles by Employees, customers, guests, or invitees on the ramp, taxiways, and runways.

8.08 EXCLUSIVITY

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an Exclusive Right to conduct any Activities, including, but not limited to charter flights, pilot training, Aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, Aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other Activities, repair and maintenance of Aircraft, sale of Aircraft parts, and any other Activities which because of their direct relationship to the operation of Aircraft can be regarded as an Activity.

8.09 NO RESIDENTIAL USE

It is understood and agreed Lessee shall not permit or enter into any arrangement that results in permission for the leased premises to be used as a residence.

8.10 STORAGE USE

The Leased Premises shall be used solely for aviation-related purposes. Storage of non-aviation related property inside hangars is strictly prohibited.

ARTICLE NINE
TERMINATION, CANCELLATION

9.01 TERMINATION

The Agreement shall terminate at the end of the term. Lessee shall have no further right or interest in any of the Premises or improvements hereby demised, except as provided herein.

9.02 TERMINATION BY LESSEE

The Lessee may, at the Lessee's option and provided the Lessee is Current and in Good Standing, terminate the Agreement on the occurrence of any one or more of the following events:

1. The permanent abandonment or closure of the Airport by the City as a commercial service airport.
2. The lawful assumption by the United States Government, or any authorized Agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner that substantially restricts Lessee for a period of at least ninety (90) days from operating thereon.
3. In the event of acquisition by Condemnation or the exercise of the power of eminent domain (by any Agency permitted to take property for public use) of any land or improvements associated with Lessee's Leased Premises, Lessee shall not institute any action or proceeding or assert any claim against the City for Compensation or consideration of any nature. All Compensation or consideration awarded or paid to Lessee upon a total or partial acquisition of the Leased Premises to the extent not related to Lessee's improvements (which for these purposes shall not include any Compensation or consideration from City) shall belong to the City without any participation of Lessee.
4. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use and operation of the Airport for a period of at least ninety (90) days.
4. The default of the Lessor in the performance of any covenant or agreement herein required to be performed by the Lessor and the failure of the Lessor to

remedy such default for a period of sixty (60) days after receipt from Lessee of written notice to remedy the same.

5. Failure of Lessor to maintain the landing area of the Airport for a period of at least sixty (60) days, which results in Lessee's inability to conduct business operations.

Lessee may recover directly from the condemning Agency the value of any claim relating to a taking of Lessee's improvements, provided that no such claim shall diminish or otherwise adversely affect the City's award.

In the event of an acquisition by Condemnation or eminent domain of all interest in the Leased Premises, Lessee's obligation to pay rent shall cease and all leasehold interest created shall cease.

In the event of an acquisition by Condemnation or eminent domain of a portion of interest in the Leased Premises, Lessee's obligation to pay rent shall cease as it pertains to the specific portion of the Leased Premises acquired.

If the Condemnation or eminent domain substantially impairs the conduct of the Lessee's Activities and equates to more than 50% of the total Leased Premises, Lessee may terminate the Agreement by notifying the City. If the Agreement is not terminated by the Lessee, the rent shall be adjusted accordingly.

Lessee may exercise such right of termination by giving sixty (60) days advance written notice to the City at any time after the lapse of the applicable periods of time and this Lease shall terminate as of the sixty first (61st) day after such notice is given. Rental due hereunder shall be payable only to the effective date of said termination.

9.03 TERMINATION BY CITY

Any default or breach of this Agreement by Lessee shall constitute a default or breach of all agreements between the City and Lessee. The City shall consider any of the following a default or breach under the Agreement:

1. Failure to comply with Legal Requirements, Assurances, PMCDs, Airport's policies, standards, rules, regulations, and directives.
2. Failure to perform any condition, obligation, or privilege contained in this Agreement.

3. Failure of a Lessee to obtain prior written consent from the Director before conducting additional Activities.
4. Failure to obtain prior written consent from the Director before making any improvements to the Leased Premises and/or at the Airport.
5. Failure to obtain prior written consent of the Director to sublease (or attempt to sublease) any portion of the Leased Premises.
6. Any sale or assignment of the Leased Premises or Agreement made (or attempted to be made) without the prior written consent of the Director
7. Any change in controlling ownership of Lessee made (or attempted to be made) without the prior written consent of the Director.
8. Any encumbrance of the Leased Premises or Improvements on the Leased Premises made (or attempted to be made) without the prior written consent of the Director.
9. Failure to properly maintain the Leased Premises or promptly pay all utilities, insurance, and taxes when due and owing.
10. The filing of bankruptcy and/or assignment of substantially all Lessee's assets for the benefit of Lessee's creditors.
11. The filing of a lien against the leased Premises.
12. The voluntary abandonment of the Leased Premises.
13. Falsification of any record so as to deprive the City of any rights, privileges, rents, fees, or other charges under the Agreement.
14. Failure to remain Current or in Good Standing.

The failure of Lessee to observe or perform any of the terms and conditions of the Agreement, or the failure of Lessee to perform any of the terms and conditions of any other agreement with the City in any material respect such failure which shall have continued for thirty (30) days after written notice from the Director, and without meaningful steps having been taken by Lessee to cure such default.

Once the Agreement is terminated, City's agents may enter upon the Leased Premises and take immediate possession of the same and remove Lessee's effects. Any rental due hereunder shall be payable to said date of termination.

It is agreed failure to declare this Lease terminated upon the default of Lessee for any of the reasons set forth above shall not be construed as a waiver of any of the City's rights hereunder or otherwise bar or preclude City from declaring this Agreement terminated as a result of any subsequent event of default under this Agreement.

The acceptance of rentals or fees by City for any period or periods after a default of any of the terms, covenants, or conditions herein contained shall not be construed to be or act as a waiver by City of any subsequent default by the Lessee.

9.04 REPLACEMENT AFTER DAMAGE

It is agreed between the parties hereto that in the event the Leased Premises are damaged by fire or other accidental cause during the initial term of this Lease so as to become totally or partially untenable, the City shall have the option to restore the Premises to their former condition. If the City elects to exercise the option, the City shall give Lessee notice in writing of its election within thirty (30) days of the occurrence of such damage. If the City elects to restore the Premises, the City shall proceed with due diligence and there shall be an abatement of the rent until repairs have been made for the time and to the extent for which the Premises, or part thereof, have been untenable. Should the City not exercise the option to restore the Premises, the lease of such untenable portion of the Premises shall cease and terminate effective on the date of damage by fire or other accidental cause.

9.05 OWNERSHIP

Within ninety (90) days after expiration of this Agreement as herein provided, the Lessee shall have the option to remove all improvements, constructed or placed thereon, except for any pavement area constructed by Lessee and return land to a clean and level condition. Lessee shall give City thirty (30) days written notice prior to expiration of the Agreement of Lessee's intent to exercise such option. In the event Lessee chooses not to exercise its option to remove from the Premises such improvements, Lessee may choose to surrender title to such improvements to City, subject to the approval of City. Lessee covenants and agrees to pay all reasonable costs, attorney's fees and expenses that shall be incurred by the City in enforcing the covenants and conditions of this Agreement, in the event the Lessee fails to pay expenses within thirty (30) days such property will be

deemed abandoned and title will revert to the City; however, this in no way relieves the Lessee of the debt incurred.

9.06 REMOVAL OF LESSEE'S PROPERTY

The Lessee shall have the right, within thirty (30) days after the termination of this Lease, whether such termination comes upon expiration or under any provision of this Lease, to remove from the Leased Premises all of Lessee's furniture, fixtures, equipment, furnishings, and other personal property which has not become the property of the City. Lessee shall restore the Premises to the original condition, normal wear and tear excepted. The City, however, shall have a lien on all of Lessee's property to secure any unpaid rentals or other revenue due the City; and Lessee's right to remove property from the Leased Premises is conditioned upon all amounts due the City from Lessee having been paid in full. Unless a renewal agreement is executed, property left on the Premises after thirty (30) days from the date of termination of this Agreement shall be deemed abandoned and will become the property of the City, and may be disposed of as the City sees fit, without any liability to the Lessee to account for the proceeds of any sale; and the City, at its option, may require Lessee to remove the abandoned property and may charge rent from the date of expiration or termination of this Agreement through the day of final removal of the property, or of notification to the Lessee of the abandonment of the property and taking by the City, as the case may be. Lessee shall have ninety (90) days to remove any Lessee-owned buildings.

9.07 SURRENDER LEASED PREMISES

The Lessee covenants and agrees that at the expiration of the term of this Lease, or upon earlier termination as provided elsewhere in this Agreement, Lessee will quit and surrender the Leased Premises and the improvements in good condition, reasonable wear and tear excepted. City shall have the right to take possession of the Leased Premises and the improvements, subject to the limitations expressed in Article Ten, of this Lease, with or without process of law.

ARTICLE TEN
MISCELLANEOUS PROVISIONS

10.01 CONFLICT OF INTEREST

The Lessee acknowledges that it is informed that Texas law prohibits contracts between the City of Lubbock and its “officers” and “Employees,” and that the prohibition extends to officers and Employees of the City of Lubbock agencies, such as City-owned utilities, and certain City of Lubbock boards and commissions, and to contract with any partnership, corporation, or other organization in which the officers or Employees have a substantial interest. Lessee certifies (and this Agreement is made in reliance thereon) that neither the Lessee nor any person having an interest in this Agreement is an officer or Employee of the City of Lubbock or any of its agencies, boards, or commissions.

10.02 NO WAIVER

City shall not waive the right to enforce the Agreement, in whole or in part.

10.03 LICENSES, CERTIFICATIONS, AND PERMITS

Lessee shall have (and provide copies to the Director upon request) all licenses, certifications, and permits required to conduct Lessee’s Activities.

10.04 INDEPENDENT ENTITIES

This Agreement shall not be construed to establish a partnership or joint venture between the City and Lessee.

10.05 BINDING EFFECT

This Agreement shall be binding on and for the benefit of the heirs, successors, and assigns of the City and the Lessee.

10.06 SUBORDINATION

This Agreement is subordinate to any agreement between the City and the United States Government, the State of Texas, or any other Agency having jurisdiction.

10.07 NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF CITY

No officer, elected official, Employee, agent, or representative, etc. of City shall be personally liable for a default or liability under this Agreement.

10.08 GOVERNING LAW AND VENUE

This Agreement shall be made in accordance with the laws of Texas and venue shall be in a court of competent jurisdiction in Lubbock County, Texas.

10.09 PARAGRAPH HEADINGS

The paragraph headings in this Agreement shall only be used as a matter of convenience and/or reference.

10.10 SEVERABILITY

If a provision of the Agreement is held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the invalidity, voiding, or unenforceability of such provision shall not in any way affect the validity of any other provisions of the Agreement.

10.11 COUNTERPARTS

If this Agreement is executed in counterparts, each shall be deemed an original and which together shall constitute one and the same Agreement.

10.12 MODIFICATION

Any change or modification to the Agreement shall not be valid unless made in writing, agreed to, and signed by the City and Lessee.

10.13 COMPLIANCE WITH CHAPTER 2271, SUBTITLE F, TITLE 10, TEXAS GOVERNMENT CODE

The Lessee warrants that it is in compliance with Chapter 2271, Subtitle A, Title 8 of the Texas Government Code by verifying that: (1) it does not boycott Israel; and (2) it will not boycott Israel during the term of the Agreement.

10.14 NOTICES

Notices to the City required or appropriate under this Agreement shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, addressed to Lubbock Preston Smith International Airport, Attn: Director, 5401 N. MLK Blvd., Unit 389, Lubbock, Texas 79403. Notices to the Lessee shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, addressed to:

ROBERT MADDEN INDUSTRIES, LTD

10.15 NON-ARBITRATION

The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, 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.

10.16 TIME OF THE ESSENCE

The City and Lessee shall agree that time is of the essence in performance of the Agreement.

10.17 ENTIRE AGREEMENT This Lease constitutes the entire Agreement between the City and Lessee, and any other written or parole agreement with the City is expressly waived by Lessee.

EXECUTED this _____ day of _____, 2022.

THE CITY OF LUBBOCK

ROBERT MADDEN INDUSTRIES, LTD

BY: _____
Tray Payne, Mayor

BY:  _____

Print: Ron Madden

ATTEST:

Title: President

Rebecca Garza, City Secretary

Date: 06/15/2022

APPROVED AS TO CONTENT:

 _____
Kelly Campbell, Executive Director

APPROVED AS TO FORM:

 _____
Mitchell Satherwhite,
Assistant City Attorney

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute a non-aeronautical lease agreement, with Marco Steel & Aluminum Co., for the lease of warehouses and premises for storing and processing steel and steel products at the Lubbock Preston Smith International Airport.

Item Summary

Marco Steel & Aluminum Co. has leased 3 warehouse buildings and associated land at the Lubbock Preston Smith International Airport since 2011, and is requesting continuation under a new lease agreement. The building rental rate is \$1.40 per square foot, per year, making the annual rental \$67,200, to be paid in monthly installments of \$5,600. The land rental rate is \$0.249 per square foot, per year, making the annual rental \$4,033.80 to be paid in monthly installments of \$336.15.

The rental rate will be adjusted annually by the Consumer Price Index (CPI). The initial term of the agreement will be for a period of 5 years, commencing on the execution of this agreement and ending on July 31, 2027, with the option to extend the agreement for 2 additional three-year periods.

Airport staff and the Airport Advisory Board recommend a non-aeronautical lease agreement with the Marco Steel & Aluminum Co.

Fiscal Impact

The lease will generate non-aeronautical annual revenue of \$71,233.80.

Staff/Board Recommending

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

Attachments

Resolution - Marco Steel & Aluminum
Marco Steel Lease Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Lease Agreement by and between the City of Lubbock and Marco Steel & Aluminum Co. for certain real property located at Lubbock Preston Smith International Airport (LPSIA), and related documents. Said Lease Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

ccdcs/RES.LeaseAgrmt- Marco Steel & Aluminum Co
June 27, 2022

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

LEASE AGREEMENT

This LEASE AGREEMENT, hereinafter referred to as the "Agreement" or "Lease," is entered into at Lubbock, Texas, by and between the **CITY OF LUBBOCK** (referred to herein as Lessor) and **MARCO STEEL & ALUMINUM CO.** (referred to herein as Lessee).

WITNESSETH:

WHEREAS, Lessor owns, controls, and operates the Lubbock Preston Smith International Airport (referred to herein as Airport), situated at Lubbock, Lubbock County, Texas, and has the authority to grant certain rights and privileges with respect thereto, including those hereinafter set forth: and

WHEREAS, Lessor deems it advantageous to itself and to its operation of the Airport to lease unto Lessee the premises described herein, together with certain privileges, rights, uses and interests therein, as hereinafter set forth; and

WHEREAS, Lessee intends to utilize the office space described herein for insurance business and other approved purposes'; and

WHEREAS, Lessee desires to lease office space at the office complex on the west side of the Airport from which to conduct its business;

NOW THEREFORE, for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, Lessor hereby grants to Lessee the rights and privileges hereinafter described; Lessee agrees to accept the duties, responsibilities, and obligations as hereinafter set forth; and the parties hereto, for themselves, their successors, and assigns, agree as follows:

ARTICLE ONE
DEMISE OF LEASED PREMISES

1.01 LEASED PREMISES. Lessor does hereby lease unto Lessee the premises described and being:

Warehouse space and land as shown on Exhibit "A" attached hereto and incorporated herein by reference, which warehouse space and land are hereinafter referred to as "leased premises" or "premises."

Building #714, 5612 N. David Avenue: 16,000 square feet

Building #716, 5618 N. David Avenue: 16,000 square feet

Building #718, 5620 N. David Avenue: 16,000 square feet

Adjacent Land East of Building #716: 16,200 square feet

1.02 PURPOSE AND PRIVILEGES. Lessee shall use the leased premises solely for the purpose of storing and processing steel and steel products.

Nothing in this Agreement shall be construed as granting to Lessee any right to operate any other business or concession on the Airport premises except as enumerated herein.

1.03 PUBLIC BENEFIT. If Lessee is authorized by this Lease to conduct business of any nature on the Airport, Lessee agrees to operate the Leased Premises for the use and benefit of the public and further agrees:

- a. To use reasonable efforts to furnish good, prompt, and efficient services adequate to meet all the demands for its services at the Airport;
- b. To furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof; and
- c. If applicable, to charge fair, reasonable, and nondiscriminatory prices for each unit of sale or service, provided that the Lessee may make reasonable nondiscriminatory discounts, rebates, or other similar types of price reductions for volume purchases.

ARTICLE TWO

TERM

- 2.01 TERM.** The term of this Agreement shall be for a period of five (5) years, commencing on _____ and ending on _____.

Lessee shall have the option to extend this Agreement for two (2) additional three (3) year periods. Written notice of Lessee's intent to exercise or not to exercise a renewal option must be received in the office of the Executive Director of Aviation (referred to herein as "Director") at least thirty (30) days prior to the expiration date of the original term or expiration of the first three (3) year option whichever applies.

- 2.02 HOLDOVER.** In the event the Lessee should hold over and remain in possession of the Leased Premises after the expiration of term of the Agreement, the rents, fees, and other charges paid during the holding over period shall be equal to a minimum of 150% of the monthly rents, fees, and other charges that were charged by the City at the time the Agreement expired. In no case shall a holdover by Lessee be construed to be a renewal or extension of the Lease.

ARTICLE THREE

RENTALS AND FEES

- 3.01 RENTAL.** In consideration of the rights and privileges herein granted, Lessee shall pay to the Lessor the following rentals and fees:

- A. **Building rental of #714:** 16,000 square feet @ \$1.40 per square foot per year. The annual rental being **TWENTY TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$22,400.00)**, which shall be due and payable, in twelve (12) equal monthly installments of **ONE THOUSAND EIGHT HUNDRED SIXTY SIX AND 67/100 DOLLARS (\$1,866.67)** per month.
- B. **Building rental of #716:** 16,000 square feet @ \$1.40 per square foot per year. The annual rental being **TWENTY TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$22,400.00)**, which shall be due and payable, in twelve (12) equal monthly installments of **ONE THOUSAND EIGHT HUNDRED SIXTY SIX AND 67/100 DOLLARS (\$1,866.67)** per month.

- C. Building rental of #718: 16,000 square feet @ \$1.40 per square foot per year. The annual rental being **TWENTY TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$22,400.00)**, which shall be due and payable, in twelve (12) equal monthly installments of **ONE THOUSAND EIGHT HUNDRED SIXTY SIX AND 67/100 DOLLARS (\$1,866.67)** per month.
- D. Land rental east of #716: 16,200 (180' X 90') square feet @ \$0.2490 per square foot per year. The annual rental being **FOUR THOUSAND THIRTY THREE AND 80/100 DOLLARS (\$4,033.80)** per year, which shall be due and payable, in twelve (12) equal monthly installments of **THREE HUNDRED THIRTY SIX AND 15/100 DOLLARS (\$336.15)** per month.

3.02 ADJUSTMENT OF RENTS. The parties hereto mutually agree that during the term of this Agreement, all rents shall be adjusted every five years thereafter based on the findings of a Rent Study. The City shall engage an Appraiser to determine market value. The Appraiser shall use current appraisal methods that are appropriate for appraising Airport land and/or improvements. Appraiser shall use an appropriate and justifiable rate of return for Airport properties. The subject property shall be appraised assuming that highest and best use is aviation related. Additionally, the appraisal shall meet the Uniform Standards of Professional Appraisal Practice. The first such Rent Study and rent adjustment in accordance with this provision shall not occur before in the first five years following the effective date of this Agreement.

3.03 CONSUMER PRICE INDEX. On an annual basis between each Rent Study, the parties hereto mutually agree that during the term of this Agreement, except as otherwise might be set out in this Agreement, the rental rates for the office space and common space will be adjusted upward or downward for each ensuing calendar year beginning January 1, 2023, in direct proportion to the fluctuation in the U. S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for All Urban Consumers. Any adjustment to the rental rates resulting from changes in the CPI shall be determined by calculating the increase or decrease in the CPI for the preceding twelve (12) months.

3.04 PAYMENTS. All rental payments are due and payable on or before the **15th** day of each month this Agreement is in effect and shall be made at the office of the Director, Lubbock Preston Smith International Airport, 5401 N. MLK Blvd., Unit 389, Lubbock,

Texas 79403. Lessee shall pay Lessor a late payment charge of five percent (5%) of the total amount of rentals payable if payment of such rentals is not made when due.

- 3.05 DEFAULT FOR FAILURE TO PAY RENTALS OR FEES.** If Lessee fails to pay any rent due and owing to Lessor hereunder within fifteen (15) days of the due date, the Director shall provide written notice to the Lessee. Thereafter, if the rent remains unpaid for more than fifteen (15) days after such notice is received, Lessor may exercise its rights under Article Seven of this Agreement.

ARTICLE FOUR

RIGHTS RESERVED TO CITY

4.01 SAFETY

City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from constructing or permitting construction of any building or other structure on or off the Airport which, in the opinion of City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

4.02 MAINTENANCE OF PUBLIC AREA

City reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport. Lessee will perform no maintenance activities outside the Leased Premises without the consent of the Director.

4.03 STANDARDS

City reserves the right to establish reasonable standards for the construction and maintenance of and alterations, repairs, additions, or improvements of Lessee's facilities. This includes structural design, color, materials used, landscaping, and maintenance of Lessee's facilities and Leased Premises. Lessee shall comply with applicable statutes, ordinances, building codes, and rules and regulations of all governmental agencies as may have jurisdiction at the time. Subject to Lessee's Duty to Repair (5.02), City will not require Lessee to reconstruct or alter an existing improvement that has been constructed and maintained in good condition under a prior design standard.

4.04 TIME OF EMERGENCY

During time of war or national emergency, the City shall have the right to lease the landing area and any other portion of the Airport to the United States for governmental use and if any such lease is executed, the provisions of this instrument and any associated rentals and fees, insofar as they are inconsistent with the provisions of the lease to the United States, shall be suspended.

4.05 DEVELOPMENT OF AIRPORT

City reserves the right to further develop or improve the Airport. However, the City shall notify Lessee, in writing, prior to the planned development or improvement affecting Lessee's Leased Premises.

4.06 SPONSOR'S ASSURANCE SUBORDINATION

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States concerning the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States be to take any of the property under this Lease or otherwise diminish the commercial value of this Lease, the City shall not be held liable therefor. However, if the commercial value is appreciably diminished, City and Lessee shall engage in good faith negotiations to determine a fair and equitable adjustment to rentals and fees.

The City covenants and agrees that it will during the term of this Agreement operate and maintain the Airport as a public facility consistent with and pursuant to the Assurances given by the City to the United States Government under federal law.

4.07 INSPECTION OF LEASED PREMISES

City reserves the right to conduct inspections of the Leased Premises at reasonable times to ensure fire, safety, and sanitation regulations and other provisions contained in this Lease are being adhered to by the Lessee.

4.08 INSPECTION OF BOOKS & RECORDS

The Lessee, following accepted accounting practices and procedures, will maintain true and accurate books, records and receipts, which will show Fuel flowage. Such books and records may be inspected at any time by City or its duly authorized representatives at Lubbock, Texas, upon reasonable notice to Lessee. In the event Lessee requests such inspection to be performed outside the Lubbock area, such request may be honored at

City's discretion; however, any and all expenses incurred by so doing shall be reimbursed by the Lessee. Lessee agrees to furnish facts and figures necessary to determine the amount to be paid City.

ARTICLE SIX

LESSEE'S RIGHTS, PRIVILEGES, AND OBLIGATIONS

5.01 LESSEE'S RIGHTS

During the term of this Lease, Lessee, and its tenants shall have use of, in common with others at the Airport, and free of additional charge, all runways, taxiways, public ramps, and public parking areas available at the Airport, and the right of ingress to and egress from the above described Premises, which right shall extend to Lessee's Employees, guests, invitees, tenants, and patrons. Lessee has the right and privilege to control activity on its Leased Premises subject to applicable federal, state, and local rules and regulations. If, during the term of this Agreement and Lessee is in Good Standing, the use of the Airport by Lessee is temporarily suspended, restricted, or interfered with for a period of thirty (30) consecutive days or more for reasons beyond the practical control of the City, in such manner so as to substantially affect the use of the Leased Premises or operation of Aircraft by Lessee or its tenants, all fees during such period shall abate and the term of the Agreement shall, at the election of Lessee, be extended for an equivalent period of time.

5.02 LESSEE'S DUTY TO REPAIR

Except as provided herein, any property of City, or for which City may be responsible, which is damaged or destroyed incident to the exercise of the rights or privileges herein granted, or which damage or destruction is occasioned by the negligence of Lessee, its Employees, agents, servants, patrons, or invitees shall be properly repaired or replaced by Lessee to the reasonable satisfaction of the Director. In lieu of such repair or replacement, Lessee shall, if so required by the Director, pay City the replacement cost of such property.

5.03 PARKING

Lessee shall at its sole cost and expense provide adequate and suitable parking areas for use by its customers, Employees, patrons, guests, and invitees upon its Premises.

5.04 WAGES

The Parties hereto acknowledge and agree that any Improvements constructed on the Leased Premises by Lessee shall be considered Public Works for the purposes of determining applicability of Chapter 2258, Texas Government Code. The Parties further agree that all wages paid by Lessee in connection with the construction of said Improvements shall comply with the prevailing wage requirements set forth in state and federal law including Chapter 2258, Texas Government Code.

5.05 WARRANTY OF NO SOLICITATION

Lessee warrants that it has not employed any person employed by City to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee.

5.06 LESSEE'S OBLIGATIONS

Lessee shall be responsible for maintaining an on-going business at the Airport and complying with the PMCDs throughout the term of the Agreement. Additionally, any modifications to the business or corporate structure of the Lessee shall be communicated in advance to the Director.

Lessee shall be responsible for the conduct, demeanor, and appearance of Lessee's representatives, officers, officials, Employees, agents, and volunteers at the Airport and on the Lease Premises. Lessee shall be responsible for conducting Lessee's authorized Activities in a manner that does not interfere with or disturb others while also complying with applicable Legal Requirements.

Lessee shall be responsible for promptly paying when due and owing all:

- A. **UTILITIES** - Lessee shall assume and pay for all costs or charges for metered utility services provided to Lessee at the Premises during the term of this Agreement. Lessee shall have the right, with written approval of City, to connect to any storm and sanitary sewers, and water, and utility outlets, the cost of usage, extension, installation, and meters, where required, to be paid by the Lessee.
- B. **TRASH, GARBAGE, REFUSE, ETC.** - Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse produced as a result of Lessee's business operations on the Leased Premises.
- C. **PAYMENT OF TAXES, FEES, AND ASSESSMENTS** - The Lessee agrees to pay promptly when due all federal, state, and local government taxes, license fees, and

occupation taxes levied on either the Leased Premises or on the business conducted on the Leased Premises or on any of Lessee's property used in connection therewith, except as provided herein.

Taxation may be subject to legal protest in accordance with the provisions of the taxing authority whose levy is questioned. Any protest shall be at the sole expense of Lessee. Delinquency in payment of such obligations after any protest has been settled shall, at the option of the City, be cause for immediate termination of this Lease.

D. PAYMENT OF EXPENSES - All costs, expenses, and other charges relating to the Leased Premises, Improvements, and/or Lessee's Activities.

5.07 BASED AIRCRAFT

If Based Aircraft are located on the Leased Premises, the Lessee shall provide an annual Based Aircraft report to the Director in compliance with the PMCDs.

5.08 AMERICANS WITH DISABILITIES ACT

Lessee shall be solely and fully responsible for complying with the Americans with Disabilities Act of 1990 as amended from time-to-time, with respect to the Leased Premises and its Activities at the Airport.

5.09 NON-DISCRIMINATION PRACTICES

Lessee, its agents and Employees will not discriminate against any person or class of persons by reason of race, creed, color, national origin, age, sex, or disability in providing any services or in the use of any of its facilities provided for the public. Lessee further agrees to comply with such enforcement procedures as the United States Government might demand that the City take in order to comply with the Sponsor's Assurances.

Lessee agrees not to discriminate against any Employee or applicant for employment because of race, creed, color, national origin, age, sex, or disability.

5.10 SECURITY ACCESS

Lessee agrees to control all access to the Aircraft Operations Area (AOA) through the Leased Premises and through gates assigned to or controlled by Lessee so as to prevent unauthorized entry to the airfield by persons, animals, or vehicles. In the event that unauthorized access to the AOA is gained through the Leased Premises or any area which Lessee controls or is obligated to control, any fines or penalties assessed by the Transportation Security Administration (or other authorized Agency) shall be the responsibility of the Lessee and Lessee hereby agrees to promptly pay all such fines or

penalties without delay and make any and all requested changes in operations or facilities necessary to maintain Airport security and prevent reoccurrence of any unauthorized entry. Lessee shall place appropriate signage on all doors with AOA access to prevent unauthorized access. Failure to comply with this paragraph shall be cause for immediate termination of this Agreement by City

ARTICLE SIX

GENERAL CONDITIONS

This Lease is granted subject to the following provisions and conditions. Failure of the Lessee to comply with any requirement of Article Six shall be cause for immediate termination of this Agreement by Lessor.

6.01 RULES AND REGULATIONS. City reserves the right to issue through its Director such reasonable rules, regulations and procedures for activities and operations conducted on the Airport as deemed necessary to protect and preserve the safety, security, and welfare of the Airport and all persons, property, and facilities located thereon.

The Lessee's officers, agents, employees, and servants will obey all rules and regulations which may be promulgated from time to time by the City or its authorized agents at the Airport, or by other lawful authority, to ensure the safe and orderly conduct of operations and traffic on the Airport. Lessee shall pay for all licenses, permits, clearances, rights-of-way and other matters necessary to conduct business. Lessee shall pay all fees, taxes and charges assessed under State, local or Federal statutes or ordinances insofar as they are applicable.

6.02 ADDITIONS, IMPROVEMENTS OR ALTERATIONS. Lessee shall not make, permit or suffer any additions, improvements or alterations to the leased premises which constitute any major structural change or changes without first submitting plans and specifications for such additions, improvements or alterations to the Director and securing prior written consent from the Director. Any such additions, improvements or alterations made with the consent of the Director shall be solely at the expense of the Lessee and, unless such consent provides specifically that title to the additions or

improvements so made shall vest in the Lessee, title thereto shall at all times remain in Lessor, and such additions or improvements shall be subject to all terms and conditions of this Agreement, provided however, that any trade fixtures installed by Lessee may be removed by Lessee at its expense. The Lessee agrees to hold Lessor harmless from all Mechanic's and Materialman's Liens arising from any construction, additions, improvements, repairs or alterations effected by the Lessee. Any property installed or added by Lessee which becomes permanently attached to the leased premises shall become the property of Lessor upon termination of this Agreement, provided however, that any trade fixtures installed by Lessee may be removed by Lessee at its expense.

6.03 **ADVERTISING.** The Lessee will erect no outdoor advertising or identification signs and will distribute no advertising on the Airport without the prior written consent of the Director. Said consent will not be unreasonably withheld. However, such prior written consent shall not be required for advertising placed by Lessee with any other party having the right to sell, rent or offer Airport terminal advertising space.

6.04 **LIENS PROHIBITED.** The Lessee shall not bind or attempt to bind the Lessor for payment of any money in connection with the construction, installations, alterations, additions or repairs on the leased premises or any Lessee's equipment or facilities located on the leased premises, and Lessee shall not permit any mechanic's, materialsman's or contractor's liens to arise against the leased premises or any improvements thereon, or any equipment, machinery or fixtures thereon belonging to the Lessor, and Lessee expressly agrees that it will keep and save the premises and the Lessor harmless from all costs and damages resulting from any liens of any character created or that may be asserted through any act or thing done by Lessee.

In the event that, as a result of Lessee's actions, any mechanic's lien or other lien or order for payment shall be filed against the leased premises or improvements thereon, or against Lessor-owned property located thereon during the initial term hereof, or during any subsequent extension, Lessee shall defend on behalf of the Lessor, at Lessee's sole cost and expense, any action, suite or proceeding which may be brought thereon or for the enforcement of such lien or order. Failure of the Lessee to comply with any requirement of this section after having received fifteen days written notice thereof shall be cause for termination of this Agreement by the Lessor.

6.05 INSPECTION OF LEASED PREMISES. Lessee agrees that the leased premises will be kept reasonably clean and free of all debris and other waste matter. Lessor, acting by and through the Director or other designated representative, shall have the right to conduct inspections of the leased premises at all reasonable times to ensure that fire, safety and sanitation regulations and other provisions contained in this Lease are being adhered to by the Lessee.

6.06 CUSTODIAL AND MAINTENANCE SERVICES. The Lessee shall, at its own cost and expense, maintain the leased premises, in a safe, clean, and presentable condition reasonably free of trash, debris and weeds and consistent with good business practices. Lessee shall repair all damages to said leased premises caused by its employees, patrons or business operations thereon; shall perform all maintenance and repair to the interior, including all HVAC and venting systems; and shall repaint the building as necessary to maintain a clean and attractive appearance. Lessee shall also maintain any drainage structures or other improvements installed for the benefit of Lessee, septic systems, ceilings, floor coverings, locks, doors, overhead doors, specialized ramp doors, window glass, parking lots, and/or surfaces used for employee and/or customer parking.

Lessor shall assume no responsibility for the condition of the leased premises and shall not assume any responsibility for maintenance, upkeep or repair necessary to keep the premises in a safe and serviceable condition.

The Lessor shall, at its own cost and expense, maintain the roof, foundation and structural floors and slabs, and load bearing walls, and utility connections to the point of disconnect. Lessor shall not, however, be responsible for repair to the extent that insurance coverage will provide payment.

Upon written notice by Lessor to Lessee, Lessee shall be required to perform whatever reasonable maintenance Lessor deems necessary. If said maintenance is not undertaken by Lessee within twenty (20) days after receipt of written notice, Lessor shall have the right to enter upon the leased premises and perform the necessary maintenance, the cost of which shall be borne by Lessee. Lessee shall not, in any case, be required to pay for cost of mitigation, abatement or removal of asbestos not installed by Lessee.

6.07 UTILITIES. Lessee herein agrees to assume responsibility for the payment of all public utility charges connected with Lessee's use of the warehouse space including, but not

limited to water, gas, electricity, telephone and sewer service. Lessee shall have the right, with written approval of Lessor, to connect to any storm and sanitary sewers and water and utility outlets, the cost of usage, extension, installation and meters, where required, to be borne by the Lessee.

6.08 **TRASH, GARBAGE, REFUSE, ETC.** Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse produced as a result of Lessee's business operations on the leased premises.

6.09 **TAXES, FEES, ASSESSMENTS AND LICENSE.** The Lessee agrees to pay promptly when due all federal, state and local government taxes, license fees and occupation taxes levied on either the leased premises or on the business conducted on the leased premises or on any of Lessee's property used in connection therewith, except as provided herein.

Taxation may be subject to legal protest in accordance with the provisions of the taxing authority whose levy is questioned. Any protest is at the sole expense of Lessee. Delinquency in payment of such obligations after any protest has been settled shall, at the option of the Lessor, be cause for immediate termination of this Lease.

6.10 **INSURANCE.** Lessee shall carry and maintain insurance at all times that this Lease is in effect, at Lessee's sole expense with an insurance underwriter authorized to do business in the State of Texas and acceptable to the Lessor, against claims of general liability and workers' compensation resulting from Lessee's business activities at the Airport.

General Liability Insurance – The amount of insurance coverage shall not be less than **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)** for Combined Single Limit General Liability Insurance.

Workers' Compensation – The Lessee shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code, as same may be amended. Further, Lessee shall maintain said coverage throughout the term of this Lease and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Lessee maintains said coverage. Any termination of worker's compensation insurance coverage by Lessee or any cancellation or nonrenewal of worker's compensation insurance coverage for the Lessee shall be a material breach of this Lease.

Employer Liability – Lessee shall carry and maintain Employer Liability coverage for the protection of Lessor, naming Lessor as an additional insured, in an amount no less than **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)**.

Hazard and Extended Coverage – Lessee shall procure from a company authorized to do business in the State of Texas and keep in force Hazard and Extended coverage insurance upon the Leased Premises to 80% of the full insurable value and shall furnish Lessor with evidence that such coverage has been procured and is being maintained. Lessor shall be named as additional insured on the policy.

To the extent permitted by law, the above-mentioned policies shall all include a waiver of subrogation. Certificates of insurance or other satisfactory evidence of insurance shall be filed with the Director prior to entry upon the Leased Premises by the Lessee. The General Liability policies shall name the Lessor as an additional insured, require the insurer to notify the Director of any alteration, renewal or cancellation, and remain in full force and effect until at least ten (10) days after such notice of alteration, renewal or cancellation is received by the Director.

- 6.11 **INDEMNIFICATION.** The Lessee shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts and omissions, and the Lessor shall in no way be responsible therefor. Lessee shall indemnify and hold harmless, to the fullest extent permitted by law, Lessor, and Lessor's respected officers, employees, elected officials and agents, from and against any and all losses, damages, claims or liabilities, of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner or form, the activities of Lessee contemplated hereunder, or the omission of the Lessee's activities contemplated hereunder, including, but not limited to, losses, damages, claims or liabilities arising from or related to, in any way, manner or form, the act or omission of third parties on the premises herein leased. Lessee further covenants and agrees to defend any suits or administrative proceedings brought against Lessor and/or Lessor's respective officers, employees, elected officials and/or agents on account of any claim for which it is obligated to indemnify Lessor, and to pay or

discharge the full amount or obligation of any such claim incurred by, accruing to, or imposed on Lessor, or Lessor's respective officers, employees, elected officials and/or agents, as applicable, resulting from any such suits, claims, and/or administrative proceedings or any matters resulting from the settlement or resolution of said suits, claims, and or administrative proceedings. In addition, Lessee shall pay to Lessor, Lessor's respective officers, employees, elected officials and/or agents, as applicable, all attorneys' fees incurred by such parties in enforcing Lessee's indemnity in this section. Both parties hereby agree to mutually release each other and their respective officers, employees, elected officials and agents, shall not be liable, and both parties hereby release each other, and their respective officers, employees, elected officials and agents, for, from and/or against any losses, damages, claims or liabilities to Lessee, on any theory of legal liability, including, but not limited to the negligence, of any type of degree, or fault, of either party, arising from or related to, in any way, manner or form, the unenforceability or voidance, for any reason, of all or any part of this Agreement. The indemnity and release provided herein shall survive the termination or voidance of this Agreement.

Indemnification – Environmental Harm. Without limiting any provisions of this Agreement, Lessee shall also defend, indemnify and hold Lessor and its respective officers, employees, elected officials and agents harmless from and against all suits, actions, claims, demands penalties, fines liabilities, settlements, damages, costs and expenses (including but not limited to reasonable attorney's and consultant's fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, brought against Lessor arising out of or in any way related to:

1. Any actual, threatened or alleged contamination by hazardous substances of the premises or contamination by hazardous substances of the Airport by Lessee or its agents;
2. The presence, disposal, release or threatened release of hazardous substances by Lessee or its agents at the Airport that is on, from or affects the soil, air, water, vegetation, buildings, personal property, persons, animals or otherwise;

3. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to hazardous substances by Lessee at the Airport; or
 4. Any violation by Lessee of any Environmental Laws that affects the Airport.
- 6.12 **NON-DISCRIMINATION PRACTICES.** Lessee, its agents and employees will not discriminate against any person or class of persons by reason of age, sex, race, color, handicap, religion or national origin in providing any services or in the use of any of its facilities provided for the public, in any manner prohibited by Federal Aviation Administration Regulations. Lessee further agrees to comply with such enforcement procedures as the United States Government might demand that the Lessor take in order to comply with the Sponsor's Assurances.
- Lessee agrees not to illegally discriminate against any employee or applicant for employment because of age, sex, race, color, handicap, religion or national origin.
- 6.12 **BUSINESS SOLICITATIONS.** All of Lessee's business operations and solicitations will be confined to the leased premises or such other premises at the Airport that have been leased to Lessee.
- 6.13 **NO ASSIGNMENT OR SUBLETTING.** Lessee will not directly or indirectly assign, sublet, sell, hypothecate or otherwise transfer this Lease or any portion of the leased premises without the prior written consent of the Director. No such assignment or subletting shall affect Lessee's obligations to make all required rental payments hereunder.
- 6.14 **EXCLUSIVITY.** Lessee's right to conduct business at the Airport shall be nonexclusive.
- 6.15 **WAIVER.** The failure of Lessor to insist in any one or more instance upon performance of any of the terms, covenants or conditions of this Lease shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions, and Lessee's obligation with respect to such future performance shall continue to be in full force and effect. Furthermore, the acceptance of rentals or fees by Lessor after Lessee's failure to perform, keep or observe any of the terms, covenants or conditions of the Lease shall not be deemed a waiver by Lessor to cancel this Agreement for such failure.

- 6.16 **TITLE TO LEASED PREMISES.** Lessee agrees that it does not acquire any equity or title to the leased premises as a result of this Agreement and that the property herein leased shall remain the sole property of Lessor. Lessor grants Lessee a leasehold interest by and through this Agreement.
- 6.17 **STORED CONTENTS.** Lessee agrees to limit the outside storage of any and all materials, components, assemblies and repaired and manufactured products to the leased premises and to control the growth of vegetation and weeds on the leased premises extending outward a distance of ten (10) feet.

ARTICLE SEVEN

TERMINATION

7.01 TERMINATION

The Agreement shall terminate at the end of the term. Lessee shall have no further right or interest in any of the Premises or improvements hereby demised, except as provided herein.

7.02 TERMINATION BY LESSEE

The Lessee may, at the Lessee's option and provided the Lessee is Current and in Good Standing, terminate the Agreement on the occurrence of any one or more of the following events:

1. The permanent abandonment or closure of the Airport by the City as a commercial service airport.
2. The lawful assumption by the United States Government, or any authorized Agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner that substantially restricts Lessee for a period of at least ninety (90) days from operating thereon.
3. In the event of acquisition by Condemnation or the exercise of the power of eminent domain (by any Agency permitted to take property for public use) of any land or improvements associated with Lessee's Leased Premises, Lessee shall not institute any action or proceeding or assert any claim against the City for Compensation or consideration of any nature. All Compensation or consideration awarded or paid to Lessee upon a total or partial acquisition of the Leased Premises to the extent not related to Lessee's improvements (which for

these purposes shall not include any Compensation or consideration from City) shall belong to the City without any participation of Lessee.

4. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use and operation of the Airport for a period of at least ninety (90) days.
5. The default of the Lessor in the performance of any covenant or agreement herein required to be performed by the Lessor and the failure of the Lessor to remedy such default for a period of sixty (60) days after receipt from Lessee of written notice to remedy the same.
6. Failure of Lessor to maintain the landing area of the Airport for a period of at least sixty (60) days, which results in Lessee's inability to conduct business operations.

Lessee may recover directly from the condemning Agency the value of any claim relating to a taking of Lessee's improvements, provided that no such claim shall diminish or otherwise adversely affect the City's award.

In the event of an acquisition by Condemnation or eminent domain of all interest in the Leased Premises, Lessee's obligation to pay rent shall cease and all leasehold interest created shall cease.

In the event of an acquisition by Condemnation or eminent domain of a portion of interest in the Leased Premises, Lessee's obligation to pay rent shall cease as it pertains to the specific portion of the Leased Premises acquired.

If the Condemnation or eminent domain substantially impairs the conduct of the Lessee's Activities and equates to more than 50% of the total Leased Premises, Lessee may terminate the Agreement by notifying the City. If the Agreement is not terminated by the Lessee, the rent shall be adjusted accordingly.

Lessee may exercise such right of termination by giving sixty (60) days advance written notice to the City at any time after the lapse of the applicable periods of time and this Lease shall terminate as of the sixty first (61st) day after such notice is given. Rental due hereunder shall be payable only to the effective date of said termination.

7.03 TERMINATION BY CITY

Any default or breach of this Agreement by Lessee shall constitute a default or breach of all agreements between the City and Lessee. The City shall consider any of the following a default or breach under the Agreement:

1. Failure to comply with Legal Requirements, Assurances, PMCDs, Airport's policies, standards, rules, regulations, and directives.
2. Failure to perform any condition, obligation, or privilege contained in this Agreement.
3. Failure of a Lessee to obtain prior written consent from the Director before conducting additional Activities.
4. Failure to obtain prior written consent from the Director before making any improvements to the Leased Premises and/or at the Airport.
5. Failure to obtain prior written consent of the Director to sublease (or attempt to sublease) any portion of the Leased Premises.
6. Any sale or assignment of the Leased Premises or Agreement made (or attempted to be made) without the prior written consent of the Director
7. Any change in controlling ownership of Lessee made (or attempted to be made) without the prior written consent of the Director.
8. Any encumbrance of the Leased Premises or Improvements on the Leased Premises made (or attempted to be made) without the prior written consent of the Director.
9. Failure to properly maintain the Leased Premises or promptly pay all utilities, insurance, and taxes when due and owing.
10. The filing of bankruptcy and/or assignment of substantially all Lessee's assets for the benefit of Lessee's creditors.
11. The filing of a lien against the leased Premises.
12. The voluntary abandonment of the Leased Premises.
13. Falsification of any record so as to deprive the City of any rights, privileges, rents, fees, or other charges under the Agreement.
14. Failure to remain Current or in Good Standing.

The failure of Lessee to observe or perform any of the terms and conditions of the Agreement, or the failure of Lessee to perform any of the terms and conditions of any other agreement with the City in any material respect such failure which shall have continued for thirty (30) days after written notice from the Director, and without meaningful steps having been taken by Lessee to cure such default.

Once the Agreement is terminated, City's agents may enter upon the Leased Premises and take immediate possession of the same and remove Lessee's effects. Any rental due hereunder shall be payable to said date of termination.

It is agreed failure to declare this Lease terminated upon the default of Lessee for any of the reasons set forth above shall not be construed as a waiver of any of the City's rights hereunder or otherwise bar or preclude City from declaring this Agreement terminated as a result of any subsequent event of default under this Agreement.

The acceptance of rentals or fees by City for any period or periods after a default of any of the terms, covenants, or conditions herein contained shall not be construed to be or act as a waiver by City of any subsequent default by the Lessee.

7.04 REPLACEMENT AFTER DAMAGE

It is agreed between the parties hereto that in the event the Leased Premises are damaged by fire or other accidental cause during the initial term of this Lease so as to become totally or partially untenable, the City shall have the option to restore the Premises to their former condition. If the City elects to exercise the option, the City shall give Lessee notice in writing of its election within thirty (30) days of the occurrence of such damage. If the City elects to restore the Premises, the City shall proceed with due diligence and there shall be an abatement of the rent until repairs have been made for the time and to the extent for which the Premises, or part thereof, have been untenable. Should the City not exercise the option to restore the Premises, the lease of such untenable portion of the Premises shall cease and terminate effective on the date of damage by fire or other accidental cause.

7.05 OWNERSHIP

Within ninety (90) days after expiration of this Agreement as herein provided, the Lessee shall have the option to remove all improvements, constructed or placed thereon, except for any pavement area constructed by Lessee and return land to a clean and level condition. Lessee shall give City thirty (30) days written notice prior to expiration of the Agreement of Lessee's intent to exercise such option. In the event Lessee chooses not to exercise its option to remove from the Premises such improvements, Lessee may choose to surrender title to such improvements to City, subject to the approval of City. Lessee covenants and agrees to pay all reasonable costs, attorney's fees and expenses that shall be incurred by the City in enforcing the covenants and conditions of this Agreement, in the event the Lessee fails to pay expenses within thirty (30) days such property will be

deemed abandoned and title will revert to the City; however, this in no way relieves the Lessee of the debt incurred.

7.06 REMOVAL OF LESSEE'S PROPERTY

The Lessee shall have the right, within thirty (30) days after the termination of this Lease, whether such termination comes upon expiration or under any provision of this Lease, to remove from the Leased Premises all of Lessee's furniture, fixtures, equipment, furnishings, and other personal property which has not become the property of the City. Lessee shall restore the Premises to the original condition, normal wear and tear excepted. The City, however, shall have a lien on all of Lessee's property to secure any unpaid rentals or other revenue due the City; and Lessee's right to remove property from the Leased Premises is conditioned upon all amounts due the City from Lessee having been paid in full. Unless a renewal agreement is executed, property left on the Premises after thirty (30) days from the date of termination of this Agreement shall be deemed abandoned and will become the property of the City, and may be disposed of as the City sees fit, without any liability to the Lessee to account for the proceeds of any sale; and the City, at its option, may require Lessee to remove the abandoned property and may charge rent from the date of expiration or termination of this Agreement through the day of final removal of the property, or of notification to the Lessee of the abandonment of the property and taking by the City, as the case may be. Lessee shall have ninety (90) days to remove any Lessee-owned buildings.

7.07 SURRENDER LEASED PREMISES

The Lessee covenants and agrees that at the expiration of the term of this Lease, or upon earlier termination as provided elsewhere in this Agreement, Lessee will quit and surrender the Leased Premises and the improvements in good condition, reasonable wear and tear excepted. City shall have the right to take possession of the Leased Premises and the improvements, subject to the limitations expressed in Article Ten, of this Lease, with or without process of law.

ARTICLE EIGHT

SUBLEASE, SALE, ASSIGNMENT, OR TRANSFER

8.01 SUBLEASING

Lessee shall not sublease, sell, assign, or transfer the Agreement, in whole or in part, or any interest in the Agreement, or any rights or obligations the Lessee has under the Agreement, without the prior written consent by the Director.

A. SUBLESSEE OBLIGATIONS

If Lessee receives written consent from the Director, Sublessee shall comply with the PMCDs and all applicable Legal Requirements.

B. SUBLEASING RESTRICTIONS

If Lessee receives written consent from the Director, Sublessee shall be subject to all applicable terms and conditions of the Lessee's Agreement governing the land and/or improvements being subleased. Any Sublease made contrary to the requirements of this section shall be null and void.

8.02 SALE, ASSIGNMENT, OR TRANSFER

Lessee shall not sell, assign, or transfer the Agreement, in whole or in part, or any interest in the Agreement, or any rights or obligations the Lessee has under the Agreement, without the prior written consent by the Director.

- If Lessee is desirous of such a sale, assignment, or transfer, the Lessee shall submit a written request to the Director for approval. The request shall be accompanied by a completed Application by the entity requesting assignment (Assignee).
- At the time a sale, assignment, or transfer is approved in writing by the Director, the Lessee shall reimburse the City for attorney's fees and expenses incurred by the City relating to the sale, assignment, or transfer in the sole discretion of the City.
- The Assignee shall satisfy all criteria set forth in all PMCDs and all applicable Legal Requirements.

Written consent of the Director is not required in connection with: (a) the merger, consolidation, or reorganization of the Lessee with any Affiliate of the Lessee, (b) the sale of all or substantially all of the assets of the Lessee to any Affiliate of the Lessee, or (c) assignment to any Affiliate of the Lessee.

Any sale, assignment, or transfer, with exception of the situations and/or circumstances noted in this section, made without the prior written consent of the Director shall be considered null and void.

8.03 CHANGE IN CONTROLLING OWNERSHIP

Any change in the controlling ownership of a Lessee is subject to the prior written consent of the Director, which consent, subject to the process described below, shall not be unreasonably withheld, conditioned, or delayed.

If a Lessee is desirous of changing its controlling ownership, the Lessee shall submit a completed Application to the Director for review. If the Application is acceptable to the Director, the Director shall submit the Application and a recommendation to the City for review and consideration.

- At the time the change in controlling ownership is approved in writing by the Director, the Lessee shall reimburse the City for attorney's fees and expenses incurred by the City relating to the application for change of controlling ownership in the sole discretion of the City.

Any change in controlling ownership made without the prior written consent of the Director shall be considered null and void.

8.04 ENCUMBRANCES AND MORTGAGES

Lessee shall not mortgage, pledge, assign as collateral, encumber or in any manner transfer, convey, or dispose of the Leased Premises or any interest therein without the prior written consent of the Director.

If Lessee is desirous of mortgaging, pledging, assigning as collateral, encumbering or in any manner transferring, conveying, or disposing of the Leased Premises or any interest therein, the Lessee shall submit a written request to the Director for review. If the request is acceptable, the Director shall submit the request and a recommendation to the City for review and consideration.

- At the time the request is approved in writing by the Director, the Lessee shall reimburse the City for attorney's fees and expenses incurred by the City relating to the encumbrance request in the sole discretion of the City.

Any encumbrance made without the prior written consent of the City shall be considered null and void.

8.05 RELOCATION

In the event that relocation is deemed necessary (e.g., to correct deviations from 14 CFR Part 77, to ensure consistency with the Airport Layout Plan, etc.), the City shall provide Airport land and/or Improvements that are similar to the Airport land and/or Improvements currently being occupied and/or used by the Lessee. Such Airport land

and/or Improvements shall be leased to the Lessee under the same terms and conditions as stipulated in the existing Agreement.

If similar Airport land and/or Improvements are not available, the City may, in its sole discretion, buyout the leasehold interest held by the Lessee at the market value determined by an Appraiser engaged by the City. If Lessee disagrees with the market value conclusion reached by the Appraiser, the Lessee shall have the right to initiate a dispute resolution process.

If the relocation is solely for the benefit of the City, the City shall pay all reasonable (and verifiable) relocation costs and expenses associated with relocating the Lessee. Relocation shall follow all applicable federal, FAA, and Texas Legal Requirements for relocation proceedings and any appraisal report shall meet the requirements of such.

8.06 RIGHTS OF OTHERS

It is clearly understood by the Lessee that any person, firm, or corporation operating Aircraft at the Airport has the right or privilege to perform any services on its own Aircraft with its own regular Employees (including, but not limited to, maintenance and repair). The rights of said person, firm, or corporation are subject to the rights of Lessee as set forth in 1.02.

8.07 EXCLUSIVITY

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an Exclusive Right to conduct any Activities, including, but not limited to charter flights, pilot training, Aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, Aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other Activities, repair and maintenance of Aircraft, sale of Aircraft parts, and any other Activities which because of their direct relationship to the operation of Aircraft can be regarded as an Activity.

8.08 NO RESIDENTIAL USE

It is understood and agreed Lessee shall not permit or enter into any arrangement that results in permission for the leased premises to be used as a residence.

8.09 STORAGE USE

The Leased Premises shall be used solely for aviation-related purposes. Storage of non-aviation related property inside hangars is strictly prohibited.

ARTICLE NINE
MISCELLANEOUS PROVISIONS

9.01 CONFLICT OF INTEREST

The Lessee acknowledges that it is informed that Texas law prohibits contracts between the City of Lubbock and its “officers” and “Employees,” and that the prohibition extends to officers and Employees of the City of Lubbock agencies, such as City-owned utilities, and certain City of Lubbock boards and commissions, and to contract with any partnership, corporation, or other organization in which the officers or Employees have a substantial interest. Lessee certifies (and this Agreement is made in reliance thereon) that neither the Lessee nor any person having an interest in this Agreement is an officer or Employee of the City of Lubbock or any of its agencies, boards, or commissions.

9.02 NO WAIVER

City shall not waive the right to enforce the Agreement, in whole or in part.

9.03 LICENSES, CERTIFICATIONS, AND PERMITS

Lessee shall have (and provide copies to the Director upon request) all licenses, certifications, and permits required to conduct Lessee’s Activities.

9.04 INDEPENDENT ENTITIES

This Agreement shall not be construed to establish a partnership or joint venture between the City and Lessee.

9.05 BINDING EFFECT

This Agreement shall be binding on and for the benefit of the heirs, successors, and assigns of the City and the Lessee.

9.06 SUBORDINATION

This Agreement is subordinate to any agreement between the City and the United States Government, the State of Texas, or any other Agency having jurisdiction.

9.07 NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF CITY

No officer, elected official, Employee, agent, or representative, etc. of City shall be personally liable for a default or liability under this Agreement.

9.08 GOVERNING LAW AND VENUE

This Agreement shall be made in accordance with the laws of Texas and venue shall be in a court of competent jurisdiction in Lubbock County, Texas.

9.09 PARAGRAPH HEADINGS

The paragraph headings in this Agreement shall only be used as a matter of convenience and/or reference.

9.10 SEVERABILITY

If a provision of the Agreement is held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the invalidity, voiding, or unenforceability of such provision shall not in any way affect the validity of any other provisions of the Agreement.

9.11 COUNTERPARTS

If this Agreement is executed in counterparts, each shall be deemed an original and which together shall constitute one and the same Agreement.

9.12 MODIFICATION

Any change or modification to the Agreement shall not be valid unless made in writing, agreed to, and signed by the City and Lessee.

9.13 COMPLIANCE WITH CHAPTER 2271, SUBTITLE F, TITLE 10, TEXAS GOVERNMENT CODE

The Lessee warrants that it is in compliance with Chapter 2271, Subtitle A, Title 8 of the Texas Government Code by verifying that: (1) it does not boycott Israel; and (2) it will not boycott Israel during the term of the Agreement.

9.14 NOTICES

Notices to the City required or appropriate under this Agreement shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, addressed to Lubbock Preston Smith International Airport, Attn: Director, 5401 N. MLK Blvd., Unit 389, Lubbock, Texas 79403. Notices to the Lessee shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, addressed to:

MARCO STEEL & ALUMINUM CO.

[REDACTED]

[REDACTED]

9.15 NON-ARBITRATION

The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, City shall not

be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

9.16 TIME OF THE ESSENCE

The City and Lessee shall agree that time is of the essence in performance of the Agreement.

9.17 ENTIRE AGREEMENT This Lease constitutes the entire Agreement between the City and Lessee, and any other written or parole agreement with the City is expressly waived by Lessee.

EXECUTED this _____ day of _____, 2022.

LESSOR:

CITY OF LUBBOCK

BY: _____

Tray Payne, Mayor

LESSEE:

MARCO STEEL & ALUMINUM CO.

BY: Thomas Garcia

President

DATE: 6/22/2022

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kelly Campbell

Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

Mitchell Satterwhite

Mitchell Satterwhite
First Assistant City Attorney

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Public Works Contract 15261, with Teinert Construction, for services related to the construction of the Municipal Parking Garage.

Item Summary

This is Amendment No. 1 to the contract for General Contractor services for the Municipal Parking Garage located at 1401 Avenue L, Lubbock, Lubbock County, Texas. The contract provides services and consultation during the construction phase of the project for the parking garage.

In April 2020, the City released a Request for Proposal for General Contractor services, and Teinert Construction was approved by the City Council for RFP 20-15261-MA. The City used the Competitive Sealed Proposal procurement method as authorized by the Texas Legislature and further defined by Texas Government Code Section 2269.

The established Contract 15261 is in the amount of \$6,760,236.00. Amendment No. 1 increases the contract amount by \$187,644.15, which would make the revised contract amount \$6,947,880.15 of the \$7,961,294 available for this project. The increase is for additional work requested by the City for construction costs associated with elements excluded from the original design including, but not limited to: temporary construction, utilities, fire suppression, and electrical and security infrastructure.

Fiscal Impact

Amendment No. 1 for \$187,644.15, is funded in Capital Improvement Project 92672, Municipal Parking Garage.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Wesley D. Everett, Director of Facilities

Attachments

Resolution
Contract 15261 Amendment 1
Original Contract and Resolution - Teinert
92672 Budget Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the Construction Contract No. 15261 for the Municipal Parking Garage, by and between the City of Lubbock and the Teinert Construction, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

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

**Amendment 1
To Agreement Between
The City of Lubbock, TX
And
Teinert Construction**

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT Contract No. 15261 dated and entered into the 22nd day of September 2020 by and between the City of Lubbock ("City") and Teinert Construction ("Teinert") of Lubbock Texas, for construction of the Municipal Parking Garage (the "Project"), located at 1401 Avenue L, Lubbock, Lubbock County, Texas.

WITNESSETH:

WHEREAS, now the City desires to engage Teinert Construction for the performance of additional services, details for which are provided in Exhibits "A" through "H", attached hereto and incorporated herein. The additional services include, but are not limited to: temporary construction and installation of utilities, fire suppression, and electrical & security infrastructure.

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

NOW, THEREFORE, the City and Teinert agree to the following terms in this FIRST AMENDMENT:

THAT Teinert shall perform the additional services detailed in Exhibits "A" through "H" for an amount not to exceed one hundred eighty-seven thousand six hundred forty-four and 15/100 dollars (\$187,644.15), of which includes fifty thousand and 00/100 dollars (\$50,000) for contingency costs, and said costs shall only be paid as reimbursement for work performed.

The original Contract Amount.....	\$ 6,760,236.00
The sum of all previous authorized Amendments (unchanged).....	\$ 0.00
Net Percentage of previous Amendments	+0.00%
The Contract Amount prior to this Amendment.....	\$ 6,760,236.00
The Contract Amount will be (increased) by this Amendment.....	\$ 187,644.15
Net Percentage of this Amendment	+2.78%
The new Contract Amount.....	\$ 6,947,880.15
Total Percentage of all Amendments	+2.78%

IN WITNESS HEREOF, the parties have executed this Agreement as of this _____ day of _____, 2022.

CITY OF LUBBOCK

TRAY PAYNE, MAYOR


TEINERT CONSTRUCTION

Chad Henthorn, President

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

 W. D. Everett For
Wesley D. Everett, Director of Facilities Management

APPROVED AS TO FORM:

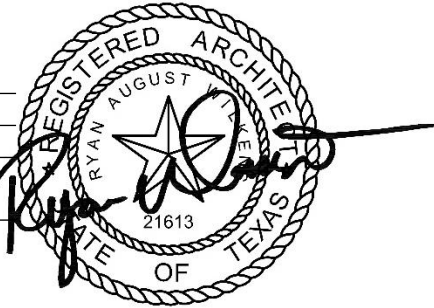
 Kelli Leisure
Kelli Leisure, Assistant City Attorney

Exhibit A



CONSTRUCTION CHANGE REQUEST #004 (Teinert PCO 003)

PROJECT: <i>(Name and Address)</i> CoL Municipal Parking Garage	DATE: 2/26/2021	<input checked="" type="checkbox"/> Owner
	CONTRACT DATE: 08/13/2019	<input checked="" type="checkbox"/> Architect
	ARCHITECT'S PROJECT NUMBER: 03.8717.19	<input checked="" type="checkbox"/> Contractor
TO CONTRACTOR: Teinert Commercial Building 4009 Clovis Road Lubbock, Texas 79415	OWNER'S PROJECT NUMBER: 14856	<input checked="" type="checkbox"/> Other



02/26/2021

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modification to the Contract Documents described herein. **THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN UNTIL APPROVED BY THE OWNER.**

Description: (Written description of the work)

Price to furnish and install four enlarged piers directed by engineer due to utility proximity and rock encountered while drilling.

Submitted By: Teinert

Attachments: Teinert PCO 003

CONTRACTOR'S RESPONSE:

Additional days requested for this CCR: 0

☐ Add to / ☐ Credit Contract Sum \$ _____

☐ Credit / ☒ Deduct Owner Contingency \$ - 35,834.00

☐ Credit / ☐ Deduct Allowance \$ _____

(Name of Allowance)

TOTAL CCR**\$ - 35,834.00**

Attachment: Breakdown

CONSTRUCTION CHANGE REQUEST APPROVAL

When signed by Owner and upon receipt of approved document by the Contractor, the Contractor shall proceed with the change(s) described above. If CCR is changing the Contract Sum or GMP by cost or time, an official Change Order on AIA G701 will be executed and distributed.

Approved Additional Time _____

By: _____
(Signature)

Date: _____

TEINERT COMMERCIAL BUILDING SERVICES
4009 Clovis Road
Lubbock, Texas 79415
(806) 744-2801 FAX (806) 744-2401

PROPOSED CHANGE ORDER
DATE: 02/11/2021

PROJECT: City Of Lubbock Parking Garage

PROPOSAL REQUEST NO. **PCO# 003**

DESCRIPTION OF WORK TO BE PERFORMED: Price to furnish and install four enlarged piers directed by engineer due to utility proximity and rock encountered while drilling.

Item	Quantity	Unit	Unit Cost Labor	Labor	Unit Cost Material	Material	Unit Cost Sub	Sub	Total
Description									
Original footing Credit	1						(13,010.00)		(13,010)
Pier Concrete and Labor	1						24,800.00		24,800
Pier Drilling	1						14,960.00		14,960
Haul off	1						3,600.00		3,600
Re-drilling A6 Pier (9' Diameter)	1						3,000.00		3,000
Additional rebar							1,610.00		1,610
			-		-				0
									0
Subtotal				-		-		-	34,960
Payroll burden	38.00%								-
Subtotal									34,960
Insurance and Bonds	2.50%								874
Gross Receipts Tax	0.00%								-
TOTAL									\$ 35,834

Additional Days Requested 0

New Total Contractual Days 327

APPROVED: _____

DATE: _____



Earth Works

5939 E. Hwy 62
Lubbock, TX 79403

Request for Change

RFC Number: 3
Date: 02/09/2021

Regarding:

Cost of Switching from footings and columns to 30' deep piers for the A11, B11, and C11 locations, and re-drilling the pier at A6 at 9' diameter due being unable to bell.

To:

Teinert Commercial Building
4009 Clovis Road
Lubbock, TX 79415

Job Site:

Lubbock Parking Garage
14th & Ave. L
Lubbock, TX

Requested By:	Phone:	E-mail:
Bobby Law	(806) 722-0262	bobby@earthworkstx.com

Recipients:	Phone:	E-mail:
Garrett Presnell	(806) 744-2801	garrettpresnell@teinert.com

Requested Change:	Change to Contract
Deduct for Original Footings/Columns Labor, Materials (19 CY Concrete), Equipment (Excavation/Backfilling)	\$ -13,010.00
Piers Material (123 CY Concrete) and Labor	\$ 24,800.00
Pier Drilling	\$ 14,960.00
Haul Off	\$ 3,600.00
Re-Drilling A6 Pier at 9' Diameter	\$ 3,000.00

RFC Total

\$ 33,350.00

Please respond by: 02/09/2021

Bobby Law
MKS Construction LLC dba Earth Works

Garrett Presnell
Teinert Commercial Building

Perez Rebar Construction
P.O. Box 72
Anton, Tx 79313
(806)-442-1192

Invoice

Date	Invoice #
2/10/21	01

BILL To
Teinert Commercial Building/A-1
4009 Clovis Rd.
Lubbock, Tx 79415

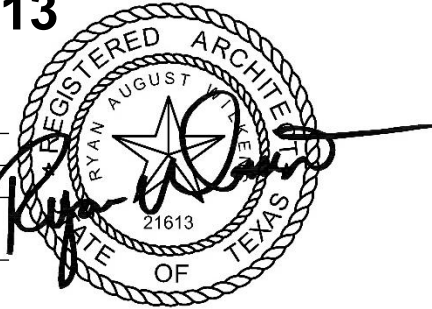
Parking Garage

Item	Description	Qty	Rate	Amount
	labor for fabrication of large piers on north end of project	8 Workers	\$25.00 Per Hour & Per Worker	\$1,400.00
	Fabricate Rings 48 6'-6" 22 4'-6"	70	\$3.00 Each	\$210.00
				Tax 0
				Total \$1,610.00

Exhibit B

CONSTRUCTION CHANGE REQUEST #013 Teinert PCO 015

PROJECT: <i>(Name and Address)</i> CoL Municipal Parking Garage	DATE: 3/1/2022	<input checked="" type="checkbox"/> Owner
	CONTRACT DATE: 08/13/2019	<input checked="" type="checkbox"/> Architect
	ARCHITECT'S PROJECT NUMBER: 03.8717.19	<input checked="" type="checkbox"/> Contractor
TO CONTRACTOR: Teinert Commercial Building 4009 Clovis Road Lubbock, Texas 79415	OWNER'S PROJECT NUMBER: 14856	<input checked="" type="checkbox"/> Other



3/1/2022

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modification to the Contract Documents described herein. **THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN UNTIL APPROVED BY THE OWNER.**

Description: <i>(Written description of the work)</i> Redesign and installation of fire suppression system.
--

Submitted By: Garrett Presnell

Attachments: CCR 013 (PCO 015) Breakdown

CONTRACTOR'S RESPONSE:

Additional days requested for this CCR: 0

☐ Add to / ☐ Credit Contract Sum \$ _____

☐ Credit / ☒ Deduct Contingency \$ -58,330.40

☒ Owner ☐ CMAR

☐ Credit / ☐ Deduct Allowance \$ _____

(Name of Allowance)

TOTAL CCR

\$-58,330.40

Attachment: Breakdown

CONSTRUCTION CHANGE REQUEST APPROVAL

When signed by Owner and upon receipt of approved document by the Contractor, the Contractor shall proceed with the change(s) described above. If CCR is changing the Contract Sum or GMP by cost or time, an official Change Order on AIA G701 will be executed and distributed.

Approved Additional Time _____

By: _____
(Signature)

Date: _____

TEINERT COMMERCIAL BUILDING SERVICES
 4009 Clovis Road
 Lubbock, Texas 79415
 (806) 744-2801 FAX (806) 744-2401

PROPOSED CHANGE ORDER
 DATE: 02/03/22

PROJECT: City Of Lubbock Parking Garage

PROPOSAL REQUEST NO. **PCO# 015**

DESCRIPTION OF WORK TO BE PERFORMED: Redesign and installation of fire suppression system. Sent by email to Parkhill on 1/27/22

Item	Quantity	Unit	Unit Cost Labor	Labor	Unit Cost Material	Material	Unit Cost Sub	Sub	Total
Description									
fire suppression									58,330.40
									0
									0
									0
									0
									0
			-		-				0
									0
Subtotal				-		-		-	58,330
Payroll burden	38.00%								-
Subtotal									58,330
Insurance and Bonds	2.50%								-
Gross Receipts Tax	0.00%								-
TOTAL									\$ 58,330.40

Additional Days Requested 35 days from approval

APPROVED: _____

DATE: _____

P.O BOX 30535
 AMARILLO, TX 79120-0535
 PHONE (806) 372-9281
 FAX (806) 374-8718

DATE	ESTIMATE #
1/28/2022	K3367-5

NAME / ADDRESS
Teinert Construction 1402 Crickets Ave Lubbock, Texas 79401 City of Lubbock Parking Garage

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Change Order; Additional Labor and Material for standpipe system redesign.			
6" Schedule 40 per ft. (current price)	587.93	28.90	16,991.18
4" Schedule 40 per ft. (current Price)	263.51	20.95	5,520.53
4" Schedule 40 per ft. (purchased 4-2021) (Credit)	-117.67	8.74	-1,028.44
6" Ring	75	6.00	450.00
½" Drop-In Anchors	75	1.36	102.00
½" All Threaded Rod per ft.	267	1.06	283.02
6" RASCO Grooved Butterfly Valve / with Tamper Switch	5	666.39	3,331.95
6" Grooved Lt. Wt. Coupling	99	17.26	1,708.74
4" Grooved Lt. Wt. Coupling (credit)	-22	13.30	-292.60
6" Black Grooved 90°	21	50.06	1,051.26
4" Black Grooved 90° (credit)	-3	18.30	-54.90
6" Grooved Tee	4	80.49	321.96
6" Grooved Cap	5	22.50	112.50
4" Grooved Cap (credit)	-4	22.50	-90.00
4" x 2" Grooved Reducer Coupling	5	74.64	373.20
4" x 6" Grooved Stubbies	3	34.92	104.76
4" x 2½" Threaded Weld-O-Let	16	13.78	220.48
4" x 2½" Threaded Weld-O-Let (credit)	-12	13.78	-165.36
2½" FHV-Brass with Cap/Chain	16	139.10	2,225.60
2½" FHV-Brass with Cap/Chain (credit)	-12	139.10	-1,669.20
2½" x 0-4" Nipple	16	22.28	356.48
2½" x 0-4" Nipple (credit)	-12	22.28	-267.36
2" x 0-3" Nipple G-T	5	15.54	77.70
2" x 0-3" Nipple	5	6.78	33.90
2" CI 90° Ell	5	19.56	97.80
2" Drain Valve	5	175.51	877.55
2" CI Plug	5	6.84	34.20
1" x 0-4" Nipple	10	3.99	39.90
1" x 4" Threaded Weld-O-Let	5	4.28	21.40
1"x1"x½" CI Tee	5	9.42	47.10
		TOTAL	

Estimate

P.O BOX 30535
 AMARILLO, TX 79120-0535
 PHONE (806) 372-9281
 FAX (806) 374-8718

DATE	ESTIMATE #
1/28/2022	K3367-5

NAME / ADDRESS
Teinert Construction 1402 Crickets Ave Lubbock, Texas 79401 City of Lubbock Parking Garage

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
250 PSI Air Pressure Gauge	5	44.42	222.10
1" CI Plug	5	2.60	13.00
1" Globe Valve	5	48.61	243.05
1" x 0-4" Nipple (credit)	-8	3.99	-31.92
1" x 4" Threaded Weld-O-Let (credit)	-4	4.28	-17.12
1"x1"x1½" CI Tee (credit)	-4	9.42	-37.68
250 PSI Air Pressure Gauge (credit)	-4	44.42	-177.68
1" CI Plug (credit)	-4	3.40	-13.60
1" Globe Valve (credit)	-4	48.61	-194.44
2" x 4" Threaded Weld-O-Let	10	13.82	138.20
2" x 0-3" Nipple	5	6.78	33.90
2" Drain Valves	5	175.51	877.55
2" CI Plug	5	6.84	34.20
6x2½ 6-way-Brass Body	1	7,793.50	7,793.50
4" x 2½" x2½" Standard FDC (credit)	-4	825.00	-3,300.00
6" Grooved Swing Check Valve	1	444.16	444.16
4" Grooved Swing Check Valve (credit)	-4	186.98	-747.92
¾" x 6" Threaded Weld-O-Let	4	4.32	17.28
¾" x 4" Threaded Weld-O-Let (credit)	-3	2.19	-6.57
¾" Street Ell	4	4.05	16.20
¾" Street Ell (credit)	-3	4.05	-12.15
¾" Threaded Ball Drip Valve	4	9.25	37.00
¾" Threaded Ball Drip Valve (credit)	-3	9.29	-27.87
Schedule 40 Pipe Sleeve	6	49.50	297.00
Brackets (angle iron)	4	96.52	386.08
Core Drill Bits	1	225.00	225.00
6" Galvanized CI Solid Wall Plate	6	28.75	172.50
6" Riser Clamp	4	36.20	144.80
Additional Labor			
Design labor per man hour	48	24.00	1,152.00
42% Labor Burden		42.00%	483.84
		TOTAL	

Casteel Automatic Fire Protection, Inc

Estimate

P.O BOX 30535
 AMARILLO, TX 79120-0535
 PHONE (806) 372-9281
 FAX (806) 374-8718

DATE	ESTIMATE #
1/28/2022	K3367-5

NAME / ADDRESS
Teinert Construction 1402 Crickets Ave Lubbock, Texas 79401 City of Lubbock Parking Garage

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Shop labor per man hour	48	21.00	1,008.00
42% Labor Burden		42.00%	423.36
Field labor per man hour	176	26.00	4,576.00
42% Labor Burden		42.00%	1,921.92
Subtotal			46,909.04
15% OH & Profit		15.00%	7,036.36
Lift Rental 1-Month	1	450.00	450.00
Fork Lift Rental 1-Month	1	2,400.00	2,400.00
Subtotal			2,850.00
10% Profit		10.00%	285.00
Estimated Freight Charges	1	1,250.00	1,250.00
**Deduct for steel body in lieu of brass Fire Dept Connection (\$2240.00)			
Brass body 8-10 week s lead time; Steel body 4-6 weeks lead time			
No Sales Tax		0.00%	0.00
		TOTAL	\$58,330.40

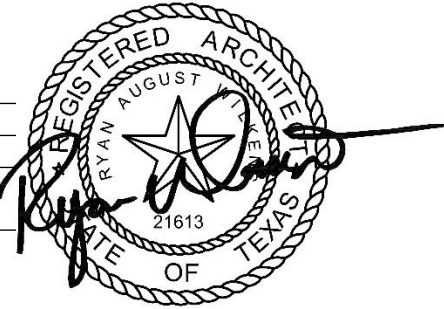
Exhibit C



CONSTRUCTION CHANGE REQUEST #014R1

Teinert PCO 013

PROJECT: <i>(Name and Address)</i> CoL Municipal Parking Garage	DATE: 6/17/2022	<input checked="" type="checkbox"/> Owner
	CONTRACT DATE: 08/13/2019	<input checked="" type="checkbox"/> Architect
	ARCHITECT'S PROJECT NUMBER: 03.8717.19	<input checked="" type="checkbox"/> Contractor
TO CONTRACTOR: Teinert Commercial Building 4009 Clovis Road Lubbock, Texas 79415	OWNER'S PROJECT NUMBER: 14856	<input checked="" type="checkbox"/> Other



6/17/2022

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modification to the Contract Documents described herein. **THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN UNTIL APPROVED BY THE OWNER.**

Description: *(Written description of the work)*

Price to furnish and install temporary handrail and ramp for access out of the garage due to North plaza rework.

Submitted By: Garrett Presnell

Attachments: PCO 013 Breakdown

CONTRACTOR'S RESPONSE:

Additional days requested for this CCR: 0

☐ Add to / ☐ Credit Contract Sum \$ _____

☐ Credit / ☒ Deduct Contingency \$ - 6,000.00

☒ Owner ☐ CMAR

☐ Credit / ☐ Deduct Allowance \$ _____

(Name of Allowance)

TOTAL CCR

\$ - 6,000.00

Attachment: Breakdown

CONSTRUCTION CHANGE REQUEST APPROVAL

When signed by Owner and upon receipt of approved document by the Contractor, the Contractor shall proceed with the change(s) described above. If CCR is changing the Contract Sum or GMP by cost or time, an official Change Order on AIA G701 will be executed and distributed.

Approved Additional Time _____

By: _____
(Signature)

Date: _____

TEINERT COMMERCIAL BUILDING SERVICES

4009 Clovis Road

Lubbock, Texas 79415

(806) 744-2801 FAX (806) 744-2401

PROPOSED CHANGE ORDER

DATE:

5/27/22

PROJECT: City Of Lubbock Parking Garage

PROPOSAL REQUEST NO.

PCO# 013 Temporary Ramp

DESCRIPTION OF WORK TO BE PERFORMED: Price to furnish and install temporary handrail and ramp for access out of the garage due to North plaza rework.

Item	Quantity	Unit	Unit Cost Labor	Labor	Unit Cost Material	Material	Unit Cost Sub	Sub	Total
Description									
Concrete							3,250.00		3,250
Handrail							4,950.00		4,950
Credit by Teinert									-\$2200
									0
Subtotal				-		-		-	\$6,000
Payroll burden	38.00%								-
Subtotal									
Insurance and Bonds	2.50%								
Gross Receipts Tax	0.00%								-
TOTAL									\$ \$6,000

Additional Days Requested

APPROVED: _____

DATE: _____



Earth Works

5939 E. Hwy 62
Lubbock, TX 79403

Request for Change

RFC Number: 17
Date: 1/18/2022

Regarding:

Temporary ramp at North end of
Garage

To:

Teinert Construction
4009 Clovis Road
Lubbock, TX 79415

Job Site:

Lubbock Parking Garage
14th & Ave. L
Lubbock, TX

Requested By:

Bobby Law

Phone:

(806) 722-0262

E-mail:

bobby@earthworkstx.com

Recipients:

Garrett Presnell

Phone:

(806) 744-2801

E-mail:

garrettpresnell@teinert.com

Requested Change:

Add ramp

Change to Contract

\$ 3,250.00

RFC Total

\$ 3,250.00

Bobby Law
MKS Construction LLC dba Earth Works

Garrett Presnell
Teinert Construction

Cantu Construction
1101 Holliday St
Plainview, TX 79072
(806)292-1790



INVOICE

BILL TO

Garrett Presnell
Tienert Construction
4009 Clovis Road
Lubbock, TX 79415 US

INVOICE # 2144
DATE 11/29/2021

DESCRIPTION	AMOUNT
1401 Ave L Parking Garage - Steel Handrails	4,950.00
<hr/>	
BALANCE DUE	\$4,950.00

Co to
City

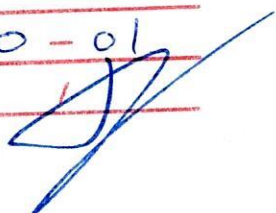
DEC 17 2021
DATE REC'D: _____
VENDOR#: 2446
JOB#: 20039
CODE / TYPE: 5500 - 01
APPROVED BY: GP 

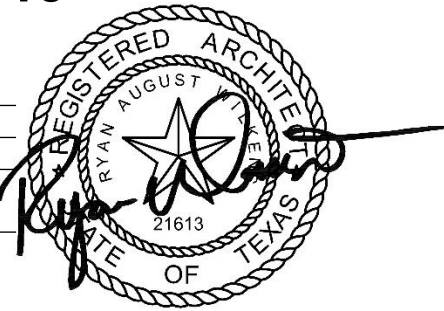
Exhibit D



CONSTRUCTION CHANGE REQUEST #015

Teinert PCO 006

PROJECT: <i>(Name and Address)</i> CoL Municipal Parking Garage	DATE: 6/17/2022	<input checked="" type="checkbox"/> Owner
	CONTRACT DATE: 08/13/2019	<input checked="" type="checkbox"/> Architect
	ARCHITECT'S PROJECT NUMBER: 03.8717.19	<input checked="" type="checkbox"/> Contractor
TO CONTRACTOR: Teinert Commercial Building 4009 Clovis Road Lubbock, Texas 79415	OWNER'S PROJECT NUMBER: 14856	<input checked="" type="checkbox"/> Other



6/17/2022

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modification to the Contract Documents described herein. **THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN UNTIL APPROVED BY THE OWNER.**

Description: *(Written description of the work)*

Price to add spot footings and pilasters for garage support not originally shown on plans. Items addressed in SI 001.

Submitted By: Garrett Presnell

Attachments: PCO 006 Breakdown

CONTRACTOR'S RESPONSE:

Additional days requested for this CCR: 0

☐ Add to / ☐ Credit Contract Sum \$ _____

☐ Credit / ☒ Deduct Contingency \$ - 9,471.00

☒ Owner ☐ CMAR

☐ Credit / ☐ Deduct Allowance \$ _____

(Name of Allowance)

TOTAL CCR**\$ - 9,471.00**

Attachment: Breakdown

CONSTRUCTION CHANGE REQUEST APPROVAL

When signed by Owner and upon receipt of approved document by the Contractor, the Contractor shall proceed with the change(s) described above. If CCR is changing the Contract Sum or GMP by cost or time, an official Change Order on AIA G701 will be executed and distributed.

Approved Additional Time _____

By: _____
(Signature)

Date: _____

TEINERT COMMERCIAL BUILDING SERVICES
4009 Clovis Road
Lubbock, Texas 79415
(806) 744-2801 FAX (806) 744-2401

PROPOSED CHANGE ORDER
DATE: 02/18/21

PROJECT: City Of Lubbock Parking Garage

PROPOSAL REQUEST NO. **PCO# 006**

DESCRIPTION OF WORK TO BE PERFORMED: Price to add spot footings and pilasters for garage support not originally shown on plans. Items addressed in SI 001.

Item	Quantity	Unit	Unit Cost Labor	Labor	Unit Cost Material	Material	Unit Cost Sub	Sub	Total
Description									
Spot footings									\$ 5,240.00
Pilasters									\$ 4,231.00
									0
Subtotal								-	9,471
Payroll burden	38.00%								-
Subtotal									9,471
Insurance and Bonds	2.50%								
Fee	5.00%								
TOTAL									\$ 9,471

Additional Days Requested

APPROVED: _____

DATE: _____



Earth Works

5939 E. Hwy 62
Lubbock, TX 79403

Request for Change

RFC Number: 4
Date: 02/12/2021

Regarding:

(2) Additional F8 Spot Footings at the Elevator Pits/Stairwells

To:

Teinert Commercial Building
4009 Clovis Road
Lubbock, TX 79415

Job Site:

Lubbock Parking Garage
14th & Ave. L
Lubbock, TX

Requested By:

Bobby Law

Phone:

(806) 722-0262

E-mail:

bobby@earthworkstx.com

Recipients:

Bobby Law

Phone:

(806) 722-0262

E-mail:

bobby@earthworkstx.com

Garrett Presnell

(806) 744-2801

garrettpresnell@teinert.com

Requested Change:

Labor, Materials, and Equipment to Install (2) Additional F8 Footings

Change to Contract

\$ 5,240.00

RFC Total

\$ 5,240.00

Please respond by: 01/15/2021

Bobby Law

MKS Construction LLC dba Earth Works

Garrett Presnell

Teinert Commercial Building



Earth Works

5939 E. Hwy 62
Lubbock, TX 79403

Request for Change

RFC Number: 4-2
Date: 02/16/2021

Regarding:

(2) Additional Pilasters at Grid Lines D/10 & D/3

To:

Teinert Commercial Building
4009 Clovis Road
Lubbock, TX 79415

Job Site:

Lubbock Parking Garage
14th & Ave. L
Lubbock, TX

Requested By:

Bobby Law

Phone:

(806) 722-0262

E-mail:

bobby@earthworkstx.com

Recipients:

Garrett Presnell

Phone:

(806) 744-2801

E-mail:

garrettpresnell@teinert.com

Requested Change:

Concrete and Forming Materials
Equipment

Change to Contract

\$ 3,851.00

\$ 380.00

RFC Total

\$ 4,231.00

Please respond by: 01/17/2021

Bobby Law

MKS Construction LLC dba Earth Works

Garrett Presnell

Teinert Commercial Building

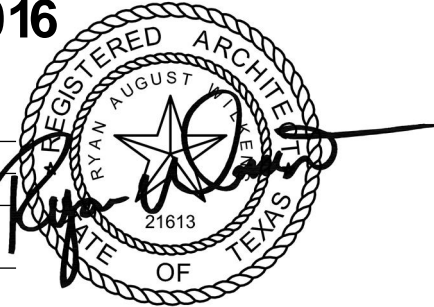
Exhibit E



CONSTRUCTION CHANGE REQUEST #016

Teinert PCO 018

PROJECT: <i>(Name and Address)</i> CoL Municipal Parking Garage	DATE: 6/17/2022	<input checked="" type="checkbox"/> Owner
	CONTRACT DATE: 08/13/2019	<input checked="" type="checkbox"/> Architect
	ARCHITECT'S PROJECT NUMBER: 03.8717.19	<input checked="" type="checkbox"/> Contractor
TO CONTRACTOR: Teinert Commercial Building 4009 Clovis Road Lubbock, Texas 79415	OWNER'S PROJECT NUMBER: 14856	<input checked="" type="checkbox"/> Other



6/17/2022

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modification to the Contract Documents described herein. **THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN UNTIL APPROVED BY THE OWNER.**

Description: *(Written description of the work)*

Arc Flash Coordination Study required for tying into existing panel.

Submitted By: Garrett Presnell

Attachments: PCO 018 Breakdown

CONTRACTOR'S RESPONSE:

Additional days requested for this CCR: 21

☐ Add to / ☐ Credit Contract Sum \$ _____

☐ Credit / ☒ Deduct Contingency \$ - 3,629.53

☒ Owner ☐ CMAR

☐ Credit / ☐ Deduct Allowance \$ _____

(Name of Allowance)

TOTAL CCR

\$ - 3,629.53

Attachment: Breakdown

CONSTRUCTION CHANGE REQUEST APPROVAL

When signed by Owner and upon receipt of approved document by the Contractor, the Contractor shall proceed with the change(s) described above. If CCR is changing the Contract Sum or GMP by cost or time, an official Change Order on AIA G701 will be executed and distributed.

Approved Additional Time _____

By: _____
(Signature)

Date: _____

TEINERT COMMERCIAL BUILDING SERVICES
4009 Clovis Road
Lubbock, Texas 79415
(806) 744-2801 FAX (806) 744-2401

PROPOSED CHANGE ORDER
DATE: 05/26/22

PROJECT: City Of Lubbock Parking Garage

PROPOSAL REQUEST NO. **PCO# 018**

DESCRIPTION OF WORK TO BE PERFORMED: Arc Flash Coordination Study Required for Tying into existing Panel.

Item	Quantity	Unit	Unit Cost Labor	Labor	Unit Cost Material	Material	Unit Cost Sub	Sub	Total	
Description										
Coordination Study								3,541.00	3,541.00	
									0.00	
									0.00	
									0.00	
									0.00	
			-		-				0.00	
									0.00	
Subtotal			-		-		3,541		3,541.00	
Payroll burden	38.00%								0.00	
Subtotal										3,541.00
Insurance and Bonds	2.50%								88.53	
Gross Receipts Tax	0.00%								0.00	
						TOTAL			3,629.53	

Additional Days Requested 3 week lead time

APPROVED: _____

DATE: _____



ACME ELECTRIC

Company

Proposed Change Order

1

TITLE:	Coordination Study for Elevator Arc Flash	DATE:	2/14/2022
PROJECT:	COL Parking Garage	JOB:	1517
TO:	Garrett Presnell Teinert Construction	CONTRACT NO:	

Coordination Study for Elevator Arc Flash

Project Manager	1.00	\$	65.69	\$	65.69
Superintendent	2.00	\$	45.00	\$	90.00
Superintendent OT	0.00	\$	45.00	\$	-
Foreman/Journeyman	0.00	\$	30.00	\$	-
Foreman/Journeyman OT	0.00	\$	45.00	\$	-
Labor Burden	\$	155.69	50%	\$	77.85
Total Labor				\$	233.54
Materials				\$	2,845.81
Equipment	NC			\$	-
Subtotal				\$	3,079.35
OH/Profit	15.00%			\$	461.90
Bond	0.00%			\$	-
Total				\$	3,541.25
Sell					\$3,541.00

Ryan Brown

Date: _____

Garrett Presnell

Date: _____



Quotation

Q2C Number: 43558516

Quote Number: 1

Change Order Rev Number: 2

Project Name: MUNICIPAL PARKING GARAGE

Project Sub-Name:

Project Location: LUBBOCK, TX

Quote Name: ADD STUDY

Through Addenda Number: 1

Bid Date: 1/1/1901

Consultant / Specifier: ACME ELECTRIC CORP

Contractor / Installer: ACME ELECTRIC CORP

Sales Representative: ROSS VALIGURA

Conditions of Sale

This Quotation is subject to Schneider Electric USA, Inc.'s published Conditions of Sale

Payment Terms: STANDARD

Billing Type(s):

Currency: US DOLLARS

Quote Markings

Q2C Number: 43558516**Quote Number:** 1**Change Order Rev Number:** 2**Project Name:** MUNICIPAL PARKING GARAGE**Quote Name:** ADD STUDY

Item No.	Qty.	Catalog Number / Details
027-00	1	<p>Designation: study SRVINAAARCETO Eng Std - SC,TCC,AF & AF Bdy Lbl We are pleased to quote Short Circuit, Time Current Coordination, Arc Flash, & Arc Flash Labels (Brady) Studies per BOM and specifications with the following exception(s)/clarification(s). Exception(s): This quote does not include setting/testing overcurrent devices. Please contact QUOTES_SYSTEM_STUDIES/US/Schneider for a quote to set/test the breakers. This quote does not include label installation. Clarification(s): This quotation is for a power system study performed in accordance with the specification (number 26 05 73.10) The scope of work for this study is limited to new Square D brand equipment and pertinent existing equipment necessary for the analysis to be completed. Data collection shall be provided by the electrical contractor at no cost to Schneider Electric USA, Inc. Engineering services included in this quote will be performed by a firm licensed to perform engineering in the jurisdiction where the services are offered. If a SC analysis is included in the study scope, intent is to deliver a SC evaluation table prior to the date of equipment release to manufacturing. The completion of the analysis and report will typically be targeted around the ship dates of SWBD/MCC. Reports will be revised to reflect as-built conditions at no additional charge, provided the size and scope of the changes do not vary from the original design layout and the request is made within three months of study commissioning. Customer is responsible for supplying necessary data (see summary below) in order to complete the study. When provided with customer and utility contact information, we can assist in obtaining this data. The customer is responsible for communicating any changes that may impact the results of the analysis. *** If specific data is not received, the SC and TCC analyses will be performed based on a conservative set of assumptions (if applicable), AF will be excluded.*** Summary: intended for SC & TCC (not all-inclusive): Summary: intended for SC, TCC, & AF (not all-inclusive): 1. One-line diagram showing the scope of the system study. 2. All of the cable data - lengths, wire</p>

Q2C Number: 43558516	Quote Number: 1	Change Order Rev Number: 2
Project Name: MUNICIPAL PARKING GARAGE		Quote Name: ADD STUDY

Item No.	Qty.	Catalog Number / Details
		sizes, etc
		3. The available short-circuit current from the power company at the point of supply.
		4. The main transformer information with primary fuse rating or breaker settings (ignore if Schneider Electric is supplying the transformer).
		5. Generator electrical data and breaker(s) details if applicable.
		6. Automatic transfer switch short-circuit current rating or catalog number if applicable.
		7. Submittals for paralleling gear or equipment associated with the emergency or UPS system.
		8. Description of starter type and location of any motors greater than 50HP.
		9. Project study specifications (ignore if specifications were provided at the time we quoted this job).
		If the study needs to be converted before the equipment, please contact QUOTES_SYSTEM_STUDIES/US/Schneider to assist in conversion.
		Following devices included in study:
		Qty 001 LV Transformers
		Qty 003 Panelboards
		Qty 1 Existing Equipment (Not Lineups)
		Sel Rev: (20160317/20160317)
		Tra Rev: 4/20/2022 7:02:23 PM/ 7/27/2021

Change to Total Authorized:	
Change to Warranty:	0.00
Change to FOB:	0.00
Change to Order Value:	2,845.81

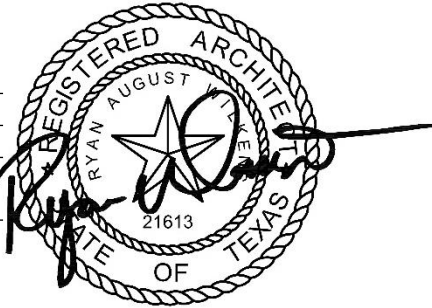
Exhibit F



CONSTRUCTION CHANGE REQUEST #017

Teinert PCO 020

PROJECT: <i>(Name and Address)</i> CoL Municipal Parking Garage	DATE: 6/17/2022	<input checked="" type="checkbox"/> Owner
	CONTRACT DATE: 08/13/2019	<input checked="" type="checkbox"/> Architect
	ARCHITECT'S PROJECT NUMBER: 03.8717.19	<input checked="" type="checkbox"/> Contractor
TO CONTRACTOR: Teinert Commercial Building 4009 Clovis Road Lubbock, Texas 79415	OWNER'S PROJECT NUMBER: 14856	<input checked="" type="checkbox"/> Other



Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modification to the Contract Documents described herein. **THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN UNTIL APPROVED BY THE OWNER.**

Description: <i>(Written description of the work)</i> Price to polish floors and paint the tunnel elevator lobby.
--

Submitted By: Garrett Presnell

Attachments: PCO 020 Breakdown

CONTRACTOR'S RESPONSE:

Additional days requested for this CCR: 0
☐ Add to / ☐ Credit Contract Sum \$ _____

☐ Credit / ☒ Deduct Contingency \$ - 11,160.71
☒ Owner ☐ CMAR
☐ Credit / ☐ Deduct Allowance \$ _____
*(Name of Allowance)***TOTAL CCR****\$ - 11,160.71**

Attachment: Breakdown

CONSTRUCTION CHANGE REQUEST APPROVAL

When signed by Owner and upon receipt of approved document by the Contractor, the Contractor shall proceed with the change(s) described above. If CCR is changing the Contract Sum or GMP by cost or time, an official Change Order on AIA G701 will be executed and distributed.

Approved Additional Time _____

By: _____
(Signature)

Date: _____

TEINERT COMMERCIAL BUILDING SERVICES
 4009 Clovis Road
 Lubbock, Texas 79415
 (806) 744-2801 FAX (806) 744-2401

PROPOSED CHANGE ORDER

DATE: 06/13/22

PROJECT: City Of Lubbock Parking Garage

PROPOSAL REQUEST NO. **PCO# 020**

DESCRIPTION OF WORK TO BE PERFORMED: Owner meeting was held on 6/7/22 with these selections. It was asked to polish floors and paint the tunnel elevator lobby. Polish will not be uniform due to existing floor.

Item	Quantity	Unit	Unit Cost Labor	Labor	Unit Cost Material	Material	Unit Cost Sub	Sub	Total
Description									
Polished floors							6,970.00		6,970.00
Final Clean & Superintendent									1,600.00
Paint Lobby							1,800.00		1,800.00
									0.00
									0.00
									0.00
									0.00
			-		-				0.00
									0.00
Subtotal				-		-		-	10,370.00
Overhead and Profit	5.00%								518.50
Subtotal									10,888.50
Insurance and Bonds	2.50%								272.21
Gross Receipts Tax	0.00%								0.00
TOTAL									11,160.71

Additional Days Requested 0

APPROVED: _____

DATE: _____



LVR Commercial Flooring

8518 Urbana Avenue
Lubbock, Texas 79424

Telephone 806-866-9797
Fax 806-866-0084

PROPOSAL

To: Teinert Commercial

-- City of Lubbock Parking Garage Corridor

Attn: Garrett Presnell

Date	June 10, 2022
Customer	
Order Number	
Salesperson	Jerrod Hobbs
via	

Terms: **FULL PAYMENT DUE UPON RECEIPT**
1 1/2% SERVICE CHARGE TO BE ADDED EVERY 30 DAYS OF INSTALLATION, ON
OUTSTANDING BALANCES. A 3% SERVICE CHARGE WILL BE ADDED TO ALL
PAYMENTS MADE BY CREDIT CARD

Quantity	Unit	Description	Price	Amount
		To grind clean and top polish basement corridor from parking garage to Citizens Tower.		\$6,970.00
		Due to areas of uneven concrete there will be patches of exposed aggregate at random locations.		

Thank You!

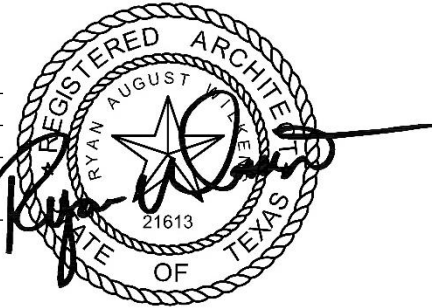
Exhibit G



CONSTRUCTION CHANGE REQUEST #018

Teinert PCO 016

PROJECT: <i>(Name and Address)</i> CoL Municipal Parking Garage	DATE: 6/17/2022	<input checked="" type="checkbox"/> Owner
	CONTRACT DATE: 08/13/2019	<input checked="" type="checkbox"/> Architect
	ARCHITECT'S PROJECT NUMBER: 03.8717.19	<input checked="" type="checkbox"/> Contractor
TO CONTRACTOR: Teinert Commercial Building 4009 Clovis Road Lubbock, Texas 79415	OWNER'S PROJECT NUMBER: 14856	<input checked="" type="checkbox"/> Other



Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modification to the Contract Documents described herein. **THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN UNTIL APPROVED BY THE OWNER.**

Description: (Written description of the work) Price to change glass to match PD selection. Meeting was held on 10/21/21 and this selection was made.
--

Submitted By: Garrett Presnell

Attachments: PCO 016 Breakdown

CONTRACTOR'S RESPONSE:

Additional days requested for this CCR: 0
☐ Add to / ☐ Credit Contract Sum \$ _____

☐ Credit / ☒ Deduct Contingency \$ - 14,329.50
☒ Owner ☐ CMAR
☐ Credit / ☐ Deduct Allowance \$ _____

(Name of Allowance)

TOTAL CCR**\$ - 14,329.50**

Attachment: Breakdown

CONSTRUCTION CHANGE REQUEST APPROVAL

When signed by Owner and upon receipt of approved document by the Contractor, the Contractor shall proceed with the change(s) described above. If CCR is changing the Contract Sum or GMP by cost or time, an official Change Order on AIA G701 will be executed and distributed.

Approved Additional Time _____

By: _____
(Signature)

Date: _____

TEINERT COMMERCIAL BUILDING SERVICES
 4009 Clovis Road
 Lubbock, Texas 79415
 (806) 744-2801 FAX (806) 744-2401

PROPOSED CHANGE ORDER

DATE: 02/08/22

PROJECT: City Of Lubbock Parking Garage

PROPOSAL REQUEST NO. **PCO# 016**

DESCRIPTION OF WORK TO BE PERFORMED: Price to add change glass to match PD selection. Meeting was held on 10/21/21 and this selection was made.

Item	Quantity	Unit	Unit Cost Labor	Labor	Unit Cost Material	Material	Unit Cost Sub	Sub	Total
Description									
Changed Glass to PD Glass								13,980.00	13,980.00
									0.00
									0.00
									0.00
									0.00
			-		-				0.00
									0.00
Subtotal				-		-		13,980	13,980.00
Payroll burden	38.00%								0.00
Subtotal									13,980.00
Insurance and Bonds	2.50%								349.50
Gross Receipts Tax	0.00%								0.00
TOTAL									14,329.50

Additional Days Requested 0

APPROVED: _____

DATE: _____

JLH COMMERCIAL CONCEPTS INC dba



COMMERCIAL DIVISION
PO BOX 2588
WEATHERFORD, TX 76086
817-550-6032 OFFICE

Change Order Request

Change Order Number: **1****DATE:** 10/21/21**PROJECT:** 20118.00jc – Lubbock Municipal Parking Garage**LOCATION:** 1401 Avenue L, Lubbock TX 79401**ATT:** Garrett Presnell, 806.778.1141, garrett@teinert.com**Scope Of Work:**

Low-Iron Option:

Add to furnish and install 1" Guardian SNX 51/23 Ultra-Clear + Ultra-Clear Insulated Tempered Glass ***ILO*** 1"
Solarban 90 Clear Low-E (#2) + Clear Tempered Insulated Glass

Note: *The increase also includes the manufacturing upcharges due to market volatility pressure from the "global pandemic"*

Total CO #1: **\$13,980.00**

Original Contract Amount	\$110,240.00
Previously Authorized Change Orders	\$0.00
Pending This Change Order Request #1	\$13,980.00
New Contract Amount Including Change Order #1	\$124,220.00

Approved By: _____
(Signature)

Please Print: _____

Date: _____

Requested By:**Jane Chism****Chief Estimator**Jane@unitedglasscd.com

Office: 817-550-6032

Cell: 817-301-6951

Exhibit H



CONSTRUCTION CHANGE REQUEST #019

Teinert PCO 019

PROJECT: <i>(Name and Address)</i> CoL Municipal Parking Garage	DATE: 6/17/2022	<input checked="" type="checkbox"/> Owner
	CONTRACT DATE: 08/13/2019	<input checked="" type="checkbox"/> Architect
	ARCHITECT'S PROJECT NUMBER: 03.8717.19	<input checked="" type="checkbox"/> Contractor
TO CONTRACTOR: Teinert Commercial Building 4009 Clovis Road Lubbock, Texas 79415	OWNER'S PROJECT NUMBER: 14856	<input checked="" type="checkbox"/> Other



6/17/2022

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modification to the Contract Documents described herein. **THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN UNTIL APPROVED BY THE OWNER.**

Description: *(Written description of the work)*

The existing breaker called out in the coordination study will have to be replaced. If not replaced, the main power feed to Citizens Tower could be tripped.

Submitted By: Garrett Presnell

Attachments: PCO 019 Breakdown

CONTRACTOR'S RESPONSE:

Additional days requested for this CCR: 21
☐ Add to / ☐ Credit Contract Sum \$ _____

☐ Credit / ☒ Deduct Contingency \$ - 5,273.63
☒ Owner ☐ CMAR
☐ Credit / ☐ Deduct Allowance \$ _____
*(Name of Allowance)***TOTAL CCR****\$ - 5,273.63**

Attachment: Breakdown

CONSTRUCTION CHANGE REQUEST APPROVAL

When signed by Owner and upon receipt of approved document by the Contractor, the Contractor shall proceed with the change(s) described above. If CCR is changing the Contract Sum or GMP by cost or time, an official Change Order on AIA G701 will be executed and distributed.

Approved Additional Time _____

By: _____
(Signature)

Date: _____

TEINERT COMMERCIAL BUILDING SERVICES
4009 Clovis Road
Lubbock, Texas 79415
(806) 744-2801 FAX (806) 744-2401

PROPOSED CHANGE ORDER
DATE: 05/26/22

PROJECT: City Of Lubbock Parking Garage

PROPOSAL REQUEST NO. **PCO# 019**

DESCRIPTION OF WORK TO BE PERFORMED: The existing breaker called out in the coordination study will have to be replaced. If not replaced the main power feed to Citizens Tower could be tripped.

Item	Quantity	Unit	Unit Cost Labor	Labor	Unit Cost Material	Material	Unit Cost Sub	Sub	Total	
Description										
Breaker Replacement								5,145.00	5,145.00	
									0.00	
									0.00	
									0.00	
									0.00	
			-		-				0.00	
									0.00	
Subtotal			-		-		5,145		5,145.00	
Payroll burden	38.00%								0.00	
Subtotal									5,145.00	
Insurance and Bonds	2.50%									128.63
Gross Receipts Tax	0.00%									0.00
						TOTAL			5,273.63	

Additional Days Requested 3 week lead time

APPROVED: _____

DATE: _____



ACME ELECTRIC

Company

Proposed Change Order

1

TITLE: Panel DHE breaker replacement
PROJECT: COL Parking Garage
TO: Garrett Presnell
 Teinert Construction

DATE: 5/23/2022

JOB: 1517

CONTRACT NO:

Panel DHE breaker replacement

Project Manager	1.00	\$	65.69	\$	65.69
Superintendent	1.00	\$	30.00	\$	30.00
Superintendent OT	0.00	\$	45.00	\$	-
Foreman/Journeyman	4.00	\$	30.00	\$	120.00
Foreman/Journeyman OT	0.00	\$	45.00	\$	-
Labor Burden	\$	215.69	50%	\$	107.85
Total Labor				\$	323.54
Materials				\$	4,150.00
CSI		NC		\$	-
Subtotal				\$	4,473.54
OH/Profit	15.00%			\$	671.03
Bond	0.00%			\$	-
Total				\$	5,144.57
Sell					\$5,145.00

 Ryan Brown

Date:

 Garrett Presnell

Date:

REVISED

PROPOSAL SUBMITTAL FORM
LUMP SUM PROPOSAL CONTRACT

DATE: May 5, 2020

PROJECT NUMBER: RFP 20-15261-MA Municipal Parking Garage

Proposal of Teinert Construction (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the Municipal Parking Garage having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

I. BASE PROPOSAL (Without Alternates)

ITEM	DESCRIPTION	BASE PROPOSAL (Without Alternates)
1	Construction of the Municipal Parking Garage	\$ 7,400,000.00 -- \$6,760,236.00

ALTERNATE #1:

ITEM	DESCRIPTION	PRICING
1	Provide pricing for street markings and raised pavement markers	- 8,800.00 -- \$

ALTERNATE #2:

ITEM	DESCRIPTION	REDUCTION
2	Provide pricing for lighted bollard reduction	-40,000.00 -- \$

TOTAL PROPOSAL INCLUDING ALTERNATES:

ITEM	DESCRIPTION	TOTAL
1	PROPOSAL INCLUDING ALTERNATES	7,368,800.00 - \$

I. OPTION #1

ITEM	DESCRIPTION	PRICING
1	Provide pricing to include perforated screen	-360,000.00 - \$

OPTION #2

ITEM	DESCRIPTION	PRICING
2	Provide pricing to include mesh screen	752,000.00 - - \$

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 300 (to Final Completion)

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within 360 Consecutive Calendar Days Completed by the Contractor.

THREE HUNDRED AND SIXTY DAYS CONSECUTIVE CALENDAR DAYS (360) thereafter as stipulated in the specifications and other documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of \$1,500 ONE THOUSAND FIVE HUNDRED) for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the document.


Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Offerors. Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing. The Offeror agrees that this proposal shall be good for a period of ninety (90) calendar days after the scheduled closing time for receiving

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for _____ Dollars (\$ _____) or a Proposal Bond in the sum of Five Million Dollars and 00/100 Dollars (\$ 5,000,000.00), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

Date: May 5, 2020


Daniel Horton

Authorized Signature

Daniel Horton
(Printed or Typed Name)

(Seal if Offeror is a Corporation)

ATTEST:


Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 03/27/2020
Addenda No. 2 Date 03/27/2020
Addenda No. 3 Date 04/15/2020
Addenda No. 4 Date 04/28/2020
Addenda No. 5 Date 04/29/2020
Addenda No. 6 Date 05/24/2020

Teinert Construction
Company
4009 Clovis Road
Address
Lubbock, Lubbock
City, County
Texas, 79415
State Zip Code
Telephone: 806 - 744-2801
Fax: 806 - 744-2401
Email: daniel@teinert.com
FEDERAL TAX ID or SOCIAL SECURITY
No.
75-1803657



M/WBE Firm:	<input type="checkbox"/> Woman	<input type="checkbox"/> Black American	<input type="checkbox"/> Native American
	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Other (Specify)

proposals.

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

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



Offeror's Initials

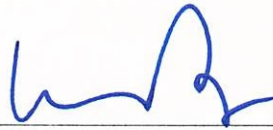
September 22, 2020

RESOLUTION

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

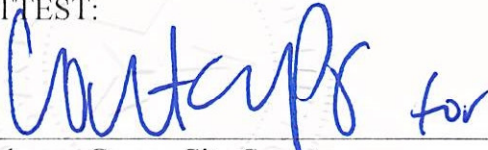
THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 15261 for Municipal Parking Garage as per RFP 20-15261-MA, by and between the City of Lubbock and Teinert Construction, of Lubbock, Texas, and related 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 September 22, 2020.



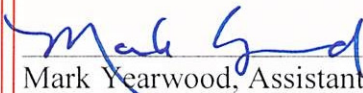
DANIEL M. POPE, MAYOR

ATTEST:



Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

**City of Lubbock, TX
Capital Project
Project Cost Detail
July 12, 2022**

Capital Project Number:	92672
Capital Project Name:	Municipal Parking Garage

Encumbered/Expended

Design	602,997
Bidding/Miscellaneous	132
Construction	6,766,986
Acquisition	145
Installation	12,718

Agenda Item July 12, 2022

Teinert Contract #15261 Amendment 1	187,644
<i>Encumbered/Expended To Date</i>	<u>7,570,622</u>

Estimated Costs for Remaining Appropriation

Owner Contingency	390,672
<i>Remaining Appropriation</i>	<u>390,672</u>
Total Appropriation	<u>\$ 7,961,294</u>

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 33001638, with CDW Government, LLC, for professional services related to the planned upgrade of the Microsoft active directory migration and domain consolidation project for Public Safety.

Item Summary

The purchase from CDW Government, LLC at a cost of \$64,130 is for the Microsoft active directory migration and domain consolidation project for Public Safety. The proposed agreement is for a one-year period.

The purchase is made available through the OMNIA Partners Region 4 Education Services Center "ESC" Contract #R210401. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software and other Information Technology products through the OMNIA Partners program. Pursuant to Texas Government Code Chapter 791.025, purchases from the OMNIA Partners contracts meet competitive bid requirements.

Fiscal Impact

The purchase price of \$64,130 is being made through the Information Technology Professional Services Account, and is included in the Adopted FY 2021-22 Operating Budget.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

James C. Brown, Director of Information Technology

Attachments

Resolution CDW PO 33001638

CDW PO 33001638

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 33001638, for the purchase of active directory data migration, bringing the City's public safety units into the same used principal domain, by and between the City of Lubbock and CDW Government LLC of Chicago, Illinois, 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:



Ryan Brooke, Assistant City Attorney



PURCHASE ORDER


Page - 1
Date - 6/22/2022
Order Number 33001638 000 OP
Branch/Plant 3410

TO: CDW GOVERNMENT INC
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1314 AVENUE K - BASEMENT
LUBBOCK TX 79401

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

BY:


Marta Alvarez, Director of Purchasing & Contract Management

Ordered 6/22/2022 Freight
Requested 6/22/2022 Taken By YBUSBY
Delivery Per J Zhine / Req # 59018 PUR 16689/Quote#062022/OMNIA ESC R210401

If you have any questions contact Jay Zhine:jzhine@mylubbock.us Phone 806-775-2366

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
AD Migration & Domain	1.000	37,065.0000	EA	37,065.00	7/22/2022
Consolidation SOW					
AD Migration & Domain	1.000	37,065.0000	EA	37,065.00	7/22/2022
Consolidation Project Closure					
Discount	1.000	(10,000.0000)	EA	(10,000.00)	7/22/2022
Seller Funding					
Total Order					

Terms NET 30

64,130.00

INSURANCE REQUIRED:

Commercial General Liability, per occurrence- \$1,000,000 \$2,000,000 Aggregate. 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.

Cyber Liability Requirements: \$2,000,000 of coverage is needed for Cyber Liability.
Technology Errors and Omissions Requirements: \$5,000,000 per claim.

City of Lubbock is named as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the City of Lubbock on liability coverages. To include products of completed operations endorsements. Waiver of subrogation provided on the workers' compensation.

This purchase order encumbers funds in the amount of \$64,130.00 awarded to CDW Government, Inc. of Chicago, IL, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: Quote dated June 20, 2022, from CDW Government, Inc. of Chicago, IL and OMNIA ESC R210401.

Resolution # _____

CITY OF LUBBOCK

Tray Payne, Mayor

ATTEST:

Rebecca Garza, City Secretary

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 violation 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/departmentsal-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



STATEMENT OF WORK

Project Name:	DVS - City of Lubbock - AD Consolidation	Seller Representative: Rob Cooper +1 (469) 587-0447 robecoo@cdw.com
Customer Name:	CITY OF LUBBOCK	
CDW Affiliate:	CDW Government LLC	
Date:	June 20, 2022	Solution Architect: Evan Doty
Drafted By		

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and CITY OF LUBBOCK (“**Customer**,” and “**Client**,”).

This SOW is subject to the terms and conditions of the OMNIA Partners Region 4 Education Services Center “ESC” Contract #R210401 held by CDW Government LLC with an effective date of June 1, 2021 (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT SCOPE

OVERVIEW

The Customer has requested assistance in completing a domain consolidation, bringing their public safety – including Fire and Police units – into the principal domain used. This will involve working with, and scheduling with, active police and fire units, as well as identifying the potential for a coexistence model for the migration versus a ‘big bang’ model. This scope will also include time and effort for analyzing those applications in use by the organization, planning for the remote users in the organization, and incorporating all the potential components involved in a complex migration. Some important considerations for this scope include the following: A total of six (6) key applications are identified as essential to the migration process, and so only those six applications will be reviewed.

A key item to identify is that the Public Safety domain is linked to the primary domain of the city, and email, as well as other Office 365 applications are presented to users in the public safety domain via those linked accounts. As that is the case, no specific migration of mail or other Office 365 resources are understood to be needed at this time.

In the interest of efficiency, the Customer will be responsible for decommissioning the public safety domain once resources are moved out of it, and it stands empty. Additionally, customer will be responsible for the full resource migration, once migration testing and the 10 object pilot migration has completed.

PRE-PLANNING

APPROACH

In order to ensure a successful project, Seller will follow its proven methodology that focuses on envisioning, planning, design, and deploy phases.

During these phases, Seller will work with Customer in a team-centric approach to ensure that knowledge transfer and best practices are provided to the Customer team. It is assumed that Customer will provide a 'point' person who has knowledge of Customer systems and setup to provide input to the planning and design efforts.

The Workshops described in this document will facilitate direct knowledge transfer between Seller and the Customer staff, preparing Customer to more effectively participate in the implementation of Microsoft Active Directory Domain Services ("AD DS"). Techniques include a combination of formal presentation and less structured discussions that allow Customer staff to acquire information about the technologies specific to the Customer deployment requirements. The design workshops will discuss the technology overview, best practices and design elements specific to the Customer environment.

PRE-PLANNING – DOCUMENTATION REQUEST

Seller needs to review the Customer documentation of its current environment prior to the workshop activity.

Upon the receipt of a signed SOW, Seller will work with Customer to obtain this documentation that will prepare Seller for the Design Workshops. This documentation will be reviewed prior to the commencement of the Kick-Off Meeting. If the required documentation is not available, Seller has a Site Assessment worksheet that can be provided to help gather the documentation.

The Current State Document Request List includes: Domain Environment, Directory Services environment, Messaging environment, Network Environment, User Population, Service Levels and Administration.

PROJECT KICK-OFF MEETING

Seller will begin with a Project Kick-off Meeting with the core Customer Project team. The initial meeting may require time with the Customer business stakeholders, program sponsors, leads and IT managers. These interviews will help drive out the required business objectives, drivers, overall design objectives and finalize the scope. This meeting should occur at least one week prior to the onsite design and planning activities in order to give the teams the opportunity to prepare.

Topics for this meeting include:

- Knowledge transfer and review of company and project vision
- Outline of primary goals, objectives, and project requirements
- Knowledge transfer of Company Physical Profile and Organization structure including special requirements for a location of business unit
- Document Request Current State
- Establishment of Project Management protocol for the engagement
- Establishment of Roles and Project Schedule

PLANNING SESSION

Planning is important and key to the success of a project or group of projects. The first day of onsite design and planning will include a session to clarify and review the gathered current state information. The requirements for the new environment will also be outlined during this session.

- Current State. Review and clarification of questions on the Current State environment.
- Requirements Definition. Determine, review and prioritize requirements for users, directories, security, coexistence, migration process, and monitoring and maintenance activities.



AD DS HEALTH CHECK AND ANALYSIS

The health check and analysis consists of a number of activities, all of which contribute to a systematic and rigorous evaluation of your AD DS environment.

ENVIRONMENT EXAMINATION

The Seller's consultant will first become acquainted with the existing AD DS architecture and any auxiliary environments or applications that rely on or affect AD DS. The Environment Examination includes a Design Check and a Health Check. Part of this design check will be reviewing and verifying the nature of the linked connectivity between the two environments, wherein user accounts in the Public Safety domain access resources in the main City domain via linked connections.

DESIGN CHECK

The Seller consultant will analyze the current AD design and looks for gaps or deficiencies in the following areas:

- Forest and Domain Architecture
- Domain Controllers
- DNS and Namespace design
- NetBIOS Name Resolution
- Flexible Single Master Operation (FSMO) Placement
- Replication topology and Site Design
- Group Policy Objects (GPO)
- AD DS Monitoring & Backup Processes
- AD DS Disaster Recovery
- AD DS Antivirus; Patch Management Processes
- Audit Policies
- Security Policies
- Account Lockout Policies

HEALTH CHECK

The health check evaluates whether the following areas are working properly and identifies any gaps indicating that they are not. The health check will:

- Verify the health of each Domain Controller
- Verify FSMO ownership propagates properly throughout the Forest
- Verify Site & Subnet topology
- Verify replication convergence
- Verify FRS or DFS-R is replicating properly
- Identify users with Enterprise Admin, Schema Admin and Domain Admin rights

These activities provide the basis for, and typically contribute to, the Gap Identification and Best Practices Analysis component.

REPORT AND PRESENTATION

Seller will formally present the Health Check findings during a review session with system administrators and leads. The Findings and Recommendations document and presentation also provide a high-level road map of next steps and an outline of potential issues.

PLANNING AND DESIGN

The Design Workshops described in this document will facilitate direct knowledge transfer between Seller and the Customer staff, preparing Customer to more effectively participate in AD DS' migration. Techniques include a combination of formal presentation and less structured discussions that allow Customer staff to acquire information about the technologies specific

to the Customer deployment requirements. The design workshops will discuss the technology overview, best practices and design elements specific to the Customer environment.

EXISTING AD DS DESIGN REVIEW AND VALIDATION

Since Customer has an existing target environment to be used for the migration, Seller will review this environment. This review will focus on the suitability of the target environment to support the migration and on comparing the environment to best practices to identify any gaps or necessary remediation steps.

The Active Directory Domain Services (AD DS) Design Review will cover the following topics with respect to the existing target AD DS environment:

- Architecture Design
 - Current State and Requirements Review
 - Forest and Domain Architecture
 - Name Resolution and Network Services
 - Sites and Services Architecture
 - Operations Master Roles and Domain Controllers
 - Backup and Restore
- Administrative Design
 - Account Model
 - Group Model
 - Delegation of Administration
 - Group Policy Model Design

Understanding that we have just completed a health check, the AD DS design review and validation will focus specifically on the requirements of integration for users coming from the public safety AD DS environment. This will include items such as the linked accounts used for mail and O365 access, among other things.

APPLICATION ASSESSMENT WORKSHOP

In this workshop, the Seller will work directly with the Customer seeking to understand and capture the components and implementations of the components for up to six (6) applications identified as ‘tightly coupled’ to the source domain, to be moved to the destination domain. The components, along with their implementation, drives out options available to implement using various migration scenarios.

- Validate/Determine current state of the Application component architecture
- Validate/Determine Security and Identity pattern requirement for application
- Identify component dependencies for the application.
- Create a conceptual diagram for review with the decision makers
 - Bounded to counts and connectivity – not application reviews
 - M365 Suite (Exchange, SharePoint, teams, AAD, etc.)
- External connectivity
 - VPN
 - SAAS
 - Non-domain joined managed devices

AD DS MIGRATION PLANNING WORKSHOP

The AD DS Coexistence and Migration Planning Workshop is a critical component in determining a comprehensive migration plan that minimizes user disruption and process changes during the production migration phase. During this phase, Seller will work with Customer to ensure that knowledge transfer and best practices are provided to the Customer team.

The AD DS Coexistence and Migration Planning Workshop will cover the following topics:

- Migration Approaches

- Network Services Integration
- Domain Upgrade Strategy
- Domain Migration Strategy
- Data Migration Strategy
- Applications and Services Migration Strategy
- Tools Selection
- Deployment Planning
 - Pre-Requisites
 - Communication Plan
 - Environment Build
 - Coexistence
 - Testing
 - User Migration Process
 - Workstation Migrations Process
 - Project Milestones and Timeline

DFS SHARE DISCOVERY AND DESIGN WORKSHOP

During this Workshop, Seller will work with Customer's technical staff that is responsible for the Distributed File System and has knowledge of the file shares and usage. This session will finalize the file share and user group definitions to provide a scope of the DFS Namespace and DFS Replication requirements.

The following topics will be included in the session:

- Discovery of file shares, group or individual ownership, user access and share sizes
- Discovery of user groups and types of file share mappings to be provided in the namespace
- Discovery of data center and remote site storage in use and availability for future use for file shares
- Logical namespace design and mappings
 - Review of Access-based Enumeration effects on namespace use
- File share / namespace storage mapping and replication definitions for:
 - Up to 100 file shares
 - Up to 3 sites or servers
- Review file server and network bandwidth available/requirements
- Plan for DFS role installation on required servers

BUILD AND PILOT

CONFIGURE DFS NAMESPACE AND REPLICATION

During this phase, Seller with participation from Customer's technical staff who is responsible for DFS will configure DFS-N and DFS-R. This phase will also require you to provide access and administrative privilege to DFS-N and DFS-R servers.

Implementation tasks that require physical presence in remote locations within the United States are not estimated in this Statement of Work. The Change Order process, defined below, will be utilized to add travel and services to remote sites if desired.

Tasks to be included in this phase include:

- Coordinating, with Customer, of new servers and other systems required to implement the DFS solution.
- Configuring DFS-N role on domain controllers, as required
- Validating storage space availability and usage for DFS share replications
- Configuring DFS-N and DFS-R definitions

- Up to 100 file shares will be configured
- Single failover / failback definitions for shares
- Up to 3 sites or servers will be configured
- Testing and validating DFS-N and DFS-R operations

ENVIRONMENT BUILD

During this phase, any required changes to the Target environment to enable the migration as determined during the AD DS Design Review are implemented. **Note:** The changes do **not** include remediating the Source or Target domains. If Customer requests remediation assistance, a project change order will be required for Seller to perform the additional work.

Any supporting infrastructure required for the migration including configured the migration tool, as determined in the AD DS Coexistence and Migration Planning Workshop is created and configured. Finally, any configuration changes required for the Source and Target environments to coexist, such as establishing forest trusts, are implemented.

MIGRATION

MIGRATION TESTING

Migration testing is a critical component in validating that the migration plan minimizes user disruption and process changes during the production migration phase. Testing is vital to confirm that individual aspects of the migration process are completed correctly and function as expected during the migration itself and once in the target environment. During the AD DS Coexistence and Migration workshop, specific functionality and use cases are typically identified that require specific testing. Together with the Customer, Seller will build test cases and scripts for each identified item, and then validate them during this phase.

The results of this phase will determine if changes are needed to either the source or target environments, or if the migration process itself needs to be altered. The AD DS Coexistence and Migration Plan will be updated as necessary.

PILOT PRODUCTION MIGRATION

This phase begins with a pilot migration. The pilot migration is limited in scope to minimize potential impact, but larger than any test migrations in order to validate the migration process on a larger scale, similar to what is planned for production migrations.

This pilot migration will be used to train the City of Lubbock team on the process and procedure needed to move Active Directory Objects between domains, including users, workstations, servers, and files.

FILE AND PRINT SERVICES

Seller will work with Customer to plan the migration of shares, files and access control lists on three (3) existing Windows Server File Services' servers to three (3) new Windows Server 2019 or newer File Services servers. Seller will also plan the migration of five (5) existing Windows Server Print Services' server to five (5) new Windows Server 2019 or newer Print Services server.

PROJECT CLOSURE AND NEXT STEPS

At the project's conclusion, a closure meeting will be held with Customer and Seller (Delivery and pre-Sales resources) to verify that all business and technical requirements have been satisfied. If, during the engagement, next steps or recommendations have been discovered by Seller those options will be presented to Customer for future action.

PROJECT ASSUMPTIONS

1. This project is limited to two (2) AD DS forest(s) comprised of two (2) domain(s).

2. There will be a reassessment of the level of effort of the execution phase, including build and migration, upon completion of the initial discovery and design of this project.
3. All domain controllers enumerated will reside in the United States.
4. There are not any other roles or applications on the current domain controllers that prevent the domain services role on them from being removed/decommissioned.
5. Customer acknowledges that duplicate NetBIOS names and IP addresses cannot be on the network at the same time, reusing the existing DC's NetBIOS names and IP addresses will result in an outage for those machines while each of their new replacement DCs are being configured. Customer acknowledges and accepts that all other roles or applications installed on the existing DCs will go offline when the servers are powered off.
6. User object migration will not exceed 10.
7. Workstation object migration will not exceed 10.
8. File server migration will not exceed 3.
9. Print server migration will not exceed 5.
10. Member server migration will not exceed 15.
11. Application investigation will occur for six (6) applications, but Customer is expected to have full support from application vendors in order to accomplish migration between domains, including establishment of coexistence.
12. The number of workstations migrated to the Target environment per day is estimated at 100 which is largely dependent on how many Level 1 support calls Customer's helpdesk can manage the following day. A change order will be needed if total number of hours allocated for migrating workstations does not meet the minimum estimate.
13. Workstation remediation is the responsibility of Customer; Seller will provide Level 2 support.
14. Quest Migration Manager for Active Directory ("MMAD") will be used for the migration. The estimated Services fees in this Statement of Work assumes MMAD will be utilized but if another tool was decided on during Planning and Design a Change Order can be created.
15. All tools the Seller installs or runs will be done so on Customer's hardware. Seller retains all rights to the Seller-developed tools.
16. The current AD DS and internal DNS are healthy and properly functioning to support the scope of this project.
17. The operating system version for the new domain controllers and any other servers will be Windows Server 2019 or newer.
18. You and Seller will follow Seller's Project Management Methodology for this project.
19. Some services may be performed at a location other than your location (or another location designated by you). When services are performed at your location (or another location designated by you), you will provide adequate, co-located workspace for the engagement personnel (both Seller personnel and Customer personnel) with appropriate system access. Seller recommends keeping these personnel separate from support teams and those performing daily operations. When services are performed at your location (or another location designated by you), the site will be secure. Seller is not responsible for lost or stolen equipment.
20. You will provide network connectivity, Internet access and voice access for local and long-distance calls.
21. All Change Orders will be provided in a timely fashion either by U.S. Mail, e-mail, personal transfer or facsimile transmission to Seller's contact person.
22. If specified in the "Description/Scope of Services" section above, initial support services related to the services that are the subject of this SOW will be available as specified in that section. Seller will invoice you for the time Seller performs this support, calculated using the rates specified in the "Professional Services Fees" section below (in the increments specified therein).
23. Customer will provide subject matter experts in any applications that may be necessary to connect to AD DS. These experts will provide the project team with authentication and migration plans. Seller will NOT design any application migration procedures.
24. Cost of Delay: The cost of all delays in Customer approval, issue resolution, and information provision to our team will be paid by Customer.

25. External Dependencies: There may be external projects/dependencies that may have significant impact on the timeline, schedule, and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.
26. Customer acknowledges that Seller may earn a Microsoft incentive payment if Customer purchases Microsoft products from Seller. Furthermore, Customer hereby consents to Seller receiving any such payment from Microsoft and has no objections in relation thereto.

CUSTOMER RESPONSIBILITIES

1. Communicate all material project matters to Seller's contact person.
2. Application compatibility and application support.
3. Provide at least one qualified technical person with system administration responsibilities for the duration of the project.
4. Provide qualified personnel at your location (or any other location designated by you where services are to be provided) to support your existing equipment for the duration of the project.
5. Provide other full-time, qualified, knowledgeable personnel who will perform your obligations under this SOW; make timely decisions necessary to move performance of the services forward; participate in this project to the extent reasonably requested by Seller; and reasonably assist Seller with its performance of the services.
6. Provide Seller's personnel with appropriate levels of access and privilege to systems and information necessary for Seller's performance of the services.
7. Build new server hardware and/or create guest virtual machines, install baseline operating system, establish network connectivity, and update OS with the latest patches, according to Microsoft best practices.
8. Purchase the appropriate number of Quest's Migration Manager for Active Directory licenses prior to the start of this project. Seller can assist with sourcing these materials upon request; however, Customer is ultimately responsible for the migration software for this project.

OUT OF SCOPE

Specific tasks outside this SOW include, but are not limited to:

1. Seller is NOT investigating, assessing, documenting, evaluating risk, or mitigating any of the following:
 - a. Application compatibility with Schema upgrade.
 - b. Applications compatibly with domain services functional level changes.
 - c. Applications installed on DCs and their functionality after removing Active Directory Domain Services.
2. Redesign of the structure of Active Directory Domain Services OUs, Groups, or Group Policies.
3. Hardware build and configuration of servers for the new servers ("rack and stack").
4. Provisioning of virtual servers to be used in this project.
5. Remediation of application dependencies on Active Directory Domain Services.
6. PKI health review, configuration or migration.
7. Reorganizing or repermissioning file server volumes and directories.
8. Installing and configuring antivirus, monitoring and/or backup agents on new Windows Servers. Customer is responsible for the solutions and will ensure that the servers are protected after the operating system is installed.
9. Seller will not be conducting formal training; however, knowledge transfer is integral to our approach throughout execution of our methodology.
10. User, administrative operations or other documentation not specifically previously mentioned.
11. Remediation of application dependencies on AD DS.
12. Reorganizing or repermissioning file server volumes and directories.
13. Troubleshooting and/or remediation of the current AD DS environment.

14. Redesign of the structure of AD DS. No redesign of the AD DS structure will be performed as part of this project.
15. Acquisition of hardware and software required for this engagement, including servers and software. Seller can assist with sourcing these materials upon request; however, Customer is ultimately responsible for the hardware and software for this project.
16. Staging of the physical servers to be used in this engagement. This includes racking as well as implementing the base operating system and network configuration.
17. Configuration of centralized storage. SAN and/or other centralized storage configuration is the responsibility of Customer
18. Installing and configuring antivirus on the Microsoft Servers or Workstations. Customer is responsible for the antivirus solution and will ensure that the servers are protected after the operating system is installed.
19. Backup/disaster recovery. Seller will not develop a backup/disaster recovery plan for the new environment as a part of this engagement.
20. Seller will not be conducting formal training; however, knowledge transfer is integral to our approach throughout execution of our methodology.
21. Writing end user and administrator process documentation. That documentation can be added to the project's scope but will required a change request for the additional hours required.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

ITEM(S) PROVIDED TO CUSTOMER

Table 1 – Item(s) Provided to Customer

Item	Description	Format
AD DS Review/Validation	Document that has captured all inventory that has been gathered during the Analysis and Planning phase and the AD DS Architectural Design and Administration Review/Validation workshops.	PDF
AD DS Migration Planning Design	Final design document that includes: <ul style="list-style-type: none"> • Migration planning design • Migration strategy and approach • Dependencies and coexistence design 	PDF
Next Steps/Recommendation follow-up Services Proposal	Services Proposal written by pre-Sales (non-billable) for the recommended next steps.	PDF

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.

- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

Kickoff Meeting. Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.

Project Schedule or Plan. A project schedule that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.

Status Meetings and Reports. Status meetings will be conducted on a regular cadence schedule based on agreement with stakeholders, the estimated project duration and budget available. During these meetings, the Seller and Customer will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions and conduct a budget review.

Change Management. When a change to a project occurs, the Seller's project change control process will be utilized.

Project Closure. Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for Customer to formally acknowledge. If desired, the project team will meet to recap, answering any questions address project transition activities and next steps.

Project Management

A Project Manager is assigned and provides the following:

- Coordinates and facilitates kickoff, status (at agreed upon intervals) and close out calls
- Documents and distributes meeting notes/action items for all calls
- Creates and distributes escalation and contact lists
- Conducts regular status meetings to proactively identify any issues that may arise in order to mitigate risk
- Facilitates any necessary Change Orders and administrative tasks as necessary
- Monitors project scope and expectations
- Identifies and manages project risks
- Monitors the status and progress of the project and the quality of items provided
- Communicates at regular intervals, as agreed upon
- Acts as the main Point Of Contact to Customer, if requested
- Ensures project timelines, dependencies, budgets and closure are met within the project lifecycle

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$74,130.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

Milestone	Percentage	Fee
Signed SOW	50%	\$37,065.00
Project Closure	50%	\$37,065.00
Subtotal	100%	\$74,130.00
<i>Less Seller funding</i>		<i>(\$10,000.00)</i>
Totals		\$64,130.00

EXPENSES

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

TRAVEL NOTICE

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC

CITY OF LUBBOCK

By: _____

By: _____

Name: Susan Lusk

Name: _____

Title: Mgr Contract Negotiations

Title: _____

Date: _____

Date: _____

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

PO BOX 2000, ACCTS PAYABLE

LUBBOCK, TX 79457-0001

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Location(s)	Address
IT Main	1314 Ave K, Lubbock, TX 79457

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 33001641, with Dell Financial Services, LLC, for a two-year VMware Enterprise License Agreement for support for cloud-based and virtual hardware and storage.

Item Summary

The purchase from Dell Financial Services LLC is for a two (2) Year VMware Enterprise License Agreement at a cost of \$600,000 for the City of Lubbock including a payment plan solution. The payments will be billed in two invoices in the amount of \$300,000 each and will be due on 10/15/2022 and 10/15/2023.

The purchase is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-TSO-3763. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software and other Information Technology products through the DIR program. Pursuant to Texas Government Code Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

The purchase price of \$600,000 is being made through the Information Technology Software Maintenance Account and is pending approval in the Proposed FY 2022-23 and 2023-24 Operating Budgets. The payments will be billed in two invoices in the amount of \$300,000 each and will be due on 10/15/2022 and 10/15/2023.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
James C. Brown, Director of Information Technology

Attachments

Resolution
Purchase Order

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 33001641, for the purchase of VMware licenses and support, as per DIR-TSO-3763, by and between the City of Lubbock and Dell Financial Services, LLC of Carol Stream, Illinois, 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:



Ryan Brooke, Assistant City Attorney



PURCHASE ORDER

Page - 1
Date - 6/30/2022
Order Number 33001641 000 OP
Branch/Plant 3410

TO: DELL FINANCIAL SERVICES, LLC
PO BOX 6549
CAROL STREAM IL 60197-6549

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1314 AVENUE K - BASEMENT
LUBBOCK TX 79401

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

BY: 
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 6/30/2022 Freight
Requested 6/30/2022 Taken By YBUSBY
Delivery Per J Zhine / Req # 59028 PUR 16708/Q#3000123289348.1/DIR-TSO-3763

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
VMware ELA 10/15/2022	1.000	300,000.0000	EA	300,000.00	7/15/2022
# AC148908					
VMware ELA 10/15/2023	1.000	300,000.0000	EA	300,000.00	7/15/2022
# AC148908					

Total Order

Terms NET 30

600,000.00

INSURANCE REQUIRED:

Commercial General Liability, per occurrence- \$1,000,000
\$2,000,000 Aggregate. 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.

Cyber Liability Requirements: \$1M of coverage is needed for
Cyber Liability.
Technology Errors and Omissions Requirements: \$1M of
coverage is needed.

City of Lubbock is named as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the
City of Lubbock on liability coverages. To include products of completed operations endorsements. Waiver of subrogation provided on
the workers' compensation.

Quote # 3000123289348.1, dated 06/17/2022, with all terms and conditions, is hereby incorporated
by reference in this PO. The PO and Quote shall supersede all previous Quotes for this opportunity.
Any additional purchase order terms and conditions applicable to this PO shall apply only to Vendor
or Contractor and not to the payment commitment to DFS contained in the Quote. Customer will
remit all Payments to P.O. BOX 6549, Carol Stream, IL 60197-6549.

CITY OF LUBBOCK

ATTEST:

Tray Payne, Mayor

Rebecca Garza, City Secretary

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 violation 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/departmentsal-comptroller/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: omr@ci.lubbock.tx.us. Please send this request to this email address for it to be processed



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000123289348.1	Sales Rep	Cody Long
Total	\$600,000.00	Phone	(800) 456-3355, 6180336
Customer #	1784159	Email	Cody_Long@Dell.com
Quoted On	Jun. 17, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	Jul. 15, 2022		CITY OF LUBBOCK
Contract Name	Texas Department of Information Resources (TX DIR)		PO BOX 2000
Contract Code	C000000006841		LUBBOCK, TX 79457-0001
Customer Agreement #	TX DIR-TSO-3763		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Cody Long

Shipping Group

Shipping To	Shipping Method	Dell Financial Services annual payment solution is located on page 2
JAY ZHINE CITY OF LUBBOCK INFORMATION TECHNOLOGY 1314 AVE K - BASEMENT LUBBOCK, TX 79401 (806) 775-2366	Standard Ground	

Product	Unit Price	Quantity	Subtotal
City of Lubbock - VMware ELA	\$600,000.00	1	\$600,000.00
Customer Agreement No.: TX DIR-TSO-3763			

Subtotal:	\$600,000.00
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$600,000.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total: \$600,000.00

Dell Financial Services ("DFS") annual payment terms:

- Customer shall insert the following on its associated Purchase Order (PO):
"Quote # 3000123289348.1, dated 06/17/2022, with all terms and conditions, is hereby incorporated by reference in this PO. The PO and Quote shall supersede all previous Quotes for this opportunity. Any additional purchase order terms and conditions applicable to this PO shall apply only to Vendor or Contractor and not to the payment commitment to DFS contained in the Quote. Customer will remit all Payments to P.O. BOX 6549, Carol Stream, IL 60197-6549."
- This Quotation is a sale of goods and is not a services contract. Customer's purchase order must be received by Dell no later than 07/15/2022.
- Acceptance of the products stated on this Quotation shall occur upon receipt.
- Failure to make any one payment will require Customer to discontinue using all Software licenses and certify it has uninstalled and is no longer using the Software or related services on this Quotation. Early termination by Customer is only permitted in the event that fiscal funding is eliminated for the project with which the above products are associated. Furthermore, termination for lack of fiscal funding may only occur at the annual anniversary date of this Quotation. Customer agrees that continued use of this Software after declaring a non-appropriation will require Customer to continue to pay for the Software, so Customer does not violate the Takings Clause of the US Constitution and other applicable state and local laws.
- The total purchase price for the items set forth above shall be payable in the following periodic payment installments (each a "Due Date" and each installment amount a "Payment") as outlined below. Payment must be received by the due date or a late fee will be assessed in accordance with any applicable prompt payment act. Dell assigns its rights to the Payments and any applicable late charge hereunder to Dell Financial Services L.L.C. ("DFS") and DFS may invoice Customer for the Payments, and Customer shall make Payments to DFS in accordance with these provisions.
All Payments shall be made to Dell Financial Services L.L.C., P.O. BOX 6549 Carol Stream, IL 60197-6549.
- Customer agrees that notwithstanding anything in the Agreements, DFS and its successors and assignees may at any time and without notice further assign the Payment, in whole or in part.

Payment Amount	Payment Due Date
\$300,000.00	10/15/2022
\$300,000.00	10/15/2023

Shipping Group Details

Shipping To

JAY ZHINE
CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1314 AVE K - BASEMENT
LUBBOCK, TX 79401
(806) 775-2366

Shipping Method

Standard Ground

		Quantity	Subtotal
City of Lubbock - VMware ELA	\$600,000.00	1	\$600,000.00

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description

	SKU	Unit Price	Quantity	Subtotal
City of Lubbock - VMware ELA	AC148908	-	1	-

Subtotal:	\$600,000.00
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00

Total:	\$600,000.00
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Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 1): Consider Ordinance No. 2022-O0095, for Zone Case 696-A, a request of Stantec Consulting Services for Devon Self-Storage, for a Specific Use for a self-storage facility on property zoned Commercial District (C-4) at 2010 Avenue R, located south of 20th Street and west of Avenue R, Sherwood Addition, Lot 1.

Item Summary

On June 28, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on June 2, 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 696-A
Staff Report 696-A
Documentation 696-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. 696-A; A ZONING CHANGE FROM C-4 TO C-4 SPECIFIC USE FOR A SELF-STORAGE FACILITY, AT 2010 AVENUE R, LOCATED SOUTH OF 20TH STREET AND WEST OF AVENUE R, SHERWOOD 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 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. 696-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-4** to **C-4 Specific Use** for a **self-storage facility** zoning district at **2010 Avenue R, located south of 20th Street and west of Avenue R, Sherwood Addition, Lot 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 **C-4** 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 **2010 Avenue R, located south of 20th Street and west of Avenue R, Sherwood Addition, Lot 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, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

Staff Report		Zone Case 696-A
City Council Meeting		June 28, 2022

Applicant Stantec Consulting Services

Property Owner Devon Self-Storage

Council District 1

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- February 7, 1921, Ordinance No. 197: This property was annexed into city limits.
- March 13, 1941, Original Zoning Ordinance No. 661: This property was zoned Single & Two-Family District (B).
- April 6, 1955, Ordinance No. 1695: This zoning on this property was converted from District (B) to Two-Family District (R-2).
- May 29, 1958, Zone Case 696, Ordinance No. 2486: This property was rezoned from R-2 to Commercial District (C-4).
- June 2, 2022, Zone Case 696-A: The Planning and Zoning Commission recommended approval for a Specific Use for a Storage Facility on property zoned Commercial District (C-4) by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 25
- Received In Favor: 0
- Received In Opposition: 1 (outside the notification boundary)

Site Conditions and History

This property was platted as Sherwood Addition, Lot 1 in 1959 and developed with a commercial building in 1960. The building is now vacant, but was formerly used by AT&T.

Adjacent Property Development

This property is surrounded by single-family residences and parking lots zoned R-2 to the east and south, a single-family residence and commercial print shop zoned C-4 to the north, and a self-storage facility zoned C-4, a single-family residence zoned Multi-Family District (R-3), and an apartment complex zoned High-Density Apartment District (A-2) to the west.

Zoning Request and Analysis

Item Summary

The subject property is located at 2010 Avenue R, south of 20th Street and west of Avenue R. The applicant is requesting a Specific Use for a Self-Storage Facility on property zoned C-4.

Current zoning: Commercial District (C-4)

Requested zoning: Specific Use for a Self-Storage Facility

Intent Statements

The intent of the current C-4 zoning is “to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or federal highways. Because of the heavy commercial nature of the permitted uses, compatibility with adjacent residential areas should be carefully considered.”

The intent of the proposed Specific Use District 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 property is located south of 20th Street and west of Avenue R, both of which are designated Local Streets by the Master Thoroughfare Plan, 2018. Local Streets are designed to provide access to smaller, destination-oriented areas such as neighborhoods, subdivisions, or local business districts.

Compatibility with Surrounding Property

The proposed Specific Use is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Zoning Ordinance

The proposed Specific Use 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 Specific Use 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. Photos
- F. Application and Supporting Documentation
- G. Notification Response

Staff Contacts

Aslyn Henry
Planner
Planning Department
806-775-2021
ahenry@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 696-A



Allowable Uses: [Commercial District \(C-4\)](#)
[Specific Use District](#)

Transportation: The proposed development has points of access from 20th Street, Avenue S, 21st Street and Avenue R

Thoroughfare	Existing	Per Thoroughfare Development Plan
20 th Street <i>Local Street</i>	R.O.W. 50 feet, two-lane, undivided, paved	R.O.W. 50 feet, two-lane, undivided, paved
Avenue S <i>Local Street</i>	R.O.W. 50 feet, two-lane, undivided, paved	R.O.W. 50 feet, two-lane, undivided, paved
21 st Street <i>Local Street</i>	R.O.W. 50 feet, two-lane, undivided, paved	R.O.W. 50 feet, two-lane, undivided, paved
Avenue R <i>Local Street</i>	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 696-A: Stantec Consulting Services for Devon Self-Storage

Request for a Specific Use for a self-storage facility on property zoned Commercial District (C-4) at:

- 2010 Avenue R, located south of 20th Street and west of Avenue R, Sherwood Addition, Lot 1.

PLANNING DIRECTOR KRISTEN SAGER stated there were twenty-five (25) 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 PAUL HAMES 6080 Tennyson Parkway, Suite 200 Plano, Texas with Stantec Consulting Service, advised he is the engineer on the project and is available to answer any questions.

APPLICANT'S ARCHITECT MIKE OLSEN 2010 Avenue R, advised they intend to do a Class A conversion on the property for a climate controlled self-storage facility with no storage on the parking lot. He shared photos of other projects they have been involved in and stated he understands the requirement for a six-foot screening fence on the property line. He spoke with neighbors regarding the fence and they felt a wall should not be required. One neighbor who has lived there for six years, stated the other storage facility nearby has been broken into and causes litter in the area. A wall would give homeless people a place to hide behind. He told the neighbors there would be lighting and security on and around the facility. The property has been vacant for three years.

PLANNING DIRECTOR KRISTEN SAGER stated a screening wall is required adjacent to residential property. The property is unique because it has streets on all four sides. The applicant has the option to request a variance to waive the requirement through the Zoning Board of Adjustment.

BOARD MEMBER JAMES BELL asked if they have remodeled any multi-story buildings. Mr. Olsen answered they have done a three-story building in Michigan.

BOARD MEMBER RENEE CAGE asked about lighting. Mr. Olsen stated they intend to have lighting in the parking lot.

BOARD MEMBER SUSAN TOMLINSON asked if they are open to developing businesses other than self-storage. Mr. Olsen stated they only do self-storage.

OPPOSITION DR. TRAVIS NEEL 2220 33rd Street, Assistant Professor of Art at Texas Tech University, read a prepared letter. He is representing The Heart of Lubbock Neighborhood Association. There is already a self-storage facility in the neighborhood and the Association is trying to make the area more walkable. They are concerned about homeless people gathering, substandard housing, drug trade/use, and sex workers coming into the area. He pointed out there is a flooding issue in the area already, at the corner of 21st Street and Avenue S. They are already concerned about that corner becoming a health hazard to the nearby residents. The Association does not think that is a good project for the neighborhood.

OPPOSITION TOM ROHRIG 2430 29th Street stated he is the current Secretary of the Heart of Lubbock Neighborhood Association. They are in favor of retail businesses coming into the neighborhood.

CHAIR ZACH SAWYER stated there are several things that cannot be figured into the request. It is not going to cause more graffiti, flooding issues, and stormwater problems as those issues already exist. The self-storage building may help to clean up the area.

BOARD MEMBER JAMES BELL stated anything is better than a vacant building and acknowledged there will still be issues.

BOARD MEMBER SUSAN TOMLINSON stated she would love to see a grocery store come to that neighborhood but at this point, there has not been the interest to build on that property.

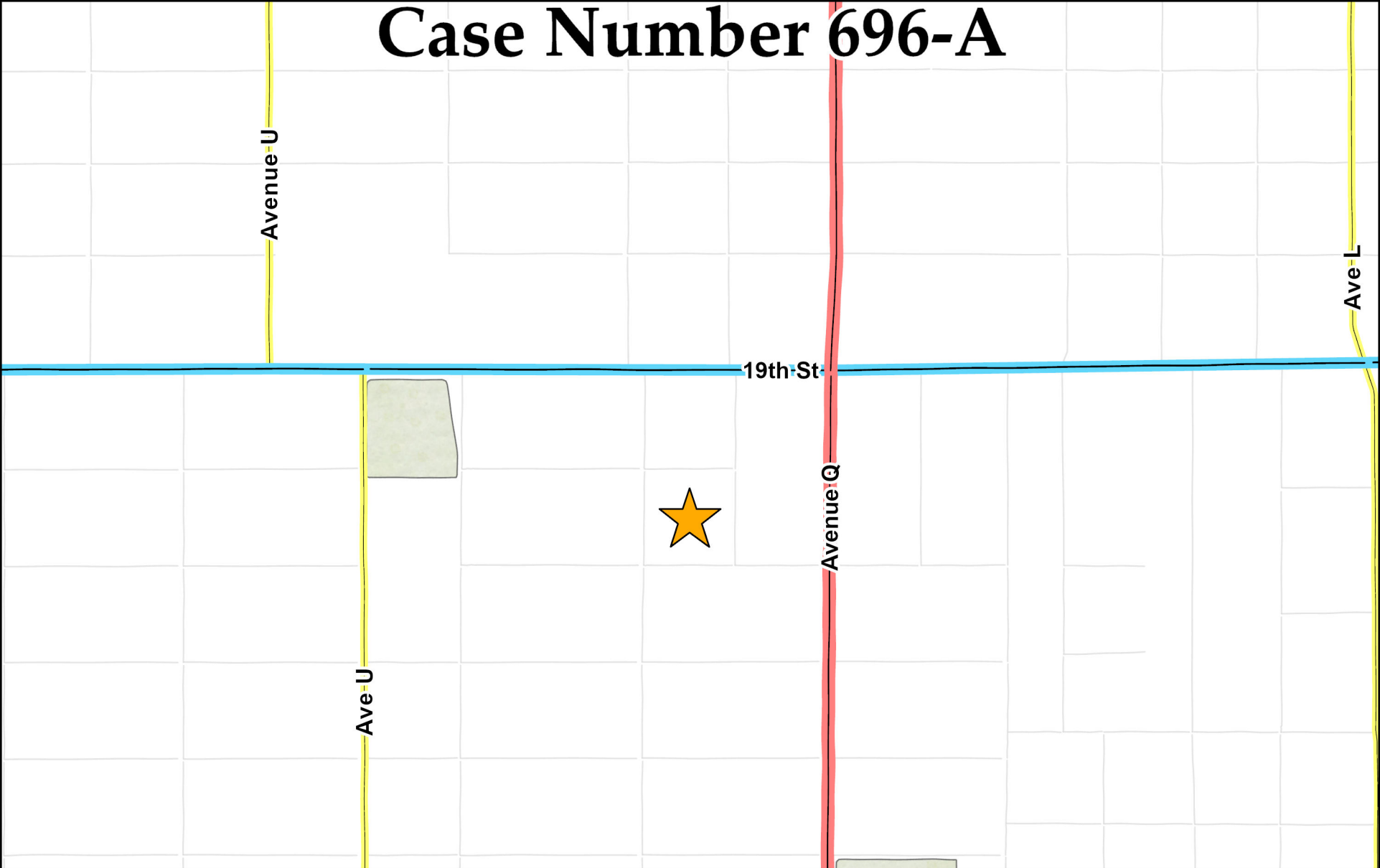
BOARD MEMBER RENEE CAGE stated some landscaping may help combat some of the issues that exist in the area.

No one spoke in favor of the request.

Zone Case 696-A

In the matter of **Zone Case 696-A** a motion was made by **JAMES BELL** and seconded by **SUSAN TOMLINSON** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 696-A



Collector

- Completed
- Partial
- Future

Minor Arterial

- Completed
- Partial
- Future

Modified Arterial

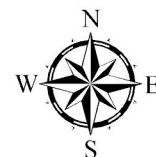
- Partial
- Future

Principal Arterial

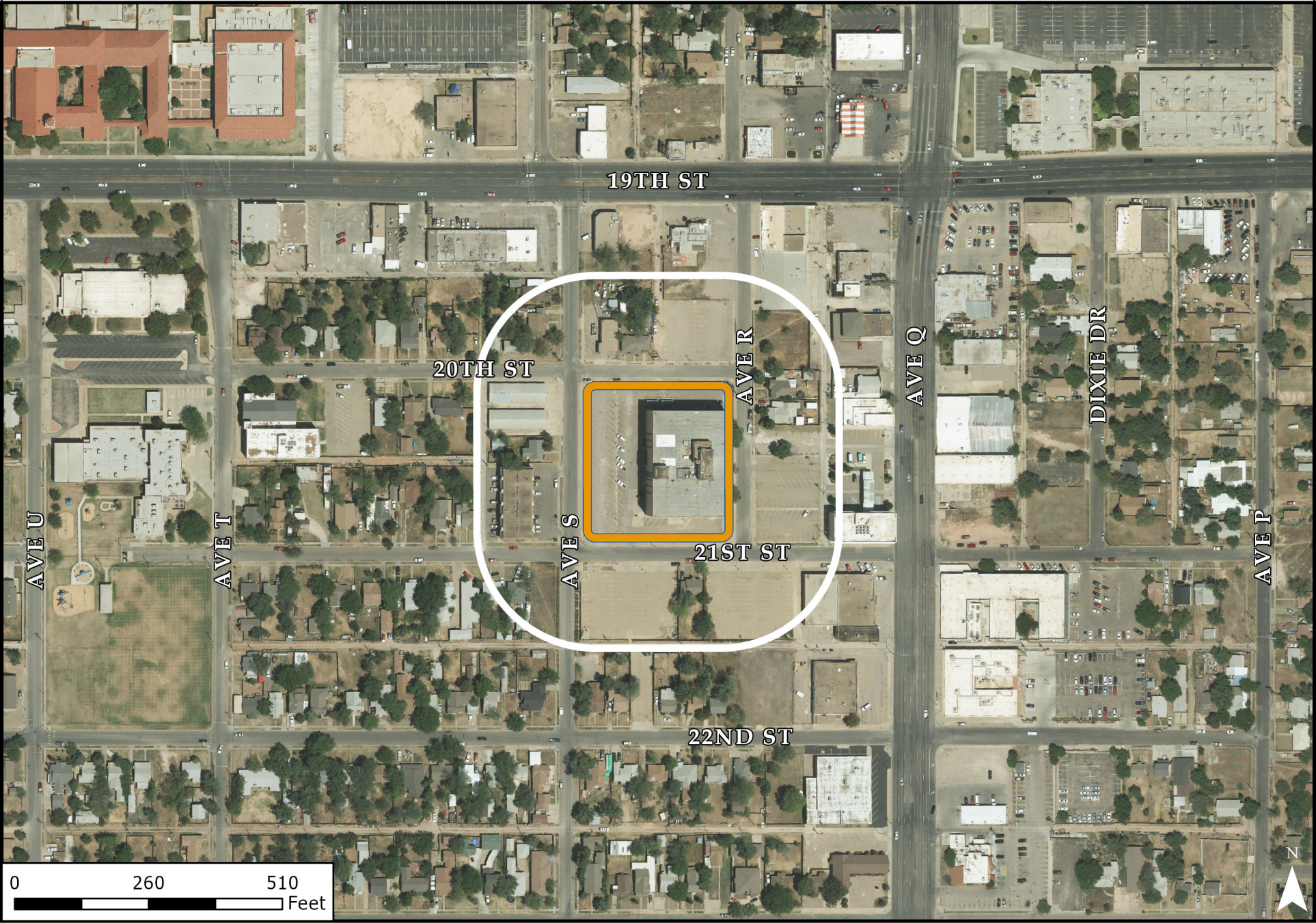
- Completed
- Partial
- Future

Freeway

- Completed
- Partial
- Proposed Outer Loop



Case Number 696-A



20TH ST

19TH ST

21ST ST

22ND ST

AVE U

AVE T

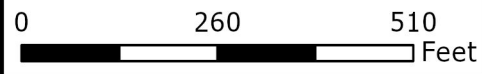
AVE S

AVE R

AVE Q

DIXIE DR

AVE P



Current Zoning

696-A

Zoning Districts

- Family Apartment
- High Density Apartment
- Apartment-Medical
- Local Retail
- General Retail
- General Retail Specific Use
- Commercial
- Commercial Specific Use
- Central Business District 3
- Central Business District 3 Specific Use
- Light Manufacturing
- Two Family
- Multi-Family



0 140 280 Feet



Date Exported: May 2022





East View—Subject Property.



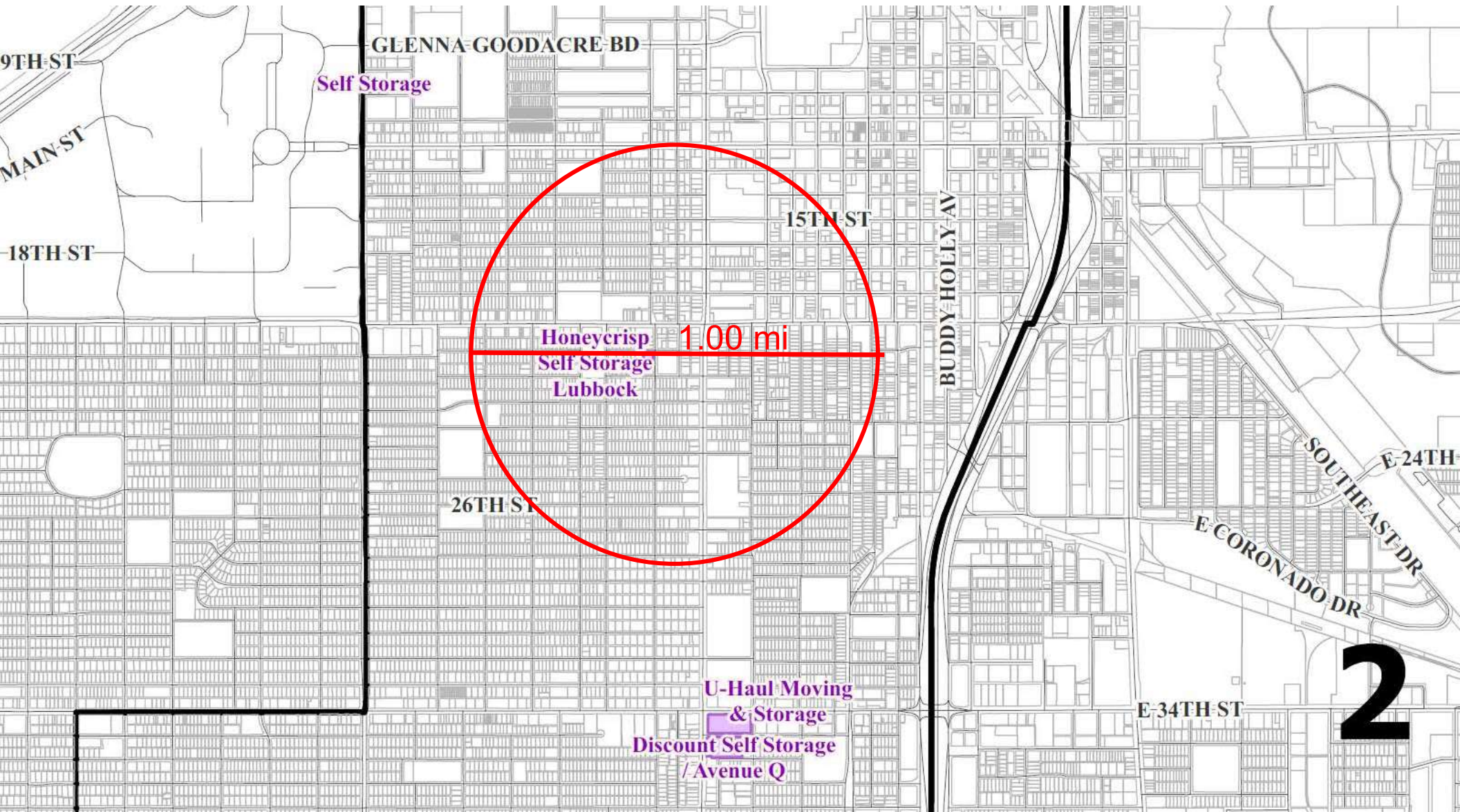
North View.



South View.



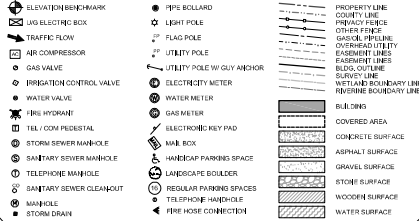
West View.





Commercial Real Estate
Due Diligence Management
3465 South Arlington Rd, Suite E# 183
Akron, OH 44312
866.290.8121
www.amnational.net

Legend of Lines & Symbols



Surveyor's Notes

- ALL STATEMENTS WITHIN THE CERTIFICATION AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, EASEMENTS, ENCROACHMENTS, AND EMBODIED HEREON, ARE BASED SOLELY ON ABOVE-GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFINED HEREON.
- THE SUBJECT PROPERTY HAS DIRECT ACCESS TO THE STREET AND STREET AVENUE R, AVENUE S, AND AVENUE D, ALL PUBLIC RIGHTS-OF-WAY. THE BOUNDARY LINE OF THE SUBJECT TRACT COINCIDES WITH THE LINE OF THE PUBLIC RIGHTS-OF-WAY LEAVING NO CORNERS, SPORES, OR NOTICES.
- THERE WAS NO OBSERVABLE EVIDENCE OF ANY OTHER EASEMENTS, RIGHTS, BUILDINGS, ADDITIONS, OR STREET OR SIDEWALK IMPROVEMENTS.
- THERE WAS NO OBSERVABLE EVIDENCE THAT THIS SITE HAS BEEN USED AS A WASTE DUMP, SOLID WASTE DUMP OR SANITARY LANDFILL.
- THE INFORMATION CONTAINED ON THIS SURVEY MAP IS BASED ON THAT CERTAIN COMMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, SP NO. 4000121010183, DATED JANUARY 6, 2022, AND EFFECTIVE OCTOBER 16, 2021. ALL REFERENCES HEREON TO SCHEDULE "A" SCHEDULE "B" OR THE TITLE COMMENT "A" OR "B" ARE TO THIS DOCUMENT. THE SURVEYOR DID NOT CONDUCT AN INDEPENDENT TITLE SEARCH NOR THERE MAY BE MATTERS THAT AFFECT TITLE TO OR RESTRICT THE USE OF THE SUBJECT PROPERTY THAT ARE NOT SHOWN.
- SOME MAP SYMBOLS MAY BE SHOWN IN A SCHEMATIC FASHION FOR EASE OF READING AND TO REDUCE CLUTTER AND COMPLEXITY. IN SUCH A CASE, THE SYMBOL WILL NOT BEWITNESS EXACT LOCATION BUT AS CLOSE AS POSSIBLE.
- THE SURVEYOR HAS NO KNOWLEDGE OF ANY PROPOSED OR RECENTLY COMPLETED CHANGES IN STREET RIGHT-OF-WAY LINES AND OBSERVED NO EVIDENCE OF SUCH.
- IN SOME CASES THERE MAY BE MULTIPLE BUILDING SETBACK REQUIREMENTS FOR THE SAME PROPERTY LINE BASED ON THEIR RESPECTIVE DOCUMENTS OF ESTABLISHMENT. IN THESE CASES, THE MOST RESTRICTIVE SETBACK REQUIREMENT IS SHOWN.
- OTHER GENERAL NOTES CAN BE FOUND ONLINE AT WWW.AM.NATIONAL.COM/NOTES/NOTES.
- ALL FIELD MEASUREMENTS MATCHED RECORD REQUIREMENTS WITH THE PRECEDENT REQUIREMENTS OF ALTA/NSPS SPECIFICATIONS UNLESS OTHERWISE SHOWN.
- THERE IS NO VISIBLE EVIDENCE OF COMPLETION, GRAVE SITES OR BURIAL GROUNDS ON THE SUBJECT PROPERTY AT THE TIME OF THE SURVEY.
- ACCORDING TO THE U.S. FISH & WILDLIFE SERVICE, NATIONAL WETLANDS INVENTORY WEBSITE, THE SUBJECT PROPERTY DOES NOT CONTAIN WETLANDS.
- INFORMATION SHOWN CONCERNING ADJACENT PROPERTIES WAS OBTAINED FROM THE COUNTY APPRAISAL DISTRICT, OR ANOTHER SOURCE, AND IS NOT GUARANTEED TO BE ACCURATE OR CURRENT.
- THE FLOOD INFORMATION SHOWN HEREON IS BASED ON CURRENTLY AVAILABLE INFORMATION THAT IS SUBJECT TO CHANGE. IT DOES NOT IMPLY THAT THE PROPERTY AND THE STRUCTURES THEREON SHALL BE FREE FROM FLOODING OR FLOOD DAMAGE, AND (3) SHALL NOT CREATE ANY LIABILITY ON THE PART OF THE SURVEYOR.
- ALL UTILITY SERVICES REQUIRED FOR THE OPERATION OF THE PROPERTY ENTER EITHER THROUGH ADJACENT PUBLIC RIGHTS-OF-WAY OR EXISTING BUILDINGS. THE PROPERTY.
- THE RECORD DESCRIPTION OF PROPERTY MATHEMATICALLY CLOSERS WITH NO GAPS, CORNERS OR OVERLAPS.

ALTA/NSPS Land Title Survey for

Parking, Lubbock TX
SURVEYOR CERTIFICATION

1908, 2010 Avenue R, 1709, 1713, 1715, 1719, 1721, 1723, 1725 21st St
Lubbock, TX 79411
County of Lubbock

To Chicago Title Insurance Company, National Real Estate Acquisitions, LLC, a Delaware limited liability company and American National, LLC, I hereby certify that the map or plat and the survey on which it is based were prepared in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, as amended and approved by ALTA and NSPS, and include items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 (Table A-1000).

The field work was completed on: JANUARY 8, 2022

Name of Surveyor: Brian Salter
Land Surveyor: Member 5597
In the State of Texas
Date of Map: JANUARY 10, 2022
Date of this Plat: _____
Date of this Plat: _____

Survey Prepared By:
CROSSROADS SURVEYING, LLC
PO Box 1391
Wichita Falls, TX 76787

Brian Salter, Professional Land Surveyor No. 5597



ZONING INFORMATION

THE SUBJECT PROPERTY (BLOCK 4) COMPREHENSIVE			
STATUS	IN COMMERCIAL SERVICES	STATUS	CONTACT
LOT 1	NO	NO	NO
LOT 2	NO	NO	NO
LOT 3	NO	NO	NO
LOT 4	NO	NO	NO
LOT 5	NO	NO	NO
LOT 6	NO	NO	NO
LOT 7	NO	NO	NO
LOT 8	NO	NO	NO
LOT 9	NO	NO	NO
LOT 10	NO	NO	NO
LOT 11	NO	NO	NO
LOT 12	NO	NO	NO
LOT 13	NO	NO	NO
LOT 14	NO	NO	NO
LOT 15	NO	NO	NO
LOT 16	NO	NO	NO
LOT 17	NO	NO	NO
LOT 18	NO	NO	NO
LOT 19	NO	NO	NO
LOT 20	NO	NO	NO
LOT 21	NO	NO	NO
LOT 22	NO	NO	NO
LOT 23	NO	NO	NO
LOT 24	NO	NO	NO
LOT 25	NO	NO	NO
LOT 26	NO	NO	NO
LOT 27	NO	NO	NO
LOT 28	NO	NO	NO
LOT 29	NO	NO	NO
LOT 30	NO	NO	NO
LOT 31	NO	NO	NO
LOT 32	NO	NO	NO

PARKING SPACE COUNT

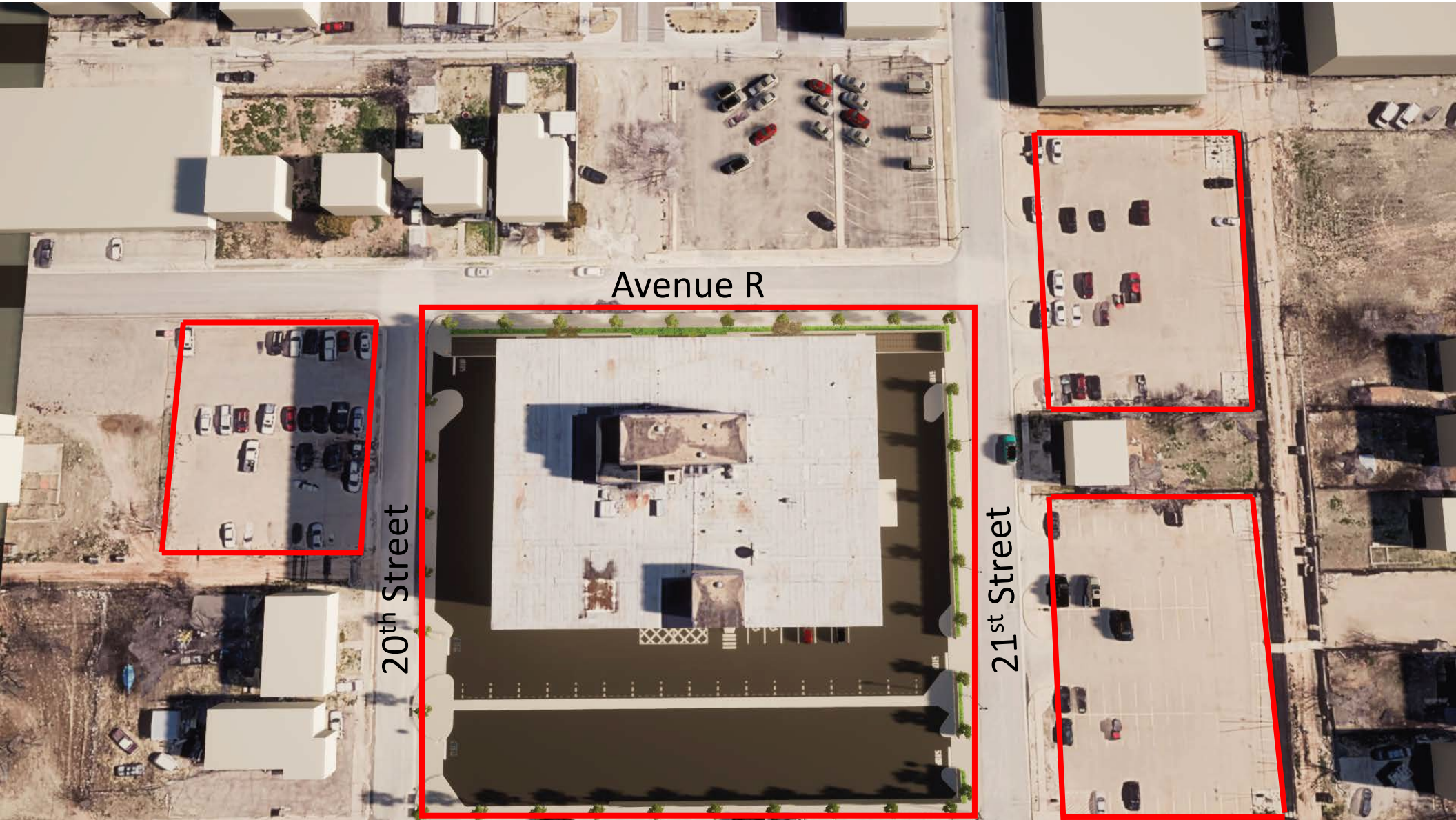
265 REGULAR PARKING SPACES
2 REGULAR HANDICAP SPACES
13 UNACCESSIBLE HANDICAP SPACES
= 280 TOTAL PARKING SPACES

NOTE:
The A.D.A. requires the following minimum number of handicapped spaces: For parking lots with 251 to 500 spaces: 1. 28-502; 2. 503-750; 3. 751-1000; 4. 1001-1500; 5. 1501-2000; 6. 2001-2500; 7. 2501-3000; 8. 3001-3500; 9. 3501-4000; 10. 4001-4500; 11. 4501-5000; 12. 5001-5500; 13. 5501-6000; 14. 6001-6500; 15. 6501-7000; 16. 7001-7500; 17. 7501-8000; 18. 8001-8500; 19. 8501-9000; 20. 9001-9500; 21. 9501-10000; 22. 10001-10500; 23. 10501-11000; 24. 11001-11500; 25. 11501-12000; 26. 12001-12500; 27. 12501-13000; 28. 13001-13500; 29. 13501-14000; 30. 14001-14500; 31. 14501-15000; 32. 15001-15500; 33. 15501-16000; 34. 16001-16500; 35. 16501-17000; 36. 17001-17500; 37. 17501-18000; 38. 18001-18500; 39. 18501-19000; 40. 19001-19500; 41. 19501-20000; 42. 20001-20500; 43. 20501-21000; 44. 21001-21500; 45. 21501-22000; 46. 22001-22500; 47. 22501-23000; 48. 23001-23500; 49. 23501-24000; 50. 24001-24500; 51. 24501-25000; 52. 25001-25500; 53. 25501-26000; 54. 26001-26500; 55. 26501-27000; 56. 27001-27500; 57. 27501-28000; 58. 28001-28500; 59. 28501-29000; 60. 29001-29500; 61. 29501-30000; 62. 30001-30500; 63. 30501-31000; 64. 31001-31500; 65. 31501-32000; 66. 32001-32500; 67. 32501-33000; 68. 33001-33500; 69. 33501-34000; 70. 34001-34500; 71. 34501-35000; 72. 35001-35500; 73. 35501-36000; 74. 36001-36500; 75. 36501-37000; 76. 37001-37500; 77. 37501-38000; 78. 38001-38500; 79. 38501-39000; 80. 39001-39500; 81. 39501-40000; 82. 40001-40500; 83. 40501-41000; 84. 41001-41500; 85. 41501-42000; 86. 42001-42500; 87. 42501-43000; 88. 43001-43500; 89. 43501-44000; 90. 44001-44500; 91. 44501-45000; 92. 45001-45500; 93. 45501-46000; 94. 46001-46500; 95. 46501-47000; 96. 47001-47500; 97. 47501-48000; 98. 48001-48500; 99. 48501-49000; 100. 49001-49500; 101. 49501-50000; 102. 50001-50500; 103. 50501-51000; 104. 51001-51500; 105. 51501-52000; 106. 52001-52500; 107. 52501-53000; 108. 53001-53500; 109. 53501-54000; 110. 54001-54500; 111. 54501-55000; 112. 55001-55500; 113. 55501-56000; 114. 56001-56500; 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Proposed Conversion

With 6' Wall

2010 Ave R, Lubbock TX



Proposed Conversion

With 6' Wall

2010 Ave R, Lubbock TX



Proposed Conversion

With 6' Wall

2010 Ave R, Lubbock TX



Avenue S

Proposed Conversion

With 6' Wall

2010 Ave R, Lubbock TX



Proposed Conversion

With 6' Wall

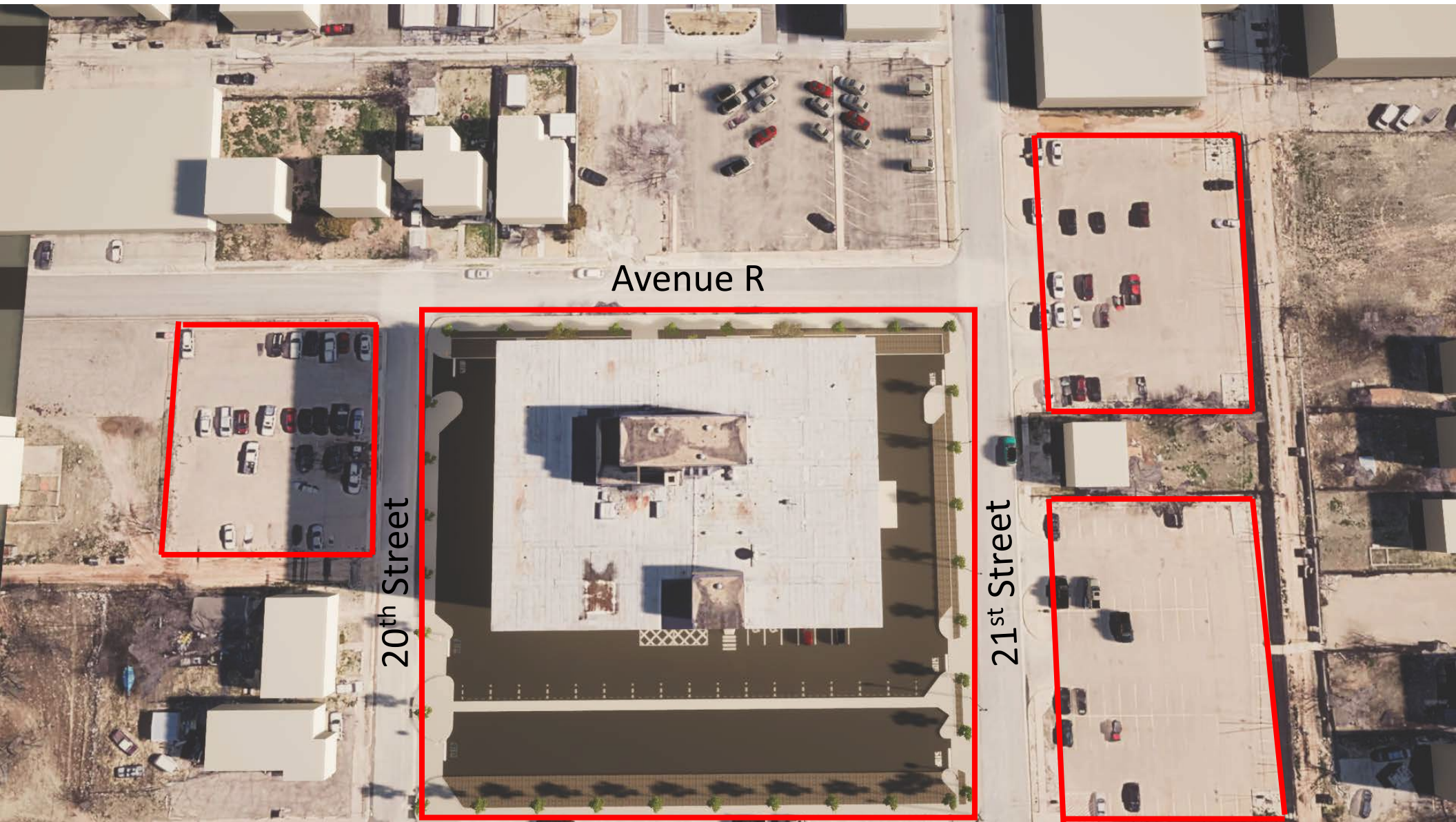
2010 Ave R, Lubbock TX



Proposed Conversion

Landscaping & Trees (No Wall)

2010 Ave R, Lubbock TX



Proposed Conversion

Landscaping & Trees (No Wall)

2010 Ave R, Lubbock TX



Proposed Conversion

Landscaping & Trees (No Wall)

2010 Ave R, Lubbock TX



Avenue S

Proposed Conversion

Landscaping & Trees (No Wall)

2010 Ave R, Lubbock TX



Proposed Conversion

Landscaping & Trees (No Wall)

2010 Ave R, Lubbock TX



Avenue S

Devon Highlights



Devon is an employee-owned, private real estate company founded in 1988 and is comprised with a seasoned senior management team that has worked together for an average of 20 years. Each member of the Devon senior management team has been instrumental in growing the company and executing a business plan which has resulted in approximately \$2.5 billion in self-storage transactions. As a leader in the self-storage industry, Devon has maintained a dedicated self-storage operating platform since 1993 and has owned and/or managed in excess of 233 facilities in 24 states and three European countries. **Devon is ranked as a top private self-storage operator in the nation,** and continuously strives to achieve the highest returns for its investment partners leveraging its experience. **Devon currently operates 89 self-storage properties in 23 states, with a market value in excess of \$1.2 billion.**

Devon implements the best and latest self-storage technologies including online unit reservations and bill payment, managed lead tracking, and call center support, while benefiting from the utilization of various social media platforms. Devon's sophisticated operational platform is one advantage that sets them apart from the traditional "mom and pop" operators that lack in technology efforts and established partnerships with major financial organizations and industry peers. **Devon has extensive market knowledge and utilizes proprietary acquisition and detailed market analysis specific to the self-storage industry.** Devon also has a history of hiring team members with strong qualifications in their field of expertise, from property management and maintenance technicians to regional directors. **Most Devon properties are secured by video surveillance and electronic alarm systems with a 24-hour dispatch center. Rental agreements are issued on a month-to-month basis** and each of Devon's properties has at least one on-site manager.

Over the years, Devon has created more than a dozen relationships with several prominent institutions to execute sophisticated self-storage construction projects, which include ground-up developments and conversions/redevelopments. Devon has decades of experience in acquiring properties and converting them for other use or function from its original format. Devon's acquisition team meets weekly to evaluate and discuss conversion candidate properties, geographic markets, feasible site criteria, and the deal objectives of each project.

Devon Highlights³

# of Developments Since Inception:	93
Approximate Aggregate Development Project Cost Since Inception:	1.8 B
Facilities Owned and/or Managed Since Inception:	More than 233
#of Facilities Currently Operating:	89
# of States Currently Operating in:	23
Approximate Current Market Value:	\$1.2 B

Devon Self Storage - Operations



Office Hours

Monday – Friday: 9:30am – 6:00pm

Saturday: 9:00am – 5:00pm

Sunday: Closed

Access Hours

Monday – Sunday: 6:00am – 10:00pm



EXCEPTIONAL CUSTOMER SERVICE. BEST IN-CLASS SECURITY.

Each of our 89 [locations](#) is outfitted with 24/7 security monitoring, a fully fenced perimeter, well-lit grounds, and electronic gated entrance. Our experienced management team is onsite during operation hours and happy to lend a hand, answer a question, or find the right storage solution to meet your needs – whether it's a temporary fix or a long-term partnership.



Convenience

Rent Units Online

Ample Hours for Access

Online Bill Payment

Onsite Moving & Packing
Supplies

Tenant Insurance

Onsite Management



Security

24/7 Video Surveillance

Well-Lit, Fully-Fenced

Secure Access

Electronic Keypad Access



Unit Options

Range of Sizes

Parking Spaces

Climate Controlled

Drive-Up Units

Ground Floor Units

Specialized Storage

Photos of Property – Pre-Conversion



Photos of Property – Pre-Conversion



Conversions

4111 Plainfield Ave, Grand Rapids MI



Conversions

1400 Buchanan Ave SW, Grand Rapids, MI



Conversions

6471 Camp Bowie Blvd, Fort Worth, TX 76116



Conversions

4815 West Colonial Drive, Orlando FL



Conversions

1501 Admiral Wilson Blvd, Camden NJ





Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 2010 Avenue R
Lots/Tracts: Lot 1, Sherwood Addition
Survey & Abstract: _____
Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: 1.79 Acres
Existing Land Use: Telephone/Communications Existing Zoning: C-4
Requested Zoning: SUP for Self-storage Facility
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Stantec Consulting Services
Name: Paul M. Hames, P.E.
Address: 6080 Tennyson Parkway, Suite 200 City: Plano State: TX
ZIP Code: 75024 Telephone: (214) 473-2483 Email: paul.hames@stantec.com
Applicant's Signature: Paul M Hames, PE
Date: 4/27/2022 Printed Name: Paul M. Hames

Owner Information

Firm Name: Devon Self-storage
Owner: Greg Mackay
Address: 2695 W. Shady Hallow Lane City: Lehi State: UT
ZIP Code: 84043 Telephone: (404) 353-0843 Email: gmackay@devonselfstorage.com
Property Owner's Signature: Greg Mackay
Date: 4.27.2022 Printed Name: Greg Mackay

Preparer Information

Preparer's Signature: Paul M Hames, PE
Date: 4/27/2022 Printed Name: Paul M. Hames, P.E.

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.

TRACT I LEGAL DESCRIPTION:

LOT ONE (1), SHERWOOD ADDITION, a Resubdivision of Block 4, McCrummen's Second Addition to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat, and/or Dedication Deed thereof recorded in Volume 731, Page 609 of the Deed Records of Lubbock, County, Texas.

Lubbock zoning general provisions consider the health, safety, comfort, convenience, prosperity, and general welfare of the citizens of Lubbock. The purpose of C-4 zoning is to provide for heavy retail and/or wholesale commercial uses. Because of this, compatibility with adjacent residential areas should be carefully considered.

As representatives of the adjacent residential areas, the Heart of Lubbock Neighborhood Association would like to voice our concerns and opposition to the proposed Zone Change and conversion of the property at 2010 Ave. R into a self-storage business.

Self-storage is not a retail business, it's a light industrial space. As a light industrial space, self-storage employs very few people and will provide little in way of tax revenue to the city. Currently our neighborhood already hosts a self-storage business, Honeycrisp Self Storage at 2002 Avenue S, Lubbock, TX 79411. Honeycrisp Self Storage is located across the street from the former At&t building at 2010 Ave. R. Currently, the property 2010 Ave. R is one of the few commercial plats located away from car centric streets 19th, 34th, Ave Q and University Ave. This makes the plat one of the most walkable lots in the neighborhood. It is one of the few commercial lots that has sidewalks that are accessible for people in wheelchairs. Turning it into industrial space would foreclose the possibility of creating a more sustainable zone for commercial activity in the Heart of Lubbock Neighborhood.

If the proposed conversion would take place, it would mean an additional 141,250 sf of self-storage/industrial space added to our residential neighborhood. There are many long-standing issues with self-storage businesses when it comes to public safety and civic life. Self-storage businesses are synonymous with providing sub-standard housing for people experiencing homelessness, as well as space for the drug trade, and sex work. To make the self-storage business safe from crime, the owner of the business will have to turn the property into a fortress—high fences, security cameras, etc, essentially militarizing 3 acres of our neighborhood's residential streetscape.

Currently the property at 2010 Ave. R consists of 141,250 sf (3 acres) of impervious service. This allows for very little water infiltration during storm events. Dr. Daniel Phillips, a Heart of Lubbock resident and Assistant Professor of Landscape Architecture at Texas Tech, has created a stormwater model of the Heart of Lubbock Neighborhood using publicly available GIS data. According to his model, the lot at 2010 Ave. R majorly contributes to neighborhood flooding during one year storm events and contributes to standing water in the neighborhood for that sits for 24 hours after the rain event. Standing water has been observed at the corner of 21st and S 24 hours after a storm event that produced .35 inches of rain (see attached photo). When water stands for 24 hours it becomes a public health hazard. Standing water is a breeding ground for mosquitos, parasites, and bacteria. There are residential houses on the SW corner of the lot and an apartment building at the NW corner of Ave S and 21st. The proposed self-storage business will do nothing to alleviate this public health problem. Before approving the proposed change, we ask that the zoning commission at least consult with City Stormwater engineers and the Health Department to better understand the effect of property on residents' well-being.



Photograph of standing water 24 hours after rain event on May 10th. Photograph is taken from the NW corner of 21st and Ave. S.

According to the Normalized Difference Vegetation Index, which uses satellite sensing measurements to estimate the density of green biomass on an area of land, the site at 2010 Ave. R has negative values because all 142,250 sf (3 acres) of the property is paved and barren. This extensive amount of paved area has a co-relationship with urban heat islands. This property is a heat island because of the rising temperature generated by its paving and structures. The higher temperatures generated by this parcel of land increases demand for air conditioning and decreases neighborhood walkability because it provides no shade for neighborhood residents. In our semi-arid region, heat islands are a health hazard for residents.

Self-Storage is regressive Urban Design, it does not enhance the taxable values in the neighborhood, does not enhance scenic, historic or cultural importance of the neighborhood, and does not project community investments in water, sewerage, and streets. Self-storage is an inexpensive way for developers to generate income while waiting for a more profitable project. By waiting, the developer is proposing to turn 141,250 sf (3 acres) of impervious service into a dead zone in our neighborhood. The investor is not investing anything into the neighborhood by locating self-storage in the proposed site. Self-storage is unsightly and provides little public benefit. Self-storage at the proposed site is poor urban planning, it would contribute to an

unhealthy, and unsafe environment. Self-storage is an industrial space. Locating a self-storage space in one of the largest walkable lots in our neighborhood will create a dead zone of pedestrian activity. 3 acres of self-storage decreases livability, as it does not produce jobs, housing or grocery stores that would be walkable for Heart of Lubbock residents. An additional 3 acres of self-storage would take away commercial space from restaurants, stores and gyms. This space could be used in a more productive way that enhances the character of the neighborhood.

Why would we regressively rezone 3 acres of potential walkable retail space? It's not a good trade-off for the neighborhood. It will only devalue the neighborhood.

Lastly, Stantec Consulting claims to care about the communities it serves. The consulting firm has a portfolio of community driven sustainable projects with an interest in developing creative environments. The firm has worked on estuary restoration projects and has utilized public participation strategies in past development schemes. This presentation to the City is the first "outreach" event the consulting firm has done to engage with the community that is affected by the proposed self-storage space. The Heart of Lubbock Neighborhood Association would like to invite Stantec Consulting to meet with us to engage in a participatory development plan for the site at 2010 Ave.

References:

Recent self-storage crime in Lubbock

1. The murder of 21-year-old Cypress Ramos.

<https://www.lubbockonline.com/story/news/crime/2022/02/14/man-claims-self-defense-death-north-lubbock-storage-unit/6791112001/>

2. 2 burglaries from self-storage locations in Lubbock.

<https://www.kcbd.com/2020/08/05/wanted-wednesday-burglaries-self-storage-locations/>

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 2): Consider Ordinance No. 2022-O0096, for Zone Case 2418-C, a request of 3D Land Development, LLC, for a zone change from High-Density Apartment District (A-2) Specific Use to Two-Family District (R-2), at 3504, 3506, 3507, and 3508 East Cornell Drive and 402 North Ironwood Avenue, Cherry Point Addition, Lots 423-427.

Item Summary

On June 28, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on June 2, 2022, and recommended approval of the request by a vote of 4-3-0.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 2418-C
Staff Report 2418-C
Documentation 2418-C

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-C; A ZONING CHANGE FROM A-2 SPECIFIC USE TO R-2 ZONING DISTRICT AT 3504, 3506, 3507, AND 3508 EAST CORNELL DRIVE AND 402 NORTH IRONWOOD AVENUE, CHERRY POINT ADDITION, LOTS 423-427, 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. 2418-C

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 Specific Use** to **R-2** zoning district at **3504, 3506, 3507, and 3508 East Cornell Drive and 402 North Ironwood Avenue, Cherry Point Addition, Lots 423-427, 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, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

Staff Report		Zone Case 2418-C
City Council Meeting		June 28, 2022

Applicant 3D Land Development, LLC

Property Owner 3D Land Development, LLC

Council District 2

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- September 11, 1958, Ordinance 2533: This property was annexed and zoned Transition District (T).
- September 10, 1959, Zone Case 0788, Ordinance No. 2898: This property was rezoned from T to Single-Family District (R-1).
- October 13, 1983, Zone Case 2418, Ordinance No. 8495: This property was rezoned from R-1 to High-Density Apartment District (A-2) Specific Use for a church.
- June 2, 2022, Zone Case 2418-C: The Planning and Zoning Commission recommended approval of a zone change from High-Density Apartment District (A-2) Specific Use to Two-Family District (R-2) by a vote of 4-3-0.

Notification Summary

- Notifications Sent: 17
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject properties were platted as Cherry Point Addition, Lots 413-427 in 1962 and have remained vacant since annexation.

Adjacent Property Development

The subject properties are surrounded by R-1 zoning. Property to the northwest and northeast is vacant and property to the southwest and southeast is developed with single-family homes. There are four other properties on this block zoned A-2 Specific Use for a church, one of which has been developed with a church.

Zoning Request and Analysis

Item Summary

The subject properties are located at 3504, 3506, 3507 and 3508 East Cornell Drive and 402 North Ironwood Avenue, south of Northeast Loop 289, on the east and west sides of East Cornell Drive. The applicant requests a zone change from High-Density Apartment District (A-2) Specific Use for a church to Two-Family District (R-2).

Current zoning: High Density Apartment District (A-2) Specific Use for a church

Requested zoning: Two-Family District (R-2)

Intent Statements

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. When proposed development in this district is adjacent to “RR,” “R-1,” “R-1A,” or “R-2” zoned property, the proposed development shall be designed to provide for maximum compatibility with the adjacent development. Architectural design, landscaping, screening and parking areas shall be properly provided to ensure maximum protection of lower-density uses.”

The intent of the current Specific Use is “...to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used. The regulations require specific site planning on all aspects of proposed development to ensure that any variations of land uses or land use standards will be in harmony with the purposes and objectives of the zoning ordinance as stated in Section 1 {29-2} [40.01.002].”

The intent of the proposed R-2 zoning is, “... to promote stable, quality residential development of slightly increased densities and multiple occupancy. This district may include entire neighborhoods or when used in accordance with the intent of the comprehensive plan, may provide a “buffer” district between low-density and high-density or non-residential districts.”

Traffic Network/Infrastructure Impacts

The proposed rezoning location will be along Northeast Loop 289, East Cornell Drive and Ironwood Avenue. Northeast Loop 289 is designated as a Freeway; East Cornell Drive and Ironwood Avenue are designated as Local Streets 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 “Residential Low Density” land uses. Although the proposed zone change to R-2 is not consistent with this designation, it is appropriate in this location and would conform 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 use and will not need additional public improvements to support the intensity of uses described in R-2 zoning district.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and supporting documentation

Staff Contacts

Ashley Padilla
Planner
Planning Department
806-775-2107
ashleypadilla@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 2418-C



Allowable Uses: [Two Family District \(R-2\)](#)

Transportation: The proposed development has points of access from Northeast Loop 289, Cornell Drive, and Ironwood Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Northeast Loop 289, Freeway, Completed	R.O.W. 300 feet, seven-lane, undivided, paved	R.O.W. 300 feet, seven-lane, undivided, paved
Cornell Drive, Local Street, Completed	R.O.W. 56 feet, two-lane, undivided, paved	R.O.W. 56 feet, two-lane, undivided, paved
Ironwood Avenue, Local Street, 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

5.3 District 2

Case 2418-C: 3D Land Development, LLC

Request for a zone change from High-Density Apartment District (A-2) Specific Use to Two-Family District (R-2), at:

- 3504, 3506, 3507, and 3508 East Cornell Drive and 402 North Ironwood Avenue, Cherry Point Addition, Lots 423-427.

PLANNER ASHLEY PADILLA stated there were thirteen (13) 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 DENNIS CARRIZALES 2619 21st Street advised he is working with a developer who wants to construct duplexes on these lots. There would be a total of ten units, two on each lot.

BOARD MEMBER JAMES BELL asked if the property is currently zoned A-2 with a Specific Use for a church and if the church was no longer in operation. Mr. Carrizales stated the church was no longer operating and the church building had been converted into a single-family residence.

OPPOSITION RAYMOND ARANDA 403 North Ironwood advised he has lived there since 1972. He has been impressed with the value of his home, since Habitat for Humanity has come in and has built some homes in the area. He is concerned that duplexes and renters would increase traffic in the area and bring down the value of his home. It is a short block and if they build 10 units, there will be ten additional cars on the street.

OPPOSITION DARON MANN 3503 East Cornell Street stated the duplex units would be worthless in five years, because we do not educate people on how to take care of a residential area. Renters will be moving in and out and not taking care of the properties, because it is not their home.

BOARD MEMBER ZACH SAWYER asked if the units would be sold or rented. Mr. Carrizales stated the developer would own them. They will be larger units with yards and driveways. There will not be an increase in traffic since the property is so close to Loop 289. Mr. Sawyer stated the zoning district would be downzoning from the current district, which is a good fit in this area.

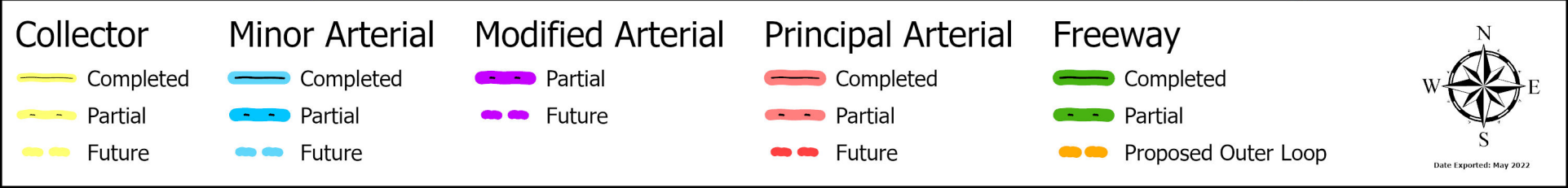
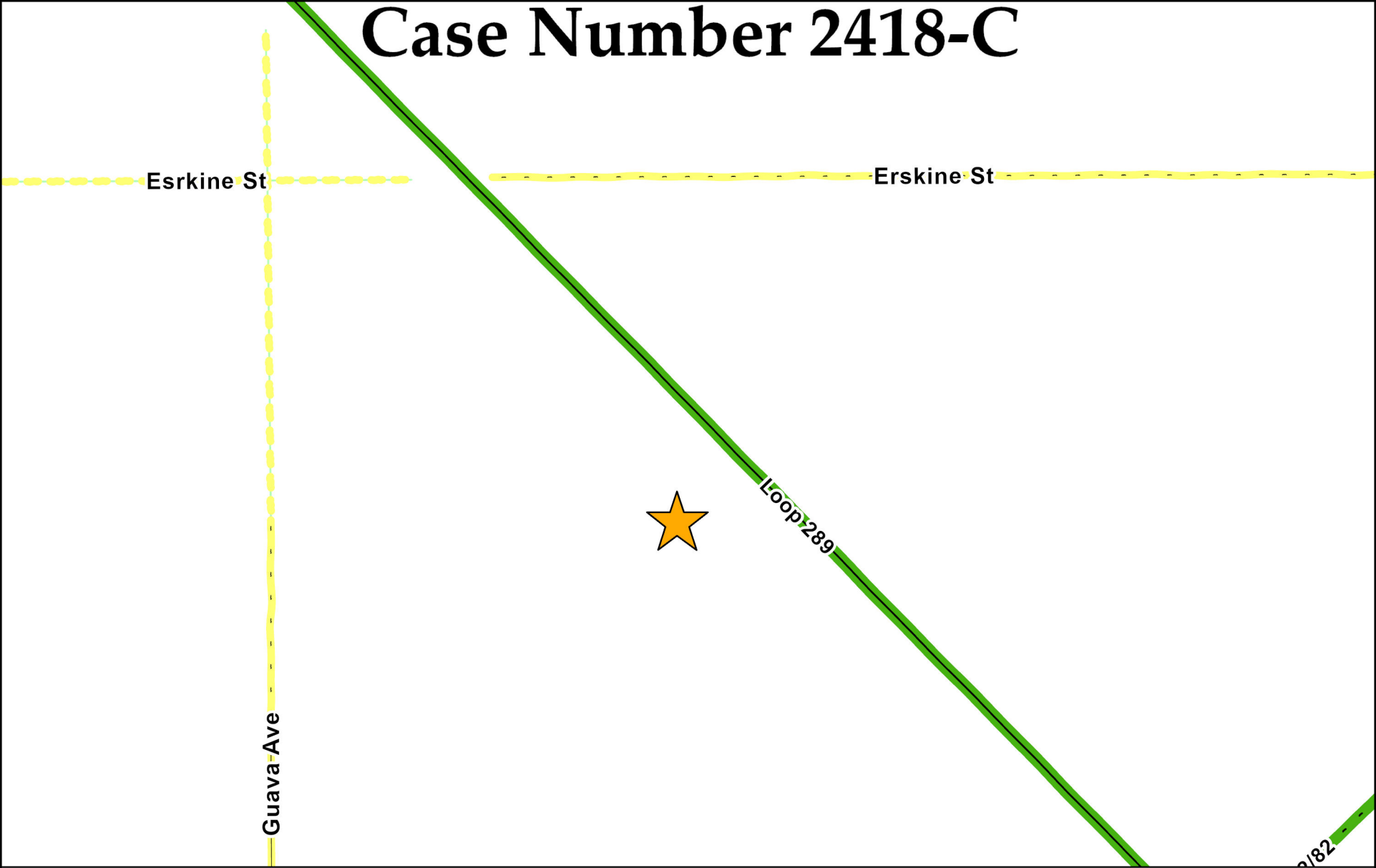
BOARD MEMBER ABEL HERANDEZ asked if there is going to be a property management company that maintains the yards. Mr. Carrizales stated he does not know, because in the future they may sell the duplexes as individual properties or as a package. They are requesting the the zone change so they can build in the area.

No one spoke in favor of the request.

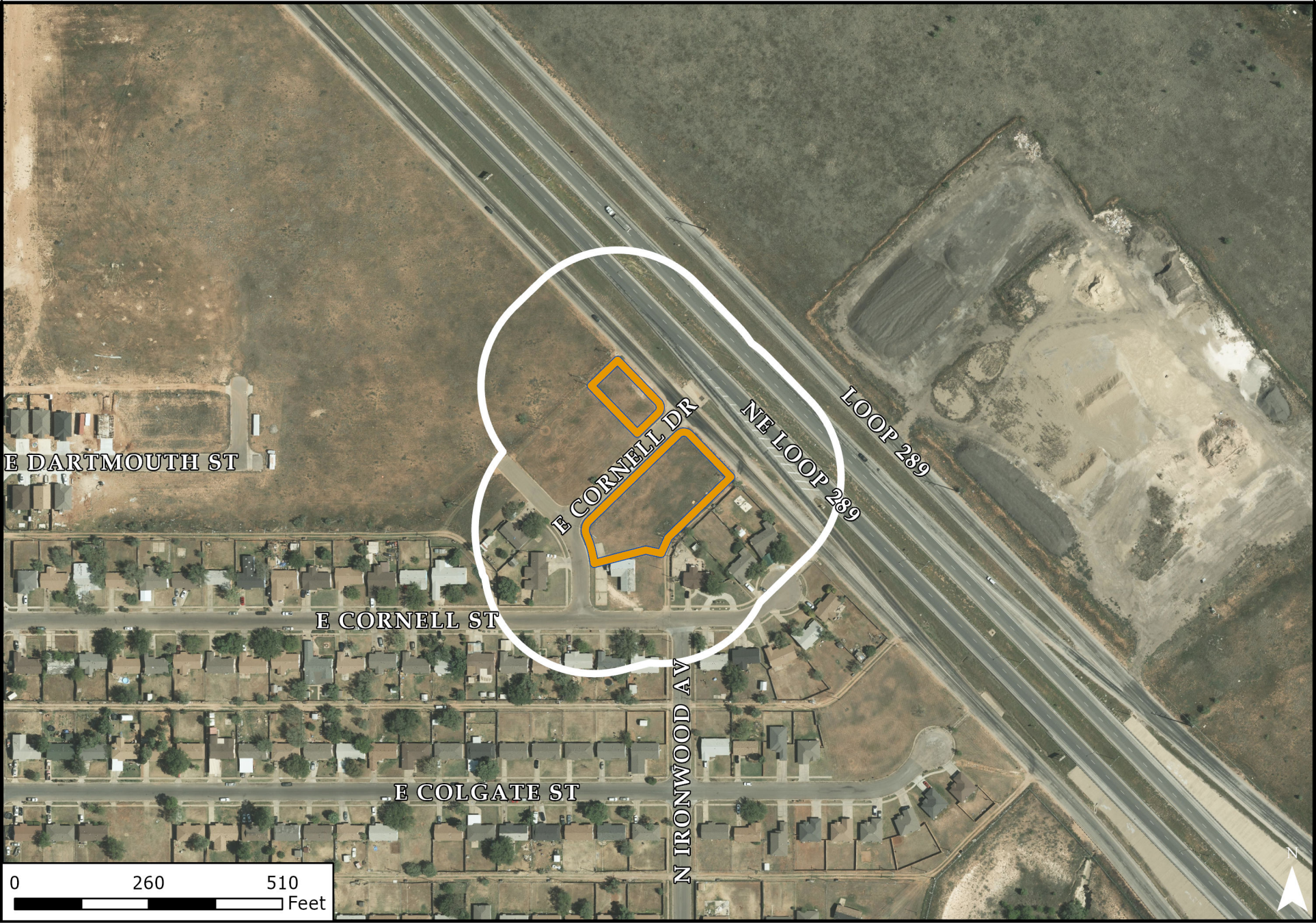
In the matter of **Zone Case 2418-C** a motion was made by **SUSAN TOMLINSON** and seconded by **JAMES BELL** to approve the request and the Commission members voted 4 (in favor) to 3 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

BRANDON HARDAWAY, RENEE CAGE, and SUSAN TOMLINSON cast the votes in opposition.

Case Number 2418-C



Case Number 2418-C



E DARTMOUTH ST

E CORNELL ST

E COLGATE ST

N IRONWOOD AV

E CORNELL DR

NE LOOP 289

LOOP 289







0 260 510 Feet

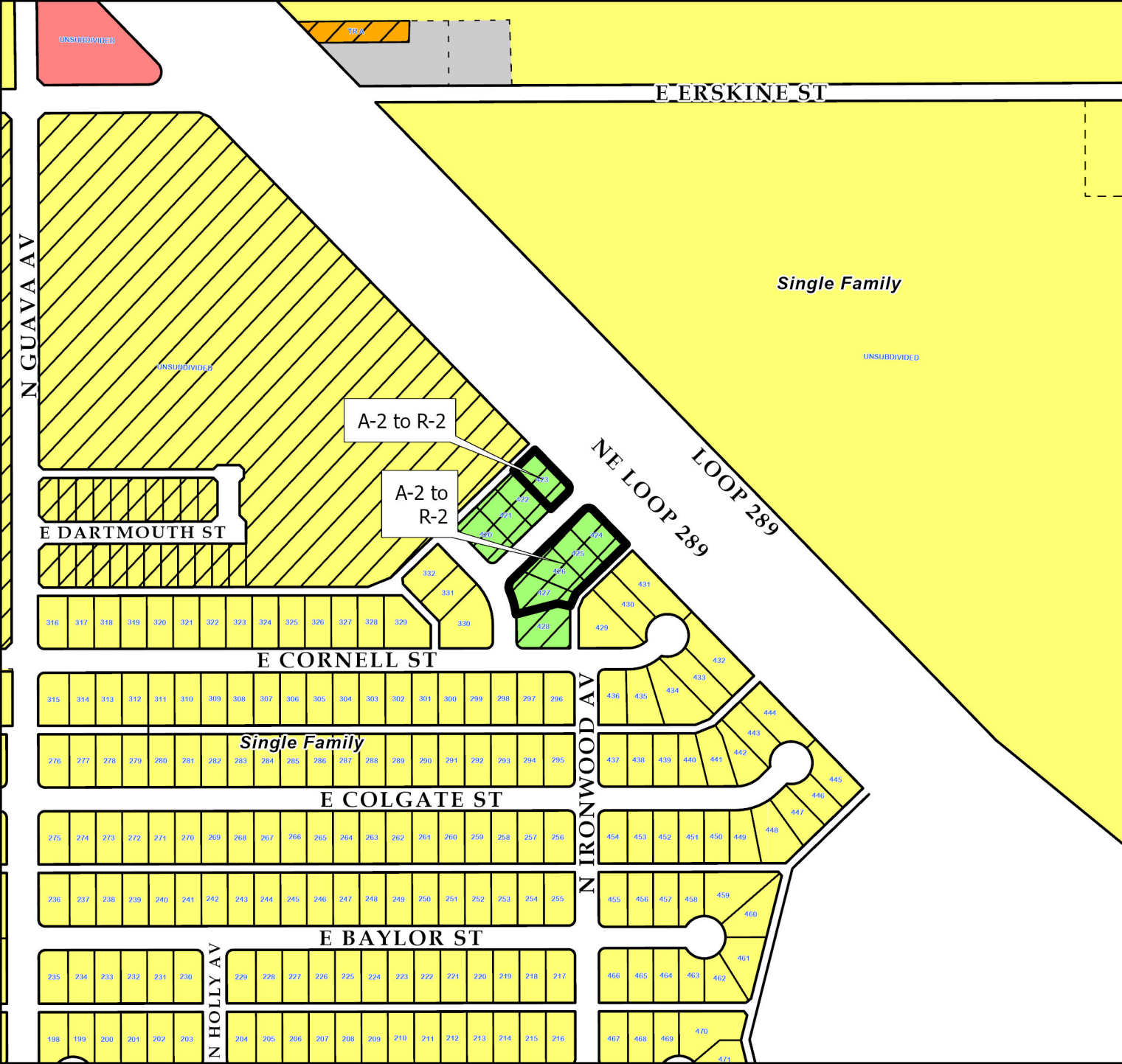
N

Current Zoning

2418-C

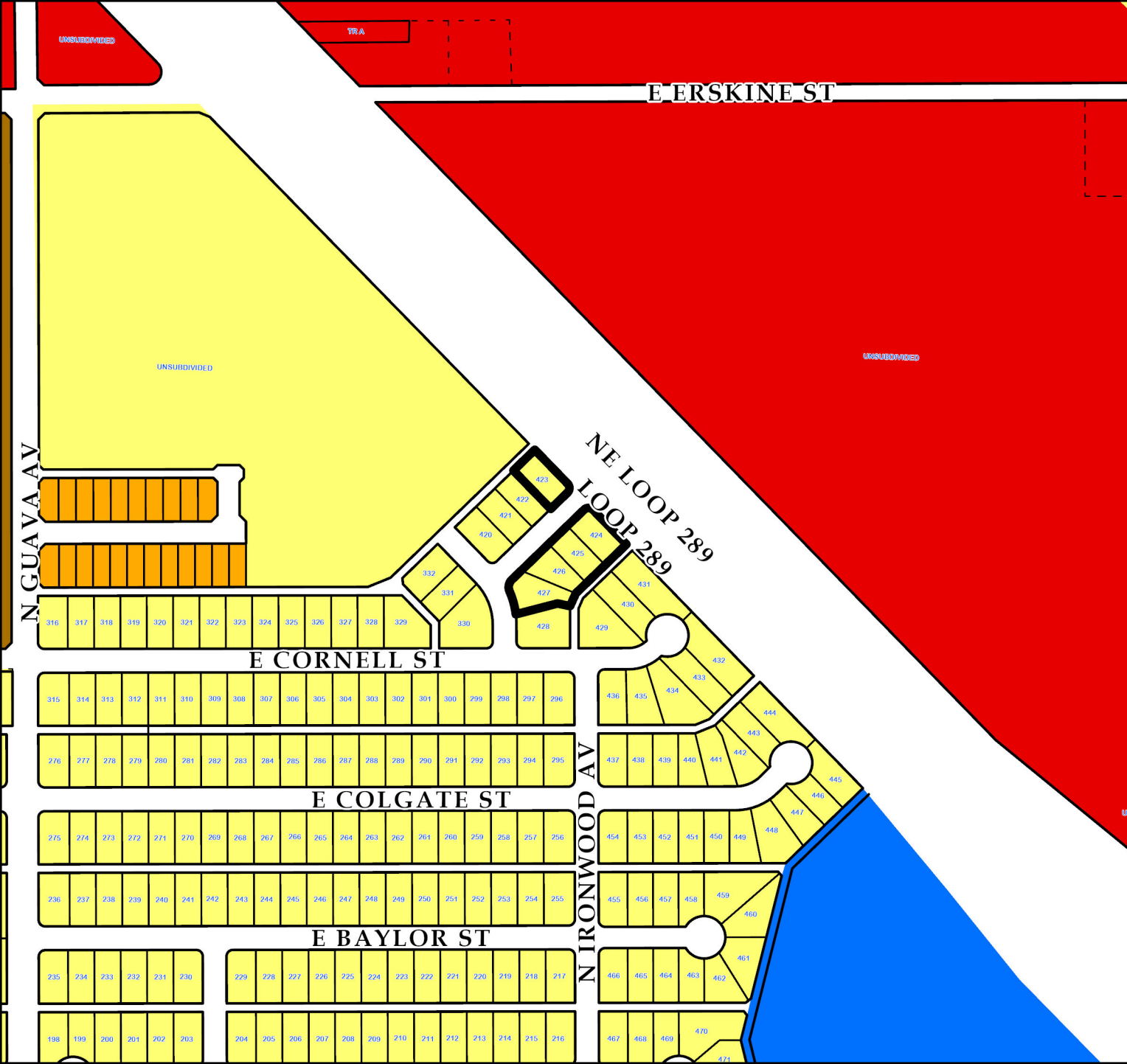
Zoning Districts

-  High Density Apartment Specific Use
-  General Retail
-  Light Manufacturing
-  Single Family
-  Single Family Specific Use
-  Two Family Specific Use



0 200 400 Feet





Future Land Use Plan Case 2418-C

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



0 200 400 Feet



2418-C



Subject property. View to the east.



View to the north.



View to the west.



View to the south.



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 3504, 3506, 3507 & 3508 E. Cornell & 400 Ironwood Ave
Lots/Tracts: Lot 5 423, - 427 Cherry point.
Survey & Abstract: _____
Metes and Bounds Attached: Yes ☐ No ☒ Total Acreage of Request: _____
Existing Land Use: Vacant Existing Zoning: A-2 spec use
Requested Zoning: R-2
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☒

Representative/Agent Information (if different from owner)

Firm Name: 3D LAND DEVELOPMENT LLC.
Name: Dennis Carrizales
Address: 2621-21ST ST. City: LUBBOCK State: TX
ZIP Code: 79410 Telephone: 806-543-3939 Email: 3DLANDDEVELOPMENT@GMAIL.COM
Applicant's Signature: [Signature]
Date: 04/28/22 Printed Name: Dennis Carrizales

Owner Information

Firm Name: 3D LAND DEVELOPMENT LLC.
Owner: Dennis Carrizales
Address: 2621-21ST ST. City: LUBBOCK State: TX
ZIP Code: 79410 Telephone: 806-543-3939 Email: 3DLANDDEVELOPMENT@GMAIL.COM
Property Owner's Signature: [Signature]
Date: 04/28/22 Printed Name: Dennis Carrizales

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.

2418-A

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 4): Consider Ordinance No. 2022-O0097, for Zone Case 3257-O, a request of City of Lubbock, Lubbock Fire Rescue, for a Specific Use for Public Use on property zoned Garden Office District (GO), at 3302 142nd Street, located north of 142nd Street and east of Indiana Avenue, on 2.5 acres of unplatted land out of Block AK, Section 1.

Item Summary

On June 28, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff is not making a recommendation on the request. The Planning and Zoning Commission heard this case on June 2, 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-O
Staff Report 3257-O
Documentation 3257-O

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-O; A ZONING CHANGE FROM GO TO GO SPECIFIC USE FOR PUBLIC USE, AT 3302 142ND STREET, LOCATED NORTH OF 142ND STREET AND EAST OF INDIANA AVENUE, ON 2.5 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 1, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3257-O

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 **GO to GO Specific Use for public use** zoning district at **3302 142nd Street, located north of 142nd Street and east of Indiana Avenue, on 2.5 acres of unplatted land out of Block AK, Section 1, City of Lubbock, Lubbock County, Texas, and being further described as follows:**

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **GO** 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 **3302 142nd Street, located north of 142nd Street and east of Indiana Avenue, on 2.5 acres of unplatted land out of Block AK, Section 1, City of Lubbock, Lubbock County, Texas.**

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.


Passed by the City Council on second reading on _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

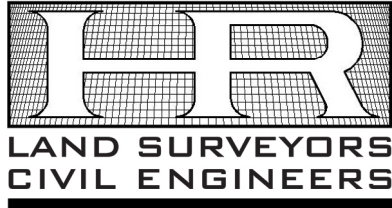


Kristen Sager, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney



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

METES AND BOUNDS DESCRIPTION of a 2.500 acre tract of land located in Section 1, Block AK, Lubbock County, Texas, being a portion of that 60.015 acre tract of land as described under County Clerk File Number 2017021344, Official Public Records of Lubbock County, Texas, said 2.500 acre tract being further described as follows:

BEGINNING at an "x" chiseled in concrete set in the North right-of-way line of 142nd Street as described under County Clerk File Number (CCFN) 2020008833, Official Public Records of Lubbock County, Texas (OPRLCT), and the most Southerly Southeast corner of Tract "A", Police Department South Substation Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under CCFN 2020008833, OPRLCT, for the Southwest corner of this tract which bears N. 01°46'00" E. a distance of 1235.49 feet and S. 88°02'16" E. a distance of 445.00 feet from the Southwest corner of Section 1, Block AK, Lubbock County, Texas;

THENCE N. 46°51'52" E., along the Eastern boundary of said Tract "A", a distance of 14.12 feet to 1/2" iron rod with cap marked "HUGO REED & ASSOC." found;

THENCE N. 01°46'00" E., continuing along the Eastern boundary of said Tract "A", a distance of 200.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Northwest corner of this tract, from whence a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found at the most Easterly Northeast corner of said Tract "A" bears N. 01°46'00" E. a distance of 200.00 feet;

THENCE S. 88°02'16" E. a distance of 509.42 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Northerly Northeast corner of this tract;

THENCE S. 43°02'16" E. a distance of 14.14 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Easterly Northeast corner of this tract;

THENCE S. 01°57'44" W. a distance of 185.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Easterly Southeast corner of this tract;

THENCE S. 46°57'44" W. a distance of 21.21 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Southerly Southeast corner of this tract;

THENCE N. 88°02'16" W., at 473.70 feet pass a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Northeast corner of said 142nd Street, continuing along the North line of said 142nd Street for a total distance of 513.70 feet to the Point of Beginning.

Contains: 108,890 square feet

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0). Distances are Surface, U.S. Survey Feet.

Surveyed on the ground,
June 28, 2021

A handwritten signature in blue ink, appearing to read 'Robert A. Christopher', is written over a horizontal line.

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



Staff Report		Zone Case 3257-O
City Council Meeting		June 28, 2022

Applicant City of Lubbock, Lubbock Fire Rescue

Property Owner City of Lubbock, Lubbock Fire Rescue

Council District 4

Recommendations

- Staff is not making a recommendation

Prior Board or Council Action

- April 28, 2016, Ordinance 2016-O0054. This property was annexed and zoned Transition District (T).
- October 13, 2016, Zone Case 3257-B, Ordinance No. 2016-O147: This property was rezoned from T to Single-Family District (R-1) Specific Use.
- September 15, 2021, Zone Case 3257-L, Ordinance No. 2021-O0120: This property was rezoned from R-1 Specific Use to Garden Office District (GO).
- June 2, 2022, Zone Case 3257-O: The Planning and Zoning Commission recommended approval of a Specific Use for Public Use on property zoned Garden Office District (GO) by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 2
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property consists of 2.5 acres of unplatted land out of Block AK, Section 1. It has remained vacant since annexation. A new fire station is proposed at this location.

Adjacent Property Development

Property to the north is vacant and zoned GO. Properties to the east and south are vacant and zoned Single-Family District (R-1). Property to the west is zoned Apartment-Medical District (AM) Specific Use and is developed with a police substation.

Zoning Request and Analysis

Item Summary

The subject property is located at 3302 142nd Street, north of 142nd Street and east of Indiana Avenue. The applicant requests a Specific Use for Public Use on property zoned Garden Office District.

Current zoning: Garden Office

Requested zoning: Specific Use for Public Use

Intent Statements

The intent of the current 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.”

The intent of the proposed Specific Use District, “... to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used. The regulations require specific site planning on all aspects of proposed development to ensure that any variations of land uses or land use standards will be in harmony with the purposes and objectives of the zoning ordinance.”

Traffic Network/Infrastructure Impacts

The proposed Specific Use location is along 142nd Street, which is designated as a Local Street by the Master Thoroughfare Plan, 2018. The primary function of Local Streets is to provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property

The proposed Specific Use is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Zoning Ordinance

The proposed Specific Use 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 Specific Use and may need some additional public improvements as the property is unplatted.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Photos
- F. Application and supporting documentation

Staff Contacts

Ashley Padilla
Planner
Planning Department
806-775-2107
ashleypadilla@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3257-O



Allowable Uses: [Garden Office District \(GO\)](#)

[Specific Use](#)

Transportation: The proposed development has a point of access from 142nd Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
142 nd Street, <i>Local Street, Not Completed</i>	R.O.W. 60 feet, two-lane, undivided, paved	R.O.W. 60 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 4

Case 3257-O: City of Lubbock, Lubbock Fire Rescue
Request for a Specific Use for Public Use on property zoned Garden Office District (GO), at:

- 3302 142nd Street, located north of 142nd Street and east of Indiana Avenue, on 2.5 acres of unplatted land out of Block AK, Section 1.

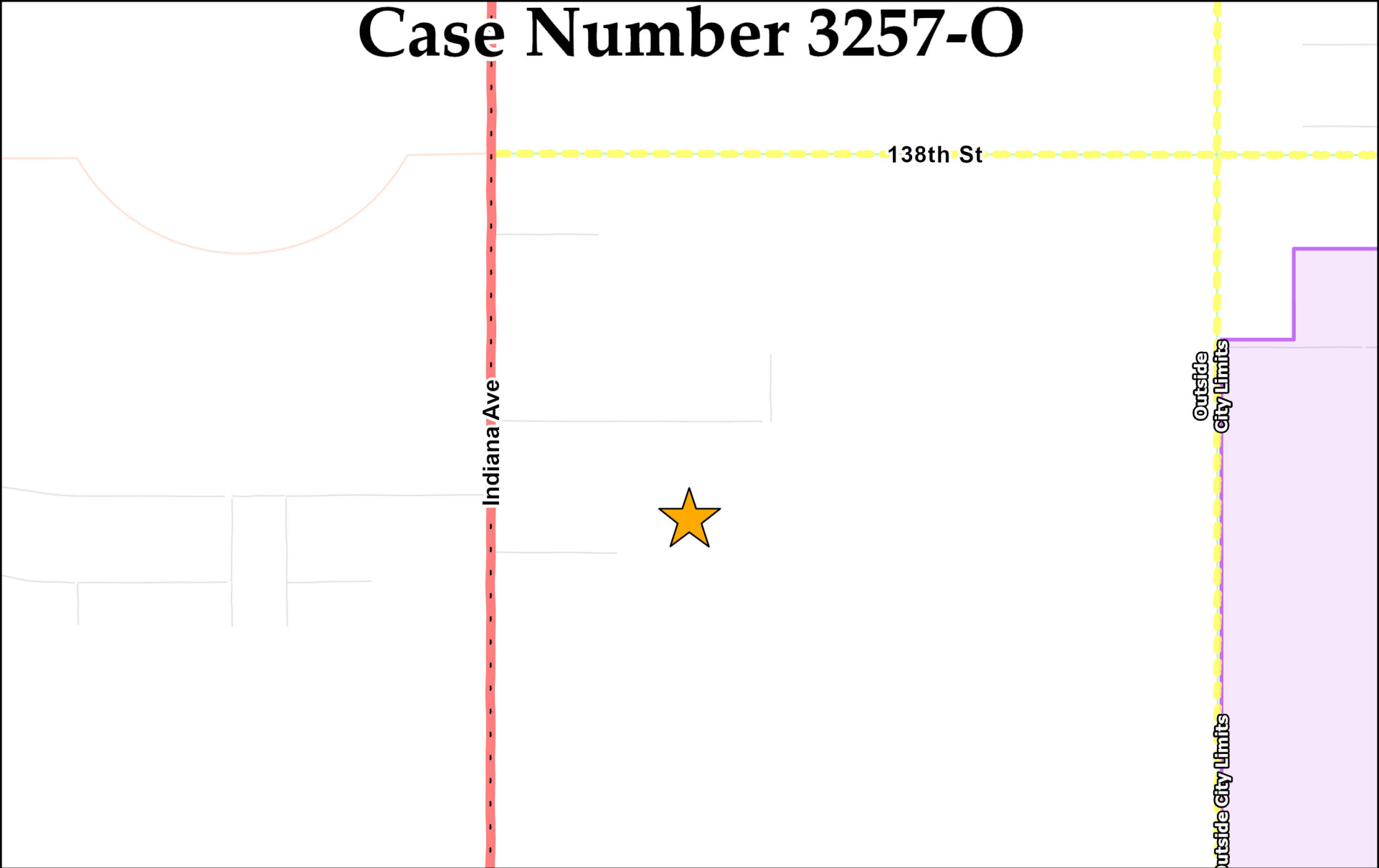
PLANNER ASHLEY PADILLA stated there were two (2) notifications sent out and zero returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff did not make a recommendation on this request.

APPLICANT DEPUTY CHIEF ROB KEINAST stated this new fire station will be the furthest south out of all the fire stations. There is a police substation to the west and a University Medical Center EMS station to the north. It will be the public safety area for the south part of town.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3257-O** a motion was made by **SUSAN TOMLINSON** and seconded by **ABEL HERNANDEZ** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 3257-O



Collector

- Completed
- Partial
- Future

Minor Arterial

- Completed
- Partial
- Future

Modified Arterial

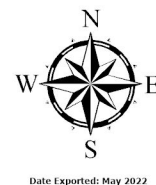
- Partial
- Future

Principal Arterial

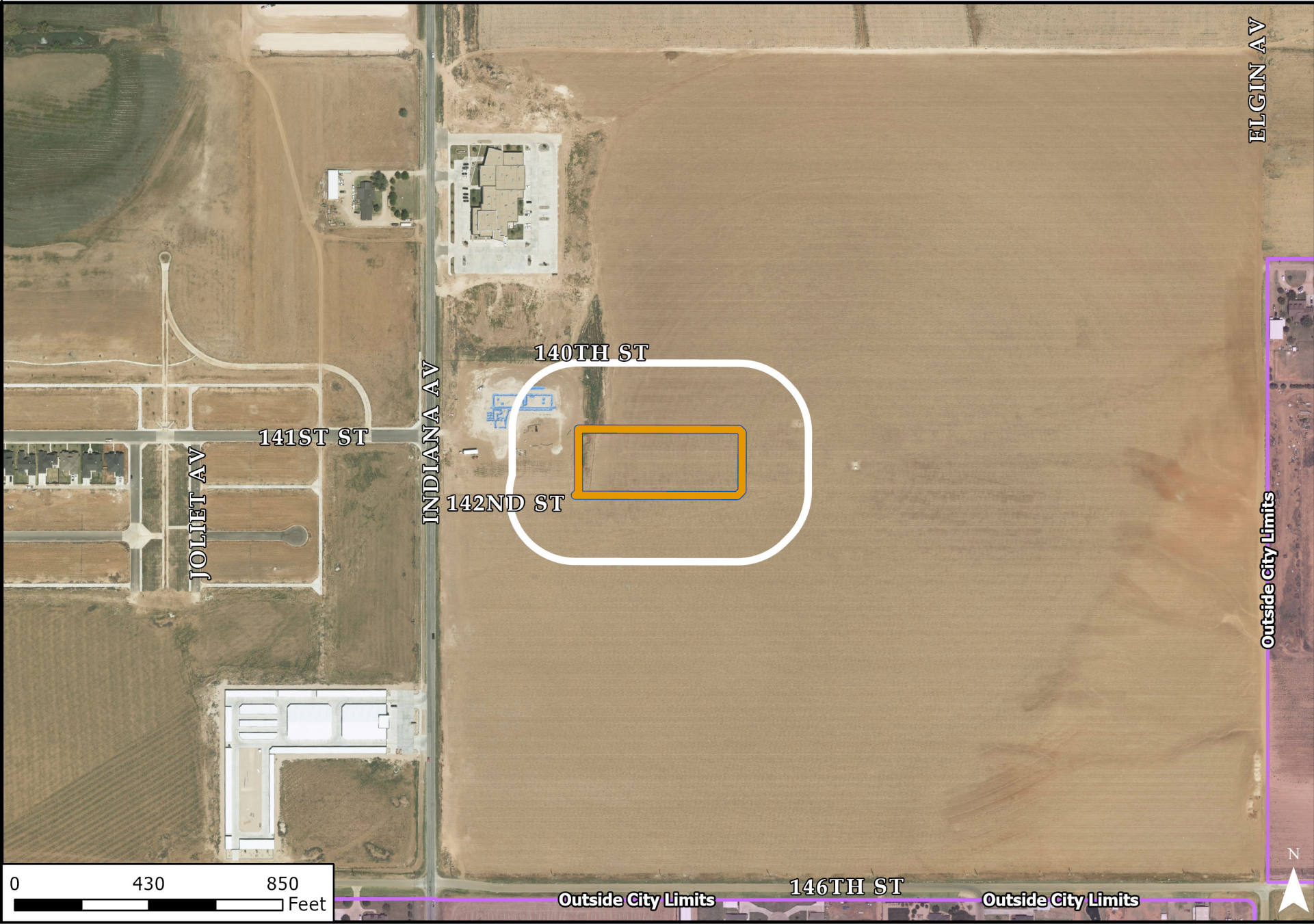
- Completed
- Partial
- Future

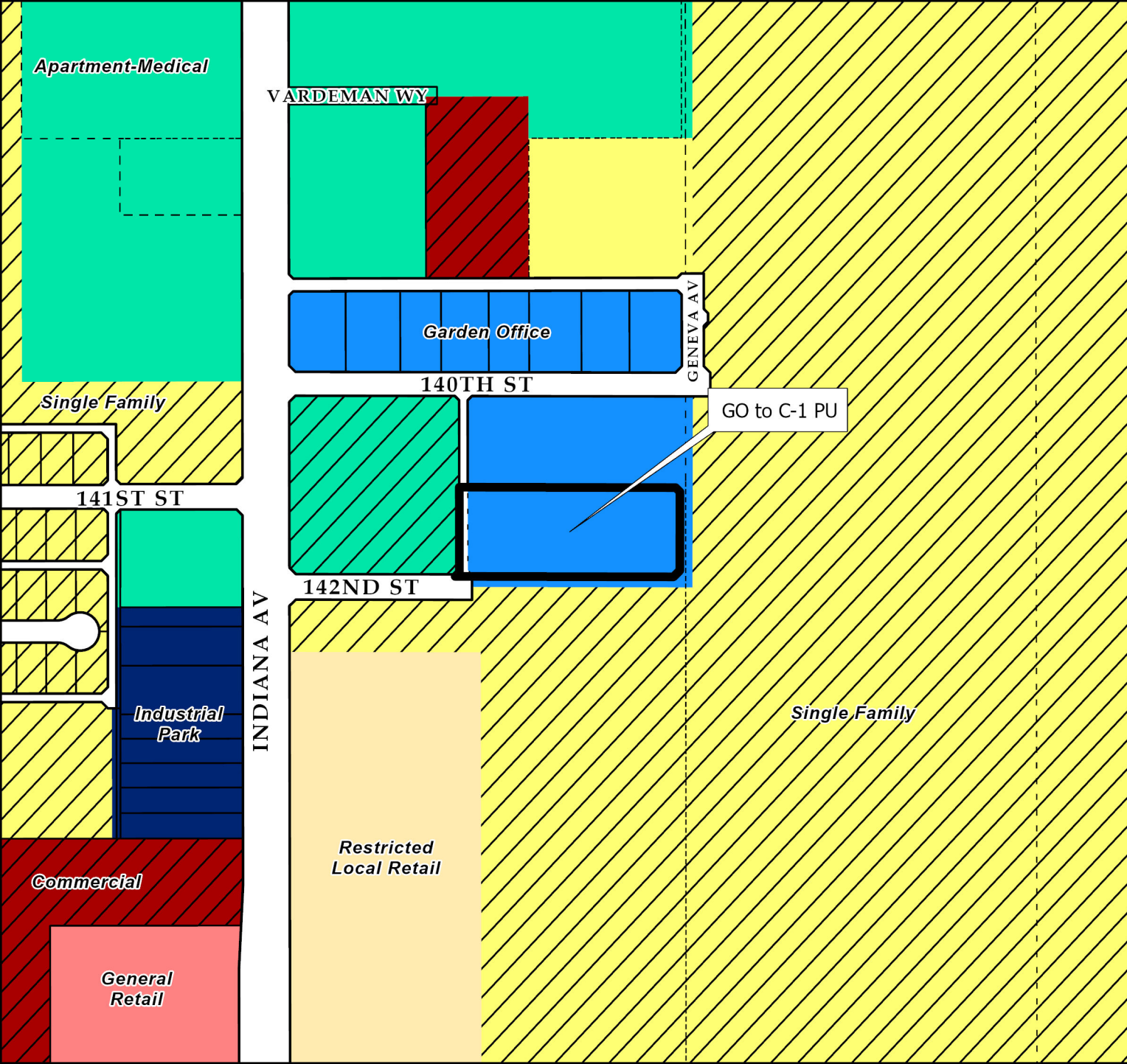
Freeway

- Completed
- Partial
- Proposed Outer Loop



Case Number 3257-O



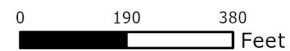


Current Zoning

3257-O

Zoning Districts

-  Apartment-Medical
-  Apartment-Medical Specific Use
-  Restricted Local Retail
-  General Retail
-  Commercial Specific Use
-  Garden Office
-  Industrial Park
-  Single Family
-  Single Family Specific Use



3257-O



Subject property. View to the east.



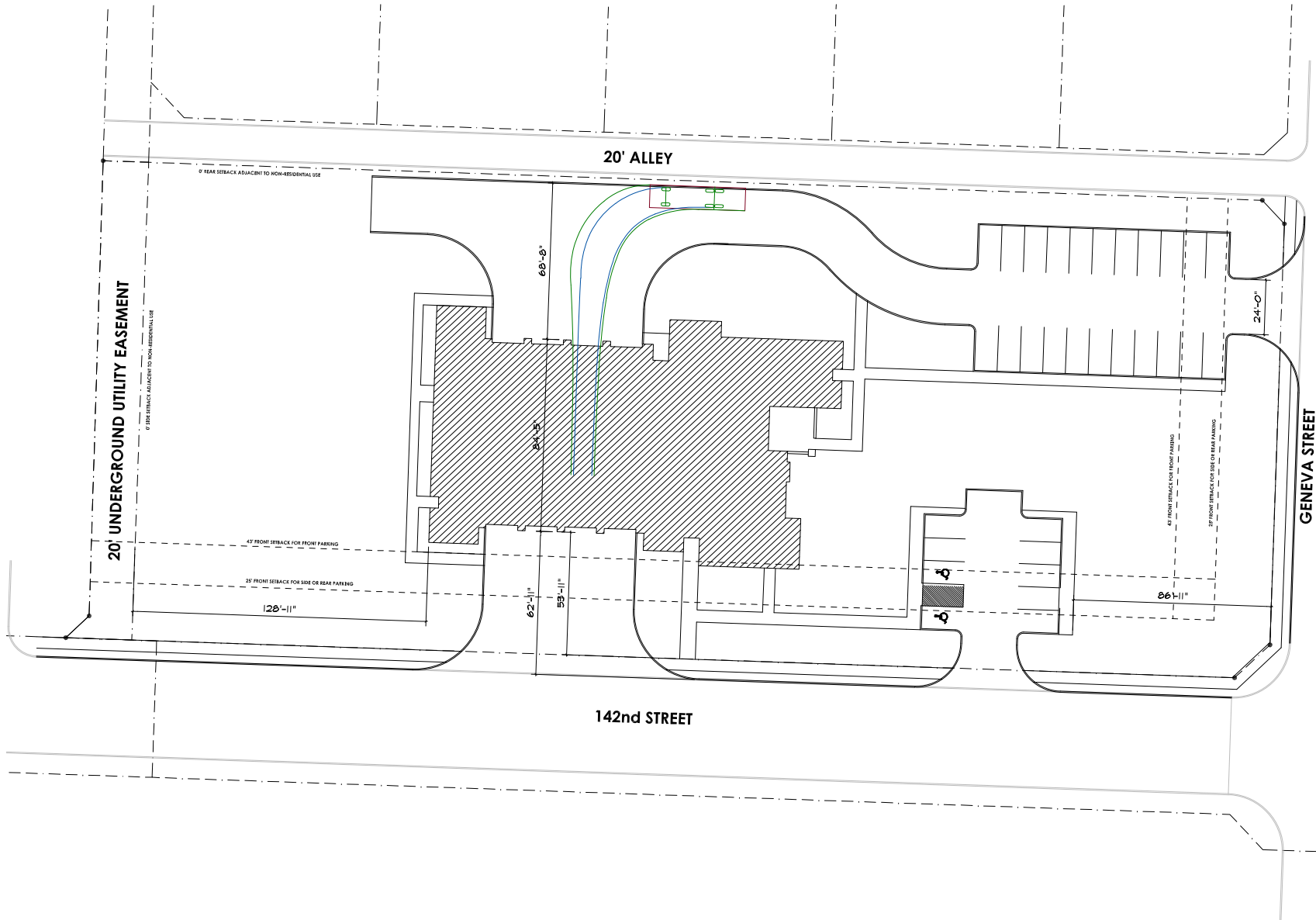
View to the south.



View to the north.



View to the west.



These plans are conceptual only. Layout and size of the facility are subject to change.

CITY OF LUBBOCK FIRE STATION 20

Project Number: 22122.0.0 Date: 04-25-2022

CONCEPTUAL SITE PLAN

BRINKLEY SARGENT WIGINTONARCHITECTS



PERIMETER SURVEY OF A 2.500 ACRE TRACT
OF LAND LOCATED IN
SECTION 1, BLOCK AK
LUBBOCK COUNTY, TEXAS



METES AND BOUNDS DESCRIPTION of a 2.500 acre tract of land located in Section 1, Block AK, Lubbock County, Texas, being a portion of that 60.015 acre tract of land as described under County Clerk File Number 2017021344, Official Public Records of Lubbock County, Texas, said 2.500 acre tract being further described as follows:

BEGINNING at an "x" chiseled in concrete set in the North right-of-way line of 142nd Street as described under County Clerk File Number (CCFN) 2020008833, Official Public Records of Lubbock County, Texas (OPRLCT), and the most Southerly Southeast corner of Tract "A", Police Department South Substation Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under CCFN 2020008833, OPRLCT, for the Southwest corner of this tract which bears N. 01°46'00" E. a distance of 1235.49 feet and S. 88°02'16" E. a distance of 445.00 feet from the Southwest corner of Section 1, Block AK, Lubbock County, Texas;

THENCE N. 46°51'52" E., along the Eastern boundary of said Tract "A", a distance of 14.12 feet to 1/2" iron rod with cap marked "HUGO REED & ASSOC." found.

THENCE N. 01°46'00" E., continuing along the Eastern boundary of said Tract "A", a distance of 200.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Northwest corner of this tract, from whence a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found at the most Easterly Northeast corner of said Tract "A" bears N. 01°46'00" E. a distance of 200.00 feet

THENCE S. 88°02'16" E. a distance of 509.42 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Northerly Northeast corner of this tract;

THENCE S. 43°02'16" E. a distance of 14.14 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Easterly Northeast corner of this tract;

THENCE S. 01°57'44" W. a distance of 185.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Easterly Southeast corner of this tract;

THENCE S. 46°57'44" W. a distance of 21.21 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Southerly Southeast corner of this tract;

THENCE N. 88°02'16" W., at 473.70 feet pass a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Northeast corner of said 142nd Street, continuing along the North line of said 142nd Street for a total distance of 513.70 feet to the Point of Beginning.

Contains: 138,890 square feet

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0). Distances are Surface, U.S. Survey Feet.

TITLE COMMITMENT

No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

CERTIFICATION TO: City of Lubbock, Western Title, Thomas Payne, Rocket Partners I, LLC

I, Robert A. Christopher, Texas Registered Professional Land Surveyor No. 5167, do hereby certify that this survey was made on the ground. A determination as to whether this property lies within a special flood hazard area was not made for this survey.

Surveyed on the ground: June 28, 2021

Revised September 7, 2021 to correct street name

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



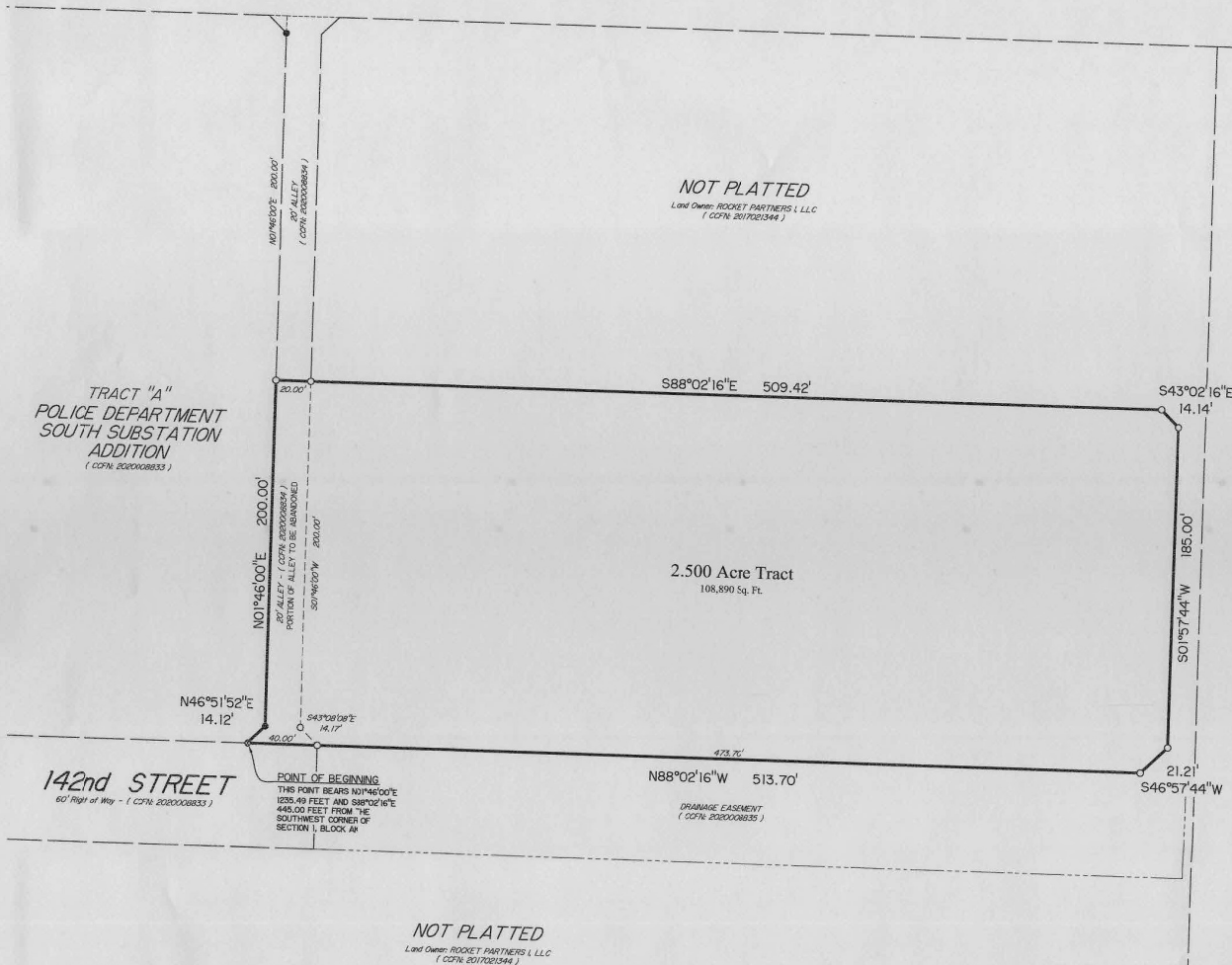
SCALE: 1"=50'

HEAVY LINES INDICATE PLAT LIMITS
CCFN - COUNTY CLERK FILE NUMBER
CONTROL MONUMENTS AS FOUND & SHOWN
● - SET. "x" CUT ON CONCRETE
○ - SET 1/2" IRON ROD w/CAP MARKED "HUGO REED & ASSOC."
● - FD. 1/2" IRON ROD w/CAP MARKED "HUGO REED & ASSOC."
20211468/SC(D.G.)

WARNING
This plat is invalid unless it bears an original signature across an embossed seal.

HUGO REED & ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1901 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 783-5545
FAX: 806 / 783-5561

Copyright 2020, Hugo Reed and Associates, Inc. for the sole use of Title Co. for CCF # and any other identification as indicated in the certificate above herein.





Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: Viridian Tract "F"

Lots/Tracts: Viridian Tract "F"

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☒ No ☐

Total Acreage of Request: 2.4

Existing Land Use: Vacant

Existing Zoning: Garden Office

Requested Zoning: Specific Use for Public Use

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: City of Lubbock, Lubbock Fire Rescue

Owner: City of Lubbock, Lubbock Fire Rescue

Address: 1515 E Ursuline City: Lubbock State: TX

ZIP Code: 79403 Telephone: 806-775-2631 Email: rkeinast@mylubbock.us

Property Owner's Signature: Rob Keinast

Date: 4-26-2022 Printed Name: Deputy Chief Rob Keinast

Preparer Information

Preparer's Signature: Rob Keinast

Date: 4-26-2022 Printed Name: Deputy Chief Rob Keinast

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

Ordinance 2nd Reading - Planning (District 4): Consider Ordinance No. 2022-O0098, for Zone Case 3356-A, a request of Betenbough Homes, for a zone change from General Retail District (C-3) to Interstate Highway Commercial District (IHC), at 3136 130th Street, located north of 130th Street and west of Flint Avenue, on 4.201 acres of unplatted land out of Block E2, Section 21.

Item Summary

On June 28, 2022, the City Council approved the first reading of the ordinance.

or 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 June 2, 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 3356-A
Staff Report 3356-A
Documentation 3356-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. 3356-A; A ZONING CHANGE FROM C-3 TO IHC ZONING DISTRICT AT 3136 130TH STREET, LOCATED NORTH OF 130TH STREET AND WEST OF FLINT AVENUE, ON 4.201 ACRES OF UNPLATTED LAND OUT OF BLOCK E2, SECTION 21, 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. 3356-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-3 to IHC zoning district at **3136 130th Street, located north of 130th Street and west of Flint Avenue, on 4.201 acres of unplatted land out of Block E2, Section 21, 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, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3356-A
June 2, 2022



**METES AND BOUNDS FOR
A 4.201 ACRE TRACT,
LOCATED IN SECTION 21, BLOCK E2,
L.A. PATILLO SURVEY, ABSTRACT NO. 270,
LUBBOCK COUNTY, TEXAS**

(Sheet 1 of 2)

Metes and Bounds description for a 4.201 acre tract of land located in Section 21, Block E2, L.A. Patillo Survey, Abstract No. 270, being a portion of that certain 60.28 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2010037777 of the Official Public Records of Lubbock County, Texas, said metes and bounds contain 4.201 acres of land being further described as follows:

BEGINNING at a point in the north right-of-way line of F.M. 1585/130th Street(future Loop 88), of these tract, having coordinates of Northing: 7,236,782.47 and Easting: 937,017.41 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone,;

THENCE N. 01° 39' 46" E. an approximate distance of 259.94 feet to the southwest corner of the plat limits of Lots 60 through 77, Bella Mia Estates as recorded in the map, plat and/or dedication deed thereof recorded in County Clerk's File Number 2012036311;

THENCE S. 88° 12' 32" E. an approximate distance of 20.00 feet;

THENCE N. 46° 45' 35" E. an approximate distance of 14.15 feet to a point in the south right-of-way line of an alley, previously dedicated in said Bella Mia Estates;

THENCE S. 88° 16' 21" E., along the south right-of-way line of said alley, an approximate distance of 805.22 feet;

THENCE S. 43° 16' 22" E. an approximate distance of 14.14 feet, to a point in the west right-of-line of Flint Avenue, previously dedicated in said Bella Mia Estates;

THENCE S. 01° 43' 38" W. an approximate distance of 12.97 feet;

THENCE N. 88° 02' 19" W. an approximate distance of 194.56 feet;

THENCE S. 01° 54' 16" W. an approximate distance of 257.48 feet;

THENCE N. 87° 31' 45" W. an approximate distance of 383.21 feet;

THENCE N. 87° 14' 53" W. an approximate distance of 266.45 feet to the **POINT OF BEGINNING**. Bearings are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

This description prepared for zoning purposes only, with information from previous surveys and does not represent a survey as made upon the ground.

ZONE CHANGE APPLICATION
EXHIBIT
(SHEET 2)

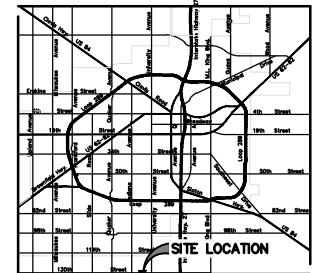
A 4.201 ACRE TRACT OF LAND
LOCATED IN
SECTION 21, BLOCK E2,
LUBBOCK COUNTY, TEXAS

NOTES:
SCALE: 1" = 100'

 - ZONING REQUEST TO IHC FROM C-3,
GENERAL RETAIL DISTRICT



SCALE: 1"=100'



VICINITY MAP
NOT TO SCALE

AMD CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC Phone: 806-771-5976
6515 68th Street, Suite 300 Fax: 806-771-7625
Lubbock, TX 79424 TBPE Reg. # F-9197
Accuracy - Efficiency - Integrity

P:\2022\BELLA MIA ZONE CASE\BELLA MIA ZONE CASE.dwg, 4/26/2022 15:49:26



Staff Report		Zone Case 3356-A
City Council Meeting		June 28, 2022

Applicant Betenbough Homes

Property Owner Betenbough Homes

Council District 4

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- December 6, 2006, Ordinance No. 2006-00121: This property was annexed into city limits and zoned Transition District (T).
- October 8, 2018, Zone Case 3356, Ordinance No. 2018-00122: This property was rezoned from T to General Retail District (C-3).
- June 2, 2022, Zone Case 3356-A: The Planning and Zoning Commission recommended approval of a zone change from General Retail District (C-3) to Interstate Highway Commercial District (IHC) by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 16
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

This property consists of 4.201 acres of unplatted land out of Block E2, Section 21. It has remained vacant since annexation.

Adjacent Property Development

This property is surrounded by single-family residences zoned T to the north, vacant unsubdivided property zoned T to the west, and vacant unsubdivided property zoned C-3 to the south and east.

Zoning Request and Analysis

Item Summary

The subject property is located at 3136 130th Street, north of 130th Street and west of Flint Avenue. The applicant is requesting a zone change from General Retail District (C-3) to Interstate Highway Commercial District (IHC).

Current zoning: General Retail District (C-3)

Requested zoning: Interstate Highway Commercial District (IHC)

Intent Statements

The intent of the current C-3 zoning is “...to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered.”

The intent of the proposed 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. Special consideration shall be given building height for developments adjacent to Mackenzie State Park, the Yellowhouse Canyon Lakes, and the Central Business District.”

Traffic Network/Infrastructure Impacts

The property is located north of 130th Street (future Loop 88) which is designated as a proposed Freeway and west of Flint Avenue which is designated as a Collector street. Freeways are intended to move high volumes of automobile traffic at relatively high speeds over long distances. Collectors are designed for medium volumes of vehicles operating at lower speeds.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates the subject property for Commercial uses. The requested zone change to IHC 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 in the proposed location.

Suitability of Property for Allowed Uses

The property is suitable for the proposed zoning, but may require additional public 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

Cassie Bermea
Planner
Planning Department
806-775-2096
cassiebermea@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3356-A



Allowable Uses: [Interstate Highway Commercial District \(IHC\)](#)

Transportation: The proposed development has a point of access from 130th Street (Loop 88)

Thoroughfare	Existing	Per Thoroughfare Development Plan
Loop 88 <i>Freeway, Proposed Outer Loop</i>	R.O.W. 50 feet, two-lane, undivided, paved	R.O.W. 320 feet, six-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.6 District 4

Case 3356-A: Betenbough Homes

Request for a zone change from General Retail District (C-3) to Interstate Highway Commercial District (IHC) at:

- 3136 130th Street, located north of 130th Street and west of Flint Avenue, on 4.201 acres of unplatted land out of Block E2, Section 21

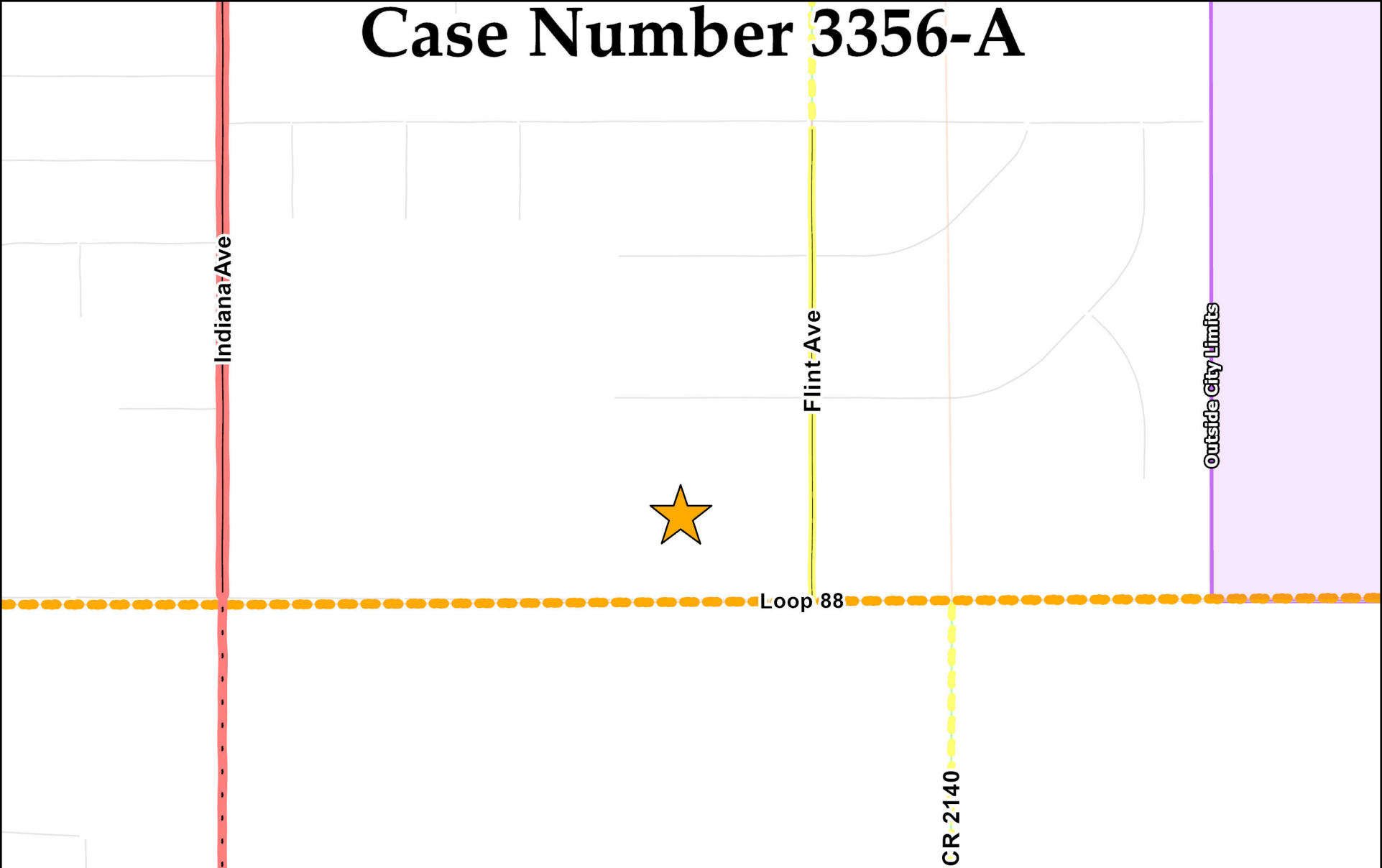
PLANNER CASSIE BERMEA stated there were sixteen (16) notifications sent out and zero (0) returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT RONNIE WALLACE 10513 Valencia Avenue representing Betenbough Homes advised this request provides a great opportunity for more flexibility off Loop 88 and it would provide a barrier for existing homes to the north.

No one spoke in opposition or in favor of the request.

In the matter of **Zone Case 3356-A** a motion was made by **SUSAN TOMLINSON** and seconded by **JAMES BELL** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 3356-A



Collector

- Completed
- Partial
- Future

Minor Arterial

- Completed
- Partial
- Future

Modified Arterial

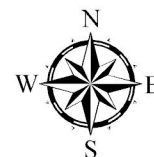
- Partial
- Future

Principal Arterial

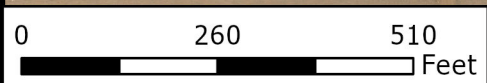
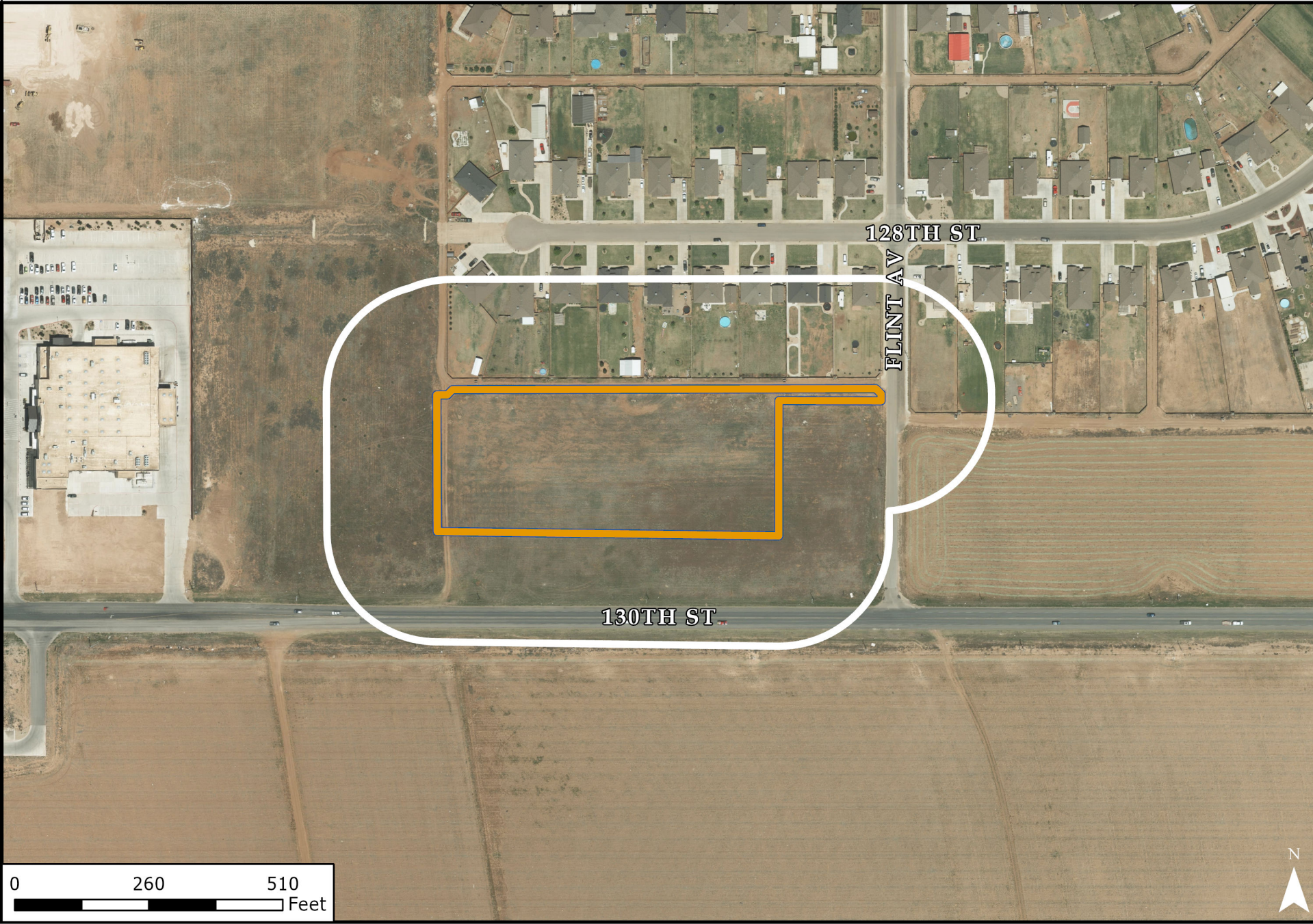
- Completed
- Partial
- Future

Freeway

- Completed
- Partial
- Proposed Outer Loop








Case Number 3356-A

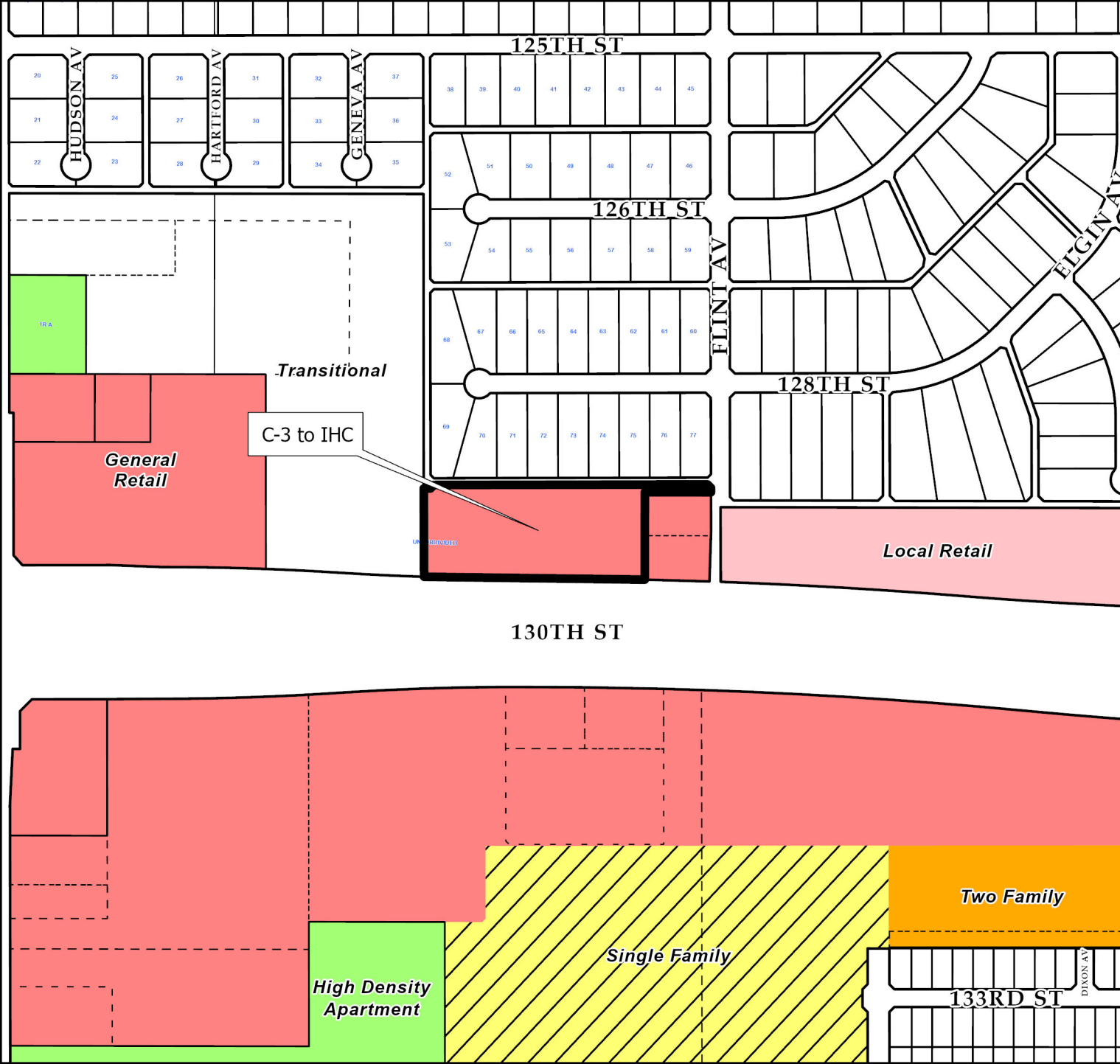


Current Zoning

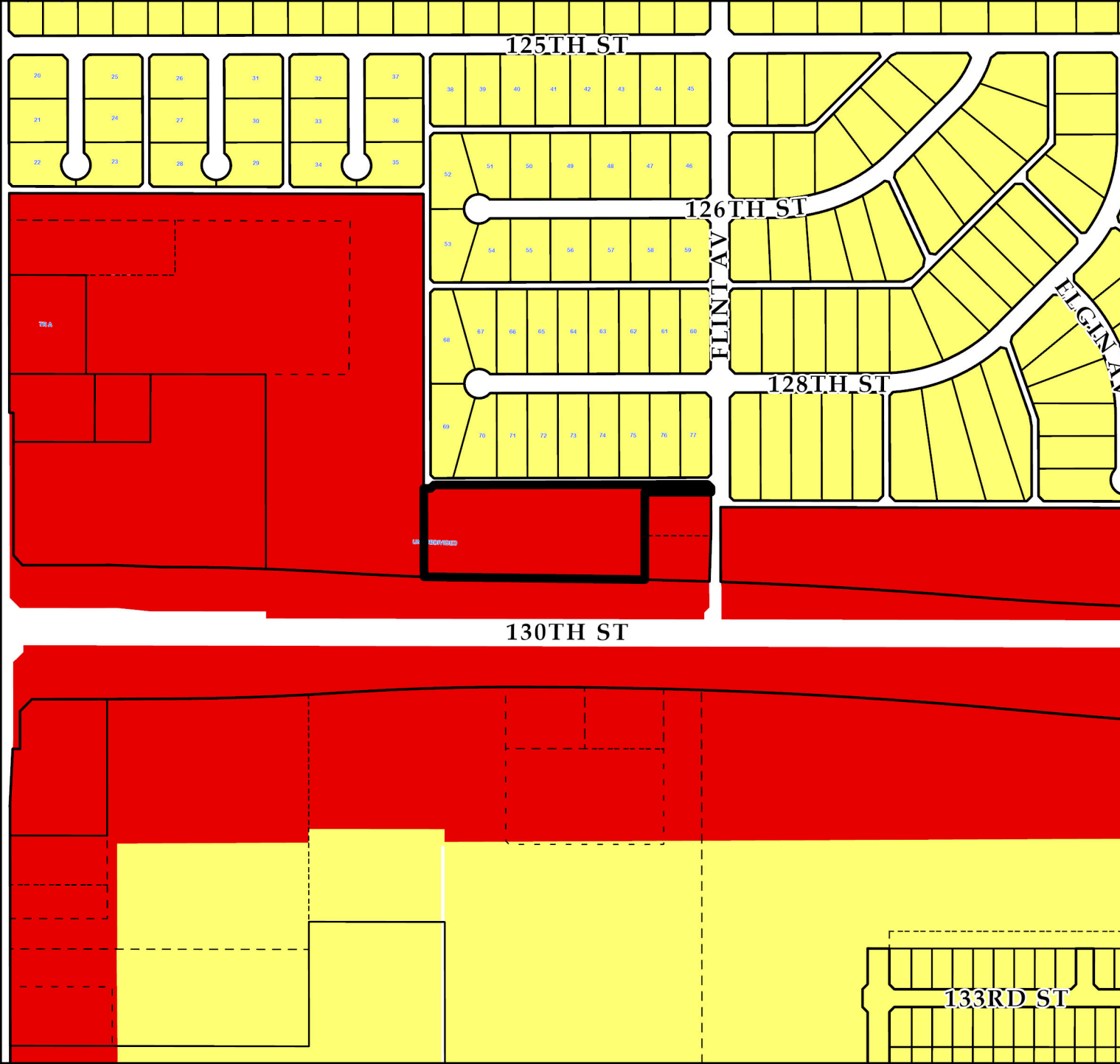
3356-A

Zoning Districts

-  High Density Apartment
-  Local Retail
-  General Retail
-  Single Family Specific Use
-  Two Family
-  Transitional



Date Exported: May 2022





North View



East View



South View



West View

3356-A



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE


Project Information

Location or Address: 3136 130th Street (Corner of 1585 & Flint, South of Bella Mia)
Lots/Tracts: 4.201 Acre Tract
Survey & Abstract: A 4.201 Acre Tract, Located in Section 21, Block E2, L.A. Patillo Survey, Abstract No. 270, Lubbock County, Texas
Metes and Bounds Attached: Yes ☒ No ☐ Total Acreage of Request: 4.201
Existing Land Use: Agricultural Existing Zoning: C3 (General Retail District)
Requested Zoning: IHC (Interstate Highway Commercial District)
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: Betenbough Homes
Owner: Betenbough Homes
Address: 7919 4th Street City: Lubbock State: TX
ZIP Code: 79424 Telephone: 806-412-6611 Email: ronniew@betenbough.com
Property Owner's Signature: 
Date: 4.27.22 Printed Name: Ronnie Wallace

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

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2022-O0099, for Zone Case 3016-D, a request of AMD Engineering, LLC for the Kelling Family Revocable Trust, and Enrico and Teresita Aguas, for a zone change from Apartment-Medical District (AM), Transition District (T), and Garden Office District (GO) to Local Retail District (C-2) Specific Use for a self-storage facility, generally located west of Quincy Avenue and south of 98th Street, on 7.36 acres of unplatted land out of Block AK, Section 22.

Item Summary

On June 28, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on June 2, 2022, and recommended approval of the request by a vote of 6-1-0.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 3016-D
Staff Report 3016-D
Documentation 3016-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. 3016-D; A ZONING CHANGE FROM AM, T AND GO TO C-2 SPECIFIC USE FOR A SELF-STORAGE FACILITY, GENERALLY LOCATED WEST OF QUINCY AVENUE AND SOUTH OF 98TH STREET, ON 7.36 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 22, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, 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. 3016-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 **AM, T and GO** to **C-2 Specific Use** for a **self-storage facility** zoning district **generally located west of Quincy Avenue and south of 98th Street, on 7.36 acres of unplatted land out of Block AK, Section 22, City of Lubbock, Lubbock County, Texas,** and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT 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 **AM, T and GO** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **generally located west of Quincy Avenue and south of 98th Street, on 7.36 acres of unplatted land out of Block AK, Section 22, 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, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC3016-D
June 2, 2022



DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 22, BLOCK A-K,
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 7.36-acre tract of land located in Section 22, Block A-K, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point that bears N 01° 58' 52" E an approximate distance of 54.91 feet and S 88° 01' 08" E an approximate distance of 89.07 feet to the southeast corner of the southwest quadrant of Section 27, Block A-K;

THENCE S 43° 04' 16" E an approximate distance of 42.47 feet;

THENCE S 01° 52' 01" W an approximate distance of 30.00 feet;

THENCE S 88° 00' 35" E an approximate distance of 5.43 feet;

THENCE S 01° 47' 11" W an approximate distance of 464.01 feet;

THENCE N 87° 45' 33" W an approximate distance of 708.98 feet;

THENCE N 01° 55' 35" E an approximate distance of 304.05 feet;

THENCE S 88° 00' 07" E an approximate distance of 224.65 feet;

THENCE N 01° 51' 39" E an approximate distance of 216.89 feet;

THENCE S 88° 00' 34" E an approximate distance of 447.85 feet to the Point of Beginning and containing approximately 7.36-acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

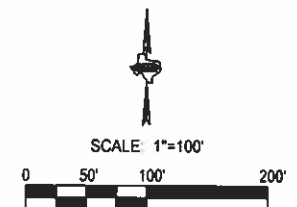
Prepared for: Kelling Family Revocable Trust
Enrico G. and Teresita A Aguas
June 3, 2022

ZONE CHANGE APPLICATION
EXHIBIT
(SHEET 2)

A 7.36 ACRE TRACT OF LAND
LOCATED IN SECTION 22,
BLOCK A-K, LUBBOCK
COUNTY, TEXAS

NOTES:
SCALE: 1" = 100'

 ZONING REQUEST TO C-2, SPECIFIC USE FOR
SELF STORAGE FACILITY FROM AM, APARTMENT
MEDICAL AND T, TRANSITIONAL



VICINITY MAP

AMD CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC Phone: 806-771-5915
6515 68th Street, Suite 300 Fax: 806-771-7625
Lubbock, TX 79424 TBPE Reg. # F-9197

Accuracy - Efficiency - Integrity

QUINCY PARK
LOTS 29J-J3J
P&D: 201,301,3842

THE SOUTHEAST CORNER OF THE
SOUTHWEST QUADRANT OF
SECTION 27, BLOCK A-K

P.O.B.
FROM THIS POINT, THE SOUTHEAST CORNER OF THE
SOUTHWEST QUADRANT OF SECTION 27, BLOCK A-K BEARS
N 01°58'52" E 54.91' AND S 86°01'08" E 89.07'

EAST LINE OF THE SOUTHWEST QUADRANT
OF SECTION 27, BLOCK A-K

NORTH LINE SECTION 22, BLOCK A-K

98TH STREET

UNPLATTED
BLK AK SEC 22 AB
749 TR 6
OWNER: WILCOX JOSEPH
K & MARIBETH A

UNPLATTED
BLK AK SEC 22 AB
749 TR 6
OWNER: KELLING FAMILY
REVOCABLE TRUST

N: 7247741.02
E: 911488.23

S88°00'34"E 447.85'

S43°04'16"E 42.47'

S1°52'01"W 30.00'

S88°00'35"E 5.43'

N1°51'39"E 216.89'

S88°00'07"E 224.65'

N1°55'35"E 304.05'

QUINCY AVE

S1°47'11"W 484.01'

N87°45'33"W 708.89'

N: 7247409.43
E: 912186.35

THE RIDGE L39-171
(VOL. 16, P. 120-A
AND 120-B)

Staff Report		Zone Case 3016-D
City Council Meeting		June 28, 2022

Applicant AMD Engineering, LLC

Property Owner Kelling Family Revocable Trust and Enrico & Teresita Aguas

Council District 5

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- January 14, 1999, Ordinance No. 10117: This property was annexed into city limits and zoned Transition District (T).
- August 16, 2004, Zone Case 3016, Ordinance No. 2004-00083: A portion of this property was rezoned from Transition District (T) to Apartment-Medical District (AM) and Garden Office District (GO).
- June 2, 2022, Zone Case 3016-D: The Planning and Zoning Commission recommended approval of a zone change from Apartment-Medical District (AM), Transition District (T), and Garden Office District (GO) to Local Retail District (C-2) Specific Use for a self-storage facility by a vote of 6-1-0.

Notification Summary

- Notifications Sent: 19
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History

This property consists of 7.36 acres of unplatted land out of Block AK, Section 22. It has remained vacant since annexation. There is a drainage culvert which runs east to west through the north end of the property.

Adjacent Property Development

To the south is property zoned Two-Family District (R-2), which is vacant. To the west is vacant property zoned GO and T. To the east is vacant land and a single-family home zoned T. To the north are single-family homes zoned Single-Family District (R-1) with a Specific Use for reduced setbacks.

Zoning Request and Analysis

Item Summary

The subject property is generally located west of Quincy Avenue and south of 98th Street. The applicant is requesting a zone change from Apartment-Medical District (AM), Transition District (T), and Garden Office District (GO) to Local Retail District (C-2) Specific Use for a self-storage facility.

Current zoning: Apartment-Medical District (AM), Garden Office District (GO), Transition District (T)

Requested zoning: Local Retail District (C-2) Specific Use for a self-storage facility

Intent Statements

The intent of the current Apartment-Medical 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.”

The intent of the current Garden Office 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.”

The intent of the current Transition zoning is “...to protect existing and future development in newly annexed territory until the proper zone classification can be determined and established by zone change.”

The intent of the proposed Local Retail District 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 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 location is along 98th Street and Quincy Avenue. 98th Street is designated as a Principal Arterial and Quincy Avenue is designated as a Collector. A Principal Arterial is a major thoroughfare designed to carry large quantities of traffic at relatively high speeds. A Collector is a street designed for medium volumes of vehicles operating at lower speeds for access within residential, commercial and industrial areas.

Compatibility with Surrounding Property

The proposed zone change and Specific Use are compatible with the surrounding area and would 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 Low Density Residential land uses. While the requested C-2 zoning is not consistent with this designation, it is appropriate in this location along a major thoroughfare and has adequate buffering from the single family homes to the south (Comprehensive Plan Pg. 60). Therefore, this request is in moderate conformance with the Comprehensive Plan.

Conformance with Zoning Ordinance

The proposed zoning request and Specific Use are in conformance with the zoning ordinance. The R-2 district to the south provides a buffer for single-family homes farther south and west and the location is appropriate along a thoroughfare and a collector street.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses in the C-2 district, as well as the Specific Use for a self-storage facility, though additional infrastructure improvements may be necessary as the property is unplatted.

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 Response

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3016-D



Allowable Uses: [Local Retail District \(C-2\)](#)

[Specific Use District](#)

Transportation: The proposed development has points of access from 98th Street and Quincy Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
98 th Street, Principal Arterial	R.O.W. 50 feet, 3 lane, undivided, paved.	R.O.W. 110 feet, 7-lane, undivided, paved
Quincy Avenue, Collector, Future	Currently unpaved	R.O.W. 64 feet, 5 lane, undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.7 District 5

Case 3016-D: AMD Engineering, LLC for the Kelling Family Revocable Trust and Enrico & Teresita Aguas

Request for a zone change from Apartment-Medical District (AM), Transition District (T), and Garden Office District (GO) to Local Retail District (C-2) Specific Use for a self-storage facility, at:

- Generally located west of Quincy Avenue and south of 98th Street, on 7.36 acres of unplatted land out of Block AK, Section 22.

PLANNER SHANE SPENCER stated there were nineteen (19) notifications sent out and one (1) 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 WILL STEPHENS, AMD Engineering, 6515 68th Street stated there is an existing drainage channel on 98th Street. There will be fencing along the south and west property lines. The entrance will be from Quincy Avenue.

BOARD MEMBER JAMES BELL advised he is concerned that it is not in conformance with the Future Land Use Map.

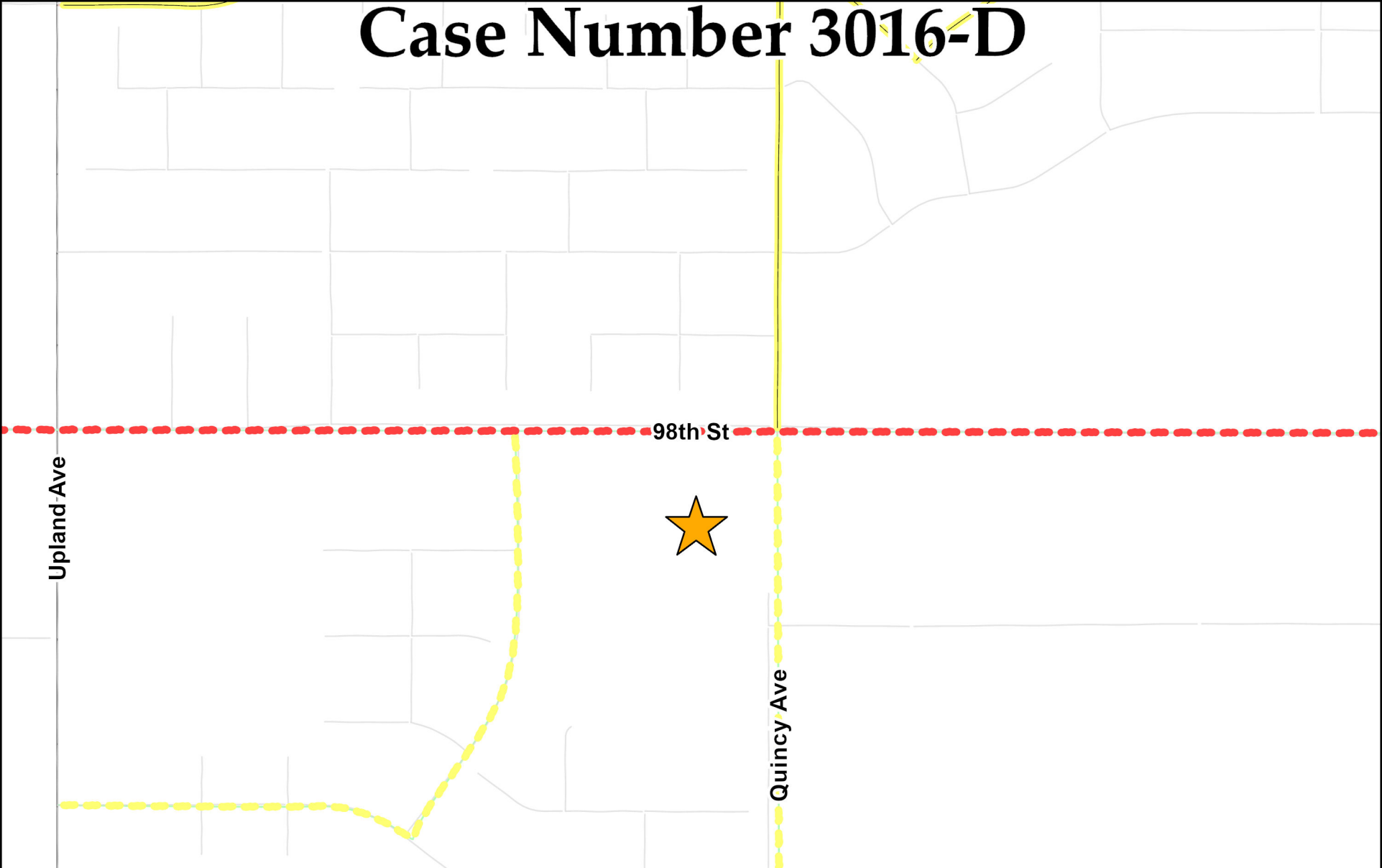
No one else spoke in favor or in opposition to the request.

Zone Case 3016-D

In the matter of **Zone Case 3016-D** a motion was made by **JAMES BELL** and seconded by **BRANDON HARDAWAY** to approve the request and the Commission members voted 6 (in favor) to 1 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

JAMES BELL cast the vote in opposition.

Case Number 3016-D



Collector

- Completed
- Partial
- Future

Minor Arterial

- Completed
- Partial
- Future

Modified Arterial

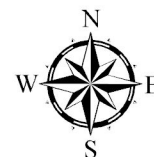
- Partial
- Future

Principal Arterial

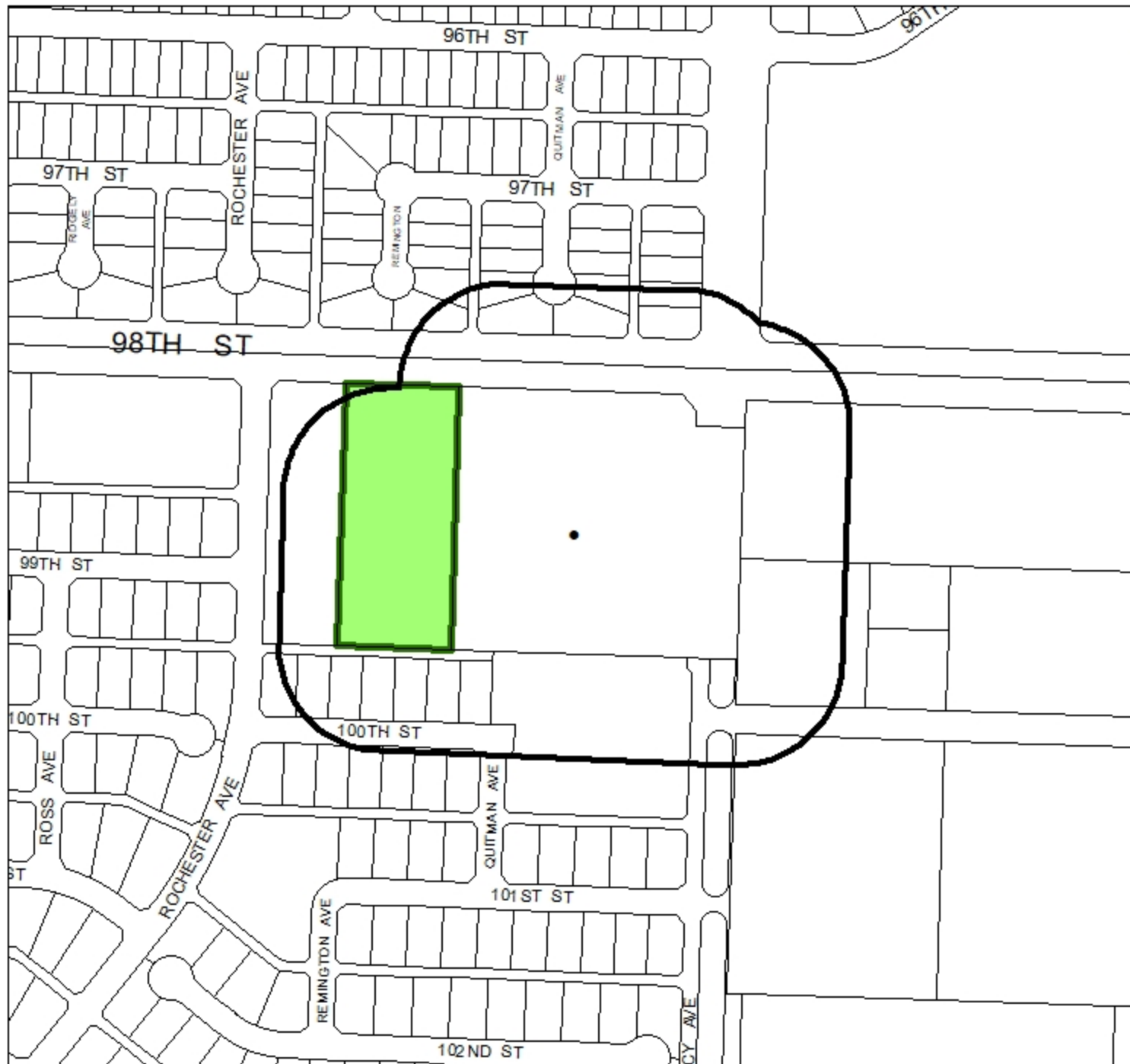
- Completed
- Partial
- Future

Freeway

- Completed
- Partial
- Proposed Outer Loop



PZC Mailout Notifications Received



Legend

• LocatorPnt3016_D

MailoutBuffer3016_D

Notification Result

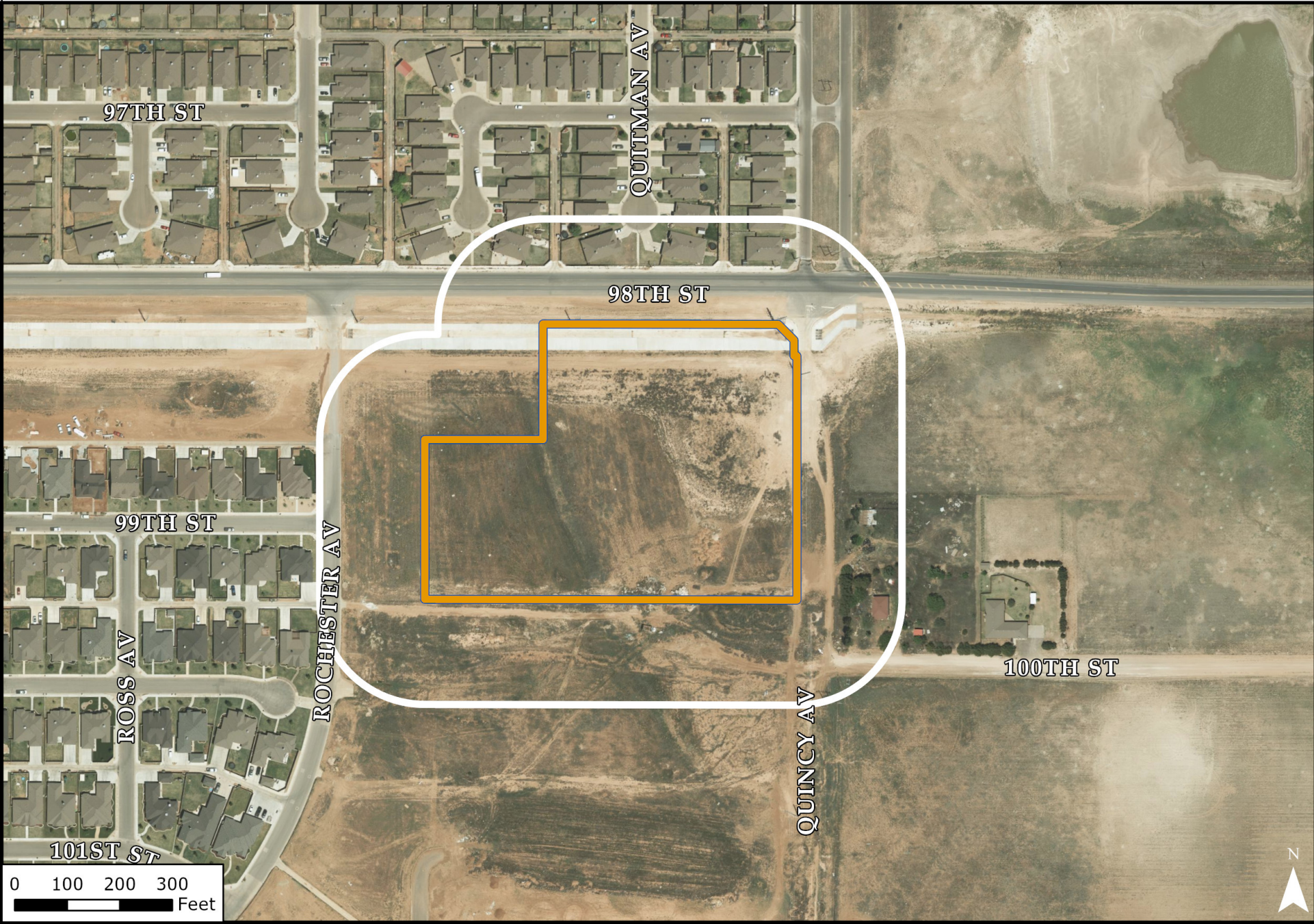
In Favor

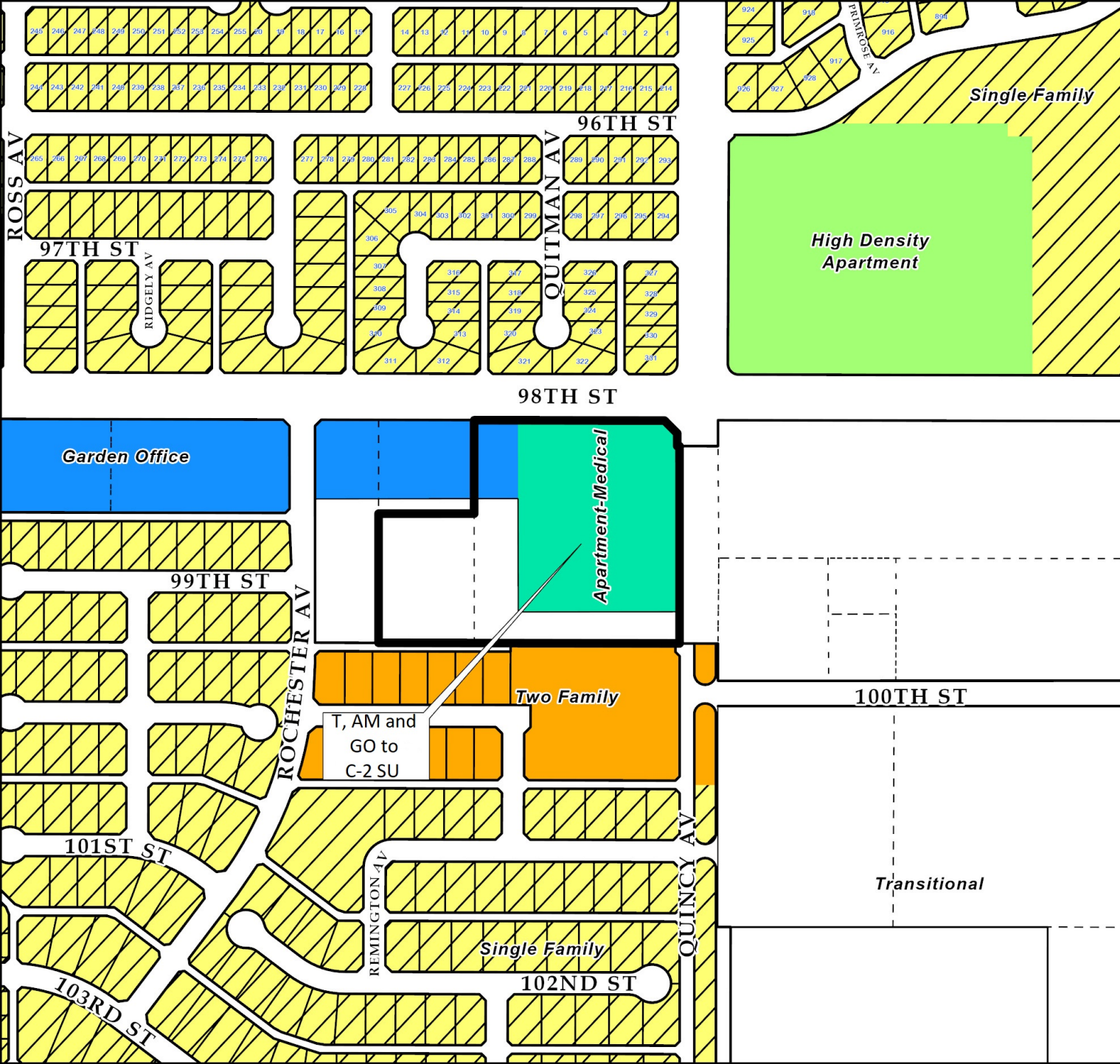
Opposed

Created by Planning Department
Date: 5/20/2022

0 180 360 720 Feet

Case Number 3016-D





Current Zoning

3016-D

Zoning Districts

- High Density Apartment
- Apartment-Medical
- Garden Office
- Single Family Specific Use
- Two Family
- Transitional



0 200 400 Feet

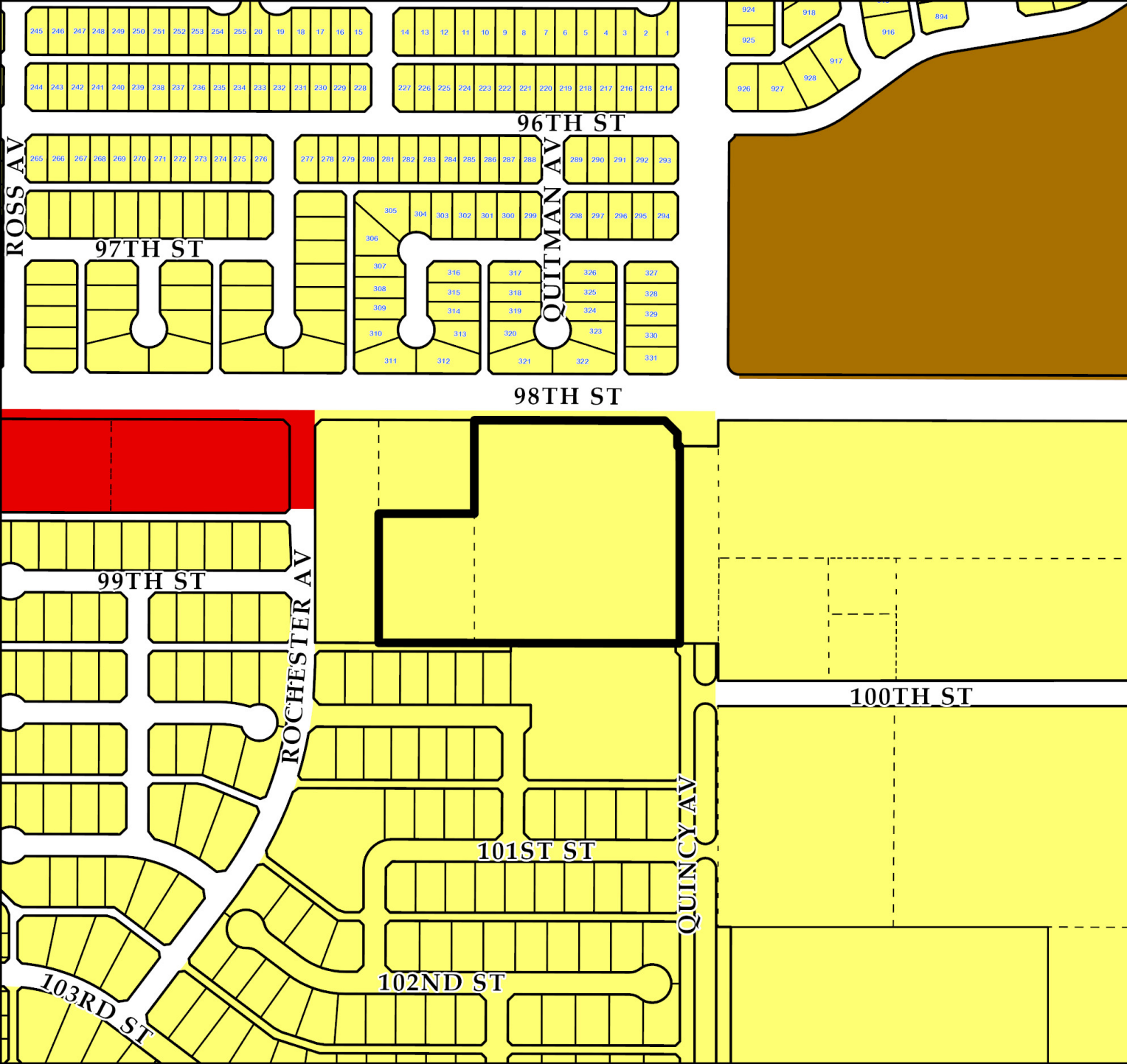
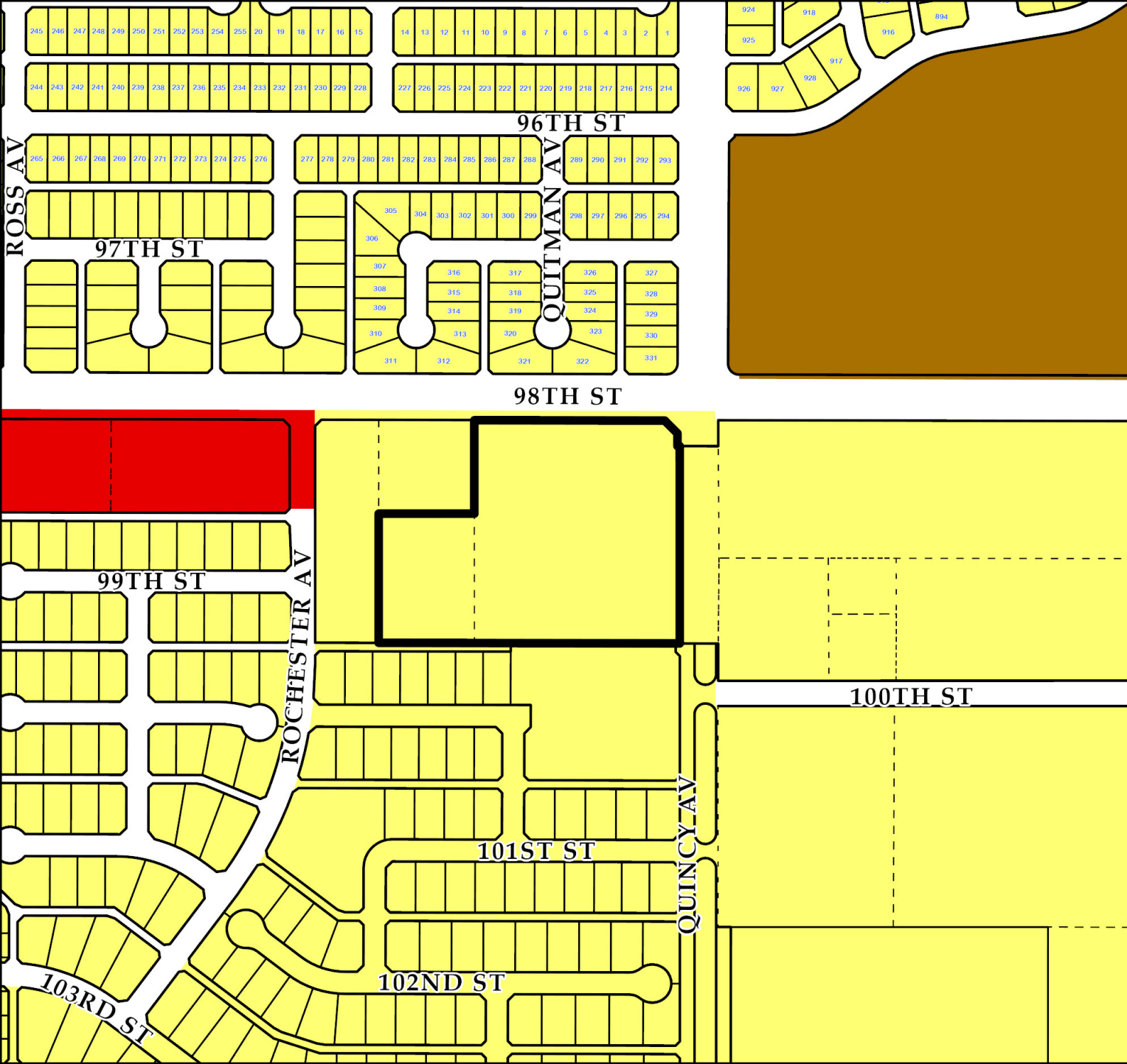


This map illustrates a residential neighborhood layout. The streets shown include Ross Av, 96th St, 97th St, 98th St, 99th St, 100th St, 101st St, 102nd St, 103rd St, Rochester Av, and Quincy Av. The map features numerous yellow-shaded lots, many of which are numbered. A large red-shaded area is located on the left side, between 98th St and 100th St. The map also shows a large brown-shaded area on the right side, between 96th St and 100th St. The street names are written in a stylized font, and the lot numbers are written in a smaller font. The map is oriented with North at the top.

This map illustrates a residential neighborhood layout with the following streets and features:

- Streets:**
 - North-South:** ROSS AV, QUITMAN AV, ROCHESTER AV, QUINCY AV.
 - East-West:** 96TH ST, 97TH ST, 98TH ST, 99TH ST, 100TH ST, 101ST ST, 102ND ST, 103RD ST.
- Lot Numbers:**
 - Along Ross Av:** 245-254 (top), 265-276 (middle), 305-312 (bottom).
 - Along Quitman Av:** 227-234 (top), 289-293 (middle), 326-331 (bottom).
 - Along Rochester Av:** 244-249 (top), 269-276 (middle), 309-312 (bottom).
 - Along Quincy Av:** 924-928 (top), 926-927 (middle), 916-917 (bottom).
- Highlighted Area:** A red-shaded rectangular area is located on the west side of 99th St, between Ross Av and Rochester Av.
- Other Features:** A large brown area is visible on the right side of the map, and a black-outlined area is present on the east side of 98th St.

-
- This map illustrates a residential neighborhood layout with the following streets and features:
- Streets:**
 - North-South:** ROSS AV, QUITMAN AV, ROCHESTER AV, QUINCY AV.
 - East-West:** 96TH ST, 97TH ST, 98TH ST, 99TH ST, 100TH ST, 101ST ST, 102ND ST, 103RD ST.
 - Lot Numbers:**
 - Along Ross Av:** 245-254 (top), 265-276 (middle), 305-312 (bottom).
 - Along Quitman Av:** 227-234 (top), 289-293 (middle), 326-331 (bottom).
 - Along Rochester Av:** 244-249 (top), 269-276 (middle), 309-312 (bottom).
 - Along Quincy Av:** 924-928 (top), 926-927 (middle), 916-917 (bottom).
 - Highlighted Area:** A red-shaded rectangular area is located on the west side of 99th St, between Ross Av and Rochester Av.
 - Other Features:** A large brown area is visible on the right side of the map, and a black-outlined area is present on the east side of 98th St.



3016-D



View to the north.



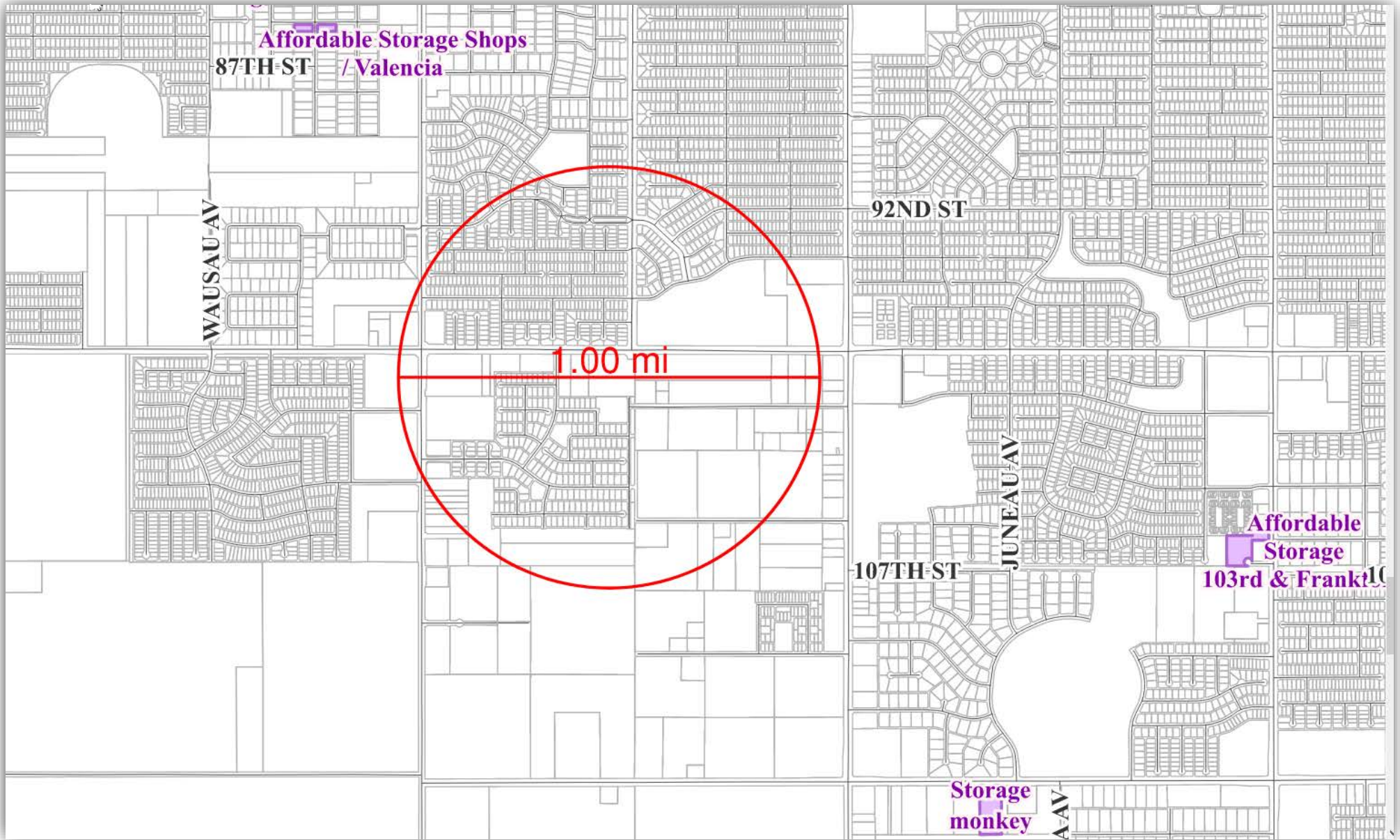
View to the east.



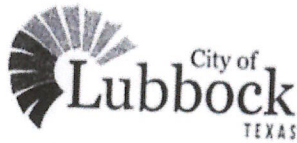
View to the south. Subject Property



View to the west.



Zone Case 3016-D Self-Storage Map



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 98th + Quincy
Lots/Tracts: _____
Survey & Abstract: NO
Metes and Bounds Attached: Yes ☐ No ☒ Total Acreage of Request: 6.78
Existing Land Use: RAW Existing Zoning: AM-GO
Requested Zoning: C2 Specific Use
If property is not subdivided, will a preliminary plat be submitted? Yes ☒ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering
Name: Will Stephens
Address: 6515 68th St Ste 300 City: Lubbock State: TX
ZIP Code: 79424 Telephone: 806-771-5976 Email: WStephens@AMDentl.com
Applicant's Signature: [Signature]
Date: 4/29/22 Printed Name: Will Stephens

Owner Information

Firm Name: _____
Owner: Enrico G. Agans et al Teresita A. Agans
Address: 3527 154th St City: Lubbock State: TX
ZIP Code: 79423 Telephone: 806-543-5168 Email: nick.agans@yahoo.com
Property Owner's Signature: [Signature]
Date: 4-28-22 Printed Name: Enrico G. + Teresita Agans

Preparer Information

Preparer's Signature: [Signature]
Date: 4-28-22 Printed Name: Danna Currey Barnes

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
Request for zoning change from: _____ To: _____
Lots: _____ Blocks: _____
Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 6905 98th
Lots/Tracts: BLK AK SEC 22 AB749TR6 OF W/2 AC: 2.7159
Survey & Abstract: Survey
Metes and Bounds Attached: Yes ☐ No ☒ Total Acreage of Request: 1.5752
Existing Land Use: RAW Land Existing Zoning: ~~A-1~~ - G0 - Transition
Requested Zoning: C2 Specific Use
If property is not subdivided, will a preliminary plat be submitted? Yes ☒ No ☐

Representative/Agent Information (If different from owner)

Firm Name: AME Engineering
Name: Will Stephens
Address: 6515 512nd ST S300 City: Lubbock State: TX
ZIP Code: 79424 Telephone: 806-771-5976 Email: WStephens@ameent.com
Applicant's Signature: Will Stephens
Date: 5/2/2022 Printed Name: Will Stephens

Owner Information

Firm Name: Kelling Family Revocable Trust
Owner: Robert R Kelling et ux Melinda A.
Address: 19303 N. New Tradition Rd #407 City: Sun City West State: Arizona
ZIP Code: 85375 Telephone: 623-687-8069 Email: Kellingmelinda@yahoo.com
Property Owner's Signature: Robert R. Kelling Melinda A. Kelling
Date: 4-28-22 Printed Name: Robert R Kelling + Melinda A Kelling

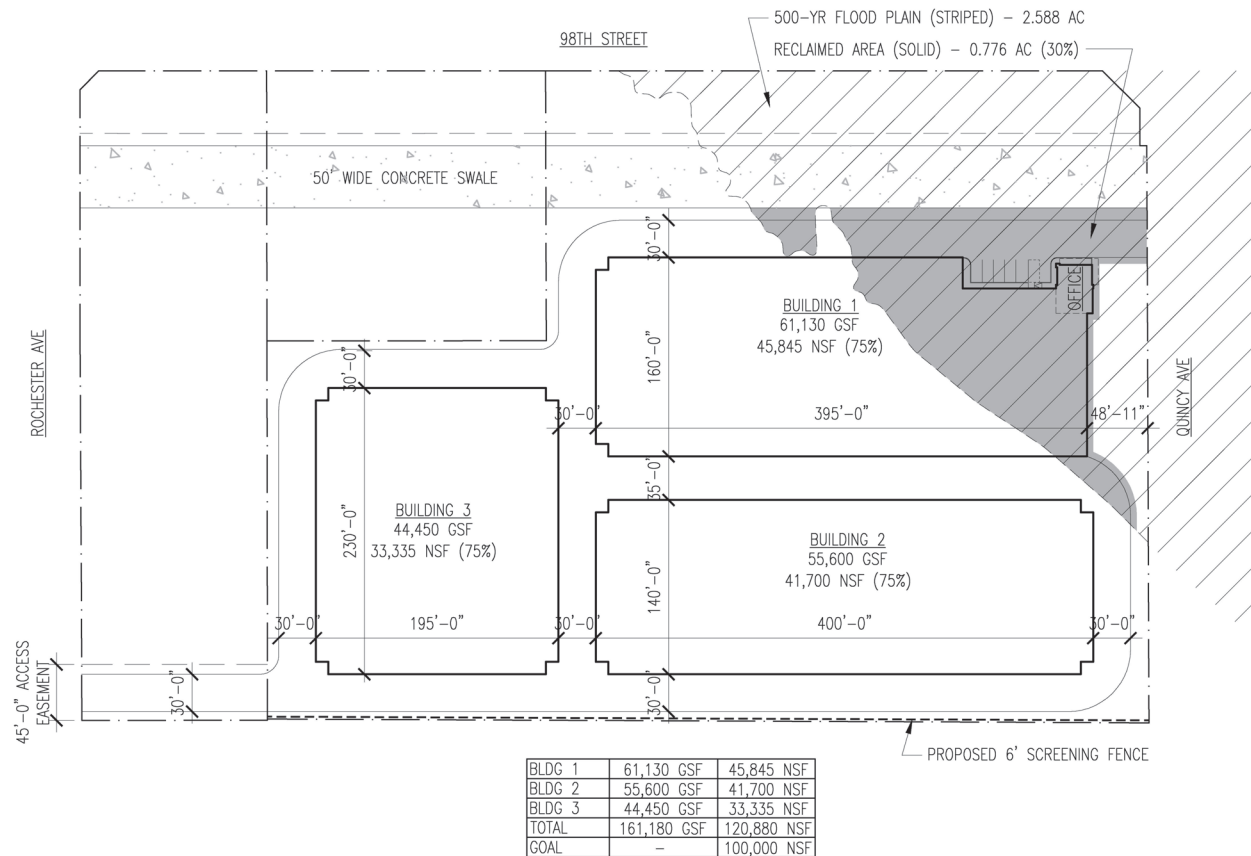
Preparer Information

Preparer's Signature: Donna Currier Barnes
Date: 4-28-22 Printed Name: DONNA Currier Barnes

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.



SITE PLAN

SCALE: 1" = 100'-0"



05.06.2022



JUST A CLOSET 98TH AND QUINCY

LUBBOCK, TX

THIS DOCUMENT IS NOT FOR REGULATORY
APPROVAL, PERMITTING, OR CONSTRUCTION.

JEFFREY S. DALLENBACH, AIA
TX REGISTRATION NO. 15128
CONCEPTUAL SITE PLAN HAS BEEN
DEVELOPED WITHOUT SURVEY, SETBACK,
EASEMENT, OR CIVIL ENGINEERING
INFORMATION.

DALLENBACH-COLE ARCHITECTURE

315 NINTH STREET - SUITE 1
SAN ANTONIO, TEXAS 78215
WWW.DALLENBACHCOLE.COM
P 210.493.2234

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.: **3016-D**

In Favor ☒

Opposed ☐

Reasons and/or Comments:

Print Name MELINDA KELLING

Signature: Melinda A. Kelling

Address: 19303 No. New Tradition Rd # 407, Sun City West AZ

Address of Property Owned: _____

Phone Number: 623-214-8584

Email: kellingmelinda@yahoo.com

Zone Case Number: **3016-D** R315092
KELLING FAMILY REVOCABLE TRUST
ROBERT R & MELINDA KELLING TRUSTEES
19303 N NEW TRADITION RD
APT 407
SUN CITY WEST AZ 85375-3861



Information

Agenda Item

Ordinance 2nd Reading - Planning (District 6): Consider Ordinance No. 2022-00100, for Zone Case 3289-A, a request of Betenbough Homes for Alcove Farms, for a Planned Development (PD) on property zoned General Retail District (C-3) and Single-Family District (R-1) with a Specific Use for Commercial Sustainable Farming at 7919, 7921, and 8101 4th Street, located south of 4th Street and west of Alcove Avenue, Alcove Farms Addition, Tracts A and B, and 65.5 acres of unplatted land out of Block D-6, Section 2.

Item Summary

On June 28, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on June 2, 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 3289-A

Staff Report 3289-A

Documentation 3289-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. 3289-A; A ZONING CHANGE FROM C-3 AND R-1 SPECIFIC USE FOR COMMERCIAL SUSTAINABLE FARMING TO PD ZONING DISTRICT AT 7919, 7921, AND 8101 4TH STREET, LOCATED SOUTH OF 4TH STREET AND WEST OF ALCOVE AVENUE, ALCOVE FARMS ADDITION, TRACTS A & B, AND 65.5 ACRES OF UNPLATTED LAND OUT OF BLOCK D-6, SECTION 2, 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. 3289-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-3 and R-1 Specific Use for Commercial Sustainable Farming** to **PD zoning district at 7919, 7921, and 8101 4th Street, located south of 4th Street and west of Alcove Avenue, Alcove Farms Addition, Tracts A & B, and 65.5 acres of unplatted land out of Block**

D-6, Section 2, 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, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3289-A
June 2, 2022

**AN 80.831 ACRE TRACT
IN THE NORTHWEST QUARTER OF
SECTION 1, BLOCK D-6, H. E. & W. T. RR. CO. SURVEY
LUBBOCK COUNTY, TEXAS**

AN 80.831 ACRE TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 1, BLOCK D-6, H. E. & W. T. RR. CO. SURVEY, LUBBOCK COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 42.78 ACRE TRACT OF LAND DESCRIBED AND RECORDED IN VOLUME 7536, PAGE 115, A PORTION OF THAT CERTAIN 10.16 ACRE TRACT OF LAND DESCRIBED AND RECORDED IN VOLUME 8826, PAGE 194 AND A PORTION OF THAT CERTAIN 40.64 ACRE TRACT OF LAND DESCRIBED AND RECORDED IN VOLUME 10275, PAGE 332 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, SAID 80.831 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID SECTION 1 FOR THE NORTHWEST CORNER OF THIS TRACT AND THE SOUTHWEST CORNER OF A 12.595 ACRE TRACT OF LAND (TRACT "A" FOR PURPOSES OF THIS DESCRIPTION) SURVEYED THE SAME DATE HERewith, WHENCE A RAILROAD SPIKE FOUND IN THE CENTERLINE OF F. M. HIGHWAY 2255 AND ALCOVE AVENUE AT THE NORTHWEST CORNER OF SAID SECTION 1 BEARS N. 00° 13' 23" W. A DISTANCE OF 353.66 FEET;

THENCE DUE EAST A DISTANCE OF 1547.06 FEET TO A POINT IN THE WEST LINE OF SAID 40.64 ACRE TRACT AT THE SOUTHEAST CORNER OF SAID TRACT "A" FOR THE NORTHEAST CORNER OF THIS TRACT, WHENCE A RAILROAD SPIKE FOUND AT THE NORTHEAST CORNER OF SAID 40.64 ACRE TRACT BEARS N. 00° 15' 40" W. A DISTANCE OF 355.70 FEET;

THENCE S. 00° 15' 40" E., ALONG THE EAST LINE OF SAID 40.64 ACRE, A DISTANCE OF 2273.05 FEET TO A 1/2" IRON ROD WITH A CAP FOUND AT THE SOUTHEAST CORNER OF SAID 40.64 ACRE TRACT FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE S. 89° 52' 00" W., AT A DISTANCE OF 459.01 FEET PASS A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF A 23.51 ACRE TRACT OF LAND DESCRIBED AND RECORDED IN VOLUME 9897, PAGE 248 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, SAME BEING THE NORTHEAST CORNER OF A 14 ACRE TRACT OF LAND DESCRIBED AND RECORDED IN VOLUME 9604, PAGE 142 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, CONTINUING AT A DISTANCE OF 674.04 FEET PASS A 1" IRON PIPE WITH A CAP FOUND AT THE SOUTHEAST CORNER OF SAID 10.16 ACRE TRACT, CONTINUING AT A DISTANCE OF 1547.05 FEET PASS A 60d NAIL FOUND IN PAVEMENT, CONTINUING FOR A TOTAL DISTANCE OF 1548.57 FEET TO A 1/2" IRON ROD WITH A CAP SET AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 1 FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 00° 13' 23" W. A DISTANCE OF 2276.65 FEET TO THE **POINT OF BEGINNING**. BEARINGS OF THIS SURVEY ARE RELATIVE TO GEODETIC NORTH AS DETERMINED BY GPS OBSERVATIONS. DISTANCES ARE SURFACE.

**METES AND BOUNDS DESCRIPTION FOR
ALCOVE FARMS,
TRACTS "A"- "C",
AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS**

The plat limits for Alcove Farms, Tract "A" through "C" , an addition to the City of Lubbock, Lubbock County, Texas, located in the northeast quarter (NE/4) of Section 2, Block D6, H. E. & W. T. RR. Co. Survey, Abstract No. 758, Lubbock County, Texas, said tracts conveyed to Alcove Farms, LLC, described in a Warranty Deeds recorded in County Clerk's File Numbers 2016044891 and 2017019754 of the Official Public Records of Lubbock County, Texas, said tracts contain 79.439 acres of land being further described by metes and bounds as follows:

BEGINNING at the northeast corner of said Section 2 having coordinates of Northing: 7,279,02.68 and Easting: 905,382.95 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 01° 40' 46" W., along the east line of said Section 2, a distance of 1309.53 feet to a point in the centerline of Alcove Avenue and the southeast corner of these metes and bounds;

THENCE N. 88° 15' 06" W. a distance of 2638.66 feet to a point for the southwest corner of these metes and bounds;

THENCE N. 01° 40' 14" E. a distance of 1313.17 feet to a point in the centerline of F.M. Highway 2255 and the northwest corner of these metes and bounds;

THENCE S. 88° 10' 21" E. a distance of 2638.87 feet to the **POINT OF BEGINNING**. Bearings and coordinates are relative to the Texas Coordinate System of 1983 (2011), Texas North Central Zone, as calculated from a point of origin located at Northing: 7,279,379.90 and Easting: 904,898.61 with a convergence angle of -01° 54' 19" and a combined scale factor of 0.99976214. Distances are at surface, in U.S. Survey feet.

**A 12.595 ACRE TRACT
IN THE NORTHWEST QUARTER OF
SECTION 1, BLOCK D-6, H. E. & W. T. RR. CO. SURVEY
LUBBOCK COUNTY, TEXAS**

A 12.595 ACRE TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 1, BLOCK D-6, H. E. & W. T. RR. CO. SURVEY, LUBBOCK COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 42.78 ACRE TRACT OF LAND DESCRIBED AND RECORDED IN VOLUME 7536, PAGE 115, A PORTION OF THAT CERTAIN 10.16 ACRE TRACT OF LAND DESCRIBED AND RECORDED IN VOLUME 8826, PAGE 194 AND A PORTION OF THAT CERTAIN 40.64 ACRE TRACT OF LAND DESCRIBED AND RECORDED IN VOLUME 10275, PAGE 332 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, SAID 12.595 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A RAILROAD SPIKE FOUND IN THE CENTERLINE OF F. M. HIGHWAY 2255 AND ALCOVE AVENUE AT THE NORTHWEST CORNER OF SAID SECTION 1 FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE N. 89° 55' 27" E., ALONG SAID CENTERLINE OF F. M. HIGHWAY 2255 AND THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 1546.82 FEET TO A RAILROAD SPIKE FOUND AT THE NORTHEAST CORNER OF SAID 40.64 ACRE FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 00° 15' 40" E., ALONG THE EAST LINE OF SAID 40.64 ACRE, A DISTANCE OF 355.70 FEET TO A 1/2" IRON ROD WITH A CAP SET AT THE NORTHEAST CORNER OF A 80.831 ACRE TRACT OF LAND (TRACT "B" FOR PURPOSES OF THIS DESCRIPTION) SURVEYED THE SAME DATE HERewith FOR THE SOUTHEAST CORNER OF THIS TRACT, WHENCE A 1/2" IRON ROD WITH A CAP FOUND AT THE SOUTHEAST CORNER OF SAID 40.64 ACRE TRACT BEARS S. 00° 15' 40" E. A DISTANCE OF 2273.05 FEET;

THENCE DUE WEST A DISTANCE OF 1547.06 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 1 AT THE NORTHWEST CORNER OF SAID TRACT "B" FOR THE SOUTHWEST CORNER OF THIS TRACT, WHENCE A 1/2" IRON ROD WITH A CAP SET AT THE SOUTHWEST CORNER OF SAID TRACT "B" AND THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 1 BEARS S. 00° 13' 23" E. A DISTANCE OF 2276.65 FEET;

THENCE N. 00° 13' 23" W. A DISTANCE OF 353.66 FEET TO THE **POINT OF BEGINNING**. BEARINGS OF THIS SURVEY ARE RELATIVE TO GEODETIC NORTH AS DETERMINED BY GPS OBSERVATIONS. DISTANCES ARE SURFACE.

Staff Report		Zone Case 3289-A
City Council Meeting		June 28, 2022

Applicant Betenbough Homes

Property Owner Alcove Farms

Council District 6

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- September 27, 1984, Ordinance No. 8660: This property was annexed into city limits and zoned Transition District (T).
- October 10, 1985, Zone Case 2538, Ordinance No. 8827: This property was rezoned from T to Single-Family District (R-1).
- September 8, 2016, Zone Case 3289, Ordinance No. 2016-00129: This property was rezoned from R-1 to R-1 and General Retail District (C-3) with a Specific Use for Commercial Sustainable Farming.
- June 2, 2022, Zone Case 3289-A: The Planning and Zoning Commission recommended approval of a Planned Development (PD) on property zoned Single-Family District (R-1) and General Retail District (C-3) with a Specific Use for Commercial Sustainable Farming by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 17
- Received In Favor: 0
- Received In Opposition: 1

Site Conditions and History

A portion of the property was platted as Alcove Farms, Tracts A and B in 2017 and 2022 respectively. The remaining 65.5 acres are unplatted and located in Block D-6, Section 2. A farm accessory building was constructed in 2017 and the remainder of the property consists of farm land.

Adjacent Property Development

This property is surrounded by single-family residences and vacant land zoned R-1 and R-1 Specific Use for Commercial Sustainable Farming.

Zoning Request and Analysis

Item Summary

The subject property is located at 7919, 7921, and 8101 4th Street, south of 4th Street and west of Alcove Avenue. The applicant is requesting a Planned Development (PD) to increase the number of animals and structures on the property, as detailed in the documentation submitted with the request.

Current zoning: Single-Family District (R-1) and General Retail District (C-3) Specific Use for Commercial Sustainable Farming

Requested zoning: Planned Development (PD)

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 current C-3 zoning is “to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered.”

The intent of the current Specific Use District 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 intent of the Planned Development District (PD) is “to provide a zoning regulatory process that encourages planning and design, resulting in plans for particular sites that fulfill the goals and objectives of the Comprehensive Plan while allowing for development that could not normally be achieved under conventional zoning regulations.”

Traffic Network/Infrastructure Impacts

The property is located south of 4th Street and west of Alcove Avenue, both of which are designated as Principal Arterials 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 Planned Development is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Zoning Ordinance

The proposed Planned Development 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 Planned Development and may require additional public improvements to support the intensity of the proposed uses, since a large portion of the property is currently unplatted.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Notification Map
- D. Aerial Map
- E. Zoning Map
- F. Photos
- G. Application and Supporting Documentation
- H. Notification Response

Staff Contacts

Aslyn Henry
Planner
Planning Department
806-775-2021
ahenry@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3289-A



Allowable Uses: [Planned Development District \(PD\)](#)

Transportation: The proposed development has points of access from 4th Street and Alcove Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
4 th Street <i>Principal Arterial (Modified)</i>	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
Alcove Avenue <i>Principal Arterial (Modified)</i>	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.10 District 6

Case 3289-A: Betenbough Homes for Alcove Farms

Request for a Planned Development (PD) on property zoned General Retail District (C-3) and Single-Family District (R-1) with a Specific Use for Commercial Sustainable Farming at:

- 7919, 7921, and 8101 4th Street, located south of 4th Street and west of Alcove Avenue, Alcove Farms Addition, Tracts A & B, and 65.5 acres of unplatted land out of Block D-6, Section

PLANNING DIRECTOR KRISTEN SAGER stated there were seventeen (17) notifications sent out. There has been one (1) returned in favor and one (1) opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT KERRY RICHIE 6101 87th Street stated he is on the Board of Directors for Betenbough Homes and is the President of Alcove Farms. The farm is for regenerative farming, which started in 2016. Regenerative farming is a process that helps to improve the soil by having chickens and cattle move the dirt and reproduce in the area. This process allows for natural production. In 2019 they partnered with Texas Tech to do a soil analysis and found that the eighty acres on the west side of Alcove already has an increase of microbes in the soil.

FAVOR MORRIS LOCKNANE 7902 4th Street advised he lives directly across the street from Alcove Farms and has lived there for over 28 years. The farm is a great neighbor and he would love to see them be able to grow.

No one spoke in opposition to the request.

In the matter of **Zone Case 3289-A** a motion was made by **SUSAN TOMLINSON** and seconded by **JAMES BELL** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 3289-A




FM 2255






CR 1440

CR 1500


Collector

-  Completed
-  Partial
-  Future

Minor Arterial

-  Completed
-  Partial
-  Future




Modified Arterial

-  Partial
-  Future

Principal Arterial

-  Completed
-  Partial
-  Future

Freeway

-  Completed
-  Partial
-  Proposed Outer Loop



PZC Mailout Notifications Received



Legend

◆ LocatorPnt3289_A

MailoutBuffer3289_A

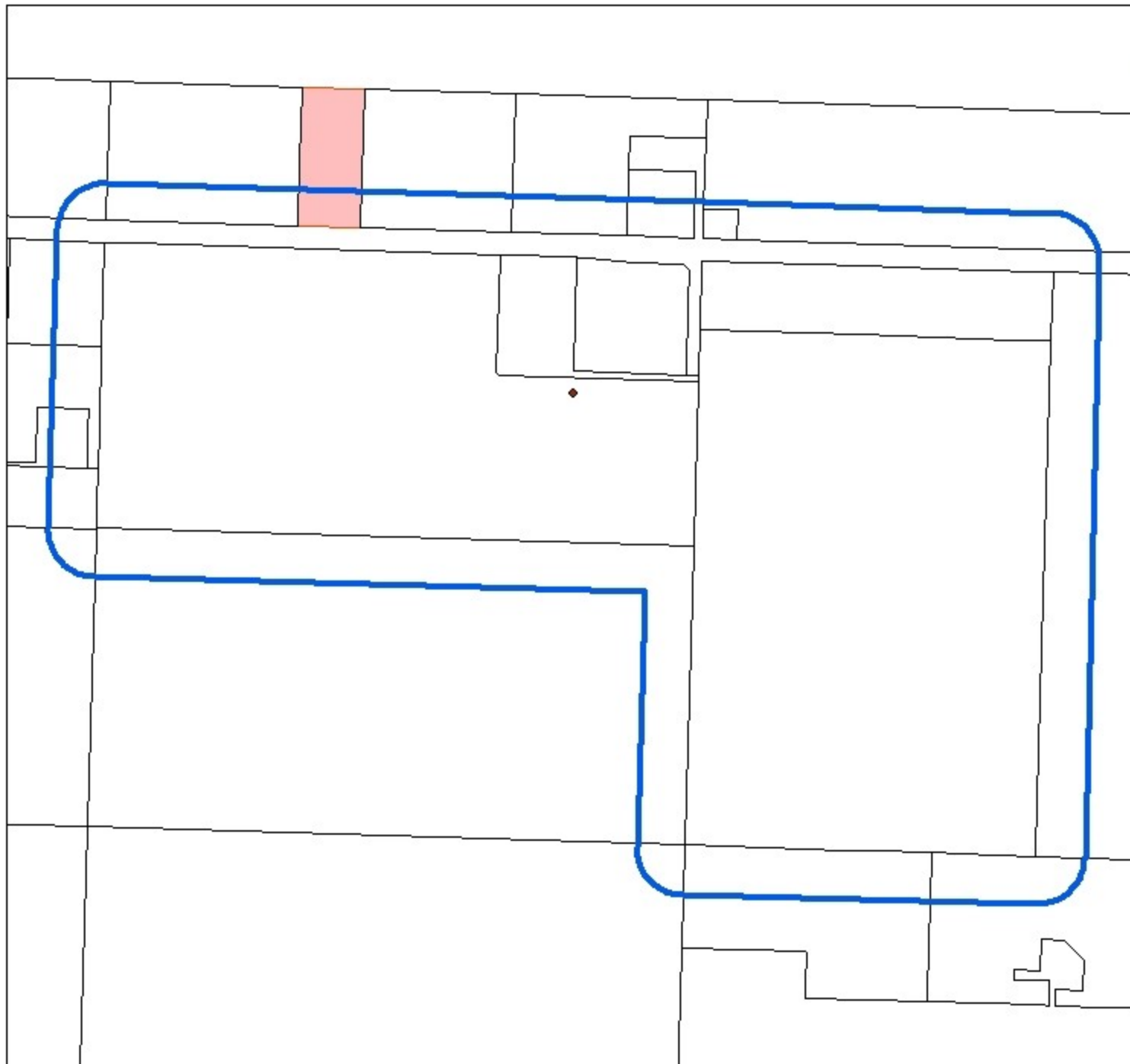
<all other values>

Notification Result

In Favor

No Feedback

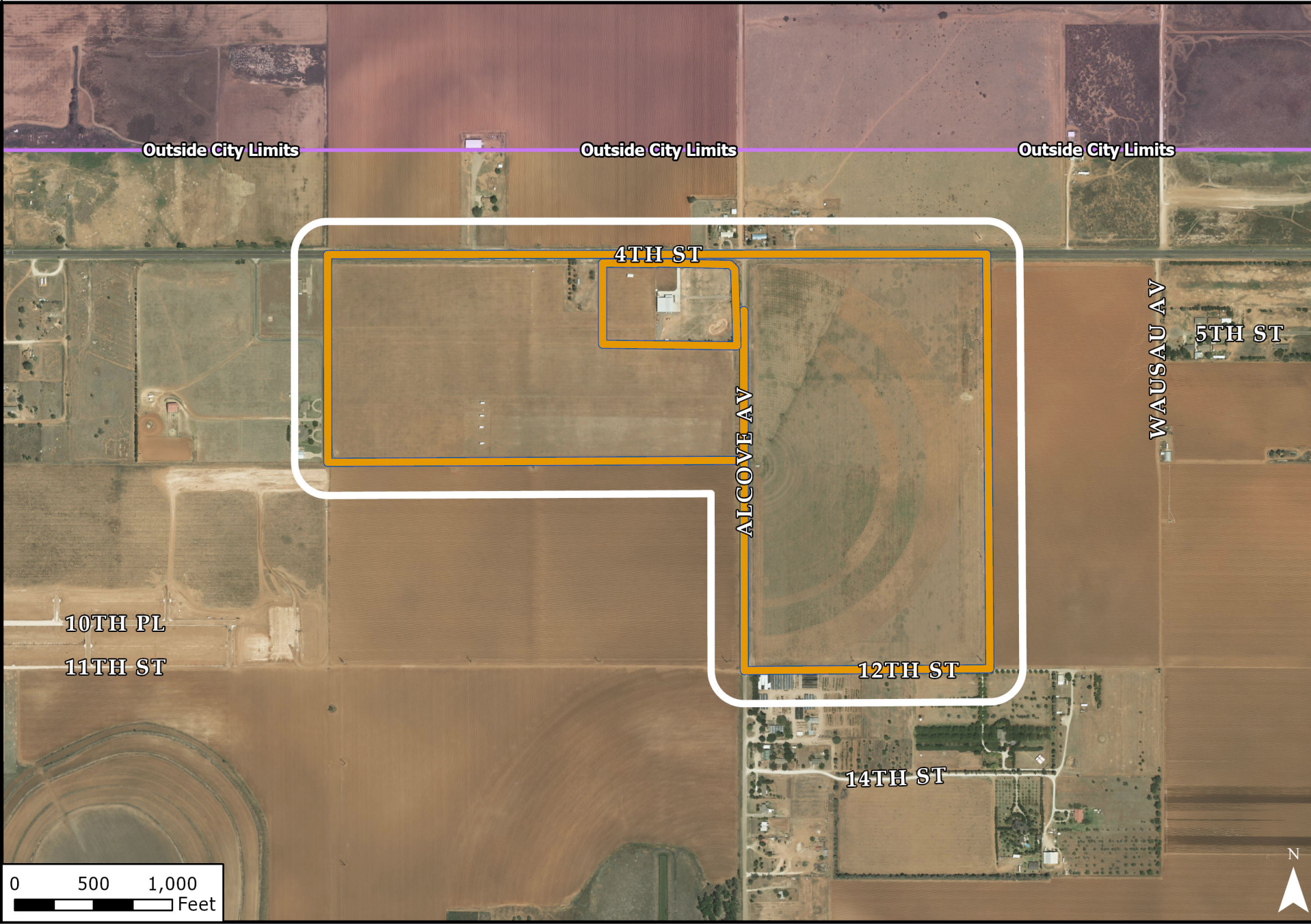
Opposed



0 387.5 775 1,550 Feet

Created by Planning Department
Date: 6/13/2022









Case Number 3289-A

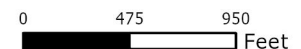
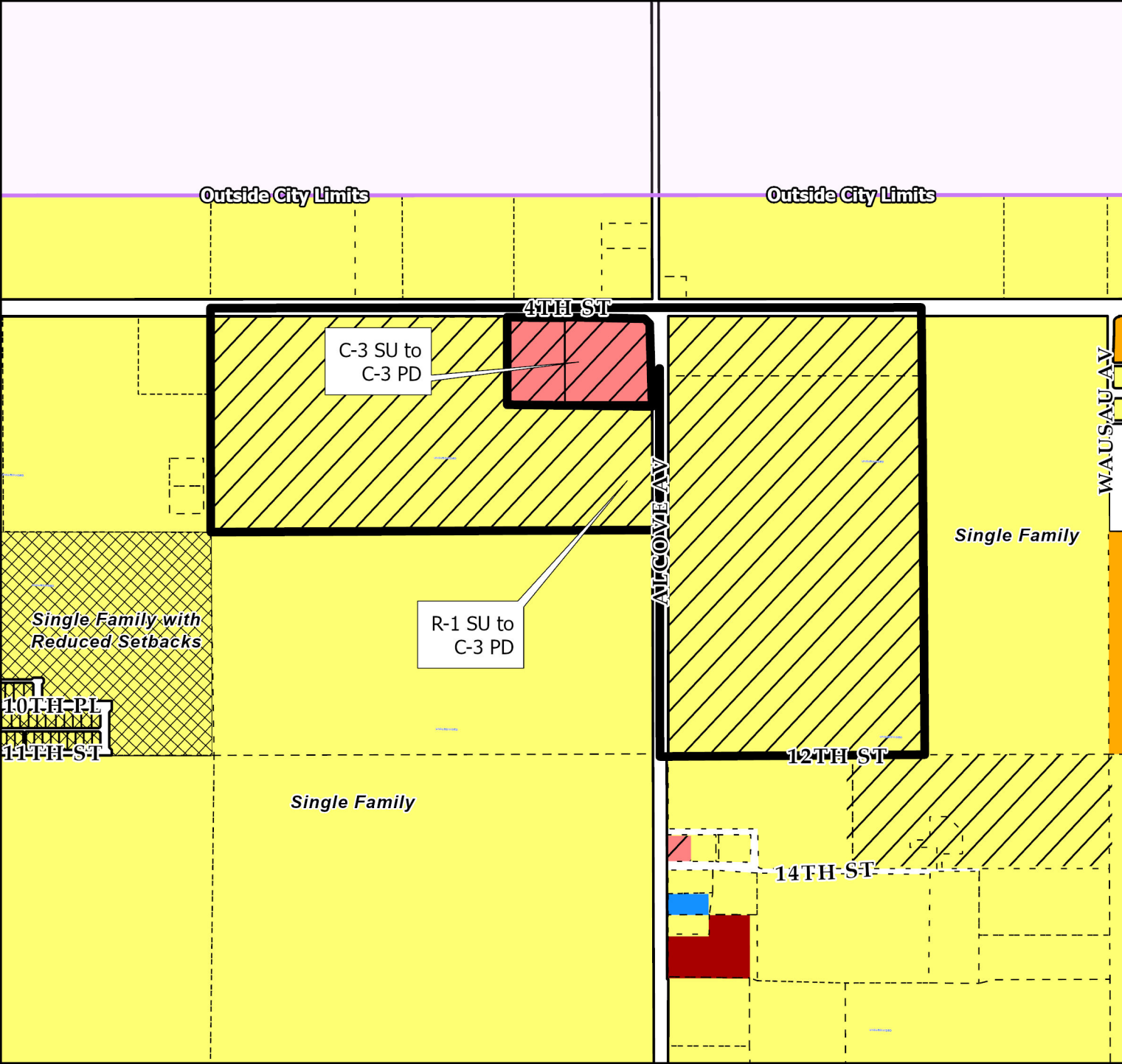


Current Zoning

3289-A

Zoning Districts

-  General Retail Specific Use
-  Commercial
-  Garden Office
-  Single Family
-  Single Family Specific Use
-  Single Family with Reduced Setbacks
-  Two Family
-  Transitional





View North.



View East.



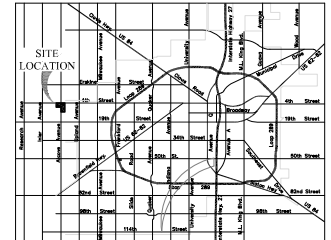
View South.



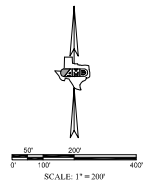
View West.

3289-A

SITE PLAN
ALCOVE FARMS,
AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS



VICINITY MAP
NOT TO SCALE



See Attachments:

- 1) Zone Change Application
(Planned Development - PD)
- 2) Request Letter
(Describing Requested Structures & Animals)
- 2) Concept Plan
(Showing Footprint of Structure Location)



AMD Engineering, LLC
6015 68th Street, Suite 300
Lubbock, TX 79424

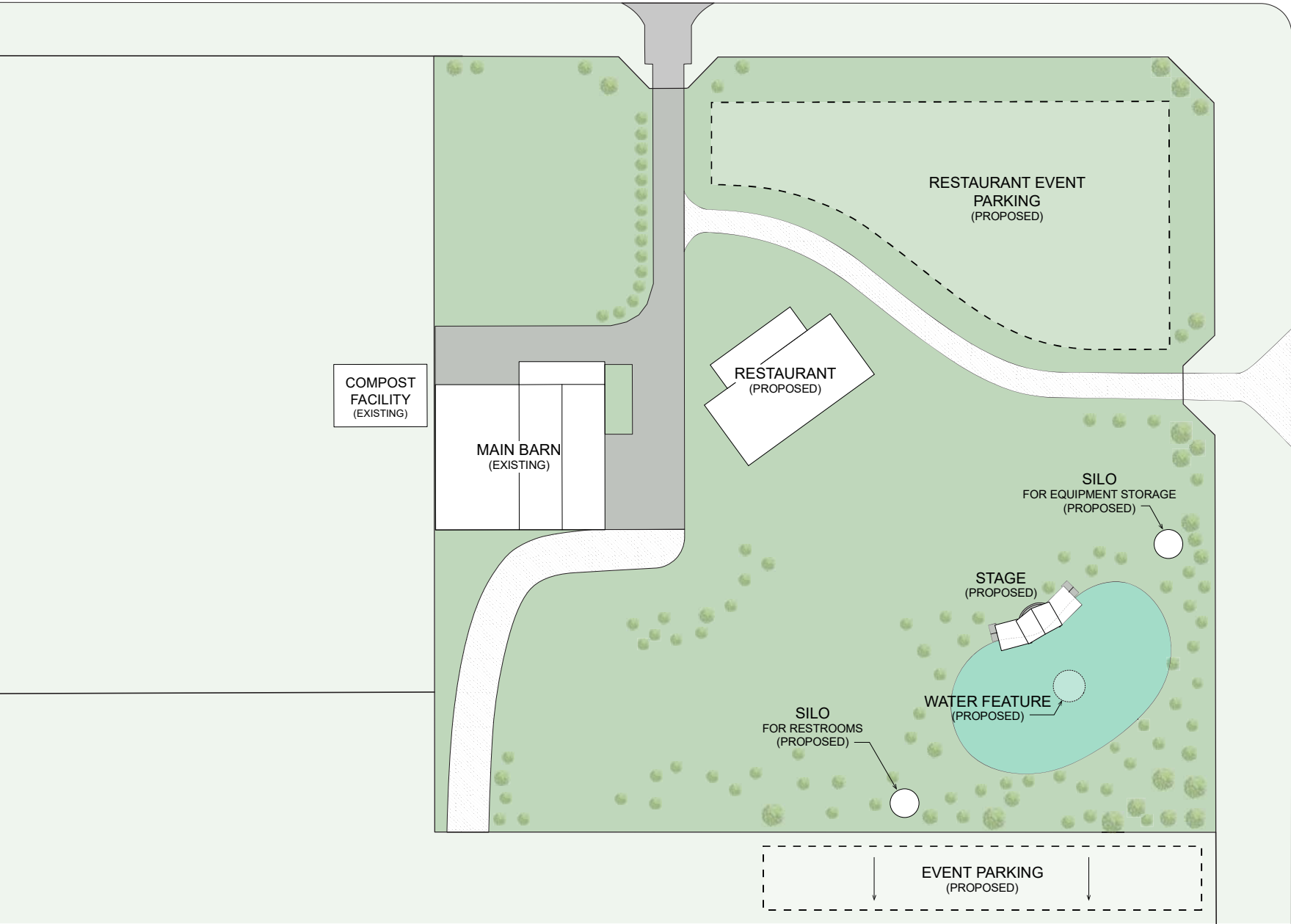
CIVIL ENGINEERING
LAND SURVEYING
Phone: 806-714-6516
Fax: 806-714-6515
TBPELS Reg. # 10178500


Accuracy • Efficiency • Integrity
PROPERTY OWNER: BETENBAUGH HOMES, LLC
ADDRESS: 6355 82ND STREET, LUBBOCK, TEXAS 79424
PHONE: 806-757-6664
JOB NUMBER: 210679

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ALCOVE FARMS CONCEPT PLAN

4TH STREET
F.M. 225



1/64" = 1'-0" 



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 7919 4th Street (4th & Alcove)
Lots/Tracts: 80.831 Acre Tract, Alcove Farms Tracts "A" - "C", 12.595 Acre Tract (See Attached Descriptions)
Survey & Abstract: See Attached Site Plan & Concept Plan
Metes and Bounds Attached: Yes ☒ No ☐ Total Acreage of Request: 172.865
Existing Land Use: Agricultural Existing Zoning: C3 & R1 specific use
Requested Zoning: PD (Planned Development)
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☒

Representative/Agent Information (if different from owner)

Firm Name: ~~N/A~~ Bedenbough Homes
Name: Ronnie Wallace
Address: 6305 82nd Street City: Lubbock State: TX
ZIP Code: 79424 Telephone: 806-412-6611 Email: ronnie@bedenbough.com
Applicant's Signature: [Signature]
Date: 4.20.22 Printed Name: Ronnie Wallace

Owner Information

Firm Name: Alcove Farms
Owner: Alcove Farms
Address: 7919 4th Street City: Lubbock State: TX
ZIP Code: 79424 Telephone: 806-773-8661 Email: amosg@alcovefarms.com
Property Owner's Signature: [Signature]
Date: 4.20.22 Printed Name: Amos Green

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.



Amos Green, Farm Manager, Alcove Farms
7919 4th Street
Lubbock, Texas 79416

April 28th, 2022

Planning and Zoning Commission
City of Lubbock
1314 Avenue K
Lubbock, Texas 79401

Dear Commission Members,

Our operations at Alcove Farms (located at 4th Street and Alcove Avenue) have been very successful and well received. Demand for our eggs and frozen chicken has grown significantly over the last few years. Interest in Alcove Farms is very high, with residents throughout the city asking if they can tour the farm, so they can see where their food is grown. We are truly blessed to have the support of the Lubbock community.

We are requesting a **Zone Change Request from C-3 Specific Use and R-1 Specific Use for commercial sustainable farming to Planned Development (PD)** because we would like to potentially add structures and animals in the future. The current ordinance allows the structures/animals listed below. We would like these structures/animals to continue to be allowed in our new request. (We want to continue to have all permitted uses in the C-3 & R-1 zoning categories, as well as the conditions stated below, in the new PD request.)

Ordinance 2016-O0129 states:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. That the property be tied to the proposed site plan and floor plans (Exhibit B) for the commercial corner, limited to: a restaurant with the ability to allow events, meat market, general retail, chicken processing (entirely inside a building), grain silo, composting facility, and the pole barn (as illustrated on the site plan and floor plan).
2. That the agricultural area (see metes and bounds in Exhibit A) shall be limited to regenerative agriculture operations which shall be defined by :
 - a. Rotation of animals in ¼ - 5 acre paddocks, animals shall be rotated regularly in order to encourage regrowth of plants and grass,
 - b. Limited to 20 chickens per acre (including roosters),
 - c. Limited to 2 cows (or one cow and calve pair) per acre,
 - d. Limited to 4 sheep and/or goats per acre (male goats prohibited),
3. That permanent fencing shall be required which is adequate to secure all livestock on the property, with a four rail pipe fence surrounding the commercial corner.



In addition, we'd like to request the following changes/additions:

- 1) Event stage – for community involvement.
- 2) Standard barn type structures for housing animals and supplies.
- 3) Parking lot to accommodate events and restaurant.
- 4) Pond with fish – for entertainment, visual aesthetics, and possible future supply of fish for restaurant.
- 5) Change of 20 chickens per acre (including roosters) to 40 chickens per acre (including roosters) – to help accommodate the egg demand in Lubbock.
- 6) 20 Quail, ducks per acre – To supply fresh meat and eggs to Lubbock.
- 7) 20 Geese, turkey, rabbits per acre – To supply fresh meat to Lubbock.
- 8) 2 Donkey/Mule, llamas per acre – to protect livestock from predators.
- 9) 1 Beehive per acre – to pollenate the farm.
- 10) 2 Bison per acre – to assist in rotational grazing, visual aesthetics, meat production.
- 11) 2 Emu, Peacock, or other birds – for visual aesthetics.
- 12) 2 Swine per acre – to assist in rotational grazing efforts and provide fresh meat to Lubbock.

We're very excited about the future of Alcove Farms and appreciate your consideration of this request.

Sincerely,

Amos Green
Farm Manager, Alcove Farms

Enclosures: Site Plan, Concept Plan

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.: **3289-A**

In Favor ☐

Opposed ☒

Reasons and/or Comments:

I do not feel like we need type ^{THIS} OF Bussiness in the City limits of Lubbock. From what I understand the Pond is Already on the Property as well as numerous chickens probaly more than Allowed so why are they Asking premissio for something that HAS ALREADY BEEN DONE. I DO NOT WANT A RESTAURANT AND CHICKEN PROSSESING DONE ACROSS THE STREET FROM MY HOUSE.

Print Name

Donald Neel

Signature:

Donald Neel

Address:

8116 4th

Address of Property Owned:

8116 4th

Phone Number:

806-438-8644

Email:

dneel357@gmail.com

Zone Case Number: **3289-A**
NEEL, DONALD & DONNA K A
8116 4TH ST

R157682

Recipient 12 of 17

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the Appointments Advisory Board, Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Citizens Traffic Commission, Civic Lubbock, Inc. Board of Directors, Lubbock Water Advisory Commission, Permit and License Appeal Board, StarCare Board of Trustees, Veterans Advisory Committee, and the Zoning Board of Adjustment.

Item Summary

Consider appointments to the Appointments Advisory Board, Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Citizens Traffic Commission, Civic Lubbock, Inc. Board of Directors, Lubbock Water Advisory Commission, Permit and License Appeal Board, StarCare Board of Trustees, Veterans Advisory Committee, and the Zoning Board of Adjustment.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

No file(s) attached.

Information

Agenda Item

Resolution - City Council: Consider a resolution appointing the City of Lubbock's representative to the Hope Center Steering Committee to represent the City in all matters related to the future construction and operations of the Hope Center.

Item Summary

StarCare shall be responsible for the construction of a 10,000 square foot (approximate) service site to be adjoined with the existing service location known as Sunrise Canyon in which behavioral crisis services will be delivered to help people who are experiencing mental health distress receive appropriate specialty healthcare, thereby avoiding emergency rooms, jails, and inpatient hospitals, as appropriate. The center will be open to all Lubbock residents regardless of income or insurance status. The center will screen anyone who presents at the center in mental health crisis with the goal of linking the individuals to the most appropriate level of care. Although the goal is to assist everyone, receipt of some services may be limited based on diagnosis and specific program eligibility requirements. The Subrecipient shall move existing crisis mental health services into the new facility to include:

- 1) 24/7 walk-in psychiatric crisis services;
- 2) 24/7 law enforcement/emergency services drop-off;
- 3) 23-hour Extended Observation Unit;
- 4) Drop in services for adults with complex mental health challenges;
- 5) Group therapy;
- 6) Psychosocial rehabilitation;
- 7) Targeted case management; and
- 8) Access to walk-in psychiatric consultation.

The parties will work to establish a steering committee through a separate interlocal agreement by December 1, 2022 to recommend policies, improve coordination of, and support the operation of the center. The intention of the parties is that the steering committee will make recommendations about the operation and priorities of services to be provided in the center. The intentions of the parties is that the steering committee agreement will be developed by members of the West Texas Mental Health Collaborative (WTMHC). Each member organization of WTMHC will be offered one (1) position on the steering committee. StarCare shall work with the steering committee and other vested community organizations to braid existing funding, secure additional funding and, to the extent they are willing, coordinate with existing providers to expand services to include:

- 1) Onsite medical clearance;
- 2) Onsite primary care;
- 3) Medication management;
- 4) An array of substance disorder services; and
- 5) Discharge planning to coordinate access to housing, social services, and treatment post-discharge, utilizing case manager and peer support.

Fiscal Impact

No Fiscal Impact associated with this action.

Staff/Board Recommending

City Council

Attachments

Hope Center Resolution

RESOLUTION

WHEREAS, on May 10, 2022 the City Council of the City of Lubbock approved Resolution No. 2022-R0234 for an American Rescue Plan Act (ARPA) grant funding agreement (the "Agreement") with StarCare Specialty Health System ("StarCare") in order to fund the construction of a facility to provide behavior health crisis services to the public; and

WHEREAS, as part of the Agreement the City of Lubbock (the "City") and StarCare agreed that a steering committee be formed, comprised of each member organization of the West Texas Mental Health Collaborative ("WTMHC"), to make recommendations about the operations and priorities of services to be provided at the facility, The HOPE Center for Health & Wellbeing; and

WHEREAS, the City is a member organization of WTMHC; and **NOW THEREFORE**:

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

THAT, the City Council of the City of Lubbock hereby nominates and names _____ as the City of Lubbock representative on the steering committee for the HOPE Center for Health & Wellbeing to represent the City in all matters regarding the future construction and operation of the HOPE Center for Health & Wellbeing.

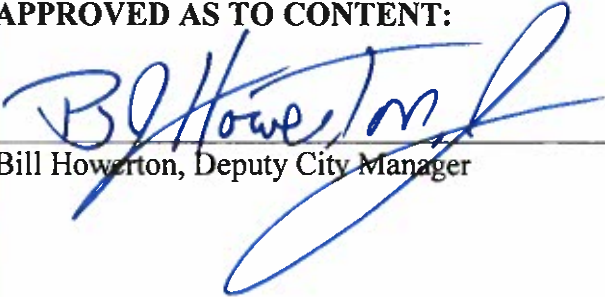
Passed by the City Council on _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Kelli Leisure", is written over a horizontal line.

Kelli Leisure, Assistant City Attorney

ccdocs/RES. StarCare steering committee
6.24.22

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2022-00101, for Zone Case 3382-A, a request of Betenbough Homes for 87 Street Partners, for a zone change from General Retail District (C-3) to Two-Family District (R-2), at 9902 Upland Avenue, located west of Upland Avenue and south of 98th Street, on 7.14 acres of unplatted land out of Block AK, Section 23.

Item Summary

On June 28, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on June 2, 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 3382-A
Staff Report 3382-A
Documentation 3382-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. 3382-A; A ZONING CHANGE FROM C-3 TO R-2 ZONING DISTRICT AT 9902 UPLAND AVENUE, LOCATED WEST OF UPLAND AVENUE AND SOUTH OF 98TH STREET, ON 7.14 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 23, 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. 3382-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-3** to **R-2** zoning district at **9902 Upland Avenue, located west of Upland Avenue and south of 98th Street, on 7.14 acres of unplatted land out of Block AK, Section 23**, 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, Director of Planning

APPROVED AS TO FORM:


Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3382-A
June 2, 2022



**METES AND BOUNDS FOR
A 7.140 ACRE TRACT,
LOCATED IN SECTION 23, BLOCK AK,
H.E. & W.T. RR. CO. SURVEY, ABSTRACT NO. 263,
LUBBOCK COUNTY, TEXAS**

(Sheet 1 of 2)

Metes and Bounds description for a 7.140 acre tract of land located in the northeast quarter of Section 23, Block AK, H.E. & W.T. RR. Co. Survey, Abstract No. 263, being a portion of that certain 10.000 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2009045344 of the Official Public Records of Lubbock County, Texas, said metes and bounds contain 7.140 acres of land being further described as follows:

BEGINNING at a point in the south right-of-way line of 98th Street, previously dedicated according to the map, plat and/or dedication deed thereof recorded in County Clerk's Plat and Dedication Number 2020002630 of the Official Public Records of Lubbock County, Texas, for the northwest corner of these tract, having coordinates of Northing: 7,248,044.86 and Easting: 908,939.95 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a railroad spike found at the northeast corner of said Section 23 bears N. 01° 10' 06" E. a distance of 55.00 feet and S. 88° 10' 06" E. a distance of 707.16 feet, said section corner having coordinates of Northing: 7,248,077.22 and Easting: 909,648.34 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 88° 10' 06" E., along the south right-of-way line of said 98th Street, a distance of 202.40 feet to a point of intersection for a corner of this tract;

THENCE S. 85° 18' 21" E. a distance of 99.72 feet to the most northerly northeast corner of this tract;

THENCE S. 01° 50' 27" W. a distance of 389.96 feet to a point of intersection for a corner of this tract;

THENCE S. 43° 31' 42" E. a distance of 21.08 feet to a point of intersection for a corner of this tract;

THENCE S. 88° 53' 52" E. a distance of 325.18 feet to a point of intersection for a corner of this tract;

THENCE N. 46° 26' 58" E. a distance of 14.24 feet to a point of intersection for a corner of this tract;

THENCE S. 88° 09' 33" E. a distance of 55.00 to a point in the east line of said Section 23 for the most easterly northeast corner of this tract;

THENCE S. 01° 50' 27" W., along the east line of said Section 23, a distance of 263.53 feet to the southeast corner of this tract;

THENCE N. 88° 09' 33" W. a distance of 55.00 feet to a point of intersection for a corner of this tract;



AMD Engineering

THENCE S. $46^{\circ} 50' 10''$ W. a distance of 21.22 feet to a point in the north right-of-way line of 100th Street, previously dedicated according to the map, plat and/or dedication deed thereof recorded in County Clerk's Plat and Dedication Number 2020002630 of the Official Public Records of Lubbock County, Texas, for a corner of this tract;

THENCE N. $88^{\circ} 10' 06''$ W., along the north right-of-way line of said 100th Street, a distance of 627.16 feet to a point of intersection for a corner of this tract;

THENCE N. $43^{\circ} 09' 50''$ W. a distance of 14.14 feet to a point in the west line of an alley, previously dedicated in the map/plat and/or dedication deed thereof recorded in County Clerk's File Number 2019003962 of the Official Public Records of Lubbock County, Texas, for a corner of this tract;

THENCE N. $01^{\circ} 50' 27''$ E. a distance of 664.00 feet to the **POINT OF BEGINNING**. Bearings are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

This description prepared for zoning purposes only, with information from previous surveys and does not represent a survey as made upon the ground.

Staff Report		Zone Case 3382-A
City Council Meeting		June 28, 2022

Applicant Betenbough Homes

Property Owner 87 Street Partners

Council District 5

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- January 13, 1999, Ordinance No.10117: This property was annexed into city limits and zoned Transition District (T).
- July 9, 2019, Zone Case 3382, Ordinance No. 2019-00080: This property was rezoned from T to General Retail District (C-3).
- June 2, 2022, Zone Case 3382-A: The Planning and Zoning Commission recommended approval of a zone change from General Retail District (C-3) to Two-Family District (R-2) by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 25
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

This property consists of 7.14 acres of unplatted land out of Block AK, Section 23. It has remained vacant since annexation.

Adjacent Property Development

This property is adjacent to single-family residences zoned Single-Family District (R-1) to the west. To the north is a South Plains Electric Coop substation zoned C-3 and a single-family home and commercial building zoned T. To the east is vacant land zoned C-3 and High-Density Apartment District (A-2). To the south is Frenship School, Upland Heights Elementary, zoned T.

Zoning Request and Analysis

Item Summary

The subject property is located at 9902 Upland Avenue, west of Upland Avenue and South of 98th Street. The applicant is requesting a zone change from General Retail District (C-3) to Two-Family District (R-2).

Current zoning: General Retail District (C-3)

Requested zoning: Two-Family District (R-2)

Intent Statements

The intent of the current C-3 zoning is “...to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered.”

The intent of the proposed Two-Family District is “...to promote stable, quality residential development of slightly increased densities and multiple occupancy. This district may include entire neighborhoods or when used in accordance with the intent of the comprehensive plan, may provide a “buffer” district between low-density and high-density or non-residential districts.”

Traffic Network/Infrastructure Impacts

The property is located west of Upland Avenue and south of 98th Street, both of which are designated as Principal Arterials by the Master Thoroughfare Plan, 2018. Arterials are designed to serve high volume needs of local traffic and regional traffic.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates the subject property for commercial uses. While the request for R-2 zoning is not consistent with this designation, it is appropriate in this location, due to the proximity to existing residential uses.

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

Cassie Bermea
Planner
Planning Department
806-775-2021
cassiebermea@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3382-A



Allowable Uses: [Two-Family District \(R-2\)](#)

Transportation: The proposed development has points of access from Upland Avenue, 98th Street, and 100th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Upland Avenue <i>Principal Arterial (Modified)</i>	R.O.W. 80 feet, three-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved
98 th Street <i>Principal Arterial (Future)</i>	R.O.W. 33 feet, two-lane, undivided, unpaved	R.O.W. 110 feet, seven-lane, undivided, paved
100 th Street <i>Local Street</i>	R.O.W. 60 feet, two-lane, undivided, paved	R.O.W. 60 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

5.8 District 5

Case 3382-A: Betenbough Homes for 87 Street Partners

Request for zone change from General Retail District (C-3) to Two-Family District (R-2) at:

- 9902 Upland Avenue, located west of Upland Avenue and south of 98th Street, on 7.14 acres of unplatted land out of Block AK, Section 23.

PLANNER CASSIE BERMEA stated there were twenty-five (25) 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 RONNIE WALLACE 10513 Valencia Avenue, with Betenbough Homes, representing 87 Street Partners, advised they have done several small community projects with a mix of duplexes and cottage homes, all over the city.

BOARD MEMBER JAMES BELL asked if a property management company would manage the units. Mr. Wallace stated the investors are looking for a company to manage the properties and added the only

Zone Case 3382-A

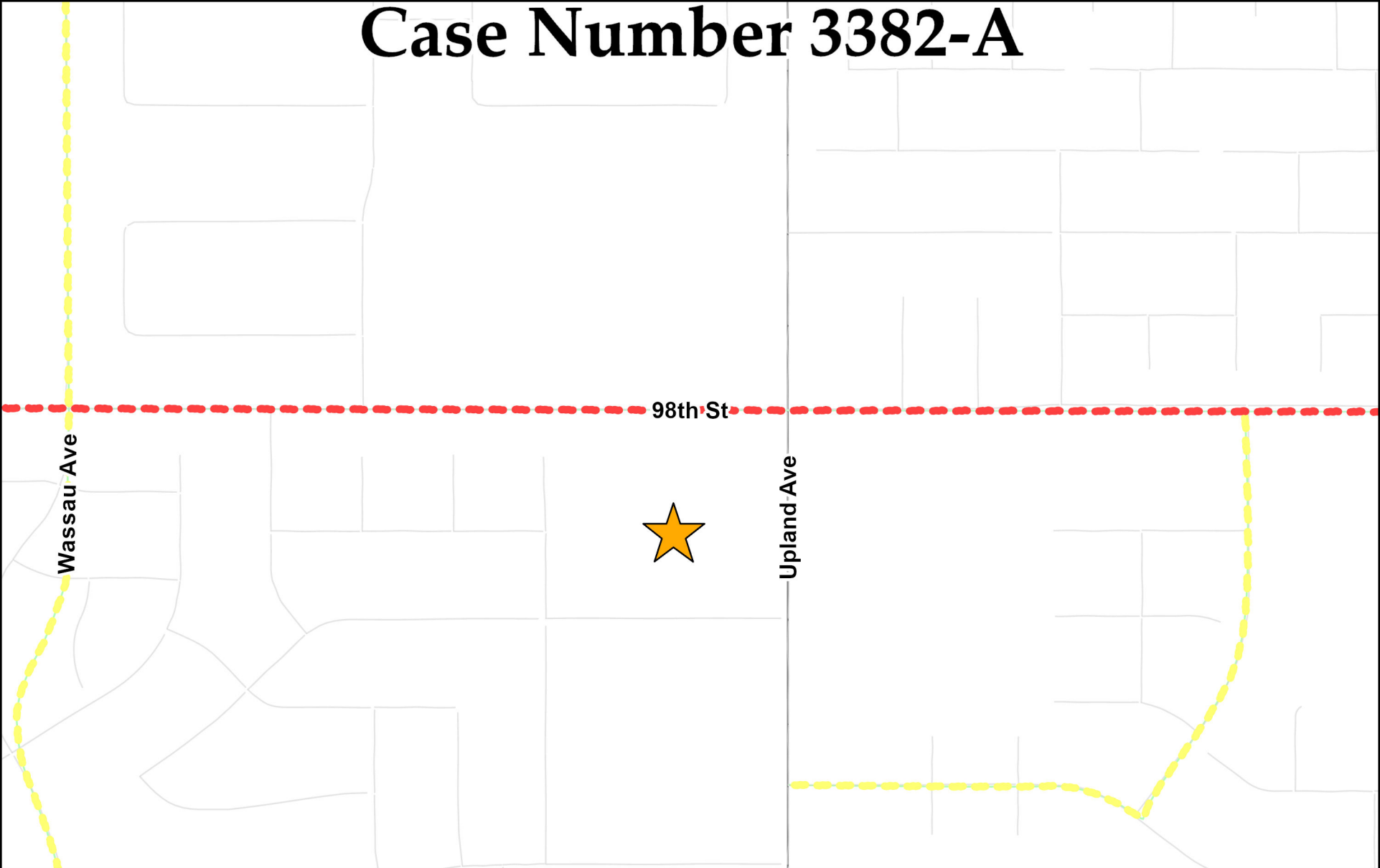
access to this area is from 100th Street, but they are working with the Engineering Department to remedy that.

BOARD MEMBER BRADON HARDAWAY asked if the rear of the properties would face the school. Mr. Wallace stated they would. Mr. Hardaway also asked if there will be alley access for 99th Street. Mr. Wallace stated that is something they are working on.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3382-A** a motion was made by **JAMES BELL** and seconded by **AVIRAJ PATEL** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) to approve the motion.

Case Number 3382-A



Collector

- Completed
- Partial
- Future

Minor Arterial

- Completed
- Partial
- Future

Modified Arterial

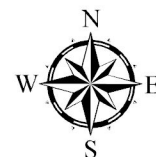
- Partial
- Future

Principal Arterial

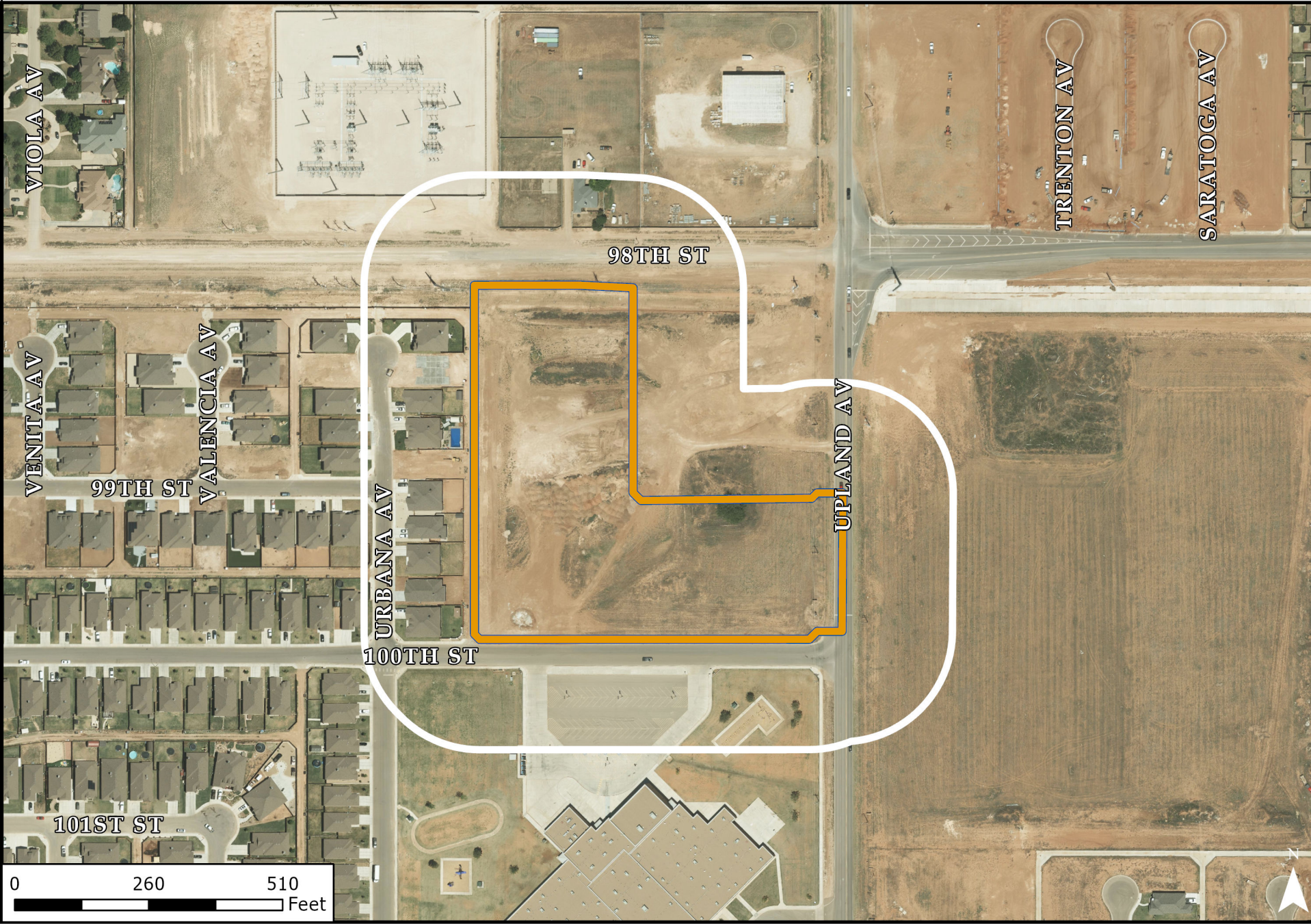
- Completed
- Partial
- Future

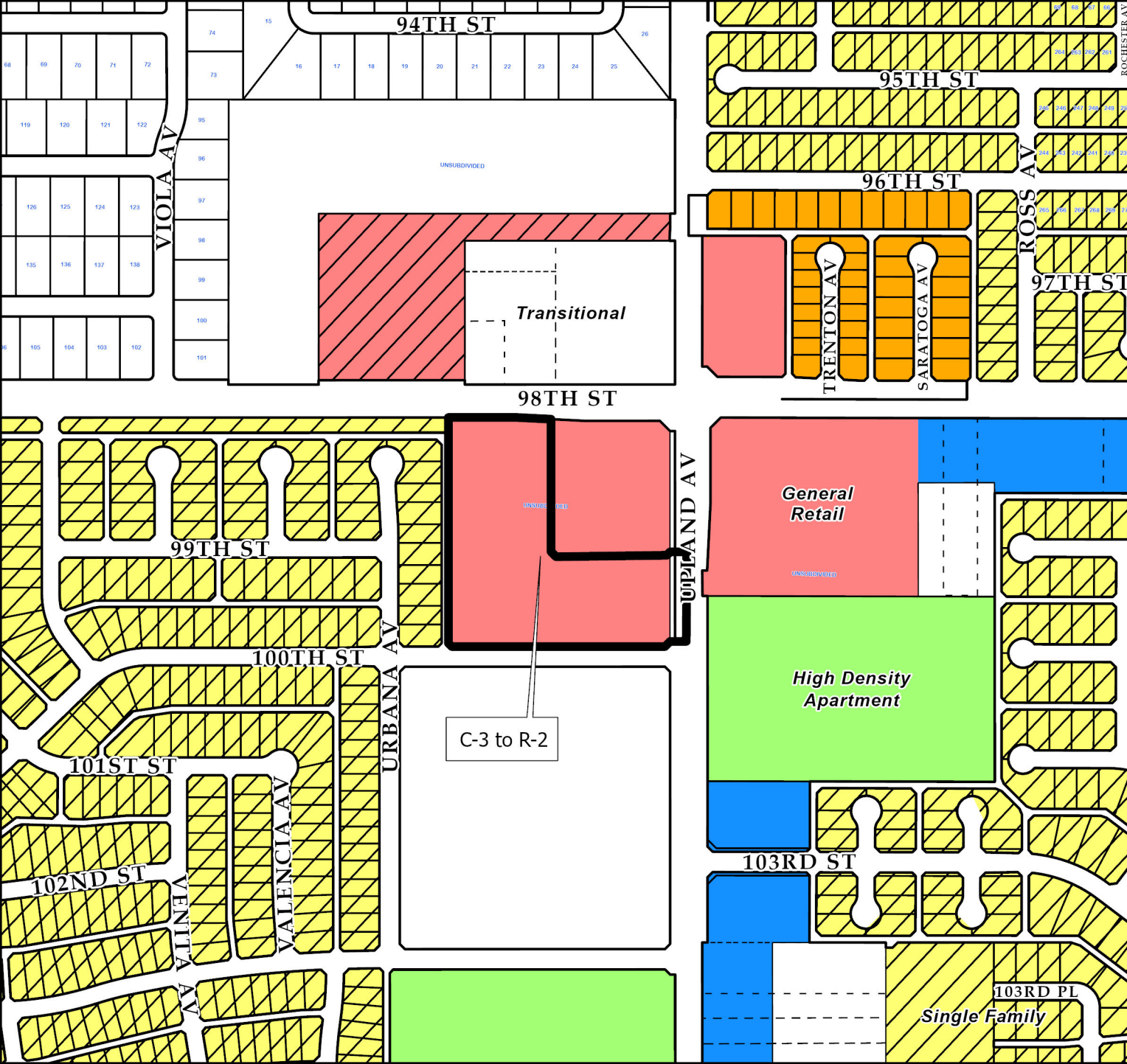
Freeway

- Completed
- Partial
- Proposed Outer Loop










Case Number 3382-A





Current Zoning

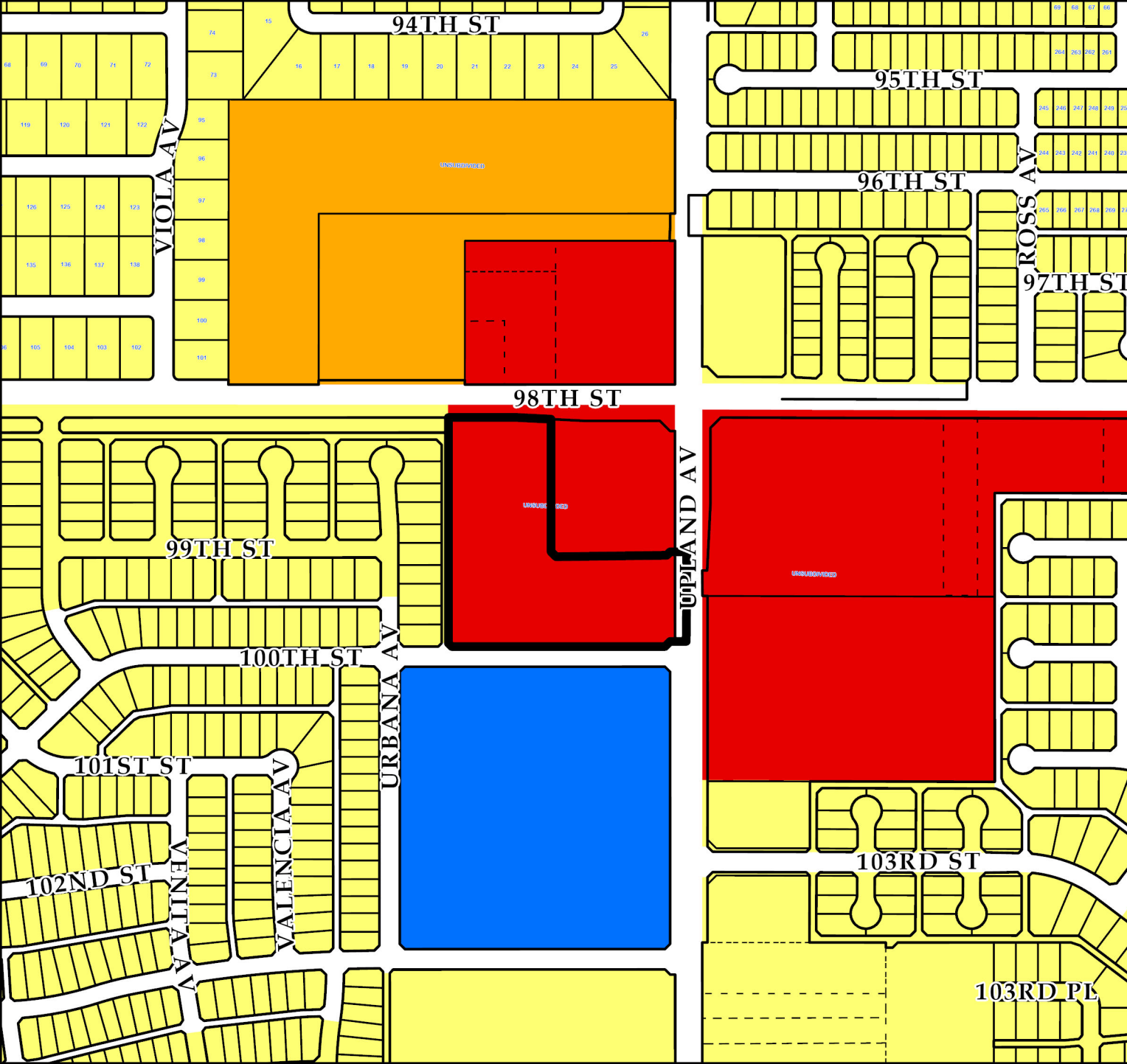
3382-A Zoning Districts

-  High Density Apartment
-  General Retail
-  General Retail Specific Use
-  Garden Office
-  Single Family Specific Use
-  Two Family
-  Transitional



0 240 480
Feet





Future Land Use Plan Case 3382-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



0 240 480 Feet





North View



East View.



South View.



West View.

3382-A

SECTION

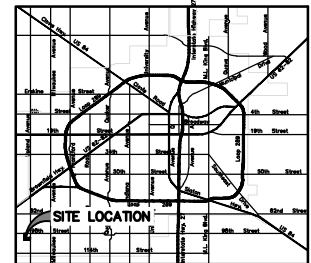
(SHEET 2)

NOTES:
SCALE: 1" = 100'

- ZONING REQUEST TO R-2 FROM C-3,
GENERAL RETAIL DISTRICT



SCALE: 1"=100'



VICINITY MAP
NOT TO SCALE

CIVIL ENGINEERING
LAND SURVEYING

AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424

Phone: 806-771-5976
Fax: 806-771-7625
TBPE Reg. # F-9197

Accuracy - Efficiency - Integrity




Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE


Project Information

Location or Address: 9902 Upland Avenue (SW Corner of Upland & 98th)
Lots/Tracts: 7.14 Acre Tract
Survey & Abstract: A 7.14 Acre Tract, Located in Section 23, Block AK, H.E. & W.T. RR. Co. Survey, Abstract No. 263, Lubbock County, Texas
Metes and Bounds Attached: Yes ☒ No ☐ Total Acreage of Request: 7.14
Existing Land Use: Vacant Existing Zoning: C3 (General Retail District)
Requested Zoning: R2 (Two Family District)
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☒

Representative/Agent Information (if different from owner)

Firm Name: Betenbough Homes
Name: Ronnie Wallace
Address: 6305 82nd Street City: Lubbock State: TX
ZIP Code: 79424 Telephone: 806-412-6611 Email: ronniew@betenbough.com
Applicant's Signature: 
Date: 4.27.22 Printed Name: Ronnie Wallace

Owner Information

Firm Name: 87 Street Partners
Owner: 87th Street Partners
Address: 6305 82nd Street City: Lubbock State: TX
ZIP Code: 79424 Telephone: 806-548-0400 Email: rickb@betenbough.com
Property Owner's Signature: 
Date: 4.27.22 Printed Name: Rick Betenbough

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

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2022-00102, for Zone Case 3464, a request of Canyon Rock Development, LLC, for a zone change from Transition District (T) to Light Manufacturing District (M-1), at 5721 122nd Street, Frankford Farms Addition, Tract 11.

Item Summary

On June 28, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends denial of the request. The Planning and Zoning Commission heard this case on June 2, 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 3464
Staff Report 3464
Documentation 3464

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. 3464; A ZONING CHANGE FROM T TO M-1 ZONING DISTRICT AT 5721 122ND STREET, FRANKFORD FARMS ADDITION, TRACT 11, 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. 3464

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **M-1** zoning district at **5721 122nd Street, Frankford Farms Addition, Tract 11**, 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, Director of Planning

APPROVED AS TO FORM:


Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3464
June 2, 2022

Staff Report		Zone Case 3464
City Council Meeting		June 28, 2022

Applicant Canyon Rock Development, LLC

Property Owner Jordan Madewell

Council District 5

Recommendations

- Staff recommends DENIAL of the request.

Prior Board or Council Action

- April 26, 2022, Ordinance No. 2022-00065: This property was annexed and zoned Transition District (T).
- June 2, 2022, Zone Case 3464: The Planning and Zoning Commission recommended denial of a zone change from Transition District (T) to Light Manufacturing District (M-1) by a vote of 0-7-0.

Notification Summary

- Notifications Sent: 7
- Received In Favor: 2
- Received In Opposition: 0

Site Conditions and History

The subject property was platted as Frankford Farms Addition, Tract 11 in 1990 and is currently vacant.

Adjacent Property Development

The properties to the east, south and west are zoned T, with commercial buildings and some residences to the east, Tipton Pet Hotel to the west, and mostly vacant land to the south. The property to the north is outside the city limits and is developed with commercial businesses.

Zoning Request and Analysis

Item Summary

The subject property is located at 5721 122nd Street, south of 122nd Street and east of Frankford Avenue. The applicant is requesting a zone change from Transition District (T) to Light Manufacturing District (M-1).

Current zoning: Transition District (T)

Requested zoning: Light Manufacturing District (M-1)

Intent Statements

The intent of the current T zoning is, "...to protect existing and future development in newly annexed territory until the proper zone classification can be determined and established by zone change."

The intent of the proposed M-1 zoning is, "...to provide for light industrial uses and those commercial uses requiring outside storage and display. The regulations are designed to provide for a mixture of heavy commercial and light industrial or manufacturing uses with proper standards to encourage attractive working areas for citizens."

Traffic Network/Infrastructure Impacts

The proposed rezoning location is along 122nd Street. 122nd Street is designated as a Collector by the Master Thoroughfare Plan, 2018. Collectors provide access and movement within residential, commercial, and industrial areas.

Compatibility with Surrounding Property

The proposed zoning is not compatible with the surrounding area. There are residences less than 500 feet from this property. Many of the uses allowed in the M-1 zoning district would not be compatible with the nearby residential uses.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for “Residential Low Density” land uses. The proposed zone change to M-1 would not be consistent with this designation and would not conform 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 is not appropriate for this area.

Suitability of Property for Allowed Uses

The property is not suitable for the proposed use and would potentially need additional public improvements to support the intensity of uses described in M-1 zoning district.

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
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3464



Allowable Uses: [Light Manufacturing District \(M-1\)](#)

Transportation: The proposed development has a point of access from 122nd Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
122nd Street, <i>Collector, Completed</i>	R.O.W. 40 feet, two-lane, undivided, paved	R.O.W. 40 feet, two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

5.9 District 5

Case 3464: Canyon Rock Development, LLC

Request for a zone change from Transition District (T) to Light Manufacturing District (M-1), at:

- 5721 122nd Street, Frankford Farms Addition, Tract 11.

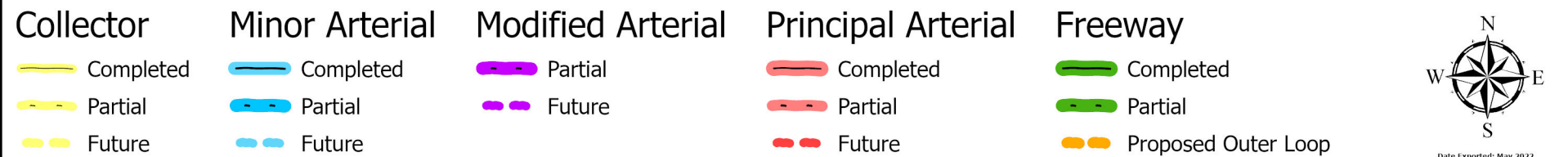
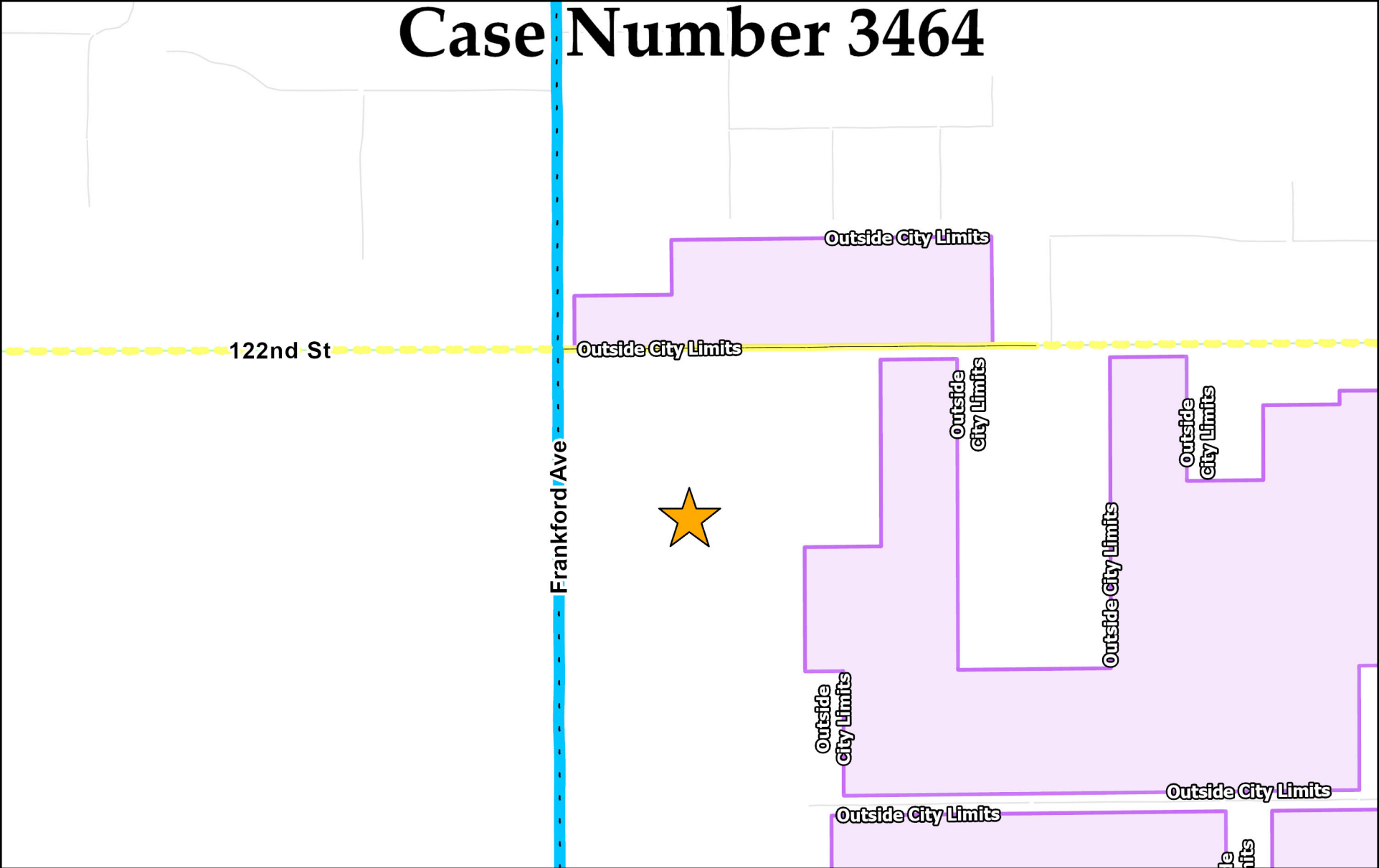
PLANNER ASHLEY PADILLA stated there were seven (7) notifications sent out. There were two (2) returned in favor. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends denial of this request.

The applicant was not in attendance.

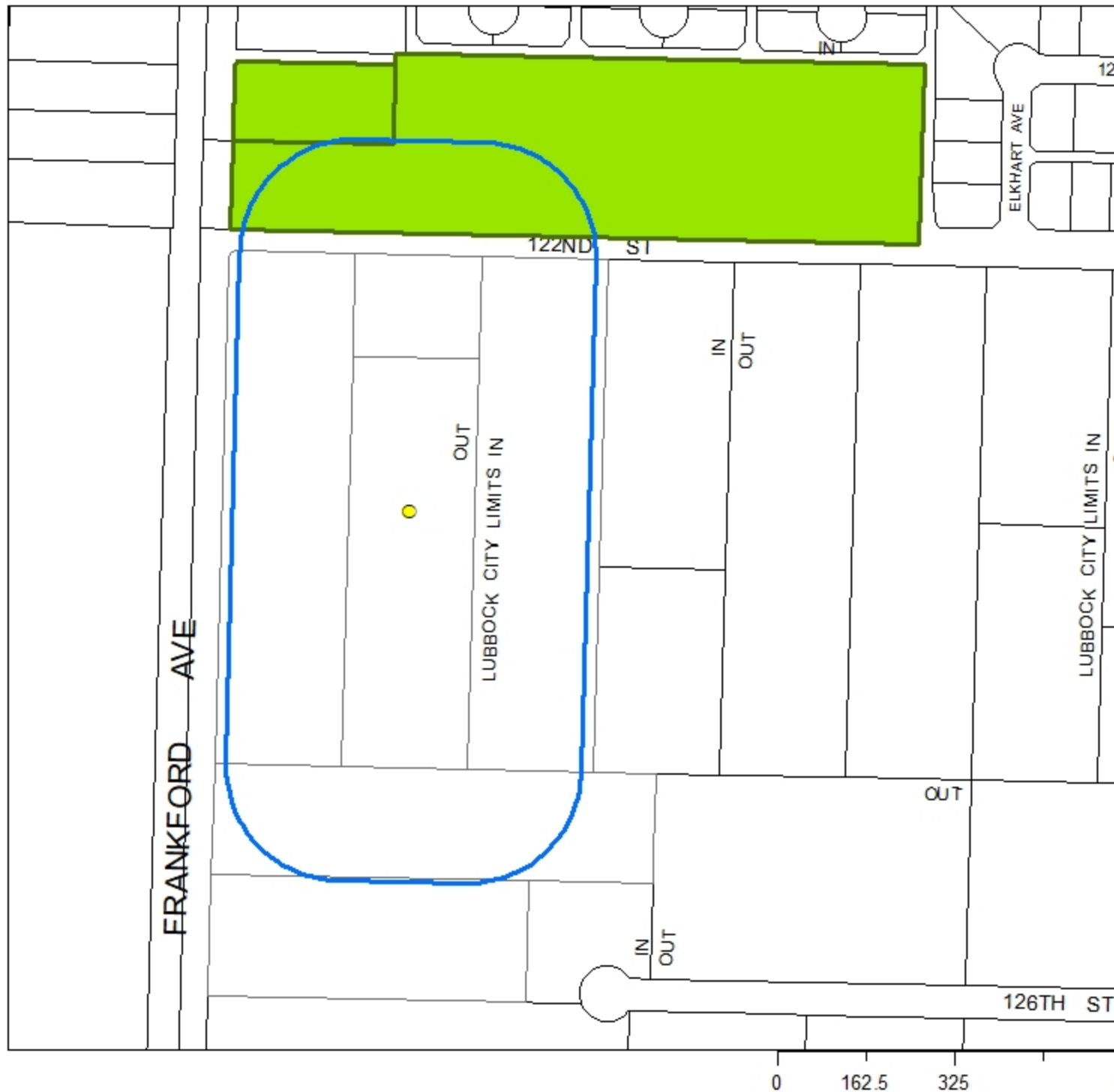
No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3464** a motion was made by **SUSAN TOMLINSON** and seconded by **ABEL HERNANDEZ** to approve the request and the Commission members voted 0 (in favor) to 7 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 3464



PZC Mailout Notifications Received



Legend

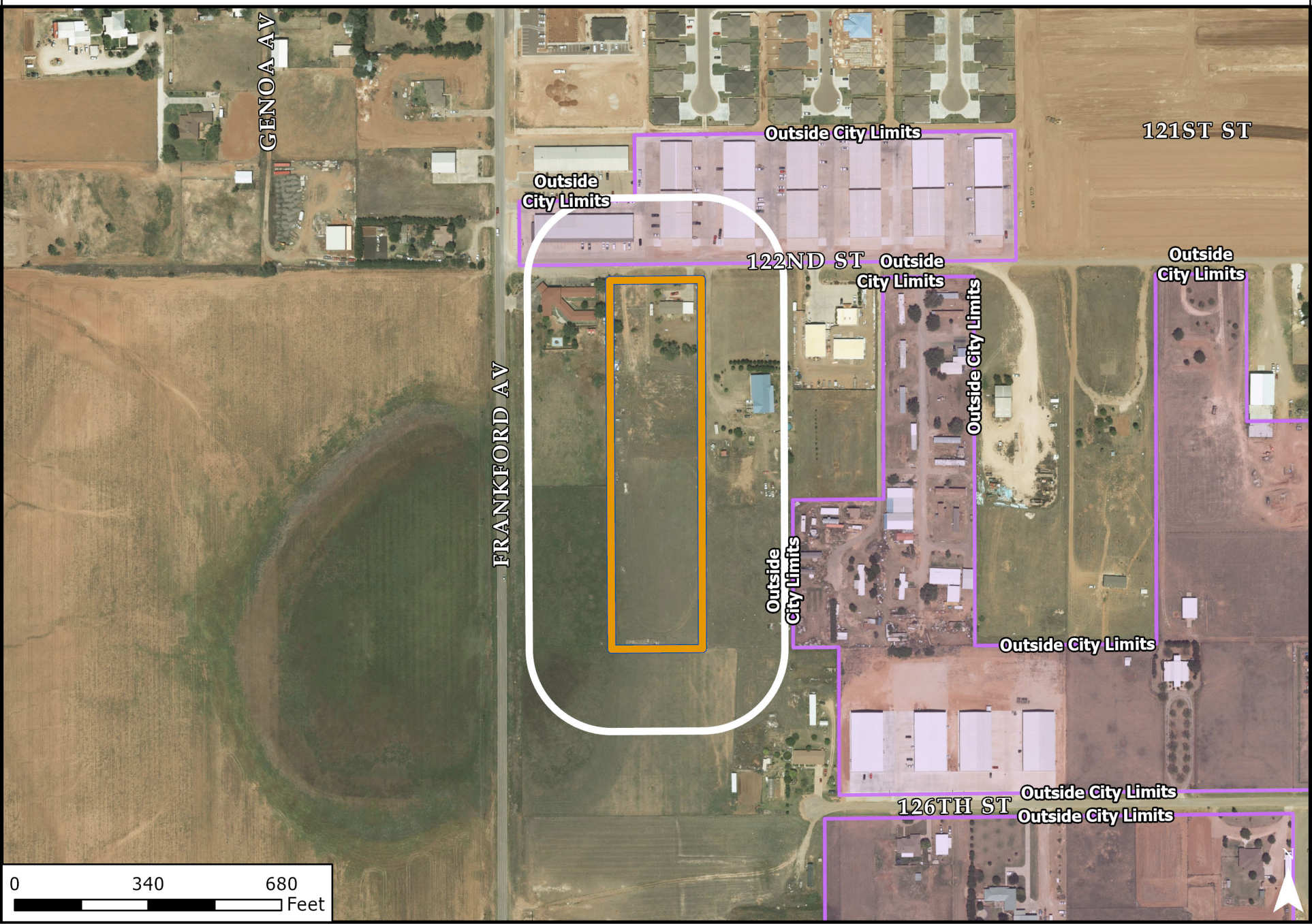
- LocatorPnt3464
- MailoutBuffer3464
- <all other values>

Notification Result

- In Favor
- No Feedback
- Opposed

Created by Planning Department
Date: 5/27/2022

Case Number 3464



GENOA AV

FRANKFORD AV

Outside City Limits

121ST ST

Outside City Limits

122ND ST

Outside City Limits

Outside City Limits

Outside City Limits

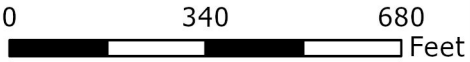
Outside City Limits

Outside City Limits

126TH ST

Outside City Limits









Outside City Limits

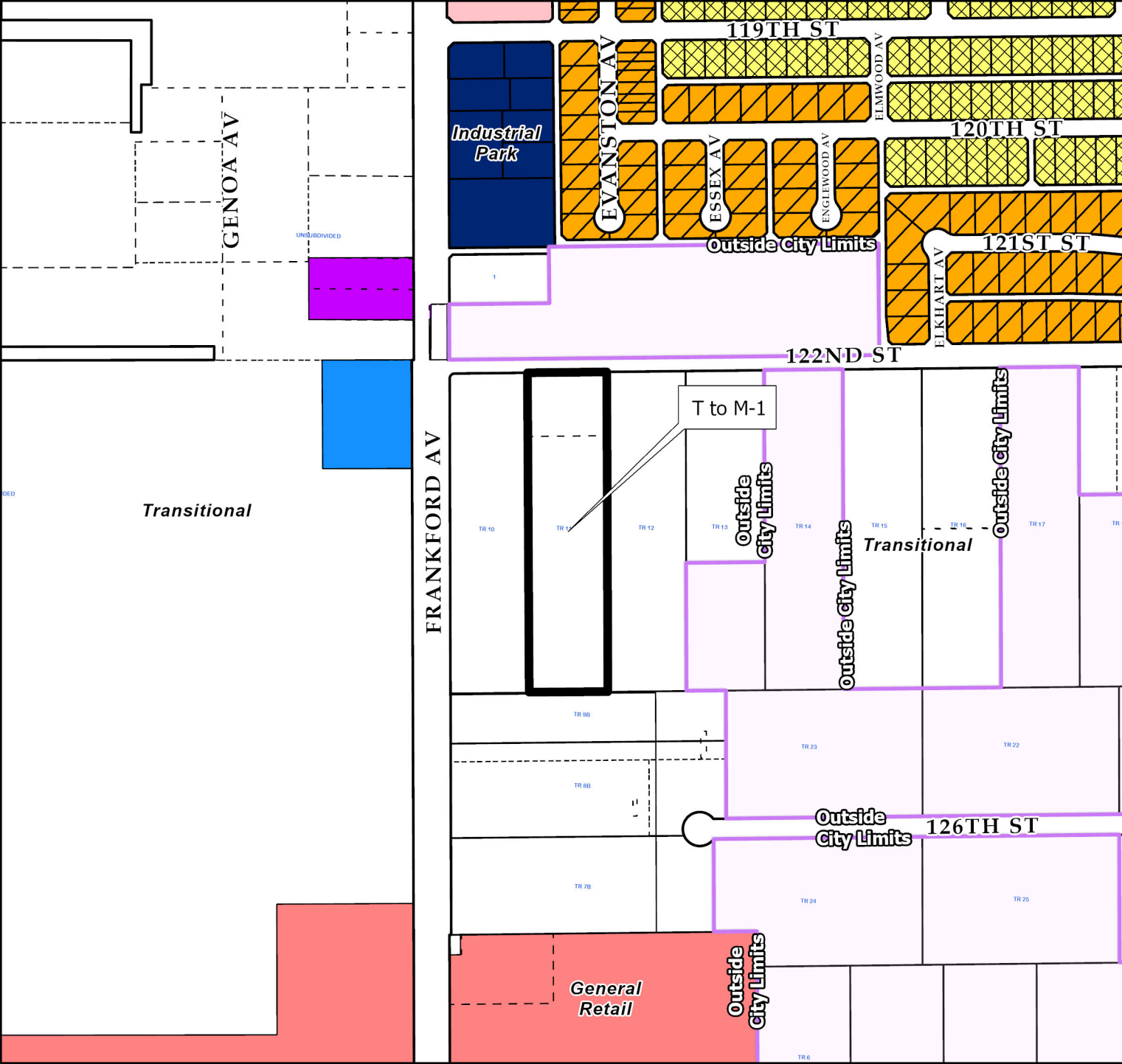


Current Zoning

3464

Zoning Districts

-  Local Retail
-  General Retail
-  Garden Office
-  Industrial Park
-  Interstate Highway Commercial
-  Single Family with Reduced Setbacks
-  Two Family Specific Use
-  Transitional



0 240 480 Feet



Future Land Use Plan Case 3464

Future Land Use Type

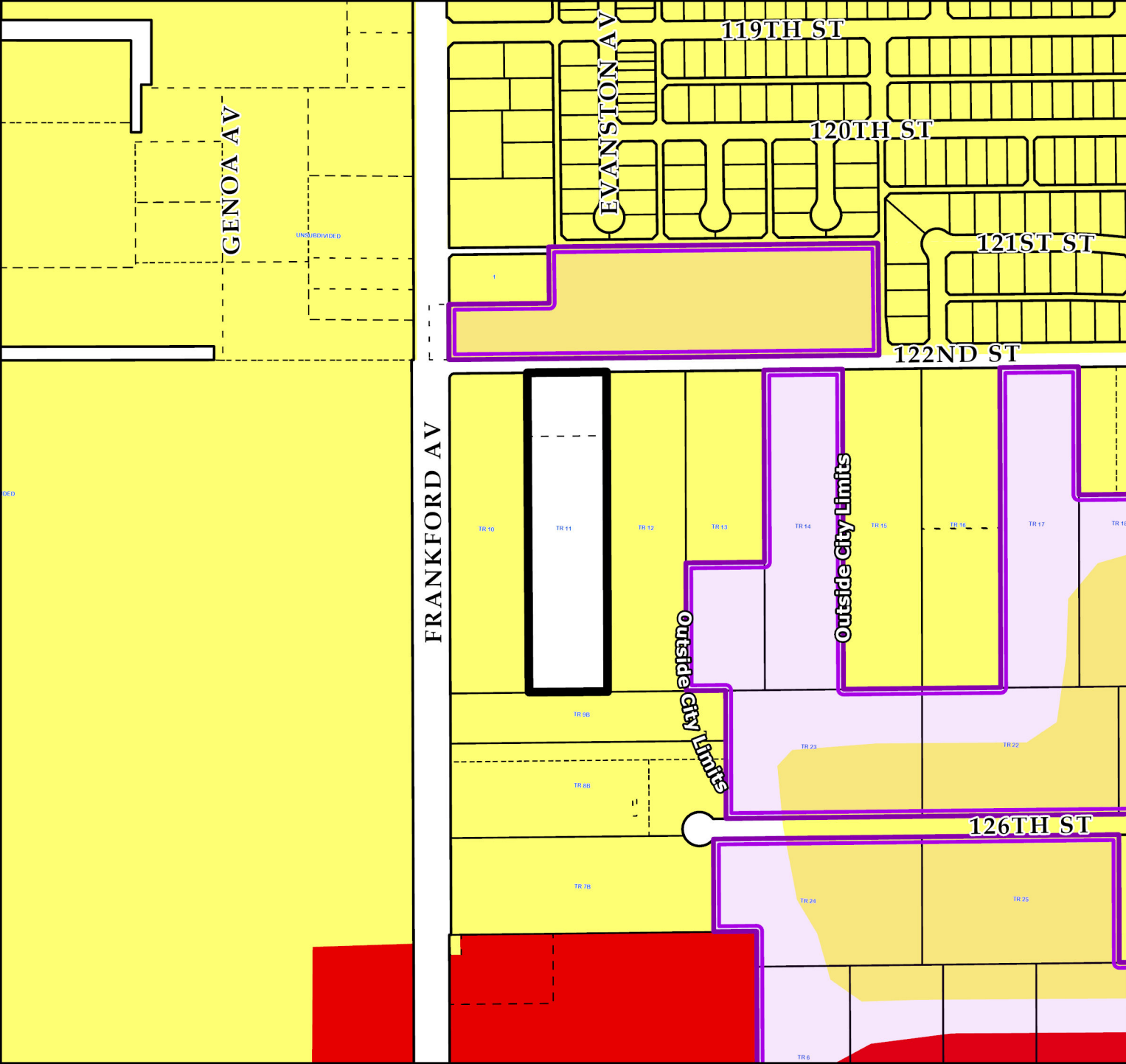
- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



0 240 480
Feet



Date Exported: May 2022



3464



Subject property. View to the south.



View to the east.



View to the north.



View to the west.



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 5721 122nd St.
Lots/Tracts: 11
Survey & Abstract: Frankford Farms Tract 11
Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: 5
Existing Land Use: _____ Existing Zoning: Out of City / Transitional
Requested Zoning: NC (from the UDC)
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: Canyon Rock Development, LLC
Owner: Jordan Madewell
Address: 7314 73rd St City: Lubbock State: Texas
ZIP Code: 79424 Telephone: 806 570 - 0264 Email: jordan@canyonrockre.com
Property Owner's Signature: Jordan Madewell
Date: 2/24/22 Printed Name: Jordan Madewell

Preparer Information

Preparer's Signature: _____
Date: _____ Printed Name: _____

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
Request for zoning change from: _____ To: _____
Lots: _____ Blocks: _____
Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3464**

In Favor



Opposed



Reasons and/or Comments:

Print Name

Daniel Postar

Signature:



Address:

5625 County Rd 7410

Address of Property Owned:

122 Rd Frankford

Phone Number:

806-785-3438

Email:

gar goyle dave@yahoo.com

Zone Case Number: **3464**

R301544

Recipient 3 of 7

122ND & FRANKFORD/DISCOUNT SHOP RENTALS I

5625 COUNTY ROAD 7410

LUBBOCK

TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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☒ In Favor

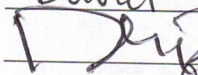
☐ Opposed

Reasons and/or Comments:

Print Name

David Postar

Signature:



Address:

5625 County Rd 7410

Address of Property Owned:

1585 & Frankford

Phone Number:

806-785-3438

Email:

gargayledave@yahoo.com

Zone Case Number: **3464**

R307478

Recipient 4 of 7

1585 & FRANKFORD / DISCOUNT RV

STORAGE & SHOP RENTALS INC

5625 COUNTY ROAD 7410

LUBBOCK

TX 79424