# City of Lubbock, Texas
## Regular City Council Meeting
## July 26, 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
Latrelle Joy, Councilwoman, District 6

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

http://www.mylubbock.us

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

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

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

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

**4:00 p.m. - City Council convenes in City Council Chambers in Open Session, and recesses into Executive Session to consider items 1.-1.3.3.**

1. **Executive Session**

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

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

1. 1. 2. 1017 E. 29th Street, a/k/a Lots Two (2) and Three (3), Block Thirty (30), Coronado Addition to the City of Lubbock, Lubbock County, Texas

1. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.

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

1. 2. 2. 1017 E. 29th Street, a/k/a Lots Two (2) and Three (3), Block Thirty (30), Coronado Addition to the City of Lubbock, Lubbock County, Texas

1. 2. 3. Xcel Energy Easement Expansion

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

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

**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 26, 2022. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.**

4. **Minutes**

4. 1. May 25, 2022 Special City Council Meeting - Lubbock Economic Development Alliance
June 28, 2022 Regular City Council Meeting

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

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2022-O0104, 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 2nd Reading - Finance:** Consider Budget Ordinance No. 2022-O0105, 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. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 33, amending the FY 2021-22 Budget for municipal purposes respecting the Central Business District TIF Capital Fund to appropriate additional grant funding for Capital Improvement Project 92756, Civic Park; and providing for a savings clause.

5. 3. 1. **Resolution - City Manager:** Consider a resolution authorizing the City Council to ratify the actions of the City Manager in executing, on behalf of the City of Lubbock, a grant agreement with Helen Jones Foundation, Inc. for the construction of a downtown civic park.

5. 4. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute Amendment No. 2 to the Lobbying Consulting Services Agreement, with Blackridge, to extend the terms of the agreement for an additional two years.

5. 5. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Real Estate Purchase Agreement, for the purchase of real property located in Lots 6 and 7, Block 1, Maddox Addition to the City of Lubbock, Lubbock County, Texas, by and between the City of Lubbock and the Estate of E Z Hogan, Jr., for the Detroit Lift Station Capital Improvements Project.

5. 6. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing a portion of 149th Street right-of-way located south of Lot 7, Sedona Addition, Lubbock County, Texas.

5. 7. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Street Use License to LBK Texas Construction & Roofing, L.L.C., located in Lot 10, Block 5, Nelson Heights Addition, 1118 42nd Street, Lubbock County, Texas.

5. 8. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Advanced Funding Agreement Contract 15495 for the widening of 114th Street from Quaker Avenue to Indiana Avenue, with the Texas Department of Transportation.

5. 9. **Resolution - Stormwater Compliance:** Consider a resolution authorizing the Mayor to execute Service Contract 16575, with Center Point, for mowing at Day Estates Detention Basin located at 5850 98th Street.

5. 10. **Resolution - Water Utilities:** Consider a resolution authorizing the Mayor to execute Contract No. 16536, with Center Point, for mowing and related landscape maintenance services for eight locations, including the City of Lubbock North Water Treatment Plant, and seven other City of Lubbock properties.

5. 11. **Resolution - Solid Waste Services:** Consider a resolution authorizing the Mayor to execute Contract 16734 with South Plains College (SPC) and Career Education, Inc, dba ATDS, to conduct Commercial Drivers License (CDL) training through SPC's driving school operated by ATDS.

5. 12. **Resolution - Solid Waste:** Consider a resolution authorizing the Mayor to execute an Overhead Electric Power Line Easement over and across portions of City owned property located in Section 33, Block A, G.C. & S.F. Co. Survey, Lubbock County, Texas, being more commonly known as Landfill 69, by and between the City of Lubbock and Southwestern Public Service Company.

5. 13. **Resolution - Business Development:** Consider a resolution authorizing the Mayor to execute Contract 16529, with West Texas Services, Inc. dba Tom's Tree Place, for Roy Furr Pioneer Park Improvements.

5. 14. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to BPC Restaurant Group, LLC dba River Smith's, at 406 Avenue Q, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

5. 15. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Mixed Nutz Leasing, LLC, at 1941 Texas Avenue, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

5. 16. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Mixed Nutz Leasing, LLC, at 1941 Texas Avenue, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

5. 17. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to LBB Hwy 84, LLC, at 1704 Marsha Sharp Freeway, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

5. 18. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to LBB Hwy 84, LLC, located at 1704 Marsha Sharp Freeway, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 19. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute a contract with Johnson General Contractors Group, LLC, to provide bus stop and shelter cleaning, and maintenance services for all Citibus transit stops.

5. 20. **Resolution - Civic Center:** Consider a resolution approving the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock Inc., Board of Directors for the 2022 Cultural Arts Grant Program using Hotel Occupancy Tax funds collected at the end of FY 2020-21.

5. 21. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Public Works Contract 16592, with West Texas Services, Inc. dba Tom's Tree Place, for construction services related to the 14th Street Plaza and the East Green Project.

5. 22. **Resolution - City Manager:** Consider a resolution extending the initial Downtown Parking Task Force term, in order to provide the Task Force adequate time to complete the tasks assigned to it by the City Council.

6. **Regular Agenda**

6. 1. **Public Hearing - Planning (District 1):** Consider a request for Zone Case 2341-D, a request of DLC Designs, LLC for Hi-Plains Buildings, for a zone change from Apartment-Medical District (AM) to General Retail District (C-3) at 1103, 1105, and 1107 North Hartford Avenue, located south of Clovis Road and west of North Hartford Avenue, Riceland Addition, Block 4, Lots 12, 13, and 14, and consider an ordinance.

6. 2. **Public Hearing - Planning (District 2):** Consider a request for Zone Case 0343-A, a request of La Huerta Estate, LLC, for a zone change from Commercial District (C-4) to Family Apartment District (A-1), at 312 East 34th Street, located south of East 34th Street and east of Cedar Avenue, Berry Addition, Block 2, Lots 4-6, and consider an ordinance.

6. 3. **Public Hearing - Planning (District 2):** Consider a request for Zone Case 3466, a request of Hugo Reed and Associates, Inc. for Cotton Ridge Development, LLC, for a zone change from Transition District (T) to Reduced Setback Single-Family District (R-1A), Family Apartment District (A-1), Local Retail District (C-2) and Interstate Highway Commercial District (IHC), generally located south of 98th Street and west of U.S. Highway 87 on 140.3 acres of unplatted land out of Block E, Section 11, and consider an ordinance.

6. 4. **Public Hearing - Planning (District 3):** Consider a request for Zone Case 1427-A, a request of Toni Burns for The Baptist Church College Property, for a zone change from Two-Family District (R-2) to Family Apartment District (A-1), at 4601 and 4605 39th Street and 4602 40th Street, College Heights Addition, Block 20, Lots 1-2 and Lot 12 and the east 35 feet of Lot 11, and consider an ordinance.

6. 5. **Public Hearing - Planning (District 3):** Consider a request for Zone Case 1615-N, a request of Home Depot, for a zone change from Commercial District (C-4) Specific Use for a Home Improvement Store with Enclosed Garden Center to Commercial District (C-4), at 5801 West Loop 289, located east of West Loop 289 and south of 58th Street, South Plains Addition, Tract C, and consider an ordinance.

6. 6. **Public Hearing - Planning (District 3):** Consider a request for Zone Case 1758-G, a request of Farzad Zahrouni, Lubbock Hookah Lounge for Plains Plaza Partnership, for a zone change from General Retail District (C-3) to Commercial District (C-4) Specific Use for a bar, at 5412 Slide Road, Suite 800, located south of 54th Street and west of Slide road, Buster Long Addition, Lot 109A, and consider an ordinance.

6. 7. **Public Hearing - Planning (District 3):** Consider a request for Zone Case 1771-C, a request of Big Cat Properties, Inc. for Buslon, Inc., for a Specific Use for a Game Room on property zoned Commercial District (C-4), at 5145 Aberdeen Avenue, located east of Aberdeen Avenue and north of 54th Street, Buster Long Addition, Lots 8, 98, and 99, and consider an ordinance.

6. 8. **Public Hearing - Planning (District 4):** Consider a request for Zone Case 3465, a request of Hugo Reed & Associates, Inc. for Loop 88, LLC, for a zone change from Transition District (T) to Interstate Highway Industrial District (IHI), Family Apartment District (A-1) and Reduced Setback Single-Family District (R-1A) Specific Use for Garden Homes, at 401 146th Street and 202 East 146th Street, located north of Woodrow Road and east of U.S. Highway 87, on 758.9 acres of unplatted land out of Block E, Sections 19 and 20, and consider an ordinance.

6. 9. **Public Hearing - Planning (District 5):** Consider a request for Zone Case 2995-FF, a request of CMS Properties for 69th Street Development, LTD, for a zone change from General Retail District (C-3) to Commercial District (C-4), at 6309 66th Street, Suite 200, located east of Milwaukee Avenue and south of 66th Street, Commons East Addition, Tract J, and consider an ordinance.

6. 10. **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.

6. 11. **Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provision of the City of Lubbock Ordinance No. 2009-O0060, at 5015 University Avenue, Suite A3, for an alcoholic beverage permit for Paradise Lounge, LLC.

**AI# 10860**
**Regular City Council Meeting** **4. 1.**
**07/26/2022:**

## Information

### Agenda Item

May 25, 2022 Special City Council Meeting - Lubbock Economic Development Alliance
June 28, 2022 Regular City Council Meeting

### Item Summary

May 25, 2022 Special City Council Meeting - Lubbock Economic Development Alliance
June 28, 2022 Regular City Council Meeting

### Fiscal Impact

None

### Staff/Board Recommending

Rebecca Garza, City Secretary

## Attachments

5.25.2022 S LEDA
6.28.2022

# CITY OF LUBBOCK
# SPECIAL CITY COUNCIL MEETING
# May 25, 2022
# 8:30 A.M.

**The City Council of the City of Lubbock, Texas met in special session on the 25th of May, 2022, at the Wells Fargo Center, 1500 Broadway, 5th Floor, Suite 501, Lubbock, Texas at 8:30 a.m.**

**8:33 A.M. CITY COUNCIL CONVENED**
**Wells Fargo Center, 1500 Broadway, 5th Floor, Suite 501, 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; City Manager W. Jarrett Atkinson; Deputy City Secretary Courtney Paz; Assistant City Attorney Kelli Leisure

Absent: Council Member Mark W. McBrayer; Council Member Dr. Jennifer Wilson

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

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

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

**1. MINUTES**

**1. 1.** The Board will approve the Minutes of the LEDA Board of Directors Meeting of April 27, 2022.

Motion by SuzAnn Kirby, seconded by Dr. John Opperman, to approve the minutes from the LEDA Board of Directors meeting of April 27, 2022.

**Vote:** 7-0 Motion carried by the Board

Other: Chris Carpenter (ABSENT)
Barry Orr (ABSENT)

**2. EXECUTIVE SESSION**

**This meeting was called into a closed session at 8:33 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 9:16 a.m. and adjourned at 9:17 a.m.**

**2. 1.** Hold an executive session in accordance with Texas Government Code Section 551.087 to (1) discuss or deliberate in regard to commercial or financial information that LEDA has received from business prospects seeking to locate, stay or expand, in the Lubbock area, or, (2) to deliberate the offer of a financial or other incentive to business prospects described in (1) above. This will include the project and goals update, and monthly activity reports, quarterly reports, Business Retention and Business Recruitment & Innovation updates, and reports related to financial, budget, audit reports, and matters related to the Lubbock Business Park, Lubbock Rail Port, and neighboring property and workforce/training projects. Others may also participate in this report including but not limited to, John Osborne, Jana Johnston, Carolyn Rowley, Christine Allen, Katherine White, Katy Christy, Jorge Quirino, David Rushing, Chris Rankin, Mayor Tray Payne, Jarrett Atkinson, City Manager, members of City Council and Brianna Gerardi, Director of Business Development with the City of Lubbock.

**2. 2.** Hold an executive session in accordance with Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease or value of real property.

**2. 3.** Hold an executive session in accordance with Texas Government Code Section 551.071 to discuss legal matters.

**2. 4.** Hold an executive session in accordance with Texas Government Code Section 551.074 to deliberate the appointment, employment, goals, compensation, evaluation, reassignment of duties, discipline or dismissal of employee(s) or to hear a complaint or charge against an employee(s).

**3. REGULAR SESSION**

**3. 1.** The Board will consider a resolution to approve the April 2022 LEDA Financial Report.

***This item was deleted.**

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

***This item was deleted.**

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

***This item was deleted.**

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

***This item was deleted.**

**3. 5.** Recommendation for Award of Construction Contract for Treated Effluent Line for Leprino Foods's project.

***This item was deleted.**

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

***This item was deleted.**

**3. 6. 1.** The Board will consider a resolution to authorize David Rushing to act on behalf of the Corporation to purchase property at the tax foreclosure sale conducted by Lubbock County.

***This item was deleted.**

**3. 6. 2.** Discuss the current status of the plans for developing the parks.

***This item was deleted.**

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

***This item was deleted.**

**3. 6. 4.** Update on the progress of the properties and any matters related to contractors and/or contracts.

***This item was deleted.**

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

***This item was deleted.**

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

***This item was deleted.**

**3. 6. 7.** Discuss and the Board will consider action, if needed on property to be used for future economic development opportunities

***This item was deleted.**

**3. 7.** Architectural Review Committee Report

***This item was deleted.**

**3. 8.** CEO Report

***This item was deleted.**

**3. 8. 1.** LEDA Dashboard

***This item was deleted.**

**3. 8. 2.** Employment Data Update

***This item was deleted.**

**3. 9.** Chairman's Report

***This item was deleted.**

**9:17 A.M. CITY COUNCIL ADJOURNED**

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

The May 25, 2022 Special City Council Meeting minutes were approved by the City Council on the 26th 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 28, 2022
# 4:30 P. M.

**The City Council of the City of Lubbock, Texas met in regular session on the 28th of June, 2022, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 4:30 p.m.**

**4:30 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 Attorney Chad Weaver; Deputy City Manager Bill Howerton; Deputy City Secretary Courtney Paz

*Note: City Council addressed agenda items in the following order:*
- *1.1-1.3.2; 3.1; Citizen Comments 4; 5.1-5.2; 5.4-5.6; 5.9; 5.3; 5.7-5.8; 5.10; 4.1-4.1.1; 4.5-4.14; 4.16-4.17; 4.19; 4.2-4.4; 4.15; and 4.18.*
- *Item No. 5.3 failed.*

## 1. Ceremonial Items

**1. 1.** Invocation

Pastor Chris Moore, Victory in Praise Church, led the invocation.

**1. 2.** Pledges of Allegiance

Pledges of Allegiance, to the United States and Texas Flags, were led by Mayor Pro Tem Shelia Patterson Harris.

**1. 3.** Proclamations and Presentations

**1. 3. 1.** Presentation of a Proclamation recognizing July as National Parks and Recreation Month

Mayor Tray Payne presented a proclamation recognizing July as National Parks and Recreation Month. Colby VanGundy, director of parks and recreation; and Gabby Anglin, community recreation coordinator, gave comments, thanked City Council for the proclamation, and invited all Lubbock citizens to attend and participate in events being held during the month of July within city parks.

**1. 3. 2.** Presentation of Honorary Citizenships to the Mandela Washington Fellowship for Young African Leaders from Texas Tech University

Mayor Tray Payne presented a special recognition and honorary city of Lubbock citizenships to the students participating in the Mandela Washington Fellowship for Young African Leaders Program at Texas Tech University. Michael Johnson, assistant director of international grants, administration, and partnerships with Texas Tech University, gave comments on the importance of the Mandela Washington Fellowship Program and thanked City Council for the special recognition.

**Call to Order**

The meeting was called to order at 5:00 p.m.

**2. 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 28, 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.**

Citizen Comments submitted in writing at the meeting (copies were provided to City Council):

- Johnny James, the property owner, submitted written citizen comments in favor of item 5.3 (Zone Case 0647-A)

Sign ups:

- Kim Gonzalez, Larry Simmons, Adam Hernandez, Josh Shankles, and Nathan Lewis appeared before City Council to speak in opposition of item 4.18 (a resolution adopting revised and updated City of Lubbock City Council Rules).

**3. Minutes**

**3. 1.** May 24, 2022 Regular City Council Meeting

Motion by Council Member Steve Massengale, seconded by Council Member Latrelle Joy, to approve the May 24, 2022 Regular City Council Meeting minutes.

**Vote:** 7 - 0 Motion carried

**4. 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 Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve items 4.1-4.1.1; 4.5-4.14; 4.16-4.17; and 4.19.

**Vote:** 7 - 0 Motion carried

**4. 1.** **Budget Ordinance Amendment 2nd 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.

**4. 1. 1.** **Resolution - Public Health Services:** Resolution No. 2022-R0288 authorizing the Mayor to execute Amendment No. 4 to Contract HHS000077800035 under the HIV Prevention Services Grant, and all related documents, by and between the City of Lubbock and the State of Texas Department of State Health Services.

**4. 2.** **Resolution - Finance:** Resolution No. 2022-R0301 authorizing the refunding of Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2014 (Conjunctive Use Groundwater Supply Project).

Blu Kostelich, chief financial officer, gave comments and answered questions from City Council.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Latrelle Joy, to approve Resolution No. 2022-R0301.

**Vote:** 7 - 0 Motion carried

**4. 3.** **Resolution - Planning:** Resolution No. 2022-R0302 authorizing the Mayor to execute Amendment No. 1 to Contract 14768, a service agreement with GovOS, Inc., formerly known as MUNIRevs, Inc. dba LODGINGRevs, for hotel occupancy tax collection and compliance services.

Bill Howerton, deputy city manager; and Jesica McEachern, assistant city manager, gave comments and answered questions from City Council.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Latrelle Joy, to approve Resolution No. 2022-R0302.

**Vote:** 7 - 0 Motion carried

**4. 4.** **Ordinance 1st Reading - Engineering:** 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.

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

Motion by Council Member Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0103.

**Vote:** 7 - 0 Motion carried

**4. 5.** **Resolution - Water Utilities:** Resolution No. 2022-R0289 authorizing the mayor to execute Purchase Order 22105210, with Agilent Technologies, Inc., for the purchase of a Gas Chromatograph/Mass Spectrometer (GC/MS) and Inductively Coupled Plasma Mass Spectrometry (ICP-MS) for Water System Laboratory Services.

**4. 6.** **Resolution - Wastewater:** Resolution No. 2022-R0290 authorizing the Mayor to execute Contract 16664, with Bill Sides, allowing the City to provide reclaimed water for agricultural purposes.

**4. 7.** **Resolution - Wastewater:** Resolution No. 2022-R0291 authorizing the Mayor to execute Contract 16665, with Fred Jones, allowing the City to provide reclaimed water for agricultural purposes.

**4. 8.** **Ordinance 2nd 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.

**4. 9.** **Resolution - Business Development:** Resolution No. 2022-R0292 authorizing the City Council to ratify the actions of the City Manager in executing, on behalf of the City of Lubbock, Contract 16695, with Atmos Energy, for the relocation of a gas line, for the purposes of demolition at the Lubbock Business Center at 1301 Broadway.

**4. 10.** **Resolution - Aviation:** Resolution No. 2022-R0293 authorizing the Mayor to execute Amendment No. 10 to Professional Services Agreement 15200, with RS&H, Inc., for the Hangar Roof Replacement at Lubbock Preston Smith International Airport.

**4. 11.** **Resolution - Fleet Services:** Resolution No. 2022-R0294 authorizing the Mayor to execute Purchase Order 31066826, in accordance with BuyBoard Contract 6001-19, with Sam Pack's Five-Star Ford/Carrollton, for the purchase of a 2023 Ford F-250 SuperCab Cab and Chassis, for the Lubbock Animal Services Department.

**4. 12.** **Resolution - Facilities Management:** Resolution No. 2022-R0295 authorizing the Mayor to execute Change Order No. 2 to Contract 15924, with Lee Lewis Construction, Inc., for services related to the repair of Citizens Tower and the Utilities Customer Services Center damaged by the flood event of March 12, 2021.

**4. 13.** **Resolution - Parks and Recreation:** Resolution No. 2022-R0296 authorizing the Mayor to execute Purchase Order 90500058, as per BuyBoard Contract 592-19, with MUSCO Sports Lighting, LLC., for the purchase and installation of Automated Lighting on Thomas A. Martin Youth Sports Complex Field 16.

**4. 14.** **Resolution - Parks and Recreation:** Resolution No. 2022-R0297 authorizing the Mayor to execute an amendment to the Senior Center Operations Contract with the South Plains Association of Governments, for funds to pay for the operation of senior citizen sites.

**4. 15.** **Resolution - Civic Centers:** Resolution No. 2022-R0303 authorizing the Mayor to execute Contract 16586, with Permian Paving, Inc., for improvements to the southwest parking lot at the Lubbock Memorial Civic Center.

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

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve Resolution No. 2022-R0303.

**Vote:** 7 - 0 Motion carried

**4. 16.** **Resolution - Police:** Resolution No. 2022-R0298 authorizing the Chief of Police to execute a Short-Term Joint Operation Memorandum of Understanding, between the United States Marshal Service and the Lubbock Police Department, as it relates to the reimbursement to the City of Lubbock, for certain overtime expenses incurred during the investigation and/or arrest of persons with active arrest warrants.

**4. 17.** **Resolution - City Secretary:** Resolution No. 2022-R0299 authorizing the Mayor to utilize a facsimile signature for any legal instrument or document permitted by Chapter 618 of the Texas Government Code.

**4. 18.** **Resolution - City Council:** Resolution No. 2022-R0304 adopting revised and updated City of Lubbock City Council Rules.

City Council engaged in discussion regarding the proposed revisions to City Council Rules. Courtney Paz, deputy city secretary, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Shelia Patterson Harris, seconded by Council Member Christy Martinez-Garcia, to approve Resolution No. 2022-R0304.

**Vote:** 7 - 0 Motion carried

**4. 19.** **Resolution - City Manager:** Resolution No. 2022-R0300 authorizing the Mayor to execute a Memorandum of Understanding, on behalf of the City of Lubbock, with Palisade Pipeline, LLC, for lease of property and purchase of reclaimed water from the City's Southeast Water Reclamation Plant.

**5. Regular Agenda**

**5. 1.** **Public Hearing - Planning (District 1):** 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.

Mayor Payne opened the public hearing at 5:13 p.m.

Dr. Travis Neel and Tom Rohrig, with the Heart of Lubbock Neighborhood Association; and Mike Olson, with Devon Self Storage, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Payne closed the public hearing at 5:41 p.m.

Motion by Council Member Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0095.

**Vote:** 7 - 0 Motion carried

**5. 2.** **Public Hearing - Planning (District 2):** 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.

Mayor Payne opened the public hearing at 5:13 p.m.

Dennis Carrizales, the proponent, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Payne closed the public hearing at 5:41 p.m.

Motion by Council Member Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0096.

**Vote:** 7 - 0 Motion carried

**5. 3.** **Public Hearing - Planning (District 2):** Consider a request for Zone Case 0647-A, a request of El Cadete Sports Bar for JJ's Sparkle Shop, for a Specific Use for a bar on property zoned Commercial District (C-4), at 407 Martin Luther King Jr. Boulevard, located east of Martin Luther King Jr. Boulevard and south of East 4th Street, Mackenzie Terrace Addition, Tract D, Lot 4, and the west 6.56 feet of Lot 5, and consider an ordinance.

**This item failed.**

Kristen Sager, director of planning; and Lilian Ramirez, the proponent, gave comments and answered questions from City Council.

Mayor Payne opened the public hearing at 5:42 p.m.

Lillian Ramirez, the proponent, appeared to speak in favor.

Danielle Demetria East, with East Lubbock Art House, appeared to speak in opposition.

Mayor Payne closed the public hearing at 5:50 p.m.

Motion by Council Member Steve Massengale, seconded by Council Member Latrelle Joy, to approve this item.

**Vote:** 1 - 6 Failed

NAY: Mayor Tray Payne
Mayor Pro Tem Shelia Patterson Harris
Council Member Latrelle Joy
Council Member Steve Massengale
Council Member Mark W. McBrayer
Council Member Dr. Jennifer Wilson

**5. 4.** **Public Hearing - Planning (District 4):** 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.

Mayor Payne opened the public hearing at 5:13 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 5:41 p.m.

Motion by Council Member Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0097.

**Vote:** 7 - 0 Motion carried

**5. 5.** **Public Hearing - Planning (District 4):** 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.

Mayor Payne opened the public hearing at 5:13 p.m.

Ronnie Wallace, with Betenbough Homes, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Payne closed the public hearing at 5:41 p.m.

Motion by Council Member Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0098.

**Vote:** 7 - 0 Motion carried

**5. 6.** **Public Hearing - Planning (District 5):** Ordinance No. 2022-O0099, for Zone Case 3016-D, a request of AMD Engineering, LLC for the Kelling Family Revocable Trust and Enrico & 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.

Mayor Payne opened the public hearing at 5:13 p.m.

Will Stephens, with AMD Engineering, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Payne closed the public hearing at 5:41 p.m.

Motion by Council Member Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0099.

**Vote:** 7 - 0 Motion carried

**5. 7.** **Public Hearing - Planning (District 5):** 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.

Kristen Sager, director of planning; Chad Weaver, city attorney; and Ronnie Wallace, with Betenbough Homes, gave comments and answered questions from City Council.

Mayor Payne opened the public hearing at 5:54 p.m.

Ronnie Wallace, with Betenbough Homes, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Payne closed the public hearing at 6:06 p.m.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to postpone this item to the July 12, 2022 Regular City Council Meeting.

**Vote:** 3 - 4 Failed

NAY: Mayor Pro Tem Shelia Patterson Harris

Council Member Latrelle Joy
Council Member Steve Massengale
Council Member Mark W. McBrayer

Motion by Council Member Latrelle Joy, seconded by Council Member Mark W. McBrayer, to approve Ordinance No. 2022-O0101.

**Vote:** 5 - 2 Motion carried

NAY: Council Member Christy Martinez-Garcia
Council Member Dr. Jennifer Wilson

**5. 8.** **Public Hearing - Planning (District 5):** 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.

Kristen Sager, director of planning; and Jacoby Madewell, with Canyon Rock Development, LLC, gave comments and answered questions from City Council.

Mayor Payne opened the public hearing at 6:14 p.m.

Jordan and Jacoby Madewell, with Canyon Rock Development, LLC, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Payne closed the public hearing at 6:22 p.m.

Motion by Mayor Pro Tem Shelia Patterson Harris, seconded by Council Member Mark W. McBrayer, to approve Ordinance No. 2022-O0102.

**Vote:** 6 - 1 Motion carried

NAY: Council Member Latrelle Joy

**5. 9.** **Public Hearing - Planning (District 6):** 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.

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

Mayor Payne opened the public hearing at 5:13 p.m.

Kerry Richie, with Betenbough Homes, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Payne closed the public hearing at 5:41 p.m.

Motion by Council Member Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0100.

**Vote:** 7 - 0 Motion carried

**5. 10. Resolution - Lubbock Power & Light:** Resolution No. 2022-R0287 authorizing publication of a notice of intention to issue Electric Light and Power System Revenue Bonds.

Harvey Hall, chief financial officer for LP&L; and Matt Boles, managing director with RBC Capital Markets, gave a presentation and answered questions from City Council.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Latrelle Joy, to approve Resolution No. 2022-R0287.

**Vote:** 7 - 0 Motion carried

**7:40 P.M. CITY COUNCIL ADJOURNED**

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

The June 28, 2022 Regular City Council Meeting minutes were approved by the City Council on the 26th day of July, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

AI# 10841
Regular City Council Meeting 5. 1.
07/26/2022:

## Information

### Agenda Item

**Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2022-O0104, Amendment 31, amending the FY 2021-22 Budget for municipal purposes respecting the Airport Capital Fund; and providing for a savings clause.

### Item Summary

On July 12, 2022 the City Council approved the first reading of the ordinance.

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

AI# 10851
Regular City Council Meeting 5. 2.
07/26/2022:

## Information

### Agenda Item

**Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2022-O0105, 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

On July 12, 2022 the City Council approved the first reading of the ordinance.

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

ccdocs/BudgetFY2122 Amend32.ord
July 6, 2022

**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

**Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 33, amending the FY 2021-22 Budget for municipal purposes respecting the Central Business District TIF Capital Fund to appropriate additional grant funding for Capital Improvement Project 92756, Civic Park; and providing for a savings clause.

### Item Summary

I. Amend Capital Improvement Project 92756, Civic Park, and increase the appropriation and funding by $500,000, from $1,000,000 to $1,500,000. The additional funding will be from The Helen Jones Foundation grant.

### Fiscal Impact

Included in Item Summary

### Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

## Attachments

Budget Amendment #33

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CENTRAL BUSINESS DISTRICT TIF CAPITAL FUND TO APPROPRIATE FUNDING FOR CAPITAL IMPROVEMENT PROJECT 92756, CIVIC PARK; 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 #33) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92756, Civic Park, and increase the appropriation and funding by $500,000, from $1,000,000 to $1,500,000. The additional funding will be from The Helen Jones Foundation grant.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

for
D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocs/BudgetFY2122.Amend33.ord
July 14, 2022

AI# 10874
Regular City Council Meeting
07/26/2022:

5. 3. 1.

## Information

### Agenda Item

**Resolution - City Manager:** Consider a resolution authorizing the City Council to ratify the actions of the City Manager in executing, on behalf of the City of Lubbock, a grant agreement with Helen Jones Foundation, Inc. for the construction of a downtown civic park.

### Item Summary

This item is to ratify the acceptance of grant dollars by the City Manager from Helen Jones Foundation, Inc. for the construction of a downtown civic park.

On September 28, 2021, the City Council approved Resolution No. 2021-R0388 approving the civic park project to be located at 1301 Broadway, utilizing the Wind + Water design as created by TBG Partners and as recommended by the Central Business District Tax Increment Financing Advisory Board.

On April 15, 2022, the City of Lubbock submitted an application for support of the Civic Park project to Helen Jones Foundation, Inc. On July 7, 2022, the City received notice that Helen Jones Foundation, Inc. voted to support the project in the amount of $500,000. The grant was paid on July 7, 2022, and must be used for park construction.

### Fiscal Impact

This $500,000 grant is fully funded by Helen Jones Foundation, Inc. and therefore, does not require a local match. Acceptance of this grant will result in no additional cost to the City of Lubbock.

### Staff/Board Recommending

W. Jarrett Atkinson, City Manager

## Attachments

Resolution
Grant Agreement

# RESOLUTION

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

THAT the City Council of the City of Lubbock does hereby authorize and ratify the signature of the City Manager for and on behalf of the City of Lubbock for Grant Agreement No. 16726 by and between the City of Lubbock and the Helen Jones Foundation, Inc., for grant funds for the construction of a Downtown Civic Park and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Ratify Helen Jones Grant 16726
7.13.22

# Helen Jones Foundation, Inc.

P.O. Box 53665
Lubbock, Texas 79453-3665
Telephone (806) 791-2004 Email hjfoundation@sbcglobal.net

July 7, 2022

City of Lubbock
1314 Avenue K
Lubbock, Texas 79401 4501

W. Jarrett Atkinson, City Manager of Lubbock:

The Helen Jones Foundation met on June 2, 2022 and approved a grant of $500,000.00 to the City of Lubbock. The grant will support the construction of a downtown park located at 1301 Broadway.

We must be assured that our grant will be used exclusively to carry out the project described in the application. Therefore, there shall be no administrative fee, investment fee, or earned income profits from the grant utilized to support programs other than the project described. Please signify your agreement to this policy by returning the enclosed copy of this contract signed by an officer of the Grantee. . A final report of the project will be turned into the Helen Jones Foundation, Inc. office by **December 31, 2022**.

Sincerely,

James C. Arnold
President and Chief Executive Officer
Helen Jones Foundation, Inc.

Signature of the Officer

W. Jarrett Atkinson
Printed name

AI# 10879
Regular City Council Meeting 5. 4.
07/26/2022:

## Information

### Agenda Item

**Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute Amendment No. 2 to the Lobbying Consulting Services Agreement, with Blackridge, to extend the terms of the agreement for an additional two years.

### Item Summary

The City of Lubbock selected Blackridge to provide lobbying consulting services for the City of Lubbock through a competitive Request for Proposal process, and entered into an initial two-year agreement on August 23, 2018. Amendment No. 1 was executed on July 14, 2020, and extended the initial agreement for an additional two years. Amendment No. 2 extends the contract for an additional two years under the same conditions as the original. There are no changes to the services provided and the remains the same as in the original agreement. Annual cost of this agreement remains $138,000 per year, plus itemized and approved expenses.

This agreement is a not-to-exceed contract totaling $138,000 annually, plus itemized and approved expenses. Funding is identified and stated in the annual Operating Budget, subject to annual appropriation.

### Fiscal Impact

This agreement is a not-to-exceed contract totaling $138,000 annually, plus itemized and approved expenses. Funding is identified and stated in the annual Operating Budget, subject to annual appropriation.

### Staff/Board Recommending

W. Jarrett Atkinson, City Manager

## Attachments

Blackridge Resolution
Blackridge Amendment No.2

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Second Amendment to that certain Agreement dated August 23, 2018, for Lobbying Consulting Services, by and between the City of Lubbock and Blackridge of Austin, Texas, 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:

_____
W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs/RES.Amend #2 to Agrmt- Lobbying Consulting Services
June 3, 2022

**SECOND AMENDMENT TO LOBBYING CONSULTING SERVICES AGREEMENT**

This Second Amendment to Lobbying Consulting Services Agreement ("Amendment") is entered into on this, the ____ day of _____ 2022 by and between the City of Lubbock, Texas, a Texas municipal corporation ("City") and Blackridge of Austin, Texas ("Blackridge"), collectively the "Parties".

WHEREAS, the Parties entered into a Lobbying Consulting Services Agreement (the "Agreement") dated August 23, 2018 (Resolution No. 2018-R0272) setting forth certain terms and conditions respecting the engagement of Blackridge for lobbying consulting services on behalf of City; and

WHEREAS, the Parties by amendment on July 14, 2020 (Resolution No. 2020-R0225) modified the term of the Agreement from two (2) to four (4) years, with all other provisions of the Agreement remaining unchanged; and

WHEREAS, the Parties now desire to amend the Agreement to increase the term from four (4) years to six (6) years.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to amend, and do amend, the Agreement as follows:

The first sentence of Article 1, Section 1.1 shall read as follows:

"The contract shall be for a term of six years beginning upon formal approval."

The Parties further agree that all other terms and conditions of the Agreement shall continue in full force and effect for all purposes.

CITY OF LUBBOCK

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

Blackridge

Russell 2 Kelley

Rusty Kelley, Owner

APPROVED AS TO CONTENT:

W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant City Attorney

AI# 10876
Regular City Council Meeting 5. 5.
07/26/2022:

## Information

### Agenda Item

**Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Real Estate Purchase Agreement, for the purchase of real property located in Lots 6 and 7, Block 1, Maddox Addition to the City of Lubbock, Lubbock County, Texas, by and between the City of Lubbock and the Estate of E Z Hogan, Jr., for the Detroit Lift Station Capital Improvements Project.

### Item Summary

The existing Sewer Lift Station 34 located at 328 N. Detroit Avenue between Cornell Street and Colgate Street was built in 1948. The lift station no longer meets current TCEQ standards for structural, mechanical, electrical and SCADA systems. The current lift station site is located in close proximity to residential lots, and it generates numerous noise and odor complaints from nearby residents.

A preliminary design report for the Lift Station 34 Rehabilitation project identified and ranked three potential sites to build a new lift station and demolish the existing station and clear the current site.

Land survey and appraisal was obtained for the highest ranked site, Lots 6 & 7, Block 1, Maddox Addition to the City of Lubbock, at approximately 323 N. Detroit Avenue. This purchase agreement in the amount $75,814 is for the purchase of approximately 0.0762 acres (3,321 square feet) of real property that is being conveyed by The Estate of E Z Hogan, Jr, to the City of Lubbock for the purpose of construction of a new sewer lift station to serve portions of the Arnett Benson neighborhood.

### Fiscal Impact

The total cost of the land purchase is $75,814, and is funded in Capital Improvements Project 92591, Lift Station Rehabilitation.

### Staff/Board Recommending

Jesica McEachern, Assistant City Manager

## Attachments

Resolution - Lots 6 & 7, Block 1, Maddox Addition
Purchase Agreement - Estate of E Z Hogan, Jr.
Hogan - Exhibit A
Hogan - Exhibit B
Map - Proposed Lift Station Site
CIP Spreadsheet
Budget Detail

# RESOLUTION

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

**THAT** the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Purchase Agreement for the purchase of certain real property located at in Lots 6 & 7, Block 1, Maddox Addition to the City of Lubbock, Lubbock County, Texas, by and between the City of Lubbock and the Estate of E Z Hogan, Jr., and all related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council; and

**THAT** the City Council finds it to be in the best interest of the citizens of the City of Lubbock in order to expedite the performance of city business, to delegate authority to execute any necessary or related documents associated with this conveyance to the City Manager of the City of Lubbock, or his designee.

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

_____
**TRAY PAYNE, MAYOR**

**ATTEST:**

_____
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

_____
Jesica McEachern, Assistant City Manager

**APPROVED AS TO FORM:**

_____
Ryan Brooke, Assistant City Attorney

RES.Purchase Agreement, Estate of E Z Hogan, Jr.-Lots 6 & 7, Block 1, Maddox Addition
7.6.22

**Purchase Agreement**

**City of Lubbock and The Estate of E Z Hogan, Jr.**

The Estate of E Z Hogan, Jr., referred to in this Agreement as "Grantor", agrees to grant to the City of Lubbock, Texas, referred to in this Agreement as "Grantee", a parcel of land which is more or less **0.0762-acres** (3,321 sf), described as property located in Lots 6 and 7, Block 1, Maddox Addition to the City of Lubbock, Lubbock County, Texas, and more particularly described in the attached Exhibit "A," which exhibit is incorporated into this Agreement and made a part of this Agreement for all purposes.

The property to be conveyed pursuant to this Agreement is referred to in this Agreement as the "Property."

The document to convey the Property shall be in the form of a Special Warranty Deed.

All work performed on the Property shall be performed expeditiously, in a good and workmanlike manner, and in accordance with all applicable laws, codes, statutes, permits and regulations of all applicable governmental authorities.

The payment of Seventy-five thousand, eight hundred fourteen and no/100 **($75,814.00)** as herein agreed, will constitute full payment to be made by Grantee to Grantor for the Property. Upon receipt of payment by Grantor, the conveyance document will be executed and recorded to finalize this transaction. Grantee, without cost to the Grantor, will pay the cost of recording of the instrument conveying the Property along with any and all other costs associated with the closing at Lubbock Abstract and Title Company.

Grantee shall install screening and landscaping to provide a buffer between the lift station site and Grantor's property as depicted on Exhibit "B" attached hereto.

This Agreement shall be effective as of the date the last party executes this Agreement (the "Effective Date").

EXECUTED by the parties as indicated below to be effective as of the Effective Date.

**GRANTOR: The Estate of E Z Hogan, Jr.**

Linda Hogan
Name:

7/8/22
Date

**GRANTEE: City of Lubbock, Texas**

TRAY PAYNE, MAYOR

Date

ATTEST:

Rebecca Garza, City Secretary

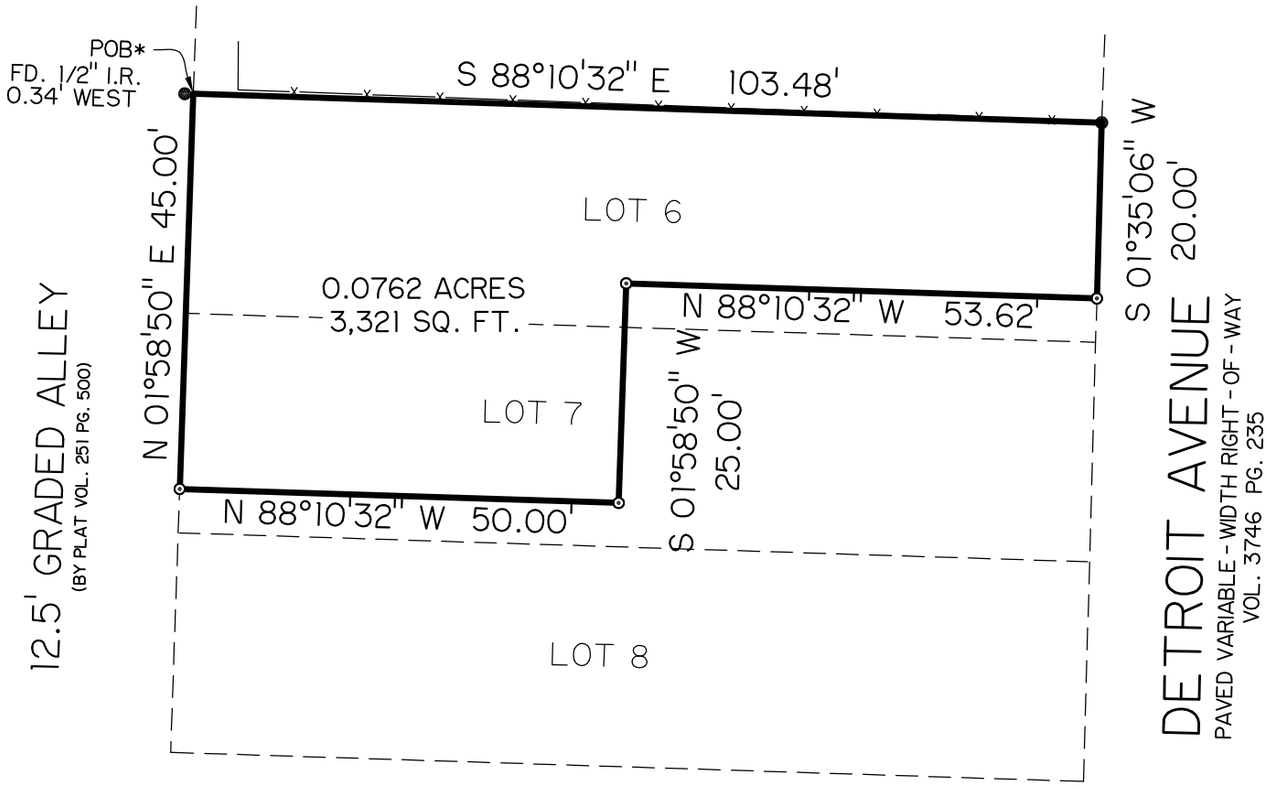
# EXHIBIT A

## PLAT SHOWING SURVEY OF A 0.0762 ACRE PORTION OF LOTS 6 AND 7, BLOCK 1 MADDOX ADDITION

TO THE CITY OF LUBBOCK
ACCORDING TO THE MAP, PLAT AND/OR DEDICATION
DEED THEREOF RECORDED IN VOLUME 251, PAGE 300
DEED RECORDS OF LUBBOCK COUNTY, TEXAS

NORTH

SCALE: 1"=20'




METES AND BOUNDS DESCRIPTION of a 0.0762-acre tract of land being a portion of Lots 6 and 7, Block 1, Maddox Addition to the City of Lubbock according to the map, plat, and/or dedication deed thereof recorded in Volume 251, Page 300, Deed Records of Lubbock County, Texas, said 0.0762-acre tract being further described as follows:

BEGINNING at the original Northwest corner of said Lot 6, from which a 1/2" iron rod found bears N. 88°10'32" W. a distance of 0.34 feet;

THENCE S. 88°10'32" E., with the North line of said Lot 6 a distance of 103.48 feet to a 1/2" iron rod found in the West right-of-way line of Detroit Avenue as described in that Agreed Judgement recorded in Volume 3746, Page 235, Real Property Records of Lubbock County, at the Northeast corner of this tract;

THENCE S. 01°35'06" W., along the West right-of-way line of said Detroit Avenue, a distance of 20.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for the most Easterly Southeast corner of this tract;

THENCE N. 88°10'32" W. a distance of 53.62 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for an "ell" corner of this tract;

THENCE S. 01°58'50" W. a distance of 25.00 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°10'32" W. a distance of 50.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in the West line of said Lot 7 for the Southwest corner of this tract;

THENCE N. 01°58'50" E., along the West line of said Lots 7 and 6 a distance of 45.00 feet to the Point of Beginning.

Bearings are relative to the Texas Coordinate System of 1983, North-Central Zone.

Surveyed on the ground,
September 9, 2021

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

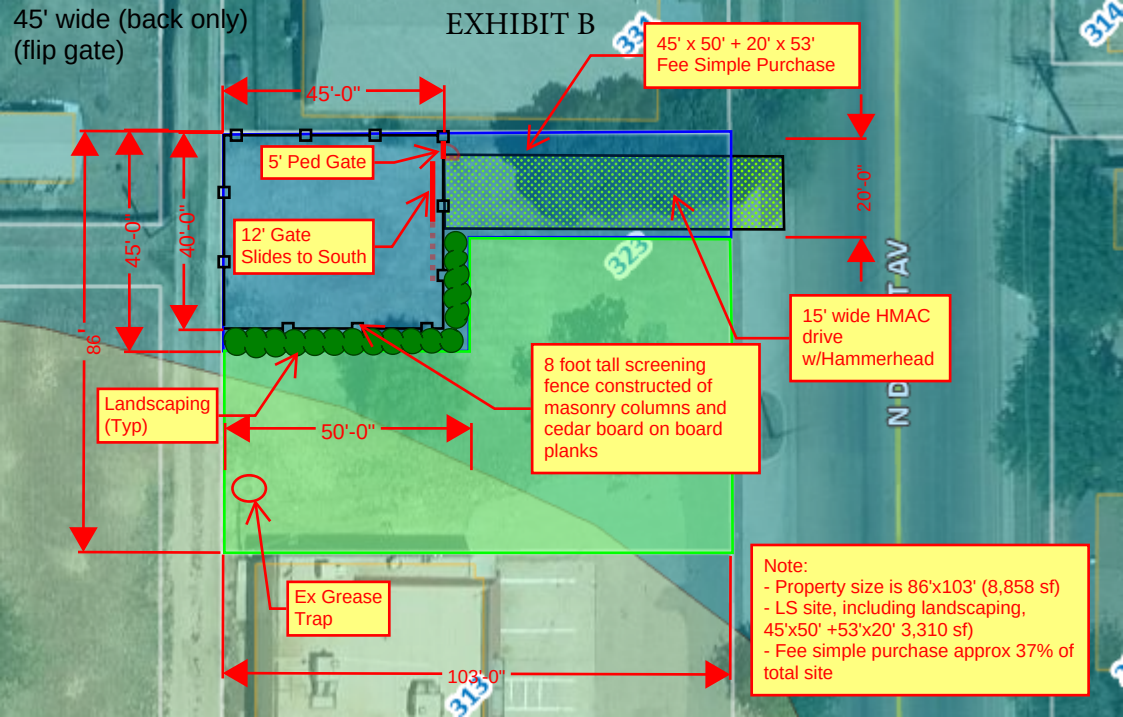
STATE OF TEXAS
REGISTERED
ROBERT A. CHRISTOPHER
5167
PROFESSIONAL
LAND SURVEYOR

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.

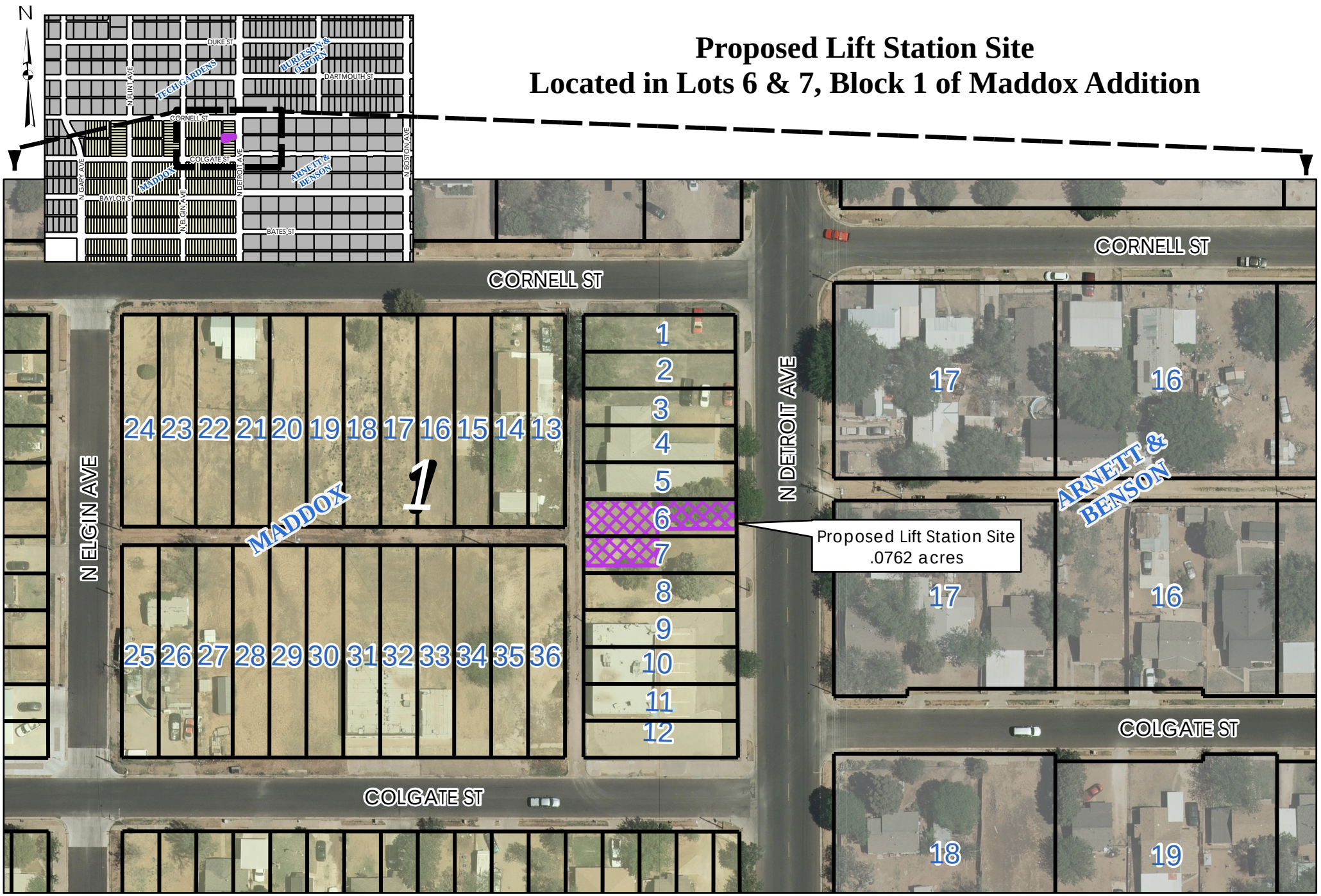
Copyright 2021, Hugo Reed and Associates, Inc.

● - FD. 1/2" I.R.
⊙ - SET 1/2" ROD w/CAP "HRA"
20211726 / RAC (BW)

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


45' wide (back only)
(flip gate)
EXHIBIT B
45' x 50' + 20' x 53'
Fee Simple Purchase
45'-0"
5' Ped Gate
12' Gate
Slides to South
45'-0"
40'-0"
86'
20'-0"
15' wide HMAC
drive
w/Hammerhead
8 foot tall screening
fence constructed of
masonry columns and
cedar board on board
planks
Landscaping
(Typ)
50'-0"
Ex Grease
Trap
103'-0"
Note:
- Property size is 86'x103' (8,858 sf)
- LS site, including landscaping, 45'x50' +53'x20' 3,310 sf)
- Fee simple purchase approx 37% of total site

# Proposed Lift Station Site
# Located in Lots 6 & 7, Block 1 of Maddox Addition




Feet

0 100 200 300 400 500

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

City of Lubbock TEXAS

**Digital Orthophotography - May 2021**

**City of Lubbock**
**Capital Project**
**Project Cost Detail**
**July 26, 2022**

| | |
|---|---|
| Capital Project Number: | 92591 |
| Capital Project Name: | Lift Station Rehabilitation |

| *Encumbered/Expended* | **Budget** |
|---|---|
| Staff Time | $ 602 |
| Professional Services | 144 |
| Sewer systems improvements | 41,447 |
| Design Contract 15757 with Freese and Nichols, Inc. | 183,798 |
| *Agenda Item July 26, 2022* | |
| Land Purchase Agreement, Lots 6 and 7, Block 1, Maddox A | 75,814 |
| ***Encumbered/Expended To Date*** | 301,805 |
| *Estimated Cost for Remaining Appropriation* | |
| Lift Station Rehabilitation | 138,195 |
| ***Remaining Appropriation*** | 138,195 |
| **Total Appropriation** | $ 440,000 |

*Project Name* **Lift Station Rehabilitation** *Project Number* **92591**

*Managing Department* **Waste Water Collection**

*Project Manager* **Mary Gonzales**

*Project Classification* **Replacement Facility**

*Project Status* **Approved**




*Project Scope*
RFQ oral presentation on 4/9/21.
Purchase and install new equipment and/or rehabilitate existing equipment, facility and piping system; and other major maintenance activities.

FY 2020-21 funding is for the rehabilitation of Lift Station #34 – North Detroit.

Start Date:8/1/20
Bid Date - Design:9/1/20
Award Date for Bid - Design:7/1/21
Project Start Date - Design:7/1/21
Project End Date - Design:7/1/22
Bid Date - Construction:8/1/22
Award Date for Bid - Construction:10/1/22
Project Start Date - Construction:12/2/22
Project End Date - Construction:12/1/23

*Project Justification*
Over time, gases and other materials commonly found in sewer lift stations cause a deterioration of building materials causing odors, sewer backups, and potential overflows/spills. Replacing aging wastewater infrastructure reduces emergency maintenance, system failures. and fines from the Texas Commission on Environmental Quality (TCEQ) due to sewer system overflows (SSOs).

*Project History*
RFQ closed on 2/24/21.
$1,040,000 was appropriated in the FY 2018-19 Budget, Ord. No. 2018-O0109, October 1, 2018.
$300,000 was appropriated in the FY 2019-20 Budget, Ord. No. 2019-O0129, October 1, 2019.
Reduced appropriation by $1,200,000 in FY 2019-20, BCR# 1920-09, July 8, 2020.
$100,000 was appropriated in the FY 2020-21 Budget, Ord. No. 2020-O0123, October 1, 2020.
$300,000 was appropriated in the FY 2021-22 Budget, Ord. No. 2021-O0126, October 1, 2021.

| | | | Unappropriated Planning Years | | | | | |
|---|---|---|---|---|---|---|---|---|
| *Appropriation Detail* | Appropriation to Date | FY 2021-22 | FY 2022-23 | FY 2023-24 | FY 2024-25 | FY 2025-26 | FY 2026-27 | Total Project Amount |
| Construction | 100,000 | 250,000 | 900,000 | 250,000 | 250,000 | 250,000 | 250,000 | 2,250,000 |
| Other Activities | 140,000 | 50,000 | 0 | 50,000 | 50,000 | 50,000 | 50,000 | 390,000 |
| **Total Project Appropriation** | 240,000 | 300,000 | 900,000 | 300,000 | 300,000 | 300,000 | 300,000 | 2,640,000 |

*Project Name* **Lift Station Rehabilitation** *Project Number* **92591**

| *Funding Detail* | Funding to Date | FY 2021-22 | Unappropriated Planning Years FY 2022-23 | FY 2023-24 | FY 2024-25 | FY 2025-26 | FY 2026-27 | Total Funding |
|---|---|---|---|---|---|---|---|---|
| FY 2017 Wastewater Cash | 140,000 | 0 | 0 | 0 | 0 | 0 | 0 | 140,000 |
| FY 2021 Water/Wastewater Cash | 100,000 | 0 | 0 | 0 | 0 | 0 | 0 | 100,000 |
| FY 2022 Water/Wastewater Cash | 0 | 300,000 | 0 | 0 | 0 | 0 | 0 | 300,000 |
| FY 2023 Water/Wastewater Cash | 0 | 0 | 900,000 | 0 | 0 | 0 | 0 | 900,000 |
| FY 2024 Water/Wastewater Cash | 0 | 0 | 0 | 300,000 | 0 | 0 | 0 | 300,000 |
| FY 2025 Water/Wastewater Cash | 0 | 0 | 0 | 0 | 300,000 | 0 | 0 | 300,000 |
| FY 2026 Water/Wastewater Cash | 0 | 0 | 0 | 0 | 0 | 300,000 | 0 | 300,000 |
| FY 2027 Water/Wastewater Cash | 0 | 0 | 0 | 0 | 0 | 0 | 300,000 | 300,000 |
| **Total Funding Sources** | 240,000 | 300,000 | 900,000 | 300,000 | 300,000 | 300,000 | 300,000 | 2,640,000 |

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

## Information

### Agenda Item

**Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing a portion of 149th Street right-of-way located south of Lot 7, Sedona Addition, Lubbock County, Texas.

### Item Summary

The City of Lubbock is in receipt of a request to abandon and close a 5-foot portion of excess right-of-way in 149th Street located south of Lot 7, Sedona Addition, at 14812 Miami Avenue.

The total area being closed is 498 square feet of 149th Street. It is valued at $6.17 per square foot based on adjacent property land values, for a total of $3,072.66 due to the City of Lubbock.

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

### Fiscal Impact

$3,072.66 revenue to General Fund

### Staff/Board Recommending

Jesica McEachern, Assistant City Manager

## Attachments

Ordinance - Closure 5' Portion of 149th Street - Sedona

Map - Lot 7, Sedona Addition

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF 149TH STREET RIGHT-OF-WAY LOCATED SOUTH OF LOT 7, SEDONA ADDITION, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the street right-of-way hereinafter described in the body of this Ordinance is no longer needed for street right-of-way purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for street right-of-way purposes and for public use; NOW THEREFORE:

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

SECTION 1. THAT the street right-of-way as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for street right-of-way purposes and for public use, such street right-of-way being more particularly described in the attached Exhibit "A".

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

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

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

AND IT IS SO ORDERED.

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

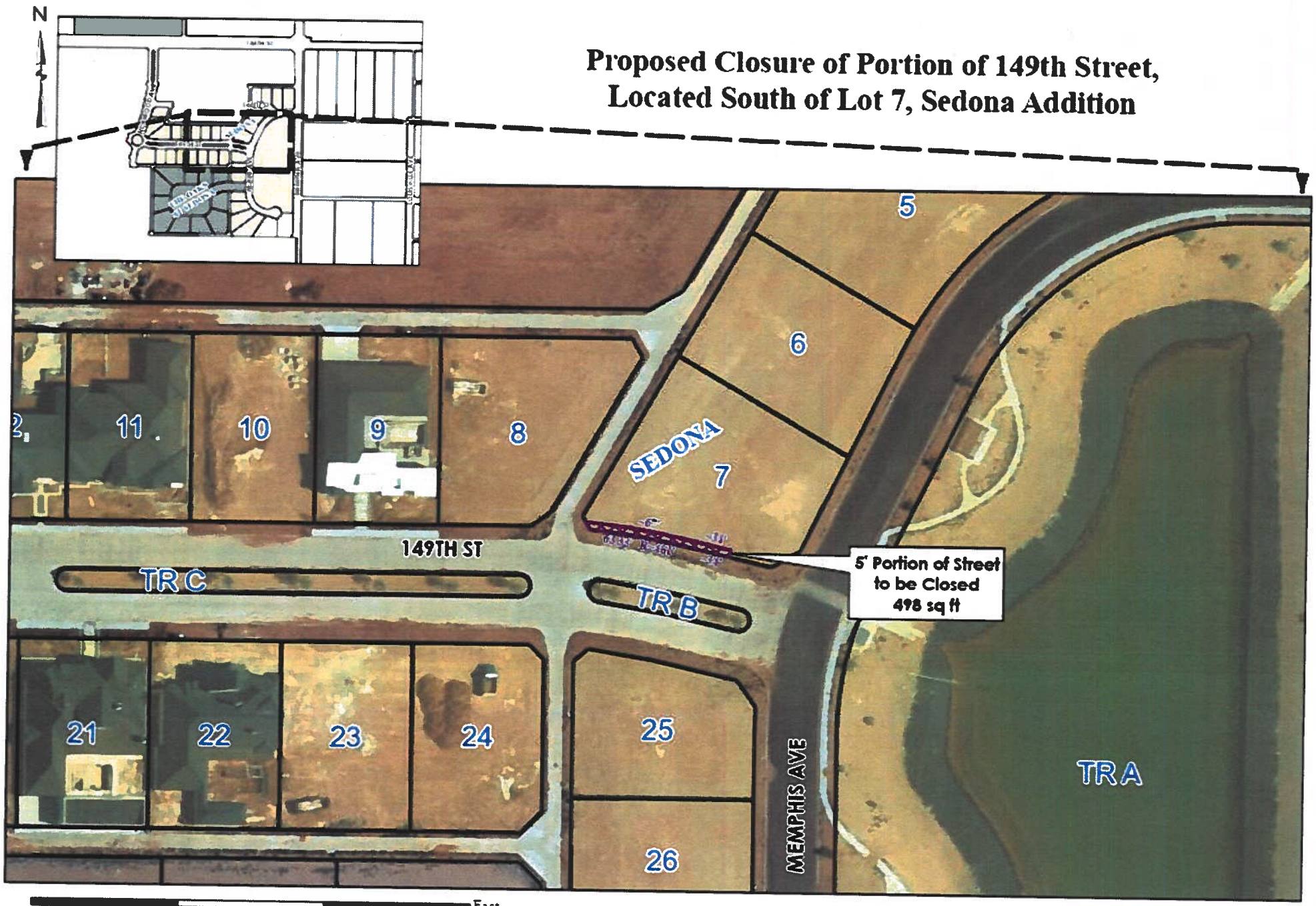
Michael Keenum, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

Ord.A&C-Street ROW, Lot 7, Sedona Addition
6.24.22

# Proposed Closure of Portion of 149th Street, Located South of Lot 7, Sedona Addition

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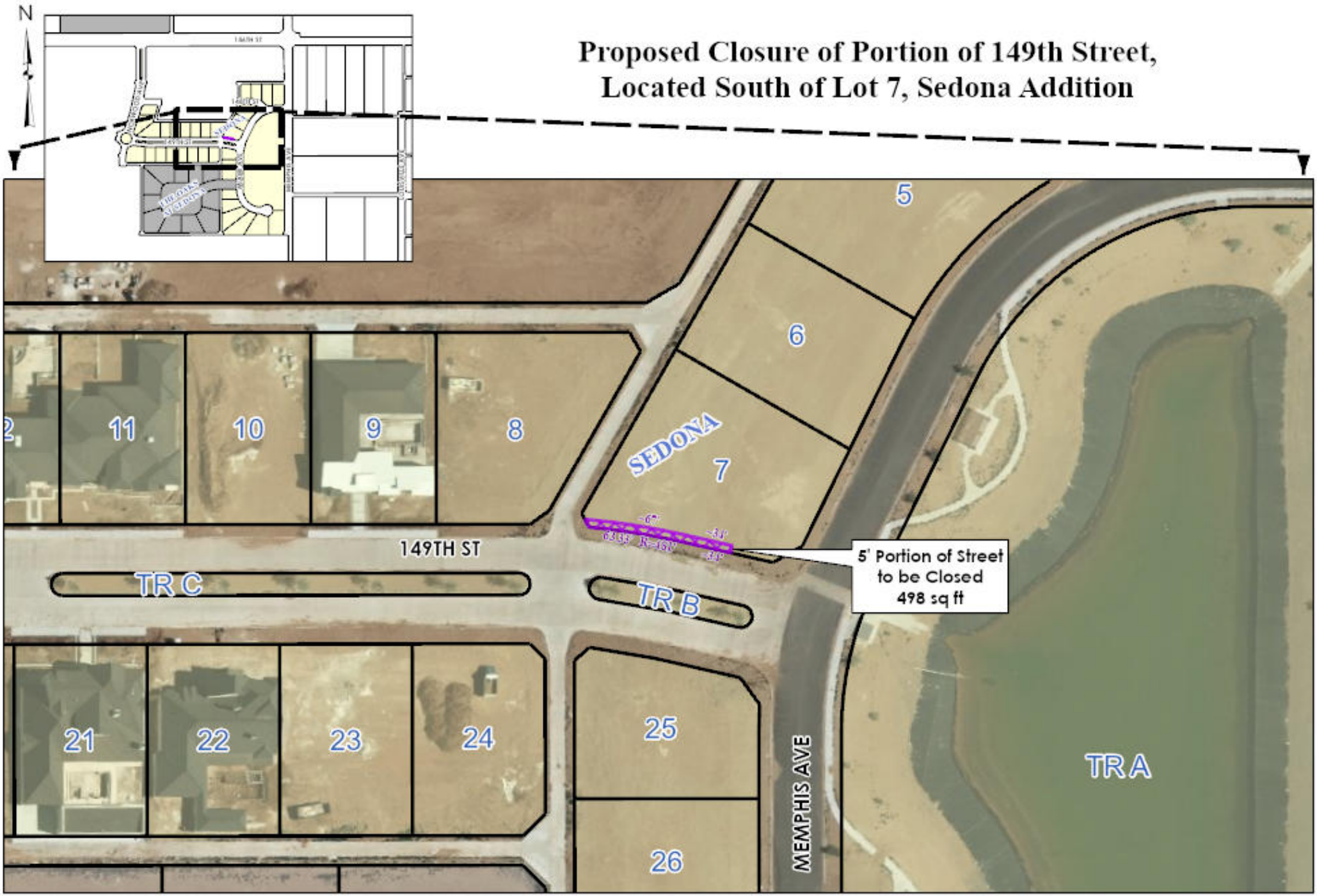
City of Lubbock TEXAS

Digital Orthophotography - May 2021

# Proposed Closure of Portion of 149th Street, Located South of Lot 7, Sedona Addition

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City of Lubbock TEXAS

Digital Orthophotography - May 2021

## Information

### Agenda Item

**Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Street Use License to LBK Texas Construction & Roofing, L.L.C., located in Lot 10, Block 5, Nelson Heights Addition, 1118 42nd Street, Lubbock County, Texas.

### Item Summary

This Street Use License is to use a portion of a dedicated street for the encroachment of an existing storm shelter cellar into Avenue L, located in Lot 10 Block 5, Nelson Heights Addition.

The term of the license is for five (5) years and automatically extends for successive 5-year terms not to exceed 20 years, unless either party shall give written notice of termination to the other party. The license fee for each five-year period is $500.00 paid in advance, pursuant to current city policy.

### Fiscal Impact

$500.00 Revenue to the General Fund every 5 years

### Staff/Board Recommending

Jesica McEachern, Assistant City Manager

## Attachments

Resolution - LBK Texas Construction & Roofing

Street Use License - LBK Texas Construction & Roofing LLC

**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 Street Use License by and between the City of Lubbock and the LBK Texas Construction & Roofing LLC, and related documents. Said License 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:**

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

**APPROVED AS TO FORM:**

_____
Ryan Brooke, Assistant City Attorney

ccdocs/RES.Street Use License-LBK Texas Construction & Roofing LLC
6.24.22

# STREET USE LICENSE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This License made this _____ day of _____, 2022, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, and **LBK Texas Construction & Roofing LLC,** hereinafter called "LICENSEE."

WITNESSETH:

Subject to the terms, conditions, and provisions herein, the **CITY OF LUBBOCK** does hereby grant to the LICENSEE, the right, privilege and License to use a portion of dedicated street for a storm shelter cellar, and being further described in Exhibit "A."

The term of this License shall be for five (5) years from date hereof, and shall be automatically extended for successive five (5) year terms not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party before the expiration of the first, second or third five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **11609 CR 2300, Ste. #103, Lubbock, Texas 79423,** or the last known address of LICENSEE.

Upon the expiration or cancellation and revocation of this License by the CITY OF LUBBOCK, or the abandonment of this License by the LICENSEE, the improvements that are permitted under this License shall be removed by the LICENSEE and the property shall be restored to its original condition at no cost or expense to the CITY OF LUBBOCK. In the event LICENSEE fails or refuses to remove such improvements after demand by the CITY OF LUBBOCK, the CITY OF LUBBOCK shall take possession and remove or cause to be removed such improvements, and the expense incurred shall be assessed against LICENSEE, for which LICENSEE shall be liable.

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of FIVE HUNDRED AND NO/100 ($500.00) cash in advance contemporaneously with the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

2. The LICENSEE agrees to pay all costs arising out of the exercise of this License herein granted including, but not limited to, the cost of cleanup of any oil, hazardous substance, or other material, the replacement and repair of paving, sidewalks and utilities of any nature damaged as a result of the construction authorized by the License.

3. In the event the CITY OF LUBBOCK determines that the License herein granted interferes with or causes the rerouting or realignment of any public utility, franchised utility or sanitary or storm sewer line constructed or to be constructed by the CITY OF LUBBOCK or franchised utility, LICENSEE agrees to reimburse the CITY OF LUBBOCK or such utility, as the case may be, for its expense in relocating or rerouting over and above the expense which would have been incurred except for LICENSEE'S use herein.

4. This License is not transferable by the LICENSEE without first receiving the written consent of the City Manager of the CITY OF LUBBOCK.

5. This License is made subject to the condition that should the LICENSEE exercise any right under this License and prepare or begin or complete any part of the construction as herein contemplated across any or all of the above described property, then and in that event, said LICENSEE, its successors and assigns, will at all time defend, indemnify and otherwise hold the CITY OF LUBBOCK, its agents, servants and employees harmless from any and all claims, demands, actions, causes of action and suits at law or in equity of whatsoever kind or nature which may grow out of or be related to the making of this License or the construction or maintenance use permitted herein. The CITY OF LUBBOCK, at its option, may require an agreement with any contractors hired by LICENSEE to perform the construction, repair or maintenance permitted herein, which agreement will indemnify the CITY OF LUBBOCK from and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractors. The CITY OF LUBBOCK may further require any of said contractors, when engaged in the construction, repair or maintenance permitted herein, to furnish, without expense to the CITY OF LUBBOCK, a reliable surety bond, in an amount and in a form satisfactory to the said CITY OF LUBBOCK, guaranteeing the faithful performance of all the terms, covenants and conditions contained in said agreement, and a certified copy of a policy of public liability insurance assumed by said contractors in said agreement with the CITY OF LUBBOCK. The CITY OF LUBBOCK agrees to give notice to LICENSEE prior to incurring any costs or expenses or the payment of any such claims or demands in order to give LICENSEE a reasonable opportunity to settle or adjust the same.

6. LICENSEE agrees and is required to furnish a policy of public liability and property damage insurance within limits specified by and in a form satisfactory to the City Attorney for the CITY OF LUBBOCK, and which names the CITY OF LUBBOCK as the insured, said policy covering the uses herein granted.

General Liability Insurance. Owner shall maintain general liability insurance with a combined single limit of a minimum of $100,000 per occurrence and such insurance shall include the following:

- Bodily Injury and Property Damage
- Broad Form Contractual Liability

Owner shall provide a Certificate of Insurance to the City of Lubbock as evidence of the required insurance coverage. The Certificate will provide 30 days notice of cancellation. Such Certificate of Insurance shall name the City of Lubbock as an additional insured and must include wording which states that the policy shall be primary with respect to any insurance carried by City of Lubbock and be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

7. All of the covenants and provisions of this License shall be binding upon and inure to the benefit of the successors, legal representatives, assigns and the duly authorized agents and contractors of the parties hereto to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by the LICENSEE, its successors or assigns shall be binding upon the CITY OF LUBBOCK without the consent of the CITY OF LUBBOCK in each instance, except as specified in numbered paragraph four (4).

8. LICENSEE, by the acceptance of the uses permitted herein, understands and agrees that no interest, title or rights of possession are intended or implied except those expressly set forth herein, and LICENSEE waives any and all claims in and to the public way it is permitted to use hereby and agrees to give peaceful possession of said property covered herein upon termination or cancellation of this license. No interest for real property is conveyed or granted by this License.

9. The CITY OF LUBBOCK 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 OF LUBBOCK 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.

AGREED TO AND ACCEPTED this _____ day of _____, 2022.

**CITY OF LUBBOCK**:

_____
TRAY PAYNE, MAYOR

**LBK Texas Construction & Roofing LLC**:

By: Gladhys C. Bujanda

Printed Name: Gladhys C. Bujanda

Title: Member

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Tray Payne,** Mayor of the City of Lubbock, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she 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 _____ day of _____, 2022.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF Lubbock §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Gladhys C. BuJanda known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as an act and deed of said **LBK Texas Construction and Roofing LLC.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of July, 2022.

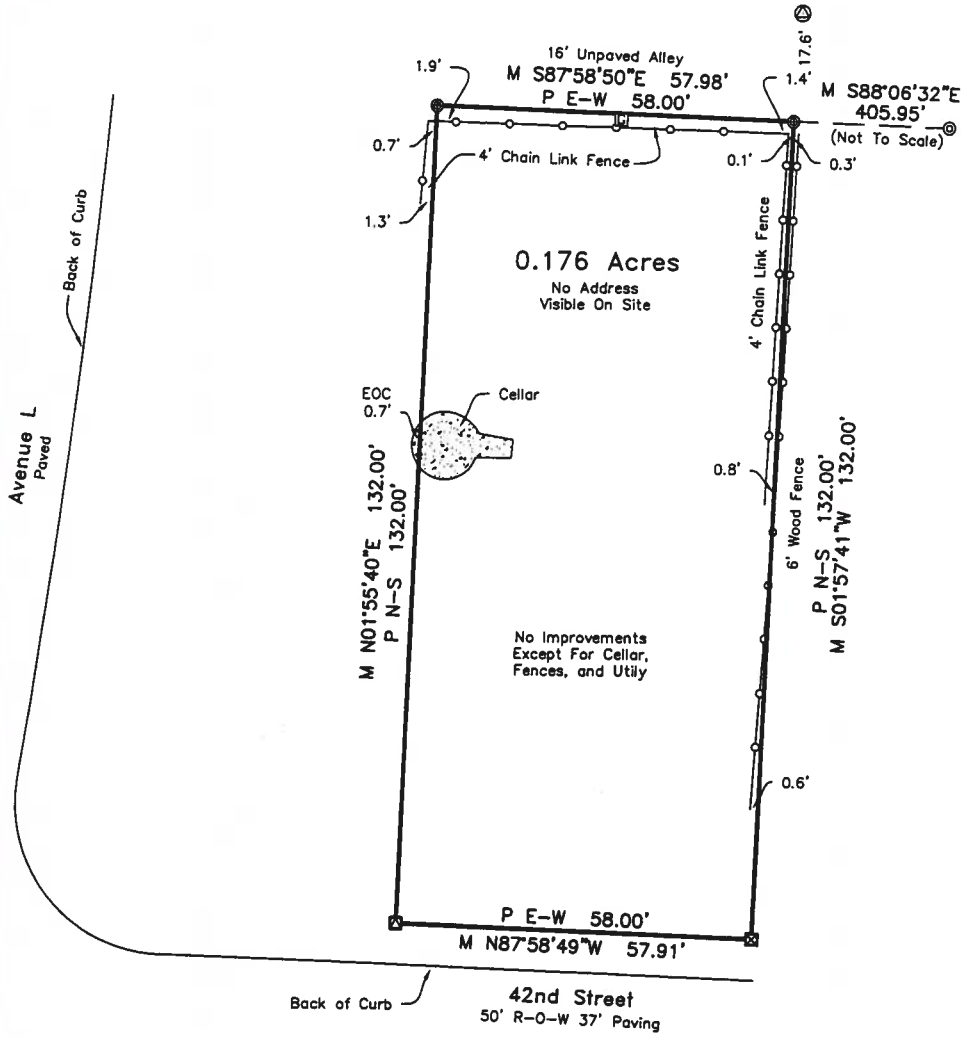
Belen Gomez
Notary Public in and for the State of Texas
My Commission Expires: 10-13-2023

BELEN GOMEZ
Notary Public, State of Texas
Notary ID# 12928478-7
My Commission Expires 10-13-2023

# Lot Survey

LOT TEN (10), BLOCK FIVE (5), NELSON HEIGHTS, an Addition to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 325, Page 139 of the Deed Records of Lubbock County, Texas

1118 42nd Street
(Address Not Observed On Site)




- Fd. 3/4" Iron Pipe
- Fd. 1/2" Iron Pipe
- Fd. 1/2" Rod With Yelloe Cap
- Fd. Nail
- Set 1/2" Rod With Green Cap
- Gas Meter
- Concrete

Scale: 1"=20'

Surveyed For:
Lubbock Texas
Construction

Surveyor's Report

This Plat is based on a survey made on the ground May 3, 2022.

Monuments shown as found on this survey were accepted by this surveyor as controlling evidence due to substantial agreement with Record Documents and are not considered as Monuments of Record Dignity unless so noted.

No Substantial Discrepancies between Record Documents and conditions as found on the ground were uncovered on this survey unless noted.

Easement locations and adjoining property lines are based on the Recorded Plat as noted in the Survey Title unless noted otherwise.

Measured Bearings are based on the Texas North Central Zone Coordinate System. NAD 83.

STATE OF TEXAS
REGISTERED
J.M. CIESZINSKI
4460
PROFESSIONAL
LAND SURVEYOR

J.M. CIESZINSKI, RPLS # 4460

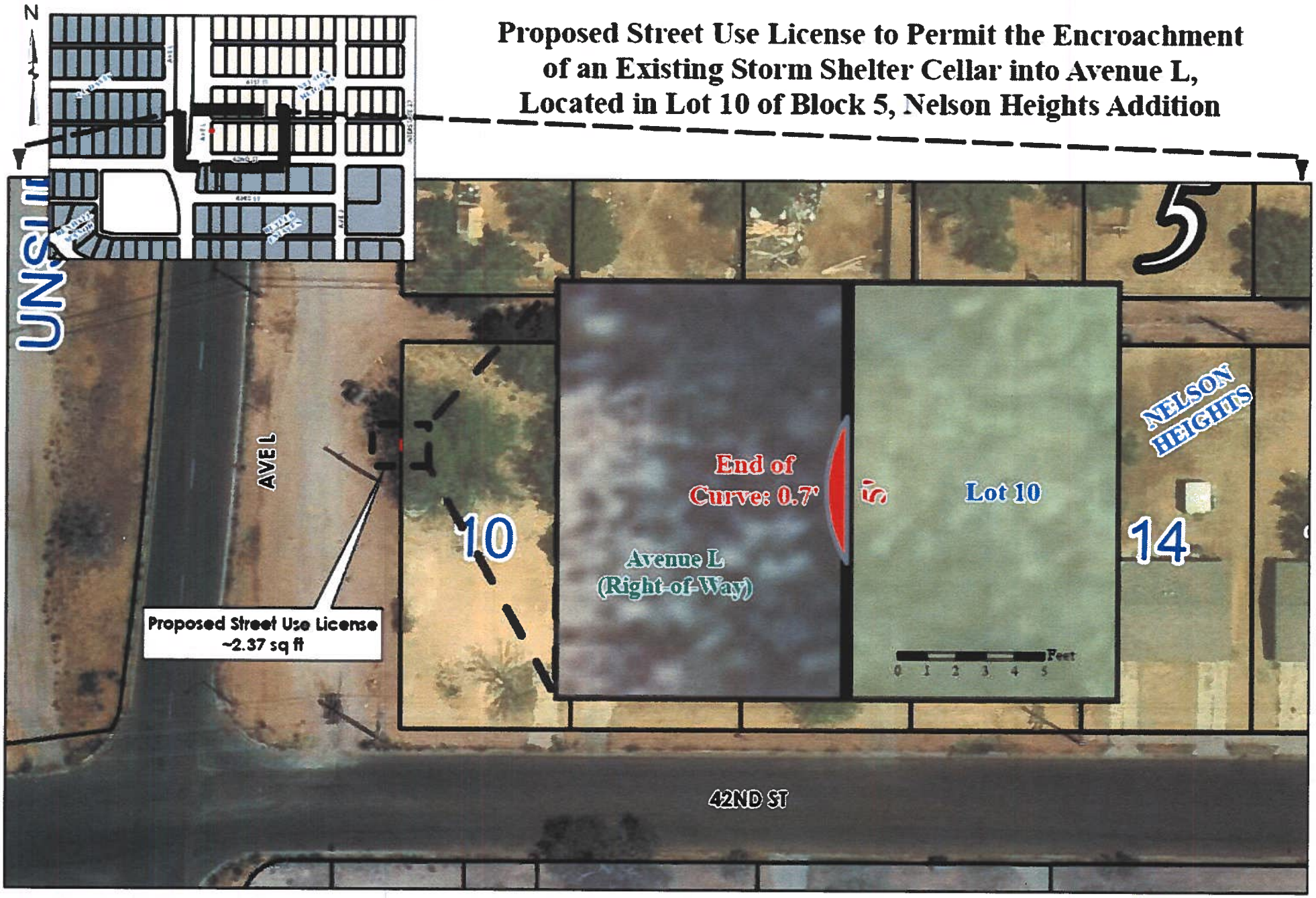
PLAT SHOWN AS SURVEYED ON THE GROUND

May 4, 2022


ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7670
Count on It

TEXAS SURVEYING FIRM NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368

# Proposed Street Use License to Permit the Encroachment of an Existing Storm Shelter Cellar into Avenue L, Located in Lot 10 of Block 5, Nelson Heights Addition




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

City of Lubbock

Digital Orthophotography - May 2021

AI# 10877
Regular City Council Meeting 5. 8.
07/26/2022:

## Information

### Agenda Item

**Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Advanced Funding Agreement Contract 15495 for the widening of 114th Street from Quaker Avenue to Indiana Avenue, with the Texas Department of Transportation.

### Item Summary

On September 20, 2020, the City Council authorized an Advanced Funding Agreement (AFA) Contract No. 15496 between the City of Lubbock and the Texas Department of Transportation (TxDOT) for widening 114th Street from Quaker Avenue to Indiana Avenue.

On November 16, 2021, the City Council authorized Amendment No. 1 to the AFA, for reimbursing TxDOT for the cost of relocating an existing 16-inch water line in the amount of $126,400.

Due to an increase in material and labor prices, this Amendment No. 2 to the AFA will increase the total budget price from the initial AFA of $9,700,000 for construction to $13,300,000. The Metropolitan Planning Organization will provide 80% of the funding for this increase and the City of Lubbock's financial responsibility will be the remaining 20%. Attachment C, Project Budget, reflects the revised project budget which increased by $124,278.00 for the water main construction and $3,600,000.00 for the roadway construction.

### Fiscal Impact

This contract amendment is in the amount of $844,278.00 and is funded in Capital Improvements Project 92737, 114th Street from Quaker Avenue to Indiana Avenue.

### Staff/Board Recommending

Jesica McEachern, Assistant City Manager

## Attachments

Resolution
AFA Amendment No.2
AFA Contract
AFA Amendment No.1
Location Exhibit
CIP Spreadsheet
CIP Detail

# RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 2 to the Advanced Funding Agreement Contract No. 15496 for the widening of 114th Street from Quaker Avenue to Indiana Avenue, by and between the City of Lubbock and the Texas Department of Transportation, 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:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Amend #2 to AFA 15496
7.8.22

CSJ # *0905-06-118*
District # *05 Lubbock*
Code Chart 64 # *25650*
Project: *114th Street-Quaker to Indiana*

Federal Highway Administration
CFDA Title: *Highway Planning and Construction*
CFDA No.: *20.205*
Not Research and Development

**STATE OF TEXAS** §

**COUNTY OF TRAVIS** §

**ADVANCE FUNDING AGREEMENT**
**AMENDMENT #02**

**THIS AMENDMENT** is made by and between the State of Texas, acting through the **Texas Department of Transportation**, called the State, and the **City of Lubbock**, acting by and through its duly authorized officials, called the Local Government.

**W I T N E S S E T H**

**WHEREAS**, the State and the Local Government executed a contract on November 10th of 2020 to effectuate their agreement for Advance Funding for the STP-MM Reconstruction Project Off-System; and,

**WHEREAS**, it has become necessary to amend that contract;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

**A G R E E M E N T**

**1. Description of Amended Items**

**III. Attachment C, Project Budget,** is hereby deleted in its entirety and replaced with Attachment C-2, which is attached to this amendment. The project budget increased by $124,278.00 for the water main construction and increased by $3,600,000.00 for the roadway construction.

All other provisions of the original contract are unchanged and remain in full force and effect.

## 2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this amendment on the date stated under that party's signature.

**THE STATE OF TEXAS**

Signature

Kenneth Stewart
Typed or Printed Name

Director of Contract Services
Typed or Printed Title

Date

**THE LOCAL GOVERNMENT**

Signature

Tray Payne
Typed or Printed Name

Mayor
Typed or Printed Title

Date

ATTEST:

Rebecca Garza, City Secretary

Date

APPROVED AS TO CONTENT:

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

Date

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Date

CSJ # *0905-06-118*
District # *05 Lubbock*
Code Chart 64 # *25650*
Project: *114th Street-Quaker to Indiana*

Federal Highway Administration
CFDA Title: *Highway Planning and Construction*
CFDA No.: *20.205*
Not Research and Development

# ATTACHMENT C-2
## PROJECT BUDGET

Except for Indirect State Costs, all other Costs will be allocated based on **80%** Federal Funding and **20%** Local Government funding until the federal funding reaches the maximum Obligation amount. The Local Government will then be responsible for **100%** of the cost.

| Description | Total Estimated Cost | Federal Participation | | State Participation | | Local Participation | |
|---|---|---|---|---|---|---|---|
| | | % | Cost | % | Cost | % | Cost |
| Construction (by State) | $13,300,000.00 | 80.00% | $10,640,000.00 | 0.00% | $0 | 20.00% | $2,660,000.00 |
| Water Main Construction (by State) | $244,278.00 | 0.00% | $0.00 | 0.00% | $0 | 100.00% | $244,278.00 |
| Subtotal | $13,544,278.00 | 80.00% | $10,640,000.00 | 0.00% | $0 | 20.00% | $2,904,278.00 |
| Environmental Direct State Costs | $87,300.00 | 80.00% | $69,840.00 | 0.00% | $0 | 20.00% | $17,460.00 |
| Right of Way Direct State Costs | $43,700.00 | 80.00% | $34,960.00 | 0.00% | $0 | 20.00% | $8,740.00 |
| Engineering Direct State Costs | $388,000.00 | 80.00% | $310,400.00 | 0.00% | $0 | 20.00% | $77,600.00 |
| Utility Direct State Costs | $43,700.00 | 80.00% | $34,960.00 | 0.00% | $0 | 20.00% | $8,740.00 |
| Construction Direct State Costs | $1,121,400.00 | 80.00% | $897,120.00 | 0.00% | $0 | 20.00% | $224,280.00 |
| Indirect State Costs | $76,200.00 | 0.00% | $0.00 | 0.00% | $0 | 100.00% | $76,200.00 |
| Subtotal | $1,760,300.00 | 80.00% | $1,347,280.00 | 0.00% | $0 | 20.00% | $413,020.00 |
| **TOTAL** | **$15,304,578.00** | **80.00%** | **$11,987,280.00** | **0.00%** | **$0** | **20.00%** | **$3,317,298.00** |

Initial payment by the Local Government to the State: $188,740.00
First Payment by the Local Government to the State before construction: $2,284,280.00
Second Payment by the Local Government to the State before construction: $844,278.00
Estimated total payment by the Local Government to the State: $3,193,020.00
This is an estimate. The total amount of Local Government participation will be based on actual costs.

Resolution No. 2020-R0317

Item No. 7.4

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, an Advance Funding Agreement, Contract No. 15496, by and between the City of Lubbock and the State of Texas acting through the Texas Department of Transportation (TxDOT) for the widening of 114th Street, from Quaker Avenue to Indiana Avenue. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on September 22, 2020.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/RES.AFA 114th Quaker & Indiana
09.04.20

| TxDOT: | | | Federal Highway Administration: | |
|---|---|---|---|---|
| CSJ # | 0905-06-118 | | CFDA No. | 20.205 |
| District # | 05 Lubbock | | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 25650 | | | |
| Project Name | 114th Street- Quaker to Indiana | | *AFA Not Used For Research & Development* | |

**STATE OF TEXAS** §

**COUNTY OF TRAVIS** §

# ADVANCE FUNDING AGREEMENT
# For
# STP-MM Reconstruction Project
# Off-System

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Lubbock**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

## WITNESSETH

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **the construction of 114th Street from Quaker Avenue to Indiana Avenue.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **09/22/2020**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

| TxDOT: | | | Federal Highway Administration: | |
|---|---|---|---|---|
| CSJ # | 0905-06-118 | | CFDA No. | 20.205 |
| District # | 05 Lubbock | | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 25650 | | | |
| Project Name | 114th Street- Quaker to Indiana | | *AFA Not Used For Research & Development* | |

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

## AGREEMENT

**1. Responsible Parties:**
For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

| | | | |
|---|---|---|---|
| 1 | **N/A** | Utilities | Article 8 |
| 2. | **N/A** | Environmental Assessment and Mitigation | Article 9 |
| 3. | **N/A** | Architectural and Engineering Services | Article 11 |
| 4. | **State** | Construction Responsibilities | Article 12 |
| 5. | **N/A** | Right of Way and Real Property | Article 14 |

**2. Period of the Agreement**
This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

**3. Scope of Work**
**The scope of work for the Project consists of the construction of 114th Street, from Quaker Avenue to Indiana Avenue, widening of a non-freeway, in Lubbock, Texas as shown on Attachment B.**

**4. Project Sources and Uses of Funds**
**The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.**

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.

F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local

Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

**5. Termination of This Agreement**

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;
B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

**6. Amendments**

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

**7. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

**8. Utilities**

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

**9. Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

**10. Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**11. Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

**12. Construction Responsibilities**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any

change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

**13. Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

**14. Right of Way and Real Property**

**The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.**

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq.,

including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title,

and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

i. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

**15. Insurance**

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**16. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

| **Local Government:** | **State:** |
|---|---|
| City of Lubbock<br>ATTN: City Engineer<br>P.O. Box 2000<br>Lubbock, TX 79457 | Texas Department of Transportation<br>ATTN: Director of Contract Services<br>125 E. 11th Street<br>Austin, TX 78701 |

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**17. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**18. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**19. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

**20. Compliance with Laws**

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**21. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**22. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

**24. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA

and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**25. Civil Rights Compliance**

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of

enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

**26. Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with

Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**27. Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

**28. Debarment Certifications**

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

**29. Lobbying Certification**

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**30. Federal Funding Accountability and Transparency Act Requirements**

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:
   1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
   2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
   3. Report the total compensation and names of its top five executives to the State if:
      i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
      ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**31. Single Audit Report**

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

**32. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

| TxDOT: | | | Federal Highway Administration: | |
|---|---|---|---|---|
| CSJ # | 0905-06-118 | | CFDA No. | 20.205 |
| District # | 05 Lubbock | | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 25650 | | | |
| Project Name | 114th Street- Quaker to Indiana | | *AFA Not Used For Research & Development* | |

Each party is signing this Agreement on the date stated under that party's signature.

**THE LOCAL GOVERNMENT**

Daniel M. Pope, Mayor

September 22, 2020
Date

ATTEST:
for
Rebecca Garza, City Secretary

September 22, 2020
Date

APPROVED AS TO CONTENT:

Michael G. Keenum, P.E., City Engineer

9/8/20
Date

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

9-4-20
Date

**THE STATE OF TEXAS**

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

| TxDOT: | | | Federal Highway Administration: | |
|---|---|---|---|---|
| CSJ # | 0905-06-118 | | CFDA No. | 20.205 |
| District # | 05 Lubbock | | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 25650 | | | |
| Project Name | 114th Street- Quaker to Indiana | | *AFA Not Used For Research & Development* | |

# ATTACHMENT A
## RESOLUTION, ORDINACE, OR COMMISSIONERS COURT ORDER

| TxDOT: | | | Federal Highway Administration: | |
|---|---|---|---|---|
| CSJ # | 0905-06-118 | | CFDA No. | 20.205 |
| District # | 05 Lubbock | | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 25650 | | | |
| Project Name | 114th Street- Quaker to Indiana | | *AFA Not Used For Research & Development* | |

# ATTACHMENT B
## LOCATION MAP SHOWING PROJECT



| TxDOT: | | | Federal Highway Administration: | |
|---|---|---|---|---|
| CSJ # | 0905-06-118 | | CFDA No. | 20.205 |
| District # | 05 Lubbock | | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 25650 | | | |
| Project Name | 114th Street- Quaker to Indiana | | *AFA Not Used For Research & Development* | |

# ATTACHMENT C
## PROJECT BUDGET

Except for Indirect State Costs, all other Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

| Description | Total Estimated Cost | Federal Participation | | State Participation | | Local Participation | |
|---|---|---|---|---|---|---|---|
| | | % | Cost | % | Cost | % | Cost |
| Construction (by State) | $9,700,000 | 80.00% | $7,760,000 | 0.00% | $0 | 20.00% | $1,940,000 |
| Subtotal | $9,700,000.00 | 80.00% | $7,760,000.00 | 0.00% | $0 | 20.00% | $1,940,000.00 |
| Environmental Direct State Costs | $87,300.00 | 80.00% | $69,840.00 | 0.00% | $0 | 20.00% | $17,460.00 |
| Right of Way Direct State Costs | $43,700.00 | 80.00% | $34,960.00 | 0.00% | $0 | 20.00% | $8,740.00 |
| Engineering Direct State Costs | $388,000.00 | 80.00% | $310,400.00 | 0.00% | $0 | 20.00% | $77,600.00 |
| Utility Direct State Costs | $43,700.00 | 80.00% | $34,960.00 | 0.00% | $0 | 20.00% | $8,740.00 |
| Construction Direct State Costs | $1,121,400.00 | 80.00% | $897,120.00 | 0.00% | $0 | 20.00% | $224,280.00 |
| Indirect State Costs | $76,200.00 | 0.00% | $0.00 | 0.00% | $0 | 100.00% | $76,200.00 |
| Subtotal | $1,760,300.00 | 80.00% | $1,347,280.00 | 0.00% | $0 | 20.00% | $413,020.00 |
| **TOTAL** | **$11,460,300.00** | **80.00%** | **$9,107,280.00** | **0.00%** | **$0** | **20.00%** | **$2,353,020.00** |

Initial payment by the Local Government to the State: $188,740
Payment by the Local Government to the State before construction: $2,164,280
Estimated total payment by the Local Government to the State: $2,353,020
This is an estimate. The total amount of Local Government participation will be based on actual costs.

DocuSign Envelope ID: 53D8A306-CF8C-4C5A-975C-B2805552FD2D

Resolution No. 2021-R0450
Item No. 6.5
November 16, 2021

**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 Advanced Funding Agreement Contract No. 15496 for the widening of 114th Street from Quaker Avenue to Indiana Avenue, by and between the City of Lubbock and the Texas Department of Transportation, 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 November 16, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

B Houston Jr. for JM

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/RES.Amend #1 to AFA 15496
11.16.21

| TxDOT: | | | Federal Highway Administration: | |
|---|---|---|---|---|
| CSJ # | 0905-06-118 | | CFDA No. | 20.205 |
| District # | 05 LBB | | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 25650 | | | |
| Project Name | 114th Street- UTL | | *AFA Not Used For Research & Development* | |

**STATE OF TEXAS** §

**COUNTY OF TRAVIS** §

# ADVANCE FUNDING AGREEMENT
# For
# STP – MM Reconstruction Project
# Off-System

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Lubbock**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **the construction of 114th Street from Quaker Avenue to Indiana Avenue.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **11/16/2021**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

| TxDOT: | | | Federal Highway Administration: | |
|---|---|---|---|---|
| CSJ # | 0905-06-118 | | CFDA No. | 20.205 |
| District # | 05 LBB | | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 25650 | | | |
| Project Name | 114th Street- UTL | | *AFA Not Used For Research & Development* | |

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

## AGREEMENT

**1. Responsible Parties:**

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

| | | | |
|---|---|---|---|
| 1 | **State** | Utilities | Article 8 |
| 2. | **N/A** | Environmental Assessment and Mitigation | Article 9 |
| 3. | **N/A** | Architectural and Engineering Services | Article 11 |
| 4. | **N/A** | Construction Responsibilities | Article 12 |
| 5. | **N/A** | Right of Way and Real Property | Article 14 |

**2. Period of the Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

**3. Scope of Work**

The scope of work for the Project consists of the relocation of an existing 16" waterline along 114th and under the proposed culvert during the construction of 114th Street, from Quaker Avenue to Indiana Avenue, widening of a non-freeway, in Lubbock, Texas as shown on Attachment B.

**4. Project Sources and Uses of Funds**

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

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B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.

F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for

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the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

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**5. Termination of This Agreement**

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

**6. Amendments**

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

**7. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

**8. Utilities**

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

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**9. Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

**10. Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**11. Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

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**12. Construction Responsibilities**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

**13. Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

**14. Right of Way and Real Property**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

**15. Insurance**

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide

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the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**16. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

| Local Government: | State: |
|---|---|
| City of Lubbock<br>ATTN: City Engineer<br>P.O. Box 2000<br>Lubbock, TX 79401 | Texas Department of Transportation<br>ATTN: Director of Contract Services<br>125 E. 11th Street<br>Austin, TX 78701 |

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**17. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**18. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**19. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

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**20. Compliance with Laws**

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**21. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**22. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

**24. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**25. Civil Rights Compliance**

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including

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procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

**26. Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

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A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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**27. Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

**28. Debarment Certifications**

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment

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and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

**29. Lobbying Certification**

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**30. Federal Funding Accountability and Transparency Act Requirements**

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject

| TxDOT: | | | Federal Highway Administration: | |
|---|---|---|---|---|
| CSJ # | 0905-06-118 | | CFDA No. | 20.205 |
| District # | 05 LBB | | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 25650 | | | |
| Project Name | 114th Street- UTL | | *AFA Not Used For Research & Development* | |

to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:
   1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
   2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
   3. Report the total compensation and names of its top five executives to the State if:
      i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
      ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**31. Single Audit Report**

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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| TxDOT: | | | Federal Highway Administration: | |
|---|---|---|---|---|
| CSJ # | 0905-06-118 | | CFDA No. | 20.205 |
| District # | 05 LBB | | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 25650 | | | |
| Project Name | 114th Street- UTL | | *AFA Not Used For Research & Development* | |

**32. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

**THE STATE OF TEXAS**

Signature

Kenneth Stewart
Typed or Printed Name

Director of Contract Services
Typed or Printed Title

Date

**THE LOCAL GOVERNMENT**

Signature

Daniel M. Pope
Typed or Printed Name

Mayor
Typed or Printed Title

November 16, 2021
Date

ATTEST:

Rebecca Garza, City Secretary

November 16, 2021
Date

APPROVED AS TO CONTENT:

Michael G. Keenum, P.E., City Engineer

11/11/21
Date

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

11-11-21
Date

DocuSign Envelope ID: 53D8A306-CF8C-4C5A-975C-B2805552FD2D

| TxDOT: | | | Federal Highway Administration: | |
|---|---|---|---|---|
| CSJ # | 0905-06-118 | | CFDA No. | 20.205 |
| District # | 05 LBB | | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 25650 | | | |
| Project Name | 114th Street- UTL | | *AFA Not Used For Research & Development* | |

# ATTACHMENT A
## RESOLUTION, ORDINACE, OR COMMISSIONERS COURT ORDER

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| TxDOT: | | | Federal Highway Administration: | |
|---|---|---|---|---|
| CSJ # | 0905-06-118 | | CFDA No. | 20.205 |
| District # | 05 LBB | | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 25650 | | | |
| Project Name | 114th Street- UTL | | *AFA Not Used For Research & Development* | |

# ATTACHMENT B
## LOCATION MAP SHOWING PROJECT



DocuSign Envelope ID: 53D8A306-CF8C-4C5A-975C-B2805552FD2D

| TxDOT: | | | Federal Highway Administration: | |
|---|---|---|---|---|
| CSJ # | 0905-06-118 | | CFDA No. | 20.205 |
| District # | 05 LBB | | CFDA Title | Highway Planning and Construction |
| Code Chart 64 # | 25650 | | | |
| Project Name | 114th Street- UTL | | *AFA Not Used For Research & Development* | |

# ATTACHMENT C
## PROJECT BUDGET

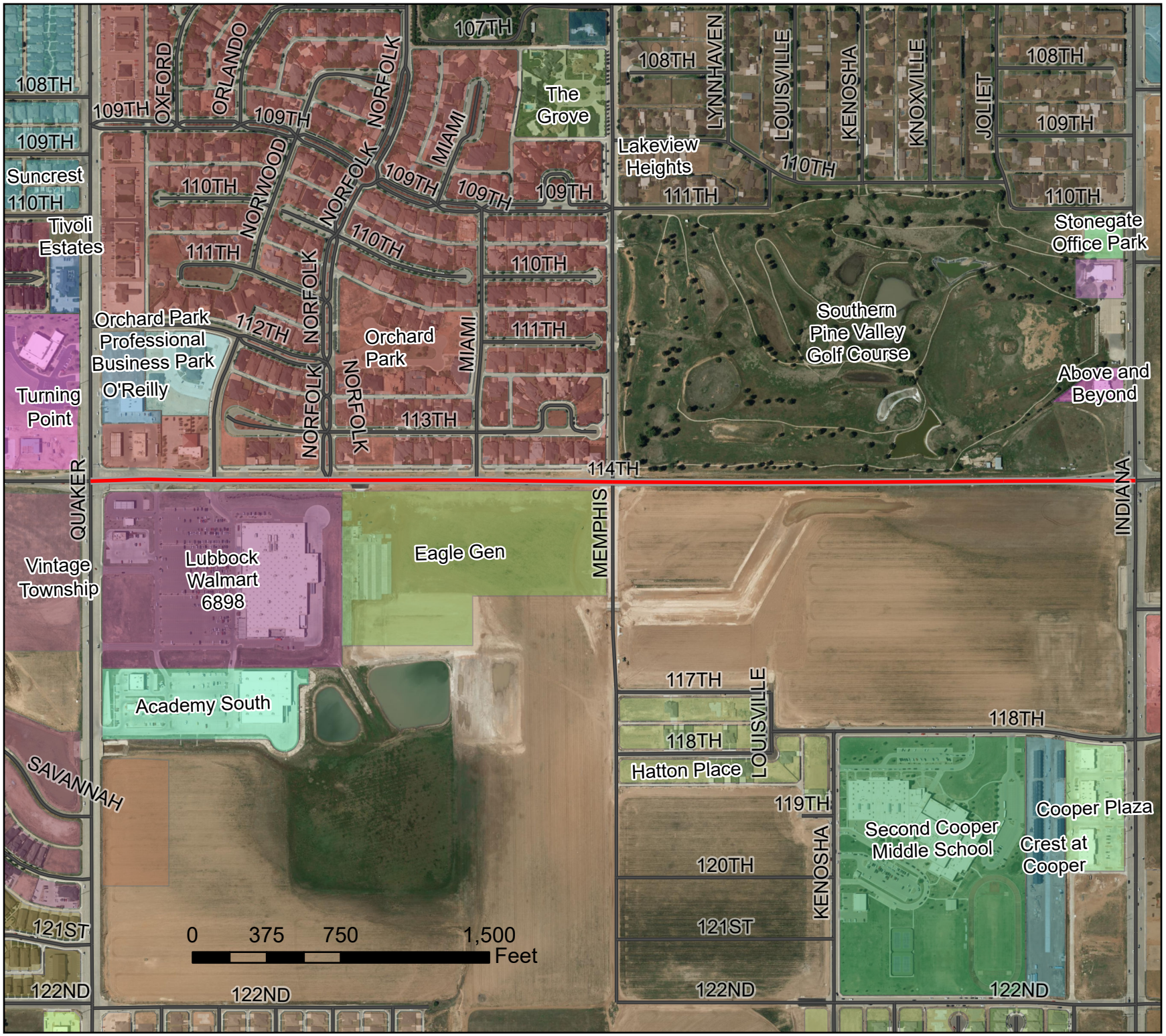
The Local Government will then be responsible for 100% of the costs.

| Description | Total Estimated Cost | Local Participation | |
|---|---|---|---|
| | | % | Cost |
| Construction (by State) | $120,000 | 100.00% | $120,000 |
| Subtotal | $120,000.00 | 100.00% | $120,000.00 |
| Environmental Direct State Costs | $1,100.00 | 100.00% | $1,100.00 |
| Engineering Direct State Costs | $2,000.00 | 100.00% | $2,000.00 |
| Utility Direct State Costs | $600.00 | 100.00% | $600.00 |
| Construction Direct State Costs | $2,400.00 | 100.00% | $2,400.00 |
| Indirect State Costs | $300.00 | 100.00% | $300.00 |
| Subtotal | $6,400.00 | 100.00% | $6,400.00 |
| **TOTAL** | **$126,400.00** | **100.00%** | **$126,400.00** |

Initial payment by the Local Government to the State: $6,400.00
Payment by the Local Government to the State before construction: $120,000.00
Estimated total payment by the Local Government to the State $126,400.00. This is an estimate. The final amount of Local Government participation will be based on actual costs.

# 114th Street

Indiana to Quaker




City of Lubbock TEXAS

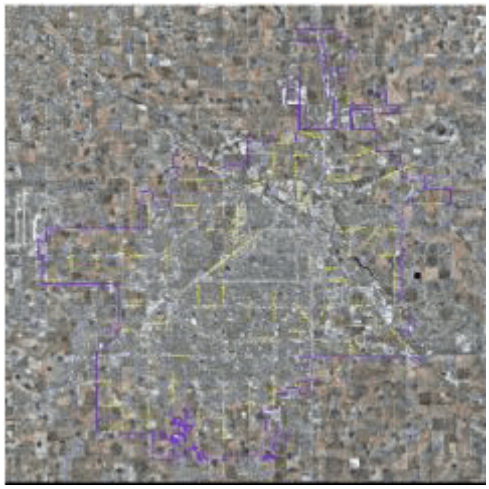
As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may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

**City of Lubbock, TX**
**Capital Project**
**July 26, 2022**

| | |
|---|---|
| Capital Project Number: | 92670 |
| Capital Project Name: | 114th Street Quaker Avenue to Indiana Avenue Design |
| Capital Project Number: | 92737 |
| Capital Project Name: | 114th Street Quaker Avenue to Indiana Avenue |
| Capital Project Number: | 92750 |
| Capital Project Name: | Water Lines Ahead of Street Paving FY 21 |

| | Budget | | |
|---|---|---|---|
| *Encumbered/Expended* | **92737** | **92670** | **92750** |
| PSA - Freese and Nichols, Inc. for Design - Contract | $ - | $ 894,150 | $ - |
| Staff Time | | 12,734 | 2,793 |
| Contract 15496 AFA with TxDOT | | 188,740 | |
| Amendment 1 for for Design Contract 15317 with FNI | | 48,172 | |
| Advanced Funding Agreement Amendment No.1 | 2,284,280 | | |
| Water System Improvements | | | 26,922 |
| *Agenda Item July 26, 2022* | | | |
| Advanced Funding Agreement Amendment No.2 | 665,163 | - | 117,878 |
| ***Encumbered/Expended To Date*** | 2,949,443 | 1,143,796 | 147,593 |
| *Estimated Costs for Remaining Appropriation* | | | |
| Construction | | | |
| ***Remaining Appropriation*** | 50,556.58 | 7,204.00 | 102,407.45 |
| **Total Appropriation** | $ 3,000,000 | $ 1,151,000 | $ 250,000 |

*Project Name* **114th Street - Quaker Avenue to Indiana Avenue** *Project Number* **92737**



*Managing Department* **Engineering**

*Project Manager* **Josh Kristinek**

*Project Classification* **New Roadways**

*Project Status* **Approved**

*Project Scope*

This roadway is designated on the 2018 Master Thoroughfare Plan to become a minor arterial. Improvements will also be made to the pedestrian elements as well as the street lighting and the drainage.

Design - Start Date: 4/3/2020
Design - Bid Date: 5/4/2020
Design - Award Date: 5/26/2020
Design - Project Start Date: 5/26/2020
Design - Project End Date: 5/26/2023
Construction - Bid Date: 10/1/2021
Construction - Award Date for Bid: 1/1/2022
Construction - Project Start Date: 3/1/2022
Construction - Project End Date: 3/1/2023

*Project Justification*

The City of Lubbock continues to strive to meet the transportation needs of its citizens. We must continue to anticipate the infrastructure needs for a growing populous in order to provide a safe and effective transportation system. Due to continued development in the area this roadway has become congested and the road bed itself is requiring constant maintenance in order to serve the traveling public. The MPO has approved this project to be included in its updated 10-year plan. Construction funding participation is scheduled to begin in TXDOT FY 2022.

*Project History*

| | | | Unappropriated Planning Years | | | | | |
|---|---|---|---|---|---|---|---|---|
| *Appropriation Detail* | Appropriation to Date | FY 2021-22 | FY 2022-23 | FY 2023-24 | FY 2024-25 | FY 2025-26 | FY 2026-27 | Total Project Amount |
| Construction | 0 | 3,000,000 | 0 | 0 | 0 | 0 | 0 | 3,000,000 |
| **Total Project Appropriation** | 0 | 3,000,000 | 0 | 0 | 0 | 0 | 0 | 3,000,000 |

| | | | Unappropriated Planning Years | | | | | |
|---|---|---|---|---|---|---|---|---|
| *Funding Detail* | Funding to Date | FY 2021-22 | FY 2022-23 | FY 2023-24 | FY 2024-25 | FY 2025-26 | FY 2026-27 | Total Funding |
| FY 2022 Tax Supported Revenue CO's | 0 | 3,000,000 | 0 | 0 | 0 | 0 | 0 | 3,000,000 |
| **Total Funding Sources** | 0 | 3,000,000 | 0 | 0 | 0 | 0 | 0 | 3,000,000 |

*Project Name* **114th Street - Quaker Avenue to Indiana Avenue** *Project Number* **92737**

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

AI# 10857
Regular City Council Meeting 5. 9.
07/26/2022:

## Information

### Agenda Item

**Resolution - Stormwater Compliance:** Consider a resolution authorizing the Mayor to execute Service Contract 16575, with Center Point, for mowing at Day Estates Detention Basin located at 5850 98th Street.

### Item Summary

This maintenance contract includes mowing, edging, trimming, litter and debris disposal, and cleanup along with photographic documentation for the Stormwater Detention Basin located at 5850 98th Street, Day Estates, Tract D, Lubbock, Texas. This contract will include seven total mowings from approximately April through October. The contract shall be for a term of one year, with the option of four, one-year extensions.

In response to ITB 22-16575-YB, three vendors submitted bids on June 23, 2022, and were as follows:

| Contractor | Amount |
|---|---|
| Center Point, Shallowater, TX | $10,325 |
| Cleaning Services of Lubbock, Farwell, TX | $20,650 |
| Erlys Janitorial Services, Lubbock, TX | $19,880 |

Staff recommends award to the lowest bidder, Center Point, for $10,325 annually.

### Fiscal Impact

This contract amount of $51,625 over 5 years ($10,325 annually) is funded in the Operating budget of Cost Center 6511, Stormwater Utility.

### Staff/Board Recommending

Jesica McEachern, Assistant City Manager

## Attachments

Resolution
Location Exhibit - Mowing Contract_Day Estates Tr D
Contract - Day Estate Mowing
Project Summary - Mowing Contract 16575

# 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. 16575 for Day Estates detention basin mowing as per ITB 22-16575-YB, by and between the City of Lubbock and Center Point of Shallowater, 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:

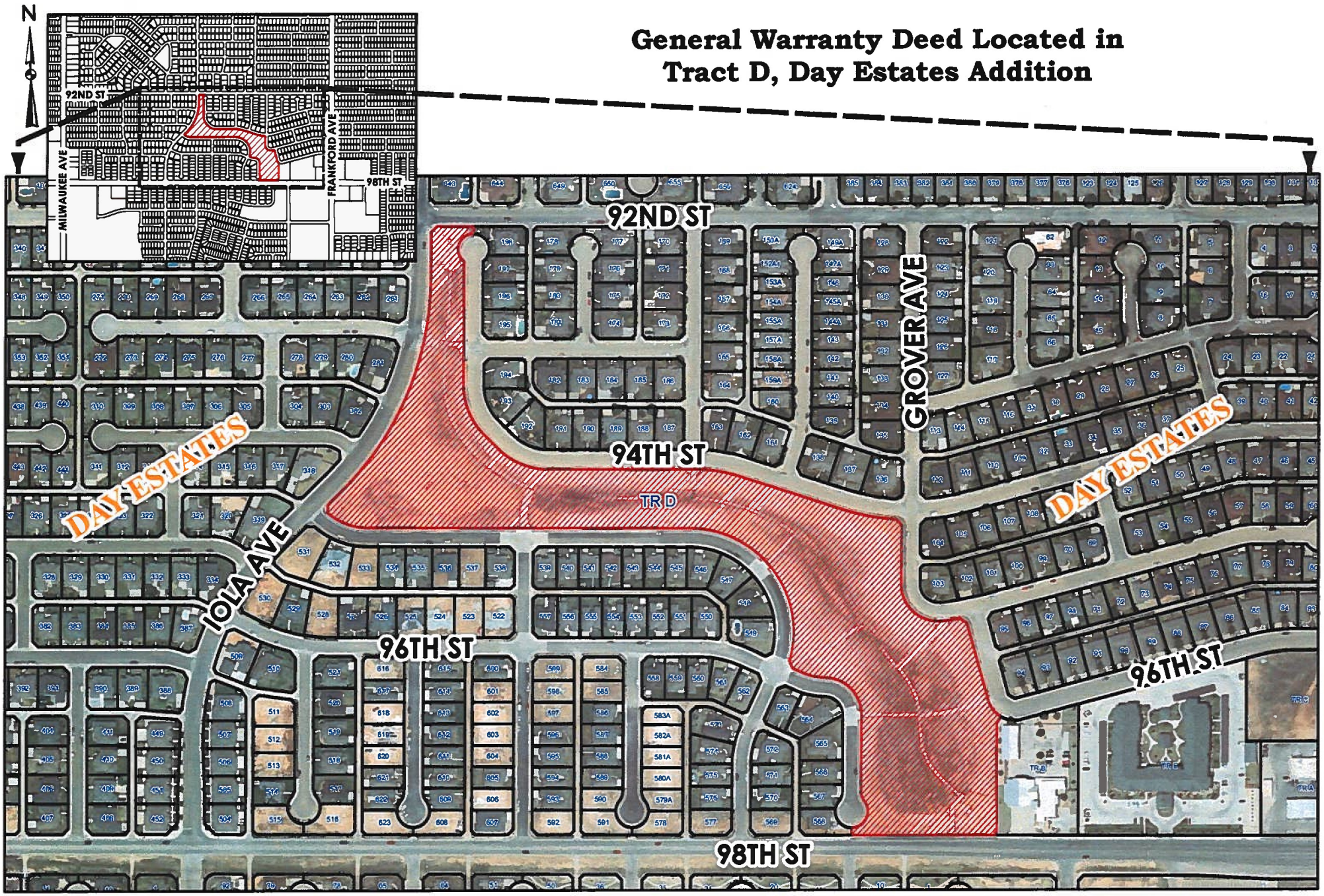
_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.ServiceContract 16575- Day Estates basin mowing
7.5.22

# General Warranty Deed Located in Tract D, Day Estates Addition




0 100 200 300 400 500 600 700 800 900 1,000 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - April 2020

**City of Lubbock**
**Contract for**
**Day Estates Detention Basin Mowing**

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

**WITNESSETH**:

WHEREAS, the City of Lubbock duly advertised for bids for **Day Estates Detention Basin Mowing** 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 **Day Estates Detention Basin Mowing.**

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, **Day Estates Detention Basin Mowing** and more specifically referred to as **Item 1** on the bid submitted by the Contractor or in the specifications attached hereto.

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

3. The contract shall be for a term of one (1) year, with the option of four (4), one (1) year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

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

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

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

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

7. Insurance Requirements

Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

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

**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.

**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.

**Automobile Liability Requirements:** $1M/occurrence is needed.

**Professional Liability Requirements:** $1M occurrence / $2M aggregate.

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

* 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.

## 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

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

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

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

10. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves

the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

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

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

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

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

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

16. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

17. 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. 22-16575-YB, Specifications, and the Bid Form.

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

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

CITY OF LUBBOCK

_____
Tray Payne, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Trenia Harris
Trenia Harris, Stormwater Compliance Department Head

APPROVED AS TO FORM:

Will Resure for
Amy Sims, Deputy City Attorney

CONTRACTOR

BY _____
Authorized Representative

Mike Muncy
Print Name

P.O. Box 1064
Address

Shallowater Tx 79363
City, State, Zip Code

**City of Lubbock, TX**
**ITB 22-16575-YB**
**Day Estates Detention Basin Mowing**
**Specifications**

## 1.0 MAINTENANCE STANDARDS

**1.1 General:** The contractor shall proceed upon the approved "Notice to Proceed" to commence contract maintenance activities. The decision to end the maintenance season shall be made by the Stormwater Program Manager or his/her designee. The contractor shall be notified of the City's decision by letter.

**1.1.1** The area to be serviced for the site include all right of way adjoining the site and extending two (2) feet from back of curb into all streets. The contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage. Prevent clippings from entering the Municipal Separate Storm Sewer System (MS4) such as streets, curbs, gutters and storm sewers and contaminating the aquatic life and plant beds. Maintain a five (5) foot buffer of undisturbed natural vegetation between the disturbed portions of your site and the detention basin.

**1.1.2** The contractor shall inform the Stormwater Program Manager via email each month the anticipated date of the mowing event.

**1.1.3** No use or chemical application is allowed under this contact.

**1.1.4 During wet weather months, additional mowing's may be requested only if needed.**

**1.2 Mowing**: Turf shall be cut at a height of four (4) inches. Clippings shall be mulched or bagged and all hardscapes shall be cleaned after each service. The mowers shall leave no clumps or windrows of grass. Mowing equipment shall be determined by site conditions and shall be approved by the Stormwater Program Manager.

**1.2.1 ANTICIPATED MOWING EVENT FREQUENCIES:**

| | | | | | |
|---|---|---|---|---|---|
| January | 0 | May | 1 | September | 1 |
| February | 0 | June | 1 | October | 1 |
| March | 0 | July | 1 | November | 0 |
| April | 1 | August | 1 | December | 0 |

**1.3 Edging**: Street curb and drainage channel edging shall be accomplished the same day as mowing, and all debris from this activity shall be removed the same day the task is performed. Curb dressers may be used for this task.

**1.4 Trimming**: All string trimming must be done to achieve a height uniform with the mowing height. Trimming must be performed around trees, plant beds, buildings, signs, fences, and any other plants or structures. All streets and parking areas must be kept free of grass, weeds and debris. This task must be completed the same day the mowing is performed.

**1.5 Litter & Debris:** All litter and other types of debris such as trash, motor vehicle parts, rocks, gravel, and dirt, shall be removed by the contractor. Hard surface areas shall be swept. Clippings and trimmings may not be blown into the street as a means of disposal. Report the number of bags and/or pounds of litter and debris removed for each mowing event to the Stormwater Program Manager.

**1.6 Disposal:** The contractor shall be responsible for the disposal of litter and debris from the areas maintained. Disposal shall be accomplished by delivery to the City of Lubbock Landfill

or by placement in dumpsters belonging to the contractor. All recyclable items should be separated and recycled at any of the City's recycle centers. **No litter or debris shall be disposed of in residential dumpsters or of those belonging to commercial businesses.**

**1.7 Photographic record (before/after):** The contractor shall take a minimum of five (5) date stamped photos at consistent locations around the perimeter of the detention basin for each mowing event. The photos shall be taken prior to commencement of any work and then after all work is completed. Photos shall be sent to the Stormwater Program Manager no later than five (5) days after all work is completed. The City allows no more than 6 MB total per email.

**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 _____%, 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?

Bid Form
ITB 22-16575-YB
Day Estates Detention Basin Mowing

| | | | Center Point | |
|---|---|---|---|---|
| | | **Total Cost** | $10,325.00 | |
| # | Items | Quantity Required (+/-) | Unit Price | Total Cost |
| 0 | | | | |
| #0-1 | Mowing and Litter Control for the Stormwater Detention Basin. This is at Day Estates TR D located at 5850 98th Street, Lubbock, Texas, per specifications | 7 | $1,475.00 | $10,325.00 |

**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 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. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

## 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 Request for Proposal, including references, and/or additional information as information as indicated, may results 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 Center Point a

corporation organized under the laws of the State of _____, or a partnership consisting of

_____ or individual trading as _Center Point_____ of

the City of Shallowater

Tax ID No.: 585255079

Address: PO Box 1064

City: Shallowater State: Tx Zip: 79363

| **M/WBE** Firm: | | Woman | | Black American | | Native American |
|---|---|---|---|---|---|---|
| | | Hispanic American | | Asian Pacific American | | Other (Specify) |

**Please complete the information below.**

By: _____ Date: 06-08-2022

*Authorized Representative - must sign by hand*

Officer Name and Title: Michael Muncy Owner

Business Telephone Number 806-543-4757 FAX: _____

E-mail Address: huntinmuncy@yahoo.com

**Purchasing and Contract Management**
**Project Summary**
**ITB 22-16575-YB Day Estates Detention Basin Mowing**

Notice was published in the Lubbock Avalanche Journal on June 8th and June 15, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire-hub.com from June 3, 2022 to June 23, 2022.
15 vendors took documents from Bonfire-hub.com
3 vendor submitted a proposal.

## Information

### Agenda Item

**Resolution - Water Utilities:** Consider a resolution authorizing the Mayor to execute Contract No. 16536, with Center Point, for mowing and related landscape maintenance services for eight locations, including the City of Lubbock North Water Treatment Plant, and seven other City of Lubbock properties.

### Item Summary

This contract provides mowing services for the areas listed below. These services enhance the overall appearance of the facilities and ensure the facilities remain compliant with Texas Commission on the Environmental Quality (TCEQ) guidelines in Chapter 290 of the Texas Administrative Code for facilities used for potable water use and storage. This contract will comply with current City policy regarding limiting weed, grass, and vegetation growth reducing the risk of fire hazards. Class "C" Properties include:

- North Water Treatment Plant
- Shallowater, Amherst, and Littlefield Microwave building lots
- Shallowater Pump Station
- Flint and Clovis lot
- Gary and Emory lot
- Detroit and Amherst lot

In response to ITB 22-16539 the following three bids were received for mowing these Class C areas:

| Contractor | Amount |
|---|---|
| WCD Enterprises LLC | $22,522.00 |
| Center Point | $33,225.00 |
| MWM Mowing | $5,400.00 Incomplete Bid |

Staff recommends that contract 16536 be awarded to Center Point of Shallowater, Texas the lowest responsible bidder for $33,225.00. The bids received from WCD Enterprises LLC of Fort Worth, Texas and MWM Mowing of Lubbock, Texas, were considered non-responsive as they failed to comply with No. 11 of the bidder requirement to inspect each property prior to submitted bid. Therefore, these bids were not considered. Based on previous work with the City of Lubbock, Center Point is dependable and produces good quality work.

That contract shall be for a term of one year with the option of four, one-year renewals. The term of the contract will begin upon execution by City Council.

### Fiscal Impact

There is $33,225 available in the FY2021-22 Water & Wastewater Operating Budget for Contract 16536.

**Staff/Board Recommending**
Jesica McEachern, Assistant City Manager

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**Attachments**

Resolution
[Unexecuted] ITB 22-16536-YB Mowing Services at North Water Treatment Plant (Class C)
Project Summary.docx

# 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, Contact No. 16536, as per ITB 22-16536-YB, for mowing services at the North Water Treatment Plant, by and between the City of Lubbock and Center Point of Shallowater, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

_____

**TRAY PAYNE, MAYOR**

**ATTEST:**

_____

Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

_____

Jesica McEachern, Assistant City Manager

**APPROVED AS TO FORM:**

_____

Ryan Brooke, Assistant City Attorney

RES.Contract No. 16536-Mowing Services, Center Point
7.6.22

**City of Lubbock**
**Contract for**
**Mowing Services at North Water Treatment Plant (Class C)**

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

**WITNESSETH**:

WHEREAS, the City of Lubbock duly advertised for bids for **Mowing Services at North Water Treatment Plant (Class C)** 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 **Mowing Services at North Water Treatment Plant (Class C).**

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, **Mowing Services at North Water Treatment Plant (Class C)** and more specifically referred to as **Items 1-10** 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 (1) year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

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

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

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

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

7. Insurance Requirements

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

**Commercial General Liability Requirements:** $1M occurrence/ $2M aggregate (can be combined with an Excess Liability to meet requirement). COL 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.

**Automobile Liability Requirements:** $1M/occurrence is needed.

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

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

16. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the

company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

17. 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. 22-16536-YB, Specifications, and the Bid Form.

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

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

CITY OF LUBBOCK

_____
Tray Payne, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Aubrey Spear, Director of Water Utilities

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

CONTRACTOR

BY _____
Authorized Representative

Mike Muncy
Print Name

P.O. Box 1064
Address

Shallowater TX 79363
City, State, Zip Code

**City of Lubbock**
**ITB 22-16536-YB**
**Mowing Services at North Water Treatment Plant**
**(Class C) Specifications**

## 1.0 Class "C" Maintenance Standards

1.1 **General:** Successful contractor shall have five (5) days from receipt of the Notice to Proceed to commence contract maintenance activities. The decision to end the maintenance season shall be made by the Equipment Maintenance Foreman or his Agent. The Contractor shall be notified of the City's decision by letter, email or Text.

3.1.1 The areas to be serviced for each site include all right of ways adjoining the site and to the centerline of all alleys adjoining the site, and extending two-feet from back of curb into all streets. Contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage and to prevent clippings from contaminating plant beds.

1.2 **Mowing:** Mowing frequency shall be determined by the Equipment Maintenance Supervisor or his Agent. Turf shall be cut at a height of three (3) inches, at the discretion of the Equipment Maintenance Supervisor or his Agent. Clippings shall not be bagged and all hand scrapes shall be cleaned after each service. No clumps or windrows of grass shall be left by the mowers. Mowing equipment shall be a shredder or a full flotation rotary mower that will not leave ruts or tracks on lawn and shall be approved by the Equipment Maintenance Supervisor or his Agent. Mulching blades may be used at the discretion of the Equipment Maintenance Supervisor or Agent.

1.2.1 **Anticipated Mowing Frequencies (Estimate of Schedule):**

| | |
|---|---|
| **January – 0** | **July – 2** |
| **February – 1** | **August – 4** |
| **March – 1** | **September – 3** |
| **April – 2** | **October – 2** |
| **May – 2** | **November – 1** |
| **June – 2** | **December - 0** |

1.3 **Edging:** All sidewalks and curbs shall be edged to a depth of one-inch and shall be performed concurrently with mowing operations. String trimmers or curb dressers may not be used for edging. Chemical edging is not permitted on Class C Areas unless in writing by Maintenance Supervisor.

1.4 **Trimming:** All string trimming must be done to achieve a height uniform with the mowing height. Trimming must be performed around trees, plant beds, buildings, equipment, signs, both sides of fences when possible, and any other plants or structures. All surfaces, streets and areas must be kept free of grass, weeds and debris. This task must be completed the same day the mowing is performed.

2. **Litter:** The Contractor shall realize that litter or debris may accumulate prior to mowing with no fault to either party. The contractor shall remove all trash or debris. Contractor shall instruct mower operators

to police sites to prevent dangerous or unsightly conditions. Litter and Debris removal shall be performed concurrently with other maintenance operations.

3. **Disposal:** Contractor shall be responsible for the disposal of litter and debris from the areas maintained. Disposal shall be accomplished by delivery to the City of Lubbock Landfill or by placement in dumpsters belonging to the Contractor. **No Litter or Debris shall be disposed of in Residential dumpsters or of those belonging to Commercial Businesses.**

4. **Clean up:** All work shall be cleaned up and waste material removed from the site. No equipment shall be left at neighborhood area sites and all material shall be removed from the job site the same day of mowing.

5. **Billing:** Payment for work completed must be submitted every thirty days calendar days for payment. Invoices must have the following information on the invoice for payment. IE; Contract number, insurance expiration date, contract expiration date, what number of cycles/rotation being performed at each site and date work was preform.

THE CITY REPRESENTATIVE REQUESTS THAT ANY BID RECEIVED IS BASED ON THE FACT THAT THE BIDDER HAS ACCOMPLISHED A SITE SURVEY OF THE PROPERTY AND THEY ACCEPT THE BID SPECIFICATIONS AS PROPER.

THE CONTRACTORS AND THEIR EMPLOYEES WILL HAVE PHOTO IDENTITY CARDS TO BE WORN IN THE OPEN AT ALL TIMES WHILE THEY ARE ON CITY PROPERTY. THIS PHOTO IDENTITY CARD SHOULD BE WORN WHILE ON CITY PROPERTY ONLY. ALSO THE CONTRACTORS AND THEIR EMPLOYEES SHALL CALL THE CITY WATER DEPARTMENT CONTROL ROOM AT 775-3416
AND LET THEM KNOW OF YOUR ARRIVAL AND DEPARTURE FROM THE CITY PROPERTY. ANY VIOLATION OF THIS RULE MAY TERMINATE THE CONTRACT.

**In making bid for Contract Turf Maintenance Mowing I hereby agree to and understand the following:**

1. The bid is for the entire season, not just for one mowing.
2. All the yards will be mowed with some type of mowing equipment such as a mower or a shredder.
3. All sidewalks, reservoir, valve boxes and fencerows must be edged with a line trimmer or an edger.
4. All valve box tops and sidewalks will be swept or cleaned-off after all mowing is completed.
5. Yards must be cleaned of papers, boxes and other trash before mowing.
6. After mowing, yard must be inspected and approved by a City employee before payment is made.
7. Contractor will be contacted by a City employee when yards require mowing.
8. I understand that some properties may have to be cut more frequently.
9. I understand this agreement is between the contractor and the Water Treatment Plant.
10. The bid is based on a unit-mowing price (one time charge), and the contractor will be paid for each time the property is mowed.
11. Bidder is required personally to inspect each of the listed property, prior to submitting his bid. Bidder will be required to sign off on his prior inspection. By not inspecting each property and signing off on the Inspection form. The city reserves the right void any bid submitted.
12. All work is schedule driven; therefore, the Contractor's work force and equipment needs shall vary.

Throughout the contract's time period. The normal work schedule shall fall within the time frame of Monday through Friday, 8:00 a.m. to 5:00 p.m. Work on weekends, holidays, and nights shall be at the

discretion of the Equipment Maintenance Foreman. Should the Contractor find it necessary to work during this time, notice of his intention to do so shall be given to the Equipment Maintenance Foreman or his Agent at least seventy-two hours prior to doing so. The City reserves the right to deny such work at such time.

| | ADDRESS | ACRES | CYCLES |
|---|---|---|---|
| Shallowater Pump Station | 1.5 miles west of Shallowater on US HWY 84 | 7.5 | 10 |
| Shallowater Microwave Building lot & vault | U.S. Hwy 84 | 5 | 5 |
| Littlefield Microwave Building lot & vault | U.S. Hwy 84, 37 miles from Lubbock | 5 | 5 |
| Amherst Microwave Building lot & vault | U.S. Hwy 84, 43 miles from Lubbock | 5 | 5 |
| Detroit & Amherst Lot | 2820 N.E. Corner of Detroit & Amherst Intersection | 0.5 | 20 |
| Gary & Emory Lot | 3119 S.E. Corner of Gary & Emory | 0.25 | 20 |
| Flint & Clovis Lot | 3105 Clovis Rd. Lot West of Car Wash | 0.25 | 20 |
| Water Treatment Plant Clear Well Area Drying Bed Areas | 6001 N. Guava Ave. | 3 | 5 |
| North Water Treatment Plant Terminal Storage Outside of fence | 0.75 Mile North of 6001 N. Guava Ave. | 92.0 | 5 |
| Water Treatment Plant Terminal Storage inside fence | 0.75 Mile North of 6001 N. Guava Ave. | 18.5 | 5 |

**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 _____%, 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
ITB 22-16536-YB
Mowing Services at North Water Treatment Plant (Class C)
Bid Form

| | | | | Center Point | |
|---|---|---|---|---|---|
| | | | Location | Shallowater, TX | |
| | | | Total Cost | $33,225.00 | |
| # | Items | Quantity Required (+/-) | UOM | Unit Price | Total Cost |
| 0 | | | | | |
| #0-1 | Shallowater Pump Station (1.5 miles west of Shallowater on US HWY 84) - per specifications | 10 | Cycles | $190.00 | $1,900.00 |
| #0-2 | Shallowater Microwave Building Lot & Vault (U.S. Hwy 84) - per specifications | 5 | Cycles | $215.00 | $1,075.00 |
| #0-3 | Littlefield Microwave Building Lot & Vault (U.S. Hwy 84, 37 miles from Lubbock) - per specifications | 5 | Cycles | $375.00 | $1,875.00 |
| #0-4 | Amherst Microwave Building Lot & Vault (U.S. Hwy 84, 43 miles from Lubbock) - per specifications | 5 | Cycles | $375.00 | $1,875.00 |
| #0-5 | Detroit & Amherst Lot (2820 N.E. Corner of Detroit & Amherst Intersection) - per specifications | 20 | Cycles | $75.00 | $1,500.00 |
| #0-6 | Gary & Emory Lot (3119 S.E. Corner of Gary & Emory) - per specifications | 20 | Cycles | $75.00 | $1,500.00 |
| #0-7 | Flint & Clovis Lot (3105 Clovis Rd. Lot West of Car Wash) - per specifications | 20 | Cycles | $75.00 | $1,500.00 |
| #0-8 | Water Treatment Plant Clear Well Area Drying Bed Areas (6001 N. Guava Ave.) - per specifications | 5 | Cycles | $150.00 | $750.00 |
| #0-9 | North Water Treatment Plant Terminal Storage Outside of fence (0.75 Mile North of 6001 N. Guava Ave.) - per specifications | 5 | Cycles | $3,350.00 | $16,750.00 |
| #0-10 | Water Treatment Plant Terminal Storage inside fence (0.75 Mile North of 6001 N. Guava Ave.) - per specifications | 5 | Cycles | $900.00 | $4,500.00 |

**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 _____

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

## ADDENDA

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

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

## 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 Request for Proposal, including references, and/or additional information as information as indicated, may results 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 Center Point a

corporation organized under the laws of the State of _____, or a partnership consisting of

_____ or individual trading as Center Point of

the City of Shallowater

Tax ID No.: 595[illegible]5079

Address: PO Box 1064

City: Shallowater State: TX Zip: 79363

| M/WBE Firm: | | Woman | | Black American | | Native American |
|---|---|---|---|---|---|---|
| | | Hispanic American | | Asian Pacific American | | Other (Specify) |

**Please complete the information below.**

By _____ Date: 6/27/2022

*Authorized Representative - must sign by hand*

Officer Name and Title: Mike Muncy - Owner

Business Telephone Number 806-543-4757 FAX: _____

E-mail Address: huntinmuncy@yahoo.com

**Purchasing and Contract Management**
**Project Summary**

# ITB 22-16536-YB Mowing Services at North Water Treatment Plant (Class C)

Notice was published in the Lubbock Avalanche Journal on June 12 and June 19, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire-hub.com from June 13, 2022 to June 28, 2022.
15 vendors took documents from Bonfire-hub.com
3 vendors submitted a bids.

AI# 10872
Regular City Council Meeting 5. 11.
07/26/2022:

## Information

### Agenda Item

**Resolution - Solid Waste Services:** Consider a resolution authorizing the Mayor to execute Contract 16734 with South Plains College (SPC) and Career Education, Inc, dba ATDS, to conduct Commercial Drivers License (CDL) training through SPC's driving school operated by ATDS.

### Item Summary

The program will allow the City of Lubbock to register employees in the program to receive training approved by the Federal Motor Carriers Safety Administration to receive a CDL-B Commercial Driver's License. The City of Lubbock Solid Waste Department will begin hiring employees who do not currently possess a CDL-B Commercial Driver's License and will enroll them in the training program offered by SPC and operated by ATDS. These employees will be given the required training, both classroom and driving, and will receive a CDL-B Commercial Driver's License upon successful completion of the course. The City will provide a garbage truck for use onsite by City employees in the course of the training. The City Solid Waste Department will utilize vacant positions within the department for these students and each student will have 90 days to successfully obtain a CDL-B Commercial Driver's License.

### Fiscal Impact

Training for each student will cost $3,150 and will be paid using American Rescue Plan Act (ARPA) funding. Students will be paid while attending training through the Solid Waste Department Operations Budget.

### Staff/Board Recommending

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

## Attachments

Resolution
Property License
Resource Schedule

# 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 Personal Property License Agreement for the use of City owned vehicles by South Plains College's ("SPC") Professional Driver Training Program, operated by and through Career Education Inc., d/b/a ATDS ("ATDS"), a licensed third-party testing center registered with the Texas Department of Public Safety, by and between the City of Lubbock, SPC and ATDS, and all related documents. Said License 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:**

_____
Jesica McEachern, Assistant City Manager

**APPROVED AS TO FORM:**

_____
Ryan Brooke, Assistant City Attorney

RES.Personal Property License Agreement-SPC & ATDS
7.15.22

# PERSONAL PROPERTY LICENSE AGREEMENT

THIS AGREEMENT is entered into on this ____ day of _____, 2022, by and between the City of Lubbock, Texas (the "City") a Texas Home Rule Municipal Corporation, South Plains College ("SPC"), and Career Education Inc., d/b/a ATDS ("ATDS"), SPC and ATDS collectively referred to herein as "Licensees."

WHEREAS, SPC offers and provides a Professional Driver Training Program (the "Program"), operated by and through ATDS, a licensed third-party testing center registered with the Texas Department of Public Safety; and

WHEREAS, SPC's driving school is registered and approved by the Federal Motor Carriers Safety Administration and is listed on the Training Provider Registry; and

WHEREAS, students enrolled in the Program can obtain a CDL-B (Bus and Non-Combination Truck) License upon successful completion of the Program; and

WHEREAS, the City desires to enroll City employees in the Program so that they may obtain CDL-B Licenses in order to operate certain City vehicle, including, but not limited to, City Garbage Collection Vehicles; and

WHEREAS, the City further desires to provide Licensees with certain City vehicles in order to train City employees specifically with City vehicles.

## Article I
License

**Section 1.01**. **License.** In consideration of the mutual covenants and agreements of this Agreement, and for good and valuable consideration as set forth herein, the City hereby grants to Licensees, upon on the terms and conditions set forth in this Agreement, a license to the personal property described in this Agreement and attached hereto as Schedule "A" (the "Property").

## Article II
Term of License

**Section 2.01**. **Term.** The term of this Agreement is [AMOUNT OF TIME] (the "Primary Term'') beginning on the date of execution of this Agreement by all Parties, unless terminating sooner as provided in this Agreement.

This Agreement may be renewed annually upon the mutual agreement of the Parties. The City and/or Licensees may elect to not extend the term of this Agreement in their sole discretion.

**Section 2.02. Termination**. This Agreement will terminate without further notice when the term specified in §2.01 expires, and any holding over by Licensees after that term expires will not constitute a renewal of the Agreement or give Licensees any rights under the Agreement with regard to the Property. The City retains the right at its election to cancel and revoke this Agreement, with or without cause, at any time.

**Section 2.03. Holdover.** If Licensees holds over and continues in possession of the Property after the Lease term (or any extension) expires, Licensees shall be considered to be possessing the property at will, subject to all the terms of this Lease.

## Article III
Use of Property

**Section 3.01. Rights of Licensee.** Licensees are entitled to the use, operation, possession, and control of the Property during the Agreement term, provided Licensees are not in default of any provision of the Agreement, and subject to any security interest the City may have given or may give to any third party during the Agreement term. Licensees shall employ and have absolute control, supervision, and responsibility over any operators or users of the Property.

**Section 3.02. Duties of Licensee.**

**(**a) Licensees must use the Property in a careful and proper manner. Licensees agree that the Property will be used in accordance with any applicable vendor's or manufacturer's manuals or instructions, by competent and fully qualified personnel only. Licensees agree to reimburse the City in full for all damage to the Property arising from any misuse or negligent act by Licensees, its employees, or its agents.

(b) Licensees shall not permit any Property to be operated or used in violation of any applicable federal, state, or local statute, law, ordinance, rule, or regulation relating to the possession, use, or maintenance of the Property. Licensees will indemnify and hold the City harmless from all liabilities, fines, forfeitures, or penalties for violations of any statute, law, ordinance, rule, or regulation of any duly constituted public authority.

**Section 3.03. Limitation of Use.** Licensees represent and warrant that the Property will be used strictly for the training and education purposes of City employees only. Licensees shall not permit any other person to use or train with or on the Property except for the use of Licensees and City employees.

## Article IV
Maintenance, Repairs, and Alterations

**Section 4.01**. **Licensee Obligations**. Licensees assume all obligation and liability concerning possession of the Property, and for its use, operation, condition, and storage during the Agreement term.

**Section 4.02. City Obligations**. The City shall, at the City's expense, maintain the Property in good mechanical condition and running order, including reasonable wear and tear resulting from the ordinary use of the Property. The City shall, at the City's expense, provide all parts, mechanisms, and devices required to keep the leased Property in good repair, condition, and running order.

**Section 4.03. Alterations**. Licensees shall not make any alterations, additions, or improvements to the Property without the prior written consent of City.

**Section 4.04. Accessions.** All installations, additions, replacements, and substitutions of parts or accessories with respect to any of the Property under this Agreement constitute accessions. All accessions become part of the leased Property, are thus owned by the City and are subject to the terms of this Agreement.

## Article V
Expenses

**Section 5.01. Operating Expenses**. Licensees agree to pay for all expenses of operating the leased Property, including but not limited to fuel bills, and all other charges in connection with the operation of the Property.

**Section 5.02. Other Expenses**. The City shall be responsible for any costs associated with license fees, registration fees, and all other non-operational charges in connection with the Property. The City shall be liable for any fees for licenses, registrations, permits, certificates of title, and other certificates as may be required for the lawful operation of the leased Property.

## Article VI
City's Right of Inspection and Repair

**Section 6.01. Inspections**. The City has the right to enter the premises where the licensed Property is located or operated for the purpose of inspecting the Property in order to ascertain its condition and manner of use. Such an inspection may be made by the City at its discretion, but only during Licensees' regular business hours.

**Section 6.02. Repair Remedy**. If the City's inspection of the licensed Property, as described in Paragraph 6.01, reveals that any Property covered by this Agreement is not being properly maintained or utilized according to the provisions of this Agreement, the City has the right, but not the obligation, to have the Property repaired or maintained.

## Article VII
Ownership

**Section 7.01. No Sale or Security Interest Intended**. This Agreement constitutes a license of the Property described in Schedule A, and is not a sale or the creation of a security interest in the Property. The City at all times retains sole ownership and title to the Property, and Licensees do not have and will not, at any time, acquire any right, title, equity, or other interest in the Property, except the right to possession and use as provided for in this Agreement.

**Section 7.02. Identification Markings**. The City has the right to place and maintain, on the exterior or interior of each piece of Property, any identifying markings deemed necessary by the City.

## Article VIII
Indemnification and Liability

**Section 8.01. Risk of Loss and Liability Assumed by Licensees**. Licensees assume all risk and liability for the loss of or damage to the Property, for the death of or injury to any person or property of another, and for all other risks and liabilities arising from the use, operation, condition, possession, or storage of the Property. Nothing in this Agreement authorizes Licensees or any other person to operate any of the Property so as to impose any liability or other obligation on the City.

**Section 8.02. Licensees' Duty to Indemnify**. Licensees agree to indemnify, defend, and hold harmless the City, its agents, officers, and employees from all claims, loss, or damage the City may sustain for any of the following reasons:

(a) Loss of, or damage to, any of the Property by any cause.

(b) Injury to, or death of, any person, including but not limited to agents or employees of Licensees.

(c) Damage to any property arising from the use, possession, selection, delivery, return, condition, or operation of the Property.

**Section 8.03. Liability for Fines and Penalties**. Licensees have sole liability for, and must reimburse the City for, all expenses, losses, liabilities, fines, penalties, and claims of every type, including reasonable attorney's fees, imposed by any governmental or regulatory agency or entity by virtue of Licensees' use or operation of the Property, or because of the failure by Licensees to perform any of the Agreement terms.

**Section 8.04. Payment of Stipulated Loss Value**. If the Property becomes lost, stolen, destroyed, or damaged beyond repair, Licensees shall pay the City, in a form acceptable to the City, the Stipulated Loss Value as set forth in Schedule A. This Agreement will terminate at the time of such payment with respect to that item of the Property for which payment is made. After paying the Stipulated Loss Value, Licensees are entitled to the Property on an as-is basis, without warranty by the City, express or implied, for any matter concerning the Property.

**Section 8.05. Obligations Survive Agreement Term.** The indemnities, assumptions of risk, liabilities, and obligations of Licensees arising under this Agreement will continue in effect after the termination of the Agreement, regardless of the reason for termination.

**Section 8.06. Obligations Satisfied by Insurance**. The indemnities, assumptions of risk, liabilities, and obligations of Licensees arising under this Agreement may be excused only to the extent that they are covered by the insurance policies described in Article 10 of this Agreement. Any payment received by the City from an insurance carrier shall be set off against the obligations described in this Article 8.

## Article IX
Incidental Duties in Case of Accident, Loss of, or Damage to Property

**Section 9.01. Notification to City**. If any of the Property under this Agreement is damaged, lost, stolen, or destroyed as a result of its operation, use, maintenance, or possession, Licensees shall promptly notify the City of the occurrence and shall file all necessary accident reports, including those required by law and those required by interested insurance companies.

**Section 9.02. Cooperation in Defense of Claims**. Licensees and their employees and agents must cooperate fully with the City and all insurers providing insurance under this Agreement in the investigation and defense of all claims or suits. Licensees must promptly deliver to the City all papers, notices, and documents served on, or delivered to Licensees or their employees and agents in connection with any claim, suit, action, or proceeding at law or in equity commenced or threatened against Licensees or the City concerning the Property.

## Article X
Insurance

**Section 10.01. Licensees' Obligation to Maintain Casualty Insurance**. Licensees agree to maintain insurance in full force and effect against loss, theft, damage, or destruction of the Property. This insurance is at Licensees' sole cost and expense, but must name the City as an insured, additional insured, or loss payee. The insurance must be in an amount not less than _____.

**Section 10.02. Licensees' Obligation to Maintain Liability Insurance**. Licensees agree to carry public liability and property damage insurance, issued by an insurance carrier admitted to do business in the State of Texas with a Best's Rating of A-VII or better, insuring the interests of the City, Licensees, and their authorized agents and employees against all claims that may arise during the term of this Agreement that are in any way connected with the ownership, possession, operation, or use of the Property. This insurance is at Licensees' sole cost and expense, but must name the City as an insured or additional insured. The insurance must be in an amount not less than:

$_____Per Person
$_____Per Accident
$_____Property Damage

**[*Add, if excess liability coverage desired*]**

Lessee also agrees to carry, at Lessee's sole cost and expense, excess liability umbrella coverage in the amount of $ _____.

**Section 10.03. Licensees' Obligation Regarding Workers' Compensation Insurance**. Licensees' are responsible for any workers' compensation insurance that may be required under state law.

**Section 10.04. Insurance Certificate**. Licensees agree to have insurers furnish to the City, no later than five (5) business days prior to the date on which the Property is delivered to Licensees, and no later than five (5) business days prior to the expiration date of any existing insurance, a certificate evidencing the insurance coverage required under Paragraphs 10.01, 10.02, and 10.03. The insurance policies must provide that the insurer will not cancel or materially modify the insurance except on thirty (30) calendar days advance written notice to the City.

**Section 10.05. Failure to Insure**. Any failure on the part of the Licensees to procure, maintain, or renew the required insurance constitutes a default. In the event of such a default, the City may, but is not obligated to, obtain insurance for Licensees and at the expense of Licensees, without prejudice to any other rights the City may have under this Agreement.

Licensees further agree to indemnify and hold harmless the City, its agents, officers, and employees from and against loss, liability, and expense, including reasonable attorney's fees, because of Licensees' failure to comply with any terms, provisions, and conditions of any insurance policy insuring the City and Licensees, or because of Licensees failure to comply with the terms and provisions of this Article.

## Article XI
Circumstances Constituting Default by Licensees

**Section 11.01.** The City may, at its option, declare Licensees in default by giving Licensees written notice of default on the occurrence of any of the following events:

(a) Failure by Licensees to perform any of its obligations as set forth in this Agreement.

(b) Expiration or cancellation of any insurance policy to be paid for by Licensees as provided for in Article 10 of this Agreement.

(c) Involuntary transfer of Licensees' interest in this Agreement by operation of law.

(d) Licensees' assignment of any interest in this Agreement.

(e) Institution by or against Licensees of any proceedings in bankruptcy or insolvency, or the reorganization of Licensees under any law, or the appointment of a receiver or trustee for the goods and chattels of Licensees, or any assignment by Licensees for the benefit of creditors.

## Article XII
Rights, Remedies, and Obligation on Default

**Section 12.01. City's Rights and Remedies**. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, this provision shall control. If the Lessee defaults, and if a notice

of default is given as specified in Article 11 and the default remains uncorrected for five (5) business days, the City may exercise any one or more of the following remedies:

(a) Termination of the Agreement and Licensees' rights under this Agreement as to any or all items of Property.

(b) Repossession of the Property without legal process, free of all rights of Licensees in and to the Property. By this provision, Licensees expressly authorizes the City or the City's agent to enter any premises owned or controlled by Licensees, or Licensees' agents and assigns, where the Property is located for the purpose of repossessing and removing the Property. Licensees specifically waive any right of action Licensees might otherwise have arising out of the entry and repossession, and releases the City from any claim for trespass or damage caused by reason of the entry, repossession, or removal. Any repossession of one particular item under this Agreement with respect to which Licensees are in default does not constitute a termination of this Agreement as to any other items of equipment, unless the City expressly so notifies Licensees in writing.

**Section 12.02. Licensees' Obligation for City's Costs and Attorney's Fees**. If Licensees default, Licensees shall reimburse the City for all reasonable expenses of repossession and enforcement of the City's rights and remedies. Notwithstanding any other provisions of this Agreement, if the City places all or any part of the City's claim against Licensees in the hands of an attorney for collection, Licensees shall pay the City's reasonable attorney's fees.

**Section 12.03. Remedies Cumulative**. The remedies of the City set forth in this Article are cumulative to the extent permitted by law and may be exercised partially, concurrently, or separately. The exercise of one remedy does not preclude the exercise of any other remedy.

**Section 12.04. Failure to Enforce Not Waiver**. Any failure or delay on the part of the City to exercise any remedy or right under this Agreement is not a waiver. The failure of the City to require performance of any of the terms, covenants, or provisions of this Agreement by Licensees will never constitute a waiver of any of the rights under the Agreement. No single or partial exercise by the City of any remedy or right precludes any other or further exercise of that remedy or right or the exercise of any other rights or remedies. No forbearance by the City to exercise any rights or privileges under this Agreement is a waiver, but all rights and privileges continue in effect as if no forbearance occurred.

**Section 12.05. Forfeiture of Licensees' Interest on Default**. If Licensees default for any reason and this Agreement is terminated and the Property repossessed, Licensees and Licensees' successors in interest shall have no right, title, or interest in the Property, its possession, or its use.

## Article XII
Sale or Encumbrance

**Section 13.01. Sale or Disposal Prohibited**. Licensees may not part with possession or control of the Property. Nor may Licensees sell, mortgage, or attempt to sell or mortgage any of the Property. Licensees may not otherwise dispose or attempt to dispose of any of the Property or

any interest under this Agreement. On the occurrence of any of these events, Licensees will be in default.

**Section 13.02. Encumbrance Prohibited.** Licensees may not pledge, encumber, create a security interest in, or permit any lien to become effective on any of the Property. On the occurrence of any of these events, Licensees will be in default.

Licensees must promptly notify the City of any liens, charges, or other encumbrances of which Licensees have knowledge. Licensees must promptly pay or satisfy any obligation from which any lien or encumbrance arises. Licensees must deliver to the City appropriate satisfactions, waivers, or evidence of payment of any lien or encumbrance.

## Article XIV
Return of Property on Expiration of Agreement

**Section 14.01. Licensees' Duty to Return**. On the expiration of the Agreement, or on any earlier termination of this Agreement, Licensees must return any item or all of the Property to the City in good repair, condition, and working order, less normal wear, tear, and depreciation. All Property required to be surrendered must be returned in the manner specified by the City at the time of expiration or termination.

**Section 14.02. Failure to Return Property**. If Licensees fail or refuse to return the Property to the City at the expiration of the Agreement term or at some earlier termination of this Agreement, the City has the right to take possession of the Property without legal process, free of all rights of Licensees in and to the Property. By this provision, Licensees expressly authorize the City or the City's agent to enter any premises owned or controlled by Licensees, or Licensees' agents and assigns, where the Property is located for the purpose of repossessing and removing the Property. Licensees specifically waive any right of action Licensees might otherwise have arising out of the entry and repossession, and releases the City from any claim for trespass or damage caused by reason of the entry, repossession, or removal.

## Article XV
General Provisions

**Section 15.01. No Waiver**. No failure to exercise, and no delay in the exercise on the part of the City, of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other further exercise thereof or the exercise of any other right.

**Section 15.02. Notice**. Any notice required or permitted to be given hereunder must be given in writing and delivered by telephonic facsimile, or mailed by pre-paid, certified or registered mail, to the party to whom such notice or communication is directed at the address of such party as follows:

City of Lubbock
Attn: Brenda Haney, Director of Solid Waste
P.O. Box 2000
Lubbock, TX 79457
Phone: (806) 775-2335

South Plains College
Attn: Dr. Robin Satterwhite, President
1401 S. College Ave.
Levelland, TX 79336

Career Education Inc., d/b/a ATDS
Attn: Robert Hunt, ATDS School Director
ADDRESS
ADDRESS

Any such notice or other communication shall be deemed to have been given, whether actually received or not, on the date it is personally delivered or delivered by telephonic facsimile, or if mailed, on third day after it is mailed. Any party may change its address for purposes of this Agreement by giving notice of such change to all other parties pursuant to this Section 15.02.

**Section 15.03**. **No Assignment**. This Agreement is personal to Licensees and may not be assigned or sublet without the express written consent of the City. Any attempt to assign or sublet this Agreement, without such consent shall terminate the Agreement granted herein.

**Section 15.04**. **City**. Unless otherwise provided herein or required by law and or local ordinance, charter or code, any action required or permitted to be taken herein by "the City", shall be taken by the City Manager of the City of Lubbock or any party designated by him or her.

**Section 15.05**. **Relationship of Parties**. The relationship between the City and Licensees is at all times solely that of Licensor and Licensee, and may not be deemed in any event, a partnership or a joint venture.

**Section 15.06. Compliance with Applicable Law**. Licensees shall comply with all applicable federal, state and local rules, regulations, statutes, laws and ordinances governing, in any way, manner or form, the construction activities contemplated herein and/or any other aspect of the activities described in or contemplated by this Agreement.

**Section 15.07**. **Time**. Time is of the essence of this Agreement.

**Section 15.08**. **Texas Law/Venue**. This Agreement is to be construed under Texas law and applicable federal law, without regard to conflict of law rules that would direct application of the laws of any other jurisdiction, and all obligations of the parties created by this Agreement are performable in Lubbock County, Texas. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS AGREEMENT, OR ANY ACTIVITY CONTEMPLATED HEREBY, SHALL LIE EXCLUSIVELY IN THE COURTS OF LUBBOCK COUNTY, TEXAS.

**Section 15.09**. **Partial Invalidity**. Except as otherwise may be provided herein, if any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not effect any

other provision of this Agreement, and this Agreement shall be construed as if it had not included the invalid, illegal or unenforceable provision.

**Section 15.10. Prior Agreements Superseded**. This Agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter hereof.

**Section 15.11. Amendment**. No amendment, modification, or alteration of this Agreement is binding, unless in writing, dated subsequent to the date of this Agreement, and duly executed by the parties.

**Section 15.12. Captions**. Captions are for convenience only and shall in no way effect the interpretation of this Agreement.

**Section 15.13. Representations**. Licensees represent and warrant to City (i) that they possess the legal authority to enter into this Agreement and have taken all actions necessary to legally bind Licensees as to all terms hereof; and (ii) that the party executing this Agreement on behalf of the Licensees all authority necessary to legally bind Licensees terms hereof.

**Section 15.14. License Agreement**. The intent of this Agreement is to grant a License to Licensees to utilize the Property solely during the times and for the purposes described herein. This Agreement shall not be construed in any way, manner or form as a lease of the Property, or as conveying to Licensees any interest in the Property.

AGREED TO AND ACCEPTED this _____ day of _____, 2022.

CITY OF LUBBOCK

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

SOUTH PLAINS COLLEGE:

_____
Dr. Robin Satterwhite, President

CAREER EDUCATION INC.
DBA ATDS:

_____
Robert Hunt, ATDS School Director

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

## SCHEDULE A

### Description of Property

| | Vehicle Make | Vehicle Model | Vehicle Identification No. |
|---|---|---|---|
| **#1** | | | |
| **#2** | | | |
| **#3** | | | |

### Stipulated Loss Value

The amounts specified in this paragraph of the Schedule must be paid, pursuant to Article VIII of the Agreement, for each item lost, stolen, destroyed, or damaged beyond repair during each year of the term.

**Vehicle #1**

| | Stipulated Loss Value |
|---|---|
| **First Year** | |
| **Second Year** | |
| **Third Year** | |
| **Fourth Year** | |
| **Each Subsequent Year** | |

**Vehicle #2**

| | Stipulated Loss Value |
|---|---|
| **First Year** | |
| **Second Year** | |
| **Third Year** | |
| **Fourth Year** | |
| **Each Subsequent Year** | |

**Vehicle #3**

| | Stipulated Loss Value |
|---|---|
| **First Year** | |
| **Second Year** | |
| **Third Year** | |
| **Fourth Year** | |
| **Each Subsequent Year** | |

AI# 10884
Regular City Council Meeting 5. 12.
07/26/2022:

## Information

### Agenda Item

**Resolution - Solid Waste:** Consider a resolution authorizing the Mayor to execute an Overhead Electric Power Line Easement over and across portions of City owned property located in Section 33, Block A, G.C. & S.F. Co. Survey, Lubbock County, Texas, being more commonly known as Landfill 69, by and between the City of Lubbock and Southwestern Public Service Company.

### Item Summary

Southwestern Public Service Company (SPS) dba Xcel Energy currently has a 35-feet wide electrical power line easement on the western edge of Landfill 69. SPS desires to wreck-out and re-build their existing double circuit 115/69 kilovolt transmission line located in this easement. SPS will maintain the centerline of the existing transmission line and will replace the existing structures with single monopole steel structures. In order to meet the clearance requirements and engineering standards, additional right-of-way is needed. This Overhead Electric Power Line Easement will grant an additional 35-feet wide easement adjacent to the eastern boundary of the existing easement, thus providing a total 70-feet wide easement covering 3.65 acres. In addition, the easement grants a temporary 30-feet wide construction workspace along the western boundary of the existing easement. SPS will pay the City $5,000 per acre for the full width of the easement and $500 per acre for the temporary construction workspace.

### Fiscal Impact

Revenue of $44,375 to the General Fund

### Staff/Board Recommending

Jesica McEachern, Assistant City Manager

## Attachments

Resolution
Easement

# RESOLUTION

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

**THAT** the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Overhead Electric Power Line Easement over and across portions of City owned property located in Section 33, Block A, G.C. & S.F. Co. Survey, Lubbock County, Texas, by and between the City of Lubbock and Southwestern Public Service Company, and all related documents. Said Easement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

_____
**TRAY PAYNE, MAYOR**

**ATTEST:**

_____
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

_____
Jesica McEachern, Assistant City Manager

**APPROVED AS TO FORM:**

_____
Ryan Brooke, Assistant City Attorney

RES.Power Line Easement with SPS
7.15.22

# OVERHEAD ELECTRIC POWER LINE EASEMENT

**DATE**:_____

**GRANTOR**: CITY OF LUBBOCK

**GRANTOR'S MAILING ADDRESS**: P.O. Box 2000, Lubbock, TX 79464

**GRANTEE**: SOUTHWESTERN PUBLIC SERVICE COMPANY

**GRANTEE'S MAILING ADDRESS**: P.O. BOX 1261, Amarillo, Texas 79105-1261

**COUNTY AND STATE IN WHICH PROPERTY IS LOCATED**: Lubbock County, Texas

For $10 and other valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor grants to Southwestern Public Service Company, a New Mexico Corporation ("**SPS**") a perpetual, non-exclusive easement ("**Easement**") to construct, maintain, operate, inspect, patrol, repair, replace, add to, change the number of circuits, alter voltage, remove, and relocate electric power lines on, over and across the lands now owned by Grantor that are described as follows:

> A permanent seventy feet (70') wide strip of land. SEE **EXHIBIT "A"** attached hereto and incorporated by reference, the ("**Easement Area**"), together with the rights to utilize an additional temporary thirty foot (30') wide strip of land (for construction purposes only) adjacent to the west of and parallel with said seventy-foot-wide strip of land, over and across portions of
>
> Section 33, Block A,G.C. & S.F. Co. Survey, Lubbock County, Texas.
>
> This Easement replaces and supersedes the easement dated 12/21/1945 and recorded in the Lubbock County records at Volume 315 Page 51.

The easement shall be subject to the following terms and conditions:

1. SPS is a corporation organized under the laws of the State of New Mexico, and has its main office and principal place of business in Amarillo, Potter County, Texas. It is a public utility.

2. The electric power lines will consist of a variable number of conductors, wires, communication cables, insulators, crossarms, and all other necessary and desirable appurtenances and devices attached to, supported from, and a part of the necessary structures consisting of a variable number of wood, steel, other metal, or other substance members of poles, props, guys, and anchors (collectively referred to as the "**Facilities**"). The easement is non-exclusive.

3. SPS, its employees, agents, contractors, successors and assigns, shall have the right (a) of ingress and egress over Grantor's adjacent lands to and from the Easement Area for the purpose of constructing, maintaining, operating, inspecting, patrolling, repairing, replacing, changing the number of circuits, altering voltage, adding to or removing the Facilities; (b) to relocate the Facilities within the Easement Area; (c) to remove, cut, fell, prune or otherwise control all trees, brush or other vegetation or other obstructions that might endanger or interfere with the operation, safety, or efficiency of the Facilities ; and (d) to enter Grantor's property to conduct (i) routing surveys and studies relating to the Facilities , (ii) environmental surveys and studies relating to the Facilities, (iii) cultural resource surveys and studies relating to the Facilities, and (iv) any other activities that SPS deems necessary or desirable to comply with federal, state, or local statutes, laws, ordinances, rules, or regulations, or the requirements of any government or governmental authority or agency claiming jurisdiction over SPS or its operations.

4. SPS, its successors and assigns, must construct and at all times maintain the Facilities in accordance with the National Electric Safety Code requirements and practices now in effect. SPS will abide by all federal and state laws, ordinances, and regulations.

5. No temporary or permanent buildings, or structures (including, without limitation, mobile homes or travel trailers) shall be placed or permitted to remain on, under, or over the Easement Area by Grantor. Excluding groundwater monitoring wells and gas wells, no other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area by Grantor, including trees, shrubs and fences, which may interfere with the Facilities or interfere with the exercise of any of the rights granted pursuant to this Easement. Grantor shall be permitted to construct any and all facilities necessary to ensure that Grantor's facility remains in compliance with TCEQ permits and all governing regulations as a landfill facility. Grantor agrees not to install trees or shrubs within the Easement.

6. In addition to the consideration set forth above, on completion of initial construction and installation, actual loss or damage to the City's landfill operations occasioned by initial construction and installation of the facilities will be paid. Additionally, Grantee will pay for any damages arising from operation, repair, maintenance, inspection, replacement, and future removal of the lines and support facilities after initial construction in the easement. Payment will be made to Grantor as the fee owner of the Easement Area. Grantor shall be responsible for any distribution or allocation to third parties who may hold an interest in such damage payments and Grantor shall hold SPS harmless from the same.

7. Grantor shall have the right to request SPS conduct weed control work within the Easement Area. SPS may employ an independent contractor for weed control work, and that weed control work will utilize recognized and accepted weed control methods and materials. The weed control methods and materials shall be approved by the Grantor prior to work. To request weed control work Grantor shall call the Program Manager for Vegetation Management for Xcel Energy at 1-800-895-4999.

8. Grantee shall not grant access to the Easement Area by any third-party for any purpose that is not related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the electric lines and appurtenant facilities.

9. Grantee shall be authorized to maintain its own locks in each of Grantor's gates so long as Grantee's use thereof does not interfere with the City's operation of the landfill.

10. Following initial construction, SPS shall use reasonable efforts to return the surface of the Easement Area, which is unencumbered by structures, to its original condition and appearance prior to SPS's work on the property, unless the safety or operational needs of SPS and the electric facilities would be impaired. Further, SPS shall use reasonable efforts to return the surface of the Easement Area, which is unencumbered by structures, to its original condition and appearance prior to SPS's work on the property, unless the safety or operational needs of SPS and the electric facilities would be impaired, following any future damages caused by SPS' use of the Easement Area. SPS shall not have the obligation to replace vegetation within the Easement Area other than to reseed to native grass. SPS shall reseed the Easement Area to native grass following initial construction.

11. This Easement is assignable; however, SPS shall not assign this Easement to any assignee that will not operate as a utility subject to the jurisdiction of the Public Utility Commission of Texas or the Federal Energy Regulatory Commission without written notice to the Grantee or assign(s) at the last known address of the person in whose name the Property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the Property.

12. This easement shall not be used for any purpose other than that stated in this Easement without the express written consent of Grantor or its assign(s).

13. Grantor acknowledges that the general course of this Easement is based on preliminary surveys of the desired location of the electric power line, and agrees that the easement shall apply to the actual location of the electric power line when constructed.

14. This Easement incorporates all agreements and stipulations between Grantor and SPS as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Easement. The title of this document is inserted for convenience only and does not define or limit the rights granted pursuant to this Easement. SPS does not offer or agree to extend any Favored Nations provisions as a part of this Easement. This Easement consists of the document entitled "Overhead Electric Powerline Easement" and an Exhibit containing a legal description and a sketch depicting the legal description. No other exhibit, addendum, schedule or other attachment (collectively "**Addendum**") is authorized by SPS, and no Addendum shall be effective and binding upon the parties unless separately executed by an authorized representative of SPS.

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

Grantor binds Grantor, and Grantor's heirs, successors, assigns, and legal representatives, to WARRANT AND FOREVER DEFEND all and singular the rights conveyed in this instrument of SPS and its successors and assigns.

Executed this_____day of_____, 2022.

**GRANTOR: CITY OF LUBBOCK**

Signature:_____

Print Name:_____

Title:_____

STATE OF_____ §
§
COUNTY OF_____ §

This instrument was acknowledged before me on the_____day of

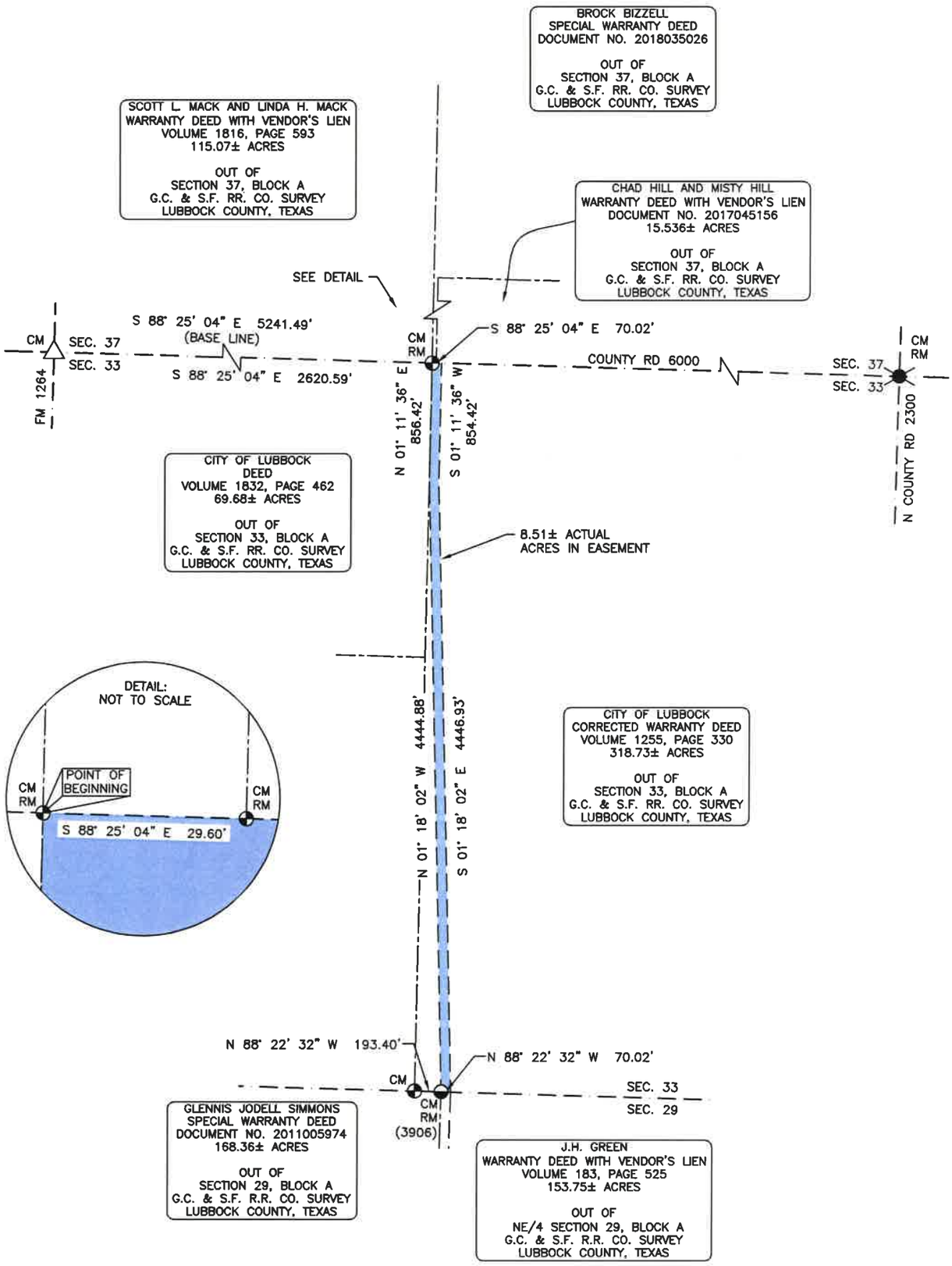
_____, 2022, by _____

as_____for the City of Lubbock

_____
*Notary's Signature*

Return Recorded Instrument to:
Xcel Energy
Siting and Land Rights
790 S. Buchanan St.
Amarillo, Texas 79101

# EXHIBIT "A"




**BASIS OF BEARING–** Bearings were derived using GPS relative positioning techniques based on multiple OPUS solutions on March 22, 2021 and are referred to Grid UTM Coordinate System–Zone 14N, NAD (1983).

Distances are Grid.

Combined Factor = 1.000314036

N

0 250 500 1000


**FURMAN LAND SURVEYORS, INC.**
DANIEL R. FURMAN, RPLS
P.O. BOX 1416
AMARILLO, TEXAS 79105–1416
(806)374–4246
TEXAS FIRM #10092400 & 10092401


| LEGEND | |
|---|---|
| | EASEMENT |
| CM | CONTROL MONUMENT |
| RM | RECORD MONUMENT |
| | 5/8" IRON ROD FND |
| | 1/2" IRON ROD FND |
| | RAILROAD SPIKE FND |
| | 1/2" IRON ROD W/CAP FND |
| (XXXX) | NAME OR NUMBER IN ( ) INDICATES MONUMENT ORIGIN |

TOTAL ACREAGE – 8.51±

STATE OF TEXAS
REGISTERED
LANDON M. STOKES
6175
PROFESSIONAL
LAND SURVEYOR

LANDON M. STOKES
RPLS 6175 4-29-2022

**INDEXING INFORMATION**

OWNER: CITY OF LUBBOCK

LOCATION: SECTION 33, BLOCK A, G.C.&S.F. RR. CO. SURVEY, LUBBOCK COUNTY, TEXAS

EASEMENT SURVEY FOR

**SOUTHWESTERN PUBLIC SERVICE**
V15 - 115 KV LINE

| DRAWING | Y:\Dwg 21\XCEL\2127781\DWG\2127781_Easements | | |
|---|---|---|---|
| XCEL PARCEL NO. | 35 | SHEET | 1 OF 2 |

Easement Description

An easement out of Section 33, Block A, G.C. & S.F. RR. Co. Survey, Lubbock County, Texas, further being out of that certain 318.73± acre tract of land described in that certain instrument recorded in Volume 1255, Page 330 as filed in the Official Public Records of Lubbock County, Texas, said easement having been surveyed on the ground by Furman Land Surveyors, Inc. and being described by metes and bounds as follows:

(Bearings and Distances are Grid UTM Coordinate System-Zone 14N, NAD (1983) using GPS relative positioning techniques based on multiple OPUS solutions on March 22, 2021.
Combined Scale Factor = 1.000314036)

COMMENCING at a railroad spike found for the Northwest corner of said Section 33, same being the Southwest corner of Section 37, Block A, G.C. & S.F. RR. Co. Survey, Lubbock County, Texas, from whence a 5/8 inch iron rod found for the Northeast corner of said Section 33, same being the Southeast corner of said Section 37, and being the Northeast corner of said 318.73± acre tract of land bears S. 88°25'04" E. (Base Line) 5241.49 feet;

THENCE S. 88°25'04" E. 2620.59 feet along the North line of said Section 33, same being the South line of said Section 37 to a 1/2 inch iron rod found for the Southeast corner of that certain 115.07± acre tract of land described in that certain instrument recorded in Volume 1816, Page 593 as filed in the Records of Lubbock County, Texas, same being the Southwest corner of that certain tract of land described in that certain instrument recorded in Document No. 2018035026 as filed in the Official Public Records of Lubbock County, Texas, further being the Northeast corner of that certain 69.68± acre tract of land described in that certain instrument recorded in Volume 1832, Page 462 as filed in the Records of Lubbock County, Texas, also being the Northwest corner of said 318.73± acre tract of land, as well as being the Northwest corner of the East half of said Section 33, and being the Northwest and BEGINNING CORNER of this easement;

THENCE S. 88°25'04" E. along the North line of said Section 33, same being the North line of said 318.73± acre tract of land, also being the South line of said Section 37, and being the South line of said tract of land described in Document No. 2018035026 at 29.60 feet pass a 1/2 inch iron rod found for the Southwest corner of that certain 15.536± acre tract of land as described in that certain instrument recorded in Document No. 2017045156 as filed in the Official Public Records of Lubbock County, Texas, continuing along the South line of said 15.536± acre tract of land, same being the North line of said Section 33, same being the North line of said 318.73± acre tract of land, further being the South line of said Section 37 for a total distance of 70.02 feet to a point for the Northeast corner of this easement;

THENCE S. 01°11'36" W. 854.42 feet to a point;

THENCE S. 01°18'02" E. 4446.93 feet to a point being in the South line of said 318.73± acre tract of land, same being the South line of said Section 33, also being the North line of Section 29, Block A, G.C. & S.F. RR. Co. Survey, Lubbock County, Texas, further being the North line of that certain 153.75± acre tract of land described in that certain instrument recorded in Volume 183, Page 525 as filed in the Records of Lubbock County, Texas, and being the Southeast corner of this easement;

THENCE N. 88°22'32" W. 70.02 feet along the South line of said 318.73± acre tract of land, same being the South line of said Section 33, also being the North line of said Section 29, further being the North line of said 153.75± acre tract of land to a 1/2 inch iron rod with cap stamped "3906" found for the Northwest corner of said 153.75± acre tract of land, same being the Northeast corner of that certain 168.36± acre tract of land described in that certain instrument recorded in Document No. 2011005974 as filed in the Official Public Records of Lubbock County, Texas, and being the Southwest corner of this easement, from whence a 1/2 inch iron rod found for the Southwest corner of said 318.73± acre tract of land, same being the Southwest corner of the East half of said Section 33 bears N. 88°22'32" W. 193.40 feet;

THENCE N. 01°18'02" W. 4444.88 feet to a point being in the West line of said 318.73± acre tract of land, same being the West line of the East half of said Section 33, also being in the East line of said 69.68± acre tract of land;

THENCE N. 01°11'36" E. 856.42 feet along the West line of said 318.73± acre tract of land, same being the West line of the East half of said Section 33, also being in the East line of said 69.68± acre tract of land to the POINT OF BEGINNING.

Easement contains 8.51± Acres.

FURMAN LAND SURVEYORS, INC.
DANIEL R. FURMAN, RPLS
P.O. BOX 1416
AMARILLO, TEXAS 79105–1416
(806)374–4246
TEXAS FIRM #10092400 & 10092401

STATE OF TEXAS
REGISTERED
LANDON M. STOKES
6175
PROFESSIONAL
LAND SURVEYOR

LANDON M. STOKES
RPLS 6175 4-29-2022

| INDEXING INFORMATION | | | |
|---|---|---|---|
| OWNER: CITY OF LUBBOCK | | | |
| LOCATION: SECTION 33, BLOCK A, G.C.&S.F. RR. CO. SURVEY, LUBBOCK COUNTY, TEXAS | | | |
| EASEMENT SURVEY FOR | | | |
| SOUTHWESTERN PUBLIC SERVICE | | | |
| V15 - 115 KV LINE | | | |
| DRAWING | P:\Dwg 21\XCEL\2127781\DWG\2127781_Easements | | |
| XCEL PARCEL NO. | 35 | SHEET | 2 OF 2 |

## Information

### Agenda Item

**Resolution - Business Development:** Consider a resolution authorizing the Mayor to execute Contract 16529, with West Texas Services, Inc. dba Tom's Tree Place, for Roy Furr Pioneer Park Improvements.

### Item Summary

This contract is with West Texas Services, Inc. dba Tom's Tree Place for improvements to Roy Furr Pioneer Park. Improvements will include demolition of existing structures, site improvements including pedestrian right-of-way enhancements, installation of two dog parks, sand volleyball court, fitness and playground equipment, irrigation, landscaping, and utility work.

The City of Lubbock Parks and Recreation Department issued a Request for Proposals (RFP) for Park Improvements at Roy Furr Pioneer Park. In response to RFP 22-16529-KM, two vendors submitted proposals. The proposals were evaluated using the following criteria: 60 Points for Price, 30 Points for Contractor Qualifications, and 10 Points for Construction Time. The maximum value was 100 points. After the proposals were evaluated, the following ranking was obtained:

| Vendor | Points |
|---|---|
| West Texas Services, Inc. dba Tom's Tree Place, Lubbock, TX | 96.50 |
| Turfmaster Irrigation and Landscaping, Inc., Lubbock, TX | 85.10 |

Texas Local Government Code, Section 2269, requires the City to select the offerer that offers the best value based on the published selection criteria and on its ranking evaluation. In determining the best value, the City is not restricted to consider price alone, and considers other factors stated in the selection criteria. The City and its engineer or architect may discuss with the selected offerer options for a scope or time modification, and any price changes associated with the modification.

Staff recommends award to the highest ranked proposer, West Texas Services, Inc. dba Tom's Tree Place of Lubbock, Texas, for $1,701,999, with 200 days for final completion. The North Overton Tax Increment Financing District Advisory Board voted to approve this contract at their July 14, 2022 Board meeting, and recommend approval by the City Council. The funding for this contract is provided from the North Overton District Tax Increment Financing Fund.

### Fiscal Impact

$2 million is appropriated in Capital Improvement Project 92593, Roy Furr Pioneer Park, with $1,701,999 available for this purpose.

### Staff/Board Recommending

Jesica McEachern, Assistant City Manager
North Overton TIF Board of Directors

---

**Attachments**

Resolution
Contract
Project Summary
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, Contract No. 16529/RFP 22-16529-KM for Roy Furr Pioneer Park Improvements, by and between the City of Lubbock and West Texas Services, Inc. d/b/a Tom's Tree Place, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

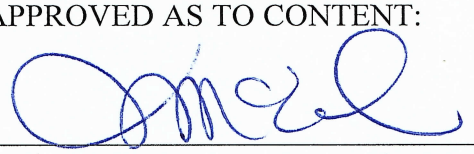
Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

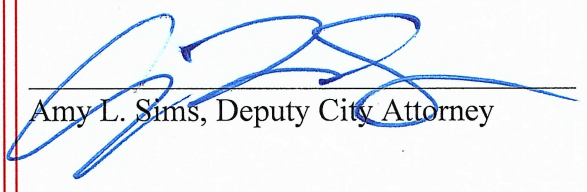
_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:



_____
Amy L. Sims, Deputy City Attorney

RES.Contract- 16529 Tom's Tree Place
06.23.22

**PROPOSAL SUBMITTAL FORM**
**LUMP SUM PROPOSAL CONTRACT**

DATE: May 31, 2022

PROJECT NUMBER: **RFP 22-16529-KM Roy Furr Pioneer Park Improvements**

Proposal of West Texas Services, Inc. DBA Tom's Tree Place (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for construction of the referenced project, having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated. The price to cover all expenses incurred in performing the work required under the contract documents.

**PROPOSED CONSTRUCTION TIME:**

1. Contractors proposed CONSTRUCTION TIME for completion:

**TOTAL CONSECUTIVE CALENDAR DAYS:** 175 **(to Substantial Completion)**

**TOTAL CONSECUTIVE CALENDAR DAYS:** 200 **(to Final Completion)**

**(not to exceed 270 consecutive calendar days to Substantial Completion /284 consecutive calendar days to Final Completion).**

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **270 Consecutive Calendar Days** with **final completion** within **284 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **$1,000** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$1,000** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Offerors. Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing. The Offeror agrees that this proposal shall be good for a period of **sixty (60)** calendar days after the scheduled closing time for receiving proposals.

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

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

City of Lubbock,
RFP 22-16529-KM
Roy Furr Pioneer Park Improvements
**BAFO**

| | | | **West Texas Services, Inc. dba Tom's Tree Place** | |
|---|---|---|---|---|
| | | **Location** | **Lubbock, TX** | |
| | | **Total Cost** | **$1,701,999.00** | |
| # | Items | Quantity Required | Lump Sum Price | Total Cost |
| 0 | | | | |
| #0-1 | Base bid consists of the materials and labor for the construction of Roy Furr Pioneer Park Improvements | 1.00 | 1,622,000.00 | 1,622,000.00 |
| 1 | | | | |
| #1-1 | ALTERNATE #1 PROPOSAL: Add an amount to include furnishing and installing Bermuda sod as specified in lieu of seed mix and Bermuda seed in natural turf areas, complete and in place. | 1.00 | 79,999.00 | 79,999.00 |

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

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

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

(Seal if Offeror is a Corporation)

ATTEST:

Shellie Scarborough
Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 05/17/2022
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Date: 6/1/2022

Alex Scarborough
Authorized Signature

Alex Scarborough
(Printed or Typed Name)

West Texas Services, Inc
Company DBA Toms Tree Place

5104-34th
Address

Lubbock, Lubbock
City, County

Texas, 79410
State Zip Code

Telephone: 806 - 799-3677
Fax: 806 - 799-3680
Email: alexs@tomstreeplace.com

**FEDERAL TAX ID or SOCIAL SECURITY No.**

75-1224222

| **M/WBE** Firm: | | | | | | |
|---|---|---|---|---|---|---|
| | | Woman | | Black American | | Native American |
| | | Hispanic American | | Asian Pacific American | | Other (Specify) |

**Purchasing and Contract Management**
**Project Summary**

# RFP 22-16529-KM Roy Furr Pioneer Park Improvements

Notice was published in the Lubbock Avalanche Journal on May 15 and May 22, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire-hub.com from May 13, 2022 to June 2, 2022.
40 vendors took documents from Bonfire-hub.com
10 vendors were notified separately.
2 vendors submitted a bids.

**City of Lubbock, TX**
**Capital Project**
**Project Cost Detail**
**July 26, 2022**

| | |
|---|---|
| Capital Project Number: | 92593 |
| Capital Project Name: | Roy Furr Pioneer Park |

| *Encumbered/Expended* | | **Budget** |
|---|---|---|
| Parkhill Smith and Cooper Contract 14829 - Design | $ | 120,000 |
| *Agenda Item July 26, 2022* | | |
| West Texas Services, Inc. dba Tom's Tree Place Contract 16529 - Park Improvements | | 1,701,999 |
| ***Encumbered/Expended to Date*** | | 1,821,999 |
| *Estimated Costs for Remaining Appropriation* | | |
| Contingency | | 178,001 |
| ***Remaining Appropriation*** | | 178,001 |
| **Total Appropriation To Date** | $ | 2,000,000 |

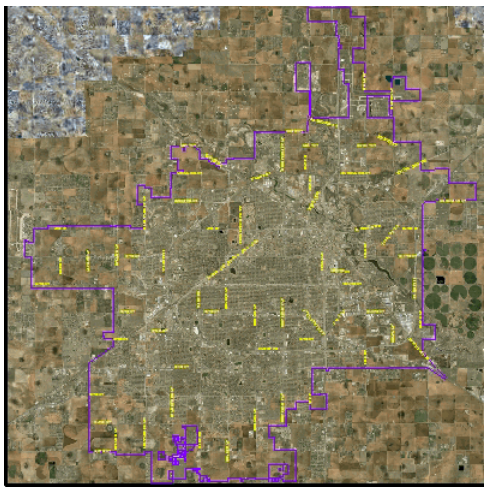
*Project Name* **Roy Furr Pioneer Park** *Project Number* **92593**

*Managing Department* **Business Development**

*Project Manager* **Brianna Gerardi**

*Project Classification* **Replacement Infrastructure**

*Project Status* **Approved**



*Project Scope*

The project will design and construct/install new improvements in Roy Furr Pioneer Park. The improvements includes, but it not limited to, updates/renovation of the existing park, lighting, furniture, new structures, and any other elements needed as determined by the design.

Start Date: FY 2018
Bid Date - Design: 2019
Award Date for Bid - Design: 2019
Project Start Date - Design: 2021
Project End Date - Design: Summer 2021
Bid Date - Construction: Q2 2022
Award Date for Bid - Construction: Q2 2022
Project Start Date - Construction: Q3 2022
Project End Date - Construction: Q3 2023

*Project Justification*

Roy Furr Pioneer Park has not been updated in many years. The TIF's Project Plan lists improvements in the park as one of their priority projects.

Council Priorities: Community Improvement - Quality of Life, Economic Development - Quality of Life

*Project History*

$800,000 was appropriated in the FY 2018-19 Budget, Ord. No. 2018-O0109, October 1, 2018.
$300,000 was appropriated in the FY 2019-20 Budget, Ord. No. 2019-O0129, October 1, 2019.
$900,000 was appropriated in FY 2020-21, Budget Amendment 13, Ord. 2021-O0040, April 27, 2021.

| | | | Unappropriated Planning Years | | | | | |
|---|---|---|---|---|---|---|---|---|
| *Appropriation Detail* | Appropriation to Date | FY 2022-23 | FY 2023-24 | FY 2024-25 | FY 2025-26 | FY 2026-27 | FY 2027-28 | Total Project Amount |
| Construction | 1,700,000 | 0 | 0 | 0 | 0 | 0 | 0 | 1,700,000 |
| Design and Engineering | 300,000 | 0 | 0 | 0 | 0 | 0 | 0 | 300,000 |
| **Total Project Appropriation** | 2,000,000 | 0 | 0 | 0 | 0 | 0 | 0 | 2,000,000 |

| | | | Unappropriated Planning Years | | | | | |
|---|---|---|---|---|---|---|---|---|
| *Funding Detail* | Funding to Date | FY 2022-23 | FY 2023-24 | FY 2024-25 | FY 2025-26 | FY 2026-27 | FY 2027-28 | Total Funding |
| FY 2019 North Overton TIF Cash | 1,700,000 | 0 | 0 | 0 | 0 | 0 | 0 | 1,700,000 |
| FY 2020 North Overton TIF Cash | 300,000 | 0 | 0 | 0 | 0 | 0 | 0 | 300,000 |
| **Total Funding Sources** | 2,000,000 | 0 | 0 | 0 | 0 | 0 | 0 | 2,000,000 |

| *Operating Budget Impact* | FY 2022-23 | Unappropriated Planning Years FY 2023-24 | FY 2024-25 | FY 2025-26 | FY 2026-27 | FY 2027-28 | Total Impact |
|---|---|---|---|---|---|---|---|
| No Impact Anticipated | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Total Operating Budget Impact** | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

## Information

### Agenda Item

**Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to BPC Restaurant Group, LLC dba River Smith's, at 406 Avenue Q, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

### Item Summary

BPC Restaurant Group, LLC is renovating their property at 406 Avenue Q, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the permittable project includes replacement of their HVAC system.

The cost of the permittable project is estimated to be $24,891, and the requested grant amount is $2,489. The Market Lubbock, Inc. Board of Directors approved this amount at their June 29, 2022 Board Meeting, and recommend approval by the City Council.

### Fiscal Impact

The total cost of the project is estimated to be $24,891, with $2,489 to be paid upon completion with the requested grant.

### Staff/Board Recommending

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

## Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

# RESOLUTION

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

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

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

**THAT** the Downtown Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to BPC Restaurant Group, LLC, dba River Smith's is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

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

_____
**DANIEL M. POPE, MAYOR**

**ATTEST:**

_____
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

_____
Brianna Gerardi, Business Development Director

**APPROVED AS TO FORM:**

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. Market Lubbock DT Permittable Grant – River Smiths
6.30.22

RE 22-37

# RESOLUTION APPROVING
# BPC RESTAURANT GROUP, LLC DBA RIVER SMITH'S
# DOWNTOWN PERMITTABLE GRANT - AT 406 AVENUE Q

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, June 29, 2022, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to BPC Restaurant Group, LLC, dba River Smith's at 406 Avenue Q, and is replacing the HVAC system of their building, which is located in the Downtown TIF. River Smith's began 46 years ago in a tiny A-frame on East Parkway Drive, and they shuffled locations for several years before landing at 4th Street and Avenue U. When Marsha Sharp Freeway came along, they were uprooted and moved to their current downtown location at 406 Avenue Q and have been there for over 22 years.

The scope of permittable work will include replacing the HVAC system for $24,891 in expenses.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant BPC Restaurant Group a Downtown Permittable Grant for $2,489 at 406 Avenue Q, which is located in the Downtown TIF, once proof of payment has been submitted.

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

Upon Motion by Director, Mr. Walter Cathey, and Seconded by Director, Mr. James Conwright.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with BPC Restaurant Group, LLC, for improvements to the property at 406 Avenue Q, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis, Secretary

# MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM




## 406 Ave Q

## (BPC Restaurant Group, LLC dba River Smith's)

**TOTAL SCOPE OF WORK = $24,891**

**PERMITTABLE GRANT = $2,489**

**Downtown Grant Program**
**Presented to MLI Board**
**June 29, 2022**

## Project 406 Ave Q (Permittable)

BPC Restaurant Group, LLC, dba River Smith's, is replacing the HVAC system of their building at 406 Ave Q, located within the Downtown TIF.

River Smith's began 46 years ago in a tiny A-frame on East Parkway. They shuffled locations for several years before landing at 4th & U. When Marsha Sharp Freeway came along, they were uprooted and moved to their current downtown location (406 Avenue Q) and have been there for over 22 years.

The scope of permittable work will include replacing the HVAC system for $24,891 in expenses.

The MLI Board is being asked to consider a Downtown Permittable Grant for BPC Restaurant Group totaling $2,489 at 406 Ave Q.

MARKET LUBBOCK

# Downtown Grant - Application

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

**MLI CONTACT INFORMATION**

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

| | |
|---|---|
| Date Initial Application Submitted (Due prior to start of construction or permits assigned) | 05/02/22 |
| Projected Project Start Date | 05/05/22 |
| Project Property Address | 406 Avenue Q |
| Property LCAD R# | R62539 |

**GENERAL INFORMATION**

| | | | |
|---|---|---|---|
| Company Name | BPC Restaurant Group, LLC dba River | Contact | Chris Berry |
| Street Address | 406 Avenue Q | Title | Managing Partner |
| City, State, Zip | Lubbock, TX 79401 | Phone | 806-765-8165 |
| | | Email | chris@riversmiths.com |

**INFORMATION ABOUT THE PROJECT**

Property Ownership: Own ☑ Lease ☐ Grant Type: Permittable ☑ Façade ☐

Project Summary Scope

HVAC improvements: replace 2 aging 5 ton units; replace 4 gas furnaces with air handlers; upgrade thermostats to wifi compatible

| Summary of Expenses (detailed bids attached) | Projected | MLI Approved |
|---|---|---|
| HVAC | $24,891 | $2,489 |
| | | |
| | | |
| | | |
| **TOTAL** | **$24,891** | **$2,489** |

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

**COMPANY BACKGROUND**

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

| Name | Percent | Name | Percent |
|---|---|---|---|
| Robert L. Corcorran | 34 | | |
| Richard P. Corcorran | 33 | | |
| Christopher W. Berry | 33 | | |

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

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

n/a

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

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

n/a

Is the firm receiving tax revenue from any government agency? No

**APPLICANT'S CHECKLIST:**

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

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

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

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

**Documents Required for Final Grant Application**

- Copies of City permits, if applicable ☐
- Detailed/Itemized Bids ☐
- Before Pictures ☐
- Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐
- Architectural Renderings (if applicable) ☐
- Architectural Plans (if applicable) ☐

**After Completion of Construction**

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): Chris Berry

Date: 2-May-22

# 406 Ave Q – River Smith's

## Before Pictures





e

**PLUMBING, HEATING & AIR CONDITIONING CO, INC.**
2405 1st Street Lubbock TX 79415
(806) 763-3988 FAX 806-765-0327
Joerushingpha1948@GMAIL.com

# Estimate

| | |
|---|---|
| **ESTIMATE #** | 79326378 |
| **DATE** | 06/03/2022 |
| **CUSTOMER PHONE:** | (806) 782-8643 |

| **CUSTOMER** |
|---|
| Riversmith's<br>406 Avenue Q<br>Lubbock, TX 79401 |

| **SERVICE LOCATION** |
|---|
| |

| **DESCRIPTION** |
|---|
| **ESTIMATE EXPIRATION DATE: 06/30/2022** **SALES REP: BRIAN**<br>Condensers need to be washed. Take them apart, wash the coils, and pick up the trash. Put them back together, check the electrical parts, and refrigerant charge.<br>Two of the York condensers #1 and #3 need to be replaced. One has an outdoor coil leaking refrigerant and the other has a bad compressor. The new units will be set on legs to help keep them clean.<br>Two blower motors are out and one control board. Replace the motors and install new capacitors. Clean the blower parts. When one of the motors burned up it also burned the neutral out of the control board.<br>The front kitchen units are in very bad shape. The emergency drain pan is rotten and the coils are too. The coils are also stopped up. Replace the existing indoor equipment with Maytag air handlers. Install new sheetmetal return air duct plenums and install them where it is easy to remove for easy access to the indoor coil for cleaning. Install a new emergency drain pan.<br><br>$24,891.00 |

**LICENSE #: Joe Ray Rushing TACLA002434C & M-12383**
Regulated by the Texas Dept of Licensing and Regulation P.O. Box 12157, Austin, TX 78711 1-800-803-9202 or 1-512-463-6599 www.tdlr.texas.gov
Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200, Austin, Tx 78765 1-800-845-6584

**We Propose** All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. **We are NOT responsible for repairing/replacing drywall, flooring, tile, and painting. We are not responsible for concrete unless specified.**

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Once estimate is accepted and parts have been ordered, if job is cancelled or changed and parts have been ordered, there will be a restocking fee expected to be paid at time of cancellation. In the event legal services are retained to collect payment, customer is responsible for all legal fees.

**Payment in full is due upon completion of job.**
**Upon acceptance of this proposal please sign one copy and return to this office before work is to begin.**

**Online Acceptance Signature**

| | | |
|---|---|---|
| | | |
| Authorized Signature | Authorized Signature | Date of Acceptance |

# CITY OF LUBBOCK

## *PERMIT RECEIPT*



APN: 6744000010600004000
DATE ISSUED: 10-May-2022
PERMIT: MECH-144555-2022
SCOPE: Commercial Mechanical Heating and A/C
SITE ADDRESS: 406 Ave Q
SUBDIVISION: OVERTON
CITY: LUBBOCK

PARCEL OWNER: 406 AVENUE Q LLC
ADDRESS: 406 AVENUE Q
CITY/STATE/ZIP: LUBBOCK, TX 79401

| Contact | Company | Role | Billing Contact |
|---|---|---|---|
| JOE RUSHING | JOE RUSHING PLUMBING | Contractor | Yes |

| Date | Fee Name | Fee Notes | Paid To Date | Balance Due |
|---|---|---|---|---|
| 10-May-2022 | Mechanical - Generic | | | $0.00 |
| | | | **Total** | **$0.00** |

| Payment Number | Payment Date | Payment Type | Payment Note | Transaction Type | Billing Contact | Payment Amount |
|---|---|---|---|---|---|---|
| TRC-177919-10-05-2022 | 05/10/2022 | Visa (Wells Fargo) | Paid via Tyler Cashiering. Payment(s) #2106. RUSHING, JOE (JOE RUSHING PLUMBING) | Fee Payment | JOE RUSHING | |

| Fee Name | CREDIT ACCOUNT | DEBIT ACCOUNT | AMOUNT PAID |
|---|---|---|---|
| Mechanical - Generic | 100.6225 | 100.1548 | |

## Information

### Agenda Item

**Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Mixed Nutz Leasing, LLC, at 1941 Texas Avenue, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

### Item Summary

Mixed Nutz Leasing, LLC is renovating their property at 1941 Texas Avenue, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the facade project includes painting the exterior walls.

The cost of the facade project is estimated to be $22,260, and the requested grant amount is $11,130. The Market Lubbock, Inc. Board of Directors approved this amount at their June 29, 2022 Board Meeting, and recommend approval by the City Council.

### Fiscal Impact

The total cost of the project is estimated to be $22,260, with $11,130 to be paid upon completion with the requested grant.

### Staff/Board Recommending

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

## Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

# RESOLUTION

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

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

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

**THAT** the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Mixed Nutz Leasing, LLC, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

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

_____
**TRAY PAYNE, MAYOR**

**ATTEST:**

_____
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

_____
Brianna Gerardi, Business Development Director

**APPROVED AS TO FORM:**

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. Market Lubbock DT Facade Expenditure – Mixed Nutz
6.30.22

RE 22-38

# RESOLUTION APPROVING
# MIXED NUTZ LEASING, LLC
# DOWNTOWN PERMITTABLE GRANT AND FACADE GRANT - AT 1941 TEXAS AVENUE

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, June 29, 2022, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Mixed Nutz Leasing, LLC, at 1941 Texas Avenue, which is located in the Downtown TIF. Adam Vizcaino and Robbie Sanders created Mixed Nutz Leasing, LLC on February 7, 2022 as a corporation to the title the property at 1941 Texas Avenue. Mixed Nutz will lease the property to Schrader Roofing Company, another business owned by Mr. Sanders. Sanders Roofing Company of Lubbock was founded on February 2, 2020, and the business has grown rapidly and there is a need for additional warehouse space to store product for upcoming projects, which is why 1941 Texas was acquired.

The scope of facade work will include painting the exterior walls totaling $22,260 in facade expenses and the permittable work will include replacing the roof totaling $97,977 in permittable expenses.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant Mixed Nutz, Leasing, LLC at 1941 Texas a Downtown Facade Grant totaling $11,130 and a Downtown Permittable Grant for $9,798, which is located in the Downtown TIF, once proof of payment has been submitted.

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

Upon Motion by Director, Mr. Walter Cathey, and Seconded by Director, Mr. James Conwright.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Mixed Nutz Leasing, LLC, for improvements to the property at 1941 Texas Avenue, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis, Secretary

# MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



## 1941 Texas Ave

## (Mixed Nutz Leasing, LLC)

**TOTAL SCOPE OF WORK = $120,237**

**TOTAL GRANTS = $20,928**

**TOTAL FAÇADE SCOPE OF WORK = $22,260**

**FAÇADE GRANT = $11,130**

**TOTAL PERMITTABLE SCOPE OF WORK = $97,977**

**PERMITTABLE GRANT = $9,798**

**Downtown Grant Program**
**Presented to MLI Board**
**June 29, 2022**

## Project 1941 Texas Ave (Façade & Permittable)

Mixed Nutz Leasing, LLC is making improvements to the property located at 1941 Texas Ave and within the Downtown TIF.

Adam Vizcaino and Robbie Sanders created Mixed Nutz Leasing, L.L.C. on February 7th, 2022 as a corporation to title the property at 1941 Texas Ave. Mixed Nutz will lease the property to Schrader Roofing Company, another business owned by Mr. Sanders.

Schrader Roofing Company of Lubbock was founded on February 1st, 2020. The business has grown rapidly and there is a need for additional warehouse space to store product for upcoming projects, which is why 1941 Texas was acquired.

The scope of façade work will include painting the exterior walls totaling $22,260 in façade expenses and the permittable work will include replacing the roof totaling $97,977 in permittable expenses.

The MLI Board is being asked to consider a Downtown Façade Grant totaling $11,130 and a Downtown Permittable Grant totaling $9,798 for Mixed Nutz Leasing, LLC at 1941 Texas Ave.

# Downtown Grant - Application

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

## MLI CONTACT INFORMATION

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

| | |
|---|---|
| Date Initial Application Submitted (Due prior to start of construction or permits assigned) | 4/8/22 JQ |
| Projected Project Start Date | July 1 ,2022 |
| Project Property Address | 1941 Texas Avenue Lubbock, TX 79411 |
| Property LCAD R# | 133954 |

## GENERAL INFORMATION

| | | | |
|---|---|---|---|
| Company Name | Mixed Nutz Leasing | Contact | Robbie Sanders |
| Street Address | 1941 Texas Avenue | Title | Manager |
| City, State, Zip | Lubbock, TX 79411 | Phone | 806-319-2225 |
| | | Email | srclrobbie@gmail.com |

## INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☑ Lease ☐ Grant Type: Permittable ☑ Façade ☑

Project Summary Scope

Roof replaced and exterior walls painted.

| Summary of Expenses (detailed bids attached) | Projected | MLI Approved |
|---|---|---|
| Reroof entire building | $97,977 | $9,798 |
| Exterior walls painted | $22,260 | $11,130 |
| | | |
| | | |
| **TOTAL** | **$120,237** | **$20,928** |

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

## COMPANY BACKGROUND

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

| Name | Percent | Name | Percent |
|---|---|---|---|
| Robbie Sanders | 50% | | |
| Adam Vizcaino | 50% | | |

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

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

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

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

Is the firm receiving tax revenue from any government agency? No

**APPLICANT'S CHECKLIST:**

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

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

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

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

**Documents Required for Final Grant Application**

- Copies of City permits, if applicable ☐
- Detailed/Itemized Bids ☐
- Before Pictures ☐
- Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐
- Architectural Renderings (if applicable) ☐
- Architectural Plans (if applicable) ☐

**After Completion of Construction**

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): _____

Date: _____

# 1941 Texas Ave – Before Pictures








SCHRADER
ROOFING COMPANY
*of Lubbock*
www.schraderroofinglubbock.com
New Mexico License Number 405485

June 13, 2022

Samantha Sanders
Mixed Nutz Leasing, LLC
1941 Texas Avenue
Lubbock, Texas 79411

Reference: Center section roof replacement
1941 Texas Avenue
Lubbock, Texas 79411

Please see our below scope of work for the project mentioned above.

Remove existing roofing to deck.
Examine existing gypsum decking and notify owner's representative of any problem areas.
Install R-25 polyisocyanurate roof insulation to comply with City of Lubbock building code.
Install cover board.
All layers of insulation to be adhered down with FlexFast insulation adhesive.
Install totally adhered Carlisle .060 gray single-ply membrane roof system in strict accordance with manufacturer's specifications.
Install sheathing at interior of front parapet walls.
Install TPO membrane at interior of all parapet walls.
Remove abandoned roof penetrations.
Flash all remaining penetrations.
Furnish and install 24 gauge prefinished coping cap, conductor heads, and downspouts.
Furnish 15 year manufacturer's warranty.

Bid Amount: $ 97,977.00

Payments to be made as following: Upon receipt of invoice

Notes/Exclusions: Includes sales tax.

Schrader Roofing Company of Lubbock: Robbie K Sanders

(806) 319-2225 • PO Box 64098 • Lubbock, TX 79464 • *srclrobbie@gmail.com*

16 June 2022

Ms. Samantha Sanders
Mixed Nutz Leasing, LLC
1941 Texas Avenue
Lubbock, TX 79411

Re: **PROPOSAL REVIEW AND OPINION**
Center Section Roof Replacement Project
1941 Texas Avenue
Lubbock, TX 79411

Ms. Sanders:

Thank you for the opportunity to present you our professional opinion of the submitted proposal for the roof replacement of the center section of the property located at 1941 Texas Ave., Lubbock TX 79411. This proposal appears to be fair and in line with current market pricing based upon the evaluation of the proposal documents and recommended scope of work for the roof replacement at this location. The pricing is very competitive and in line with other projects we have completed within the last 12 months in the Lubbock area. These projects would be as follows:

- Wheelock Elementary School – Lubbock Independent School District
- Preston Smith Elementary School – Lubbock Independent School District
- Grooves Library – City of Lubbock
- Fire Academy – City of Lubbock

It is our recommendation to award this project to Schrader Roofing Company since this proposal appears to adequately address the issues at this project location.

KWA Engineering & Building Science Co., Inc., has had great results when Schrader Roofing Company has been the roofing installer and we are confident that they will deliver you a great roofing project when they are given the notice to proceed.

KWA Engineering & Building Science Co., Inc., is a professional engineering firm. The Texas Board of Professional Engineers [1] has jurisdiction over complaints regarding the professional practices of persons registered as engineers in Texas.

[1] Texas Board of Professional Engineers, 1917 IH-35 South, Austin, TX 78741, (512) 440-7723.

If you have any questions or wish to discuss the contents of this correspondence in more detail, please contact me at 806.781.0738 or via email at Brad.Draper@KWA-Engineers.com.

Sincerely,

Brad Draper, RRO, IIBEC
Senior Consultant
KWA Engineering & Building Science Co., Inc.

Cc: Job File

4203 N CR 1765 - PO BOX 1674 2 - LUBBOCK TX 79490

# CITY OF LUBBOCK

## *PERMIT RECEIPT*



APN: 1969000000100150000
DATE ISSUED: 16-Jun-2022
PERMIT: COMM-147601-2022
SCOPE: Commercial Building Replacement Roof
SITE ADDRESS: 1941 Texas Ave
SUBDIVISION: DUPREE
CITY: LUBBOCK

PARCEL OWNER: MIXED NUTZ LEASING I
ADDRESS: 248 COWBOY LN
CITY/STATE/ZIP: BUFFALO SPRINGS, TX 7

| Contact | Company | Role | Billing Contact |
|---|---|---|---|
| MISTY BRYANT | SCHRADER ROOFING COMPANY OF I | Contractor | Yes |

| Date | Fee Name | Fee Notes | Paid To Date | Balance Due |
|---|---|---|---|---|
| 15-Jun-2022 | Roofing Permit | | $50.00 | $0.00 |
| | | | **Total** | **$0.00** |

| Payment Number | Payment Date | Payment Type | Payment Note | Transaction Type | Billing Contact | Payment Amount |
|---|---|---|---|---|---|---|
| TRC-181524-16-06-2022 | 06/16/2022 | Visa (Wells Fargo) | Paid via Tyler Cashiering. Payment(s) #5272. BRYANT, MISTY (SCHRADER ROOFING COMPANY OF LUBBOCK) | Fee Payment | MISTY BRYANT | $50.00 |

| Fee Name | CREDIT ACCOUNT | DEBIT ACCOUNT | AMOUNT PAID |
|---|---|---|---|
| Roofing Permit | 100.6222 | 100.1548 | $50.00 |

James Padgett Painting, Inc

7204 Joliet, Suite 5
Lubbock, Texas 79423

# Quote

| Date | Quote # |
|---|---|
| 4/4/2022 | 5703 |

| Name / Address |
|---|
| Schrader Roofing Company of Lubbock<br>602 23rd Street<br>Lubbock, TX 79404 |

| P.O. No. | Project |
|---|---|
| | New Office TX Ave |

| Description |
|---|
| New Office TX Ave |
| Power Wash Building |
| Spot prime as needed and repaint exterior walls |
| Material |
| Rental Equipment |
| Workers comp. and general liability will be in effect for this project |

| | | |
|---|---|---|
| | **Total** | $22,260.00 |

## Information

### Agenda Item

**Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Mixed Nutz Leasing, LLC, at 1941 Texas Avenue, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

### Item Summary

Mixed Nutz Leasing, LLC is renovating their property at 1941 Texas Avenue, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the permittable project includes replacement of the roof.

The cost of the permittable project is estimated to be $97,977, and the requested grant amount is $9,798. The Market Lubbock, Inc. Board of Directors approved this amount at their June 29, 2022 Board Meeting, and recommend approval by the City Council.

### Fiscal Impact

The total cost of the project is estimated to be $97,977, with $9,798 to be paid upon completion with the requested grant.

### Staff/Board Recommending

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

## Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

# RESOLUTION

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

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

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

**THAT** the Downtown Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Mixed Nutz Leasing, LLC is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

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

_____
**DANIEL M. POPE, MAYOR**

**ATTEST:**

_____
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

_____
Brianna Gerardi, Business Development Director

**APPROVED AS TO FORM:**

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. Market Lubbock DT Permittable Grant – Mixed Nutz
6.30.22

RE 22-38

# RESOLUTION APPROVING
# MIXED NUTZ LEASING, LLC
# DOWNTOWN PERMITTABLE GRANT AND FACADE GRANT - AT 1941 TEXAS AVENUE

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, June 29, 2022, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Mixed Nutz Leasing, LLC, at 1941 Texas Avenue, which is located in the Downtown TIF. Adam Vizcaino and Robbie Sanders created Mixed Nutz Leasing, LLC on February 7, 2022 as a corporation to the title the property at 1941 Texas Avenue. Mixed Nutz will lease the property to Schrader Roofing Company, another business owned by Mr. Sanders. Sanders Roofing Company of Lubbock was founded on February 2, 2020, and the business has grown rapidly and there is a need for additional warehouse space to store product for upcoming projects, which is why 1941 Texas was acquired.

The scope of facade work will include painting the exterior walls totaling $22,260 in facade expenses and the permittable work will include replacing the roof totaling $97,977 in permittable expenses.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant Mixed Nutz, Leasing, LLC at 1941 Texas a Downtown Facade Grant totaling $11,130 and a Downtown Permittable Grant for $9,798, which is located in the Downtown TIF, once proof of payment has been submitted.

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

Upon Motion by Director, Mr. Walter Cathey, and Seconded by Director, Mr. James Conwright.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Mixed Nutz Leasing, LLC, for improvements to the property at 1941 Texas Avenue, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis, Secretary

# MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



## 1941 Texas Ave

## (Mixed Nutz Leasing, LLC)

**TOTAL SCOPE OF WORK = $120,237**

**TOTAL GRANTS = $20,928**

**TOTAL FAÇADE SCOPE OF WORK = $22,260**

**FAÇADE GRANT = $11,130**

**TOTAL PERMITTABLE SCOPE OF WORK = $97,977**

**PERMITTABLE GRANT = $9,798**

**Downtown Grant Program**
**Presented to MLI Board**
**June 29, 2022**

## Project 1941 Texas Ave (Façade & Permittable)

Mixed Nutz Leasing, LLC is making improvements to the property located at 1941 Texas Ave and within the Downtown TIF.

Adam Vizcaino and Robbie Sanders created Mixed Nutz Leasing, L.L.C. on February 7th, 2022 as a corporation to title the property at 1941 Texas Ave. Mixed Nutz will lease the property to Schrader Roofing Company, another business owned by Mr. Sanders.

Schrader Roofing Company of Lubbock was founded on February 1st, 2020. The business has grown rapidly and there is a need for additional warehouse space to store product for upcoming projects, which is why 1941 Texas was acquired.

The scope of façade work will include painting the exterior walls totaling $22,260 in façade expenses and the permittable work will include replacing the roof totaling $97,977 in permittable expenses.

The MLI Board is being asked to consider a Downtown Façade Grant totaling $11,130 and a Downtown Permittable Grant totaling $9,798 for Mixed Nutz Leasing, LLC at 1941 Texas Ave.

# Downtown Grant - Application

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

## MLI CONTACT INFORMATION

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

| | |
|---|---|
| Date Initial Application Submitted (Due prior to start of construction or permits assigned) | 4/8/22 JQ |
| Projected Project Start Date | July 1 ,2022 |
| Project Property Address | 1941 Texas Avenue Lubbock, TX 79411 |
| Property LCAD R# | 133954 |

## GENERAL INFORMATION

| | | | |
|---|---|---|---|
| Company Name | Mixed Nutz Leasing | Contact | Robbie Sanders |
| Street Address | 1941 Texas Avenue | Title | Manager |
| City, State, Zip | Lubbock, TX 79411 | Phone | 806-319-2225 |
| | | Email | srclrobbie@gmail.com |

## INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☑ Lease ☐ Grant Type: Permittable ☑ Façade ☑

Project Summary Scope

Roof replaced and exterior walls painted.

| Summary of Expenses (detailed bids attached) | Projected | MLI Approved |
|---|---|---|
| Reroof entire building | $97,977 | $9,798 |
| Exterior walls painted | $22,260 | $11,130 |
| | | |
| | | |
| **TOTAL** | **$120,237** | **$20,928** |

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

## COMPANY BACKGROUND

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

| Name | Percent | Name | Percent |
|---|---|---|---|
| Robbie Sanders | 50% | | |
| Adam Vizcaino | 50% | | |

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

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

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

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

Is the firm receiving tax revenue from any government agency? No

**APPLICANT'S CHECKLIST:**

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

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

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

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

**Documents Required for Final Grant Application**

- Copies of City permits, if applicable ☐
- Detailed/Itemized Bids ☐
- Before Pictures ☐
- Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐
- Architectural Renderings (if applicable) ☐
- Architectural Plans (if applicable) ☐

**After Completion of Construction**

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): _____

Date: _____

# 1941 Texas Ave – Before Pictures








SCHRADER
ROOFING COMPANY
*of Lubbock*
www.schraderroofinglubbock.com
New Mexico License Number 405485

June 13, 2022

Samantha Sanders
Mixed Nutz Leasing, LLC
1941 Texas Avenue
Lubbock, Texas 79411

Reference: Center section roof replacement
1941 Texas Avenue
Lubbock, Texas 79411

Please see our below scope of work for the project mentioned above.

Remove existing roofing to deck.
Examine existing gypsum decking and notify owner's representative of any problem areas.
Install R-25 polyisocyanurate roof insulation to comply with City of Lubbock building code.
Install cover board.
All layers of insulation to be adhered down with FlexFast insulation adhesive.
Install totally adhered Carlisle .060 gray single-ply membrane roof system in strict accordance with manufacturer's specifications.
Install sheathing at interior of front parapet walls.
Install TPO membrane at interior of all parapet walls.
Remove abandoned roof penetrations.
Flash all remaining penetrations.
Furnish and install 24 gauge prefinished coping cap, conductor heads, and downspouts.
Furnish 15 year manufacturer's warranty.

Bid Amount: $ 97,977.00

Payments to be made as following: Upon receipt of invoice

Notes/Exclusions: Includes sales tax.

Schrader Roofing Company of Lubbock: Robbie K Sanders

(806) 319-2225 • PO Box 64098 • Lubbock, TX 79464 • *srclrobbie@gmail.com*

16 June 2022

Ms. Samantha Sanders
Mixed Nutz Leasing, LLC
1941 Texas Avenue
Lubbock, TX 79411

Re: **PROPOSAL REVIEW AND OPINION**
Center Section Roof Replacement Project
1941 Texas Avenue
Lubbock, TX 79411

Ms. Sanders:

Thank you for the opportunity to present you our professional opinion of the submitted proposal for the roof replacement of the center section of the property located at 1941 Texas Ave., Lubbock TX 79411. This proposal appears to be fair and in line with current market pricing based upon the evaluation of the proposal documents and recommended scope of work for the roof replacement at this location. The pricing is very competitive and in line with other projects we have completed within the last 12 months in the Lubbock area. These projects would be as follows:

- Wheelock Elementary School – Lubbock Independent School District
- Preston Smith Elementary School – Lubbock Independent School District
- Grooves Library – City of Lubbock
- Fire Academy – City of Lubbock

It is our recommendation to award this project to Schrader Roofing Company since this proposal appears to adequately address the issues at this project location.

KWA Engineering & Building Science Co., Inc., has had great results when Schrader Roofing Company has been the roofing installer and we are confident that they will deliver you a great roofing project when they are given the notice to proceed.

KWA Engineering & Building Science Co., Inc., is a professional engineering firm. The Texas Board of Professional Engineers [1] has jurisdiction over complaints regarding the professional practices of persons registered as engineers in Texas.

[1] Texas Board of Professional Engineers, 1917 IH-35 South, Austin, TX 78741, (512) 440-7723.

If you have any questions or wish to discuss the contents of this correspondence in more detail, please contact me at 806.781.0738 or via email at Brad.Draper@KWA-Engineers.com.

Sincerely,

Brad Draper, RRO, IIBEC
Senior Consultant
KWA Engineering & Building Science Co., Inc.

Cc: Job File

4203 N CR 1765 - PO BOX 1674 2 - LUBBOCK TX 79490

# CITY OF LUBBOCK

## *PERMIT RECEIPT*



APN: 1969000000100150000
DATE ISSUED: 16-Jun-2022
PERMIT: COMM-147601-2022
SCOPE: Commercial Building Replacement Roof
SITE ADDRESS: 1941 Texas Ave
SUBDIVISION: DUPREE
CITY: LUBBOCK

PARCEL OWNER: MIXED NUTZ LEASING I
ADDRESS: 248 COWBOY LN
CITY/STATE/ZIP: BUFFALO SPRINGS, TX 7

| Contact | Company | Role | Billing Contact |
|---|---|---|---|
| MISTY BRYANT | SCHRADER ROOFING COMPANY OF I | Contractor | Yes |

| Date | Fee Name | Fee Notes | Paid To Date | Balance Due |
|---|---|---|---|---|
| 15-Jun-2022 | Roofing Permit | | $50.00 | $0.00 |
| | | | **Total** | **$0.00** |

| Payment Number | Payment Date | Payment Type | Payment Note | Transaction Type | Billing Contact | Payment Amount |
|---|---|---|---|---|---|---|
| TRC-181524-16-06-2022 | 06/16/2022 | Visa (Wells Fargo) | Paid via Tyler Cashiering. Payment(s) #5272. BRYANT, MISTY (SCHRADER ROOFING COMPANY OF LUBBOCK) | Fee Payment | MISTY BRYANT | $50.00 |

| Fee Name | CREDIT ACCOUNT | DEBIT ACCOUNT | AMOUNT PAID |
|---|---|---|---|
| Roofing Permit | 100.6222 | 100.1548 | $50.00 |

James Padgett Painting, Inc

7204 Joliet, Suite 5
Lubbock, Texas 79423

# Quote

| Date | Quote # |
|---|---|
| 4/4/2022 | 5703 |

| Name / Address |
|---|
| Schrader Roofing Company of Lubbock<br>602 23rd Street<br>Lubbock, TX 79404 |

| P.O. No. | Project |
|---|---|
| | New Office TX Ave |

| Description |
|---|
| New Office TX Ave |
| Power Wash Building |
| Spot prime as needed and repaint exterior walls |
| Material |
| Rental Equipment |
| Workers comp. and general liability will be in effect for this project |

| | | |
|---|---|---|
| | **Total** | $22,260.00 |

## Information

### Agenda Item

**Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to LBB Hwy 84, LLC, at 1704 Marsha Sharp Freeway, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

### Item Summary

LBB Hwy 84, LLC, is renovating their property at 1704 Marsha Sharp Freeway, which is located within the Downtown Tax Increment Financing District boundary, as designated by the City of Lubbock. The scope of the facade project includes the construction of a Home 2 Suites by Hilton hotel.

The cost of the facade project is estimated to be $50,000, and the requested grant amount is $25,000. The Market Lubbock, Inc. Board of Directors approved this amount at their June 29, 2022 Board Meeting, and recommend approval by the City Council.

### Fiscal Impact

The total cost of the project is estimated to be $50,000, with $25,000 to be paid upon completion with the requested grant.

### Staff/Board Recommending

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

## Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

**RESOLUTION**

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

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

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

**THAT** the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to LBB Hwy 84, LLC, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

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

_____
**TRAY PAYNE, MAYOR**

**ATTEST:**

_____
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

_____
Brianna Gerardi, Business Development Director

**APPROVED AS TO FORM:**

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. Market Lubbock DT Facade Expenditure – LBB Hwy 84
6.30.22

RE 22-39

RESOLUTION APPROVING
LBB HWY 84, LLC
DOWNTOWN PERMITTABLE GRANT AND FACADE GRANT - AT 1704 MARSHA SHARP FREEWAY

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, June 29, 2022, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to LBB Hwy 84, LLC, known as Baywood Hotels, is building a new Home 2 Suites by Hilton hotel at 1704 Marsha Sharp Freeway, which is located in the Downtown TIF. Baywood Hotels is one of the nation's fastest growing, privately owned hotel companies, with over $1 Billion in assets. The key to Baywood's success as managers, employers and developers is their ability to continually offer some of the most innovative solutions in the hotel industry. There are three Baywood properties currently in Lubbock, which include Residence Inn Lubbock in the University Area, Residence Inn Lubbock-Southwest, and Tru by Hilton Lubbock Southwest.

The scope of facade and permittable work will include the building a a new Hone 2 Suites by Hilton totaling $13,554,540 in expenses.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant LBB Hwy 84, LLC at 1704 Marsha Sharp Freeway a Downtown Facade Grant totaling $25,000 and a Downtown Permittable Grant for $100,000, which is located in the Downtown TIF, once proof of payment has been submitted.

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

Upon Motion by Director, Mr. Walter Cathey, and Seconded by Director, Mr. James Conwright.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with LBB Hwy 84, LLC, for improvements to the property at 1704 Marsha Sharp Freeway, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis, Secretary

# MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM




## 1704 Marsha Sharp Freeway

## (LBB Hwy 84, LLC)

**TOTAL SCOPE OF WORK = $13,554,540**

**TOTAL GRANTS = $125,000**

**TOTAL FAÇADE SCOPE OF WORK = $50,000**

**FAÇADE GRANT = $25,000**

**TOTAL PERMITTABLE SCOPE OF WORK = $13,504,540**

**PERMITTABLE GRANT = $100,000**

**Downtown Grant Program**
**Presented to MLI Board**
**June 29, 2022**

## Project 1704 Marsha Sharp Freeway (Façade & Permittable)

LBB Hwy 84, LLC, via Baywood Hotels, is building a new Home 2 Suites by Hilton hotel at 1704 Marsha Sharp Freeway, located in the Downtown TIF.

Baywood Hotels is one of the nation's fastest growing, privately owned hotel companies, with over $1 billion in assets. The key to Baywood's success as managers, employers and developers is their ability to continually offer some of the most innovative solutions in the hotel industry. There are three Baywood properties currently in Lubbock…..Residence Inn Lubbock-University Area, Residence Inn Lubbock-Southwest and Tru by Hilton Lubbock Southwest.

The scope of façade and permittable work will include the building of a new Home 2 Suites by Hilton totaling $13,554,540 in expenses.

The MLI Board is being asked to consider a Downtown Façade Grant of $25,000 and a Downtown Permittable Grant of $100,000 for LBB Hwy 84, LLC at 1704 Marsha Sharp Freeway.

# Downtown Grant - Application

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

**MLI CONTACT INFORMATION**

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

| | |
|---|---|
| Date Initial Application Submitted (Due prior to start of construction or permits assigned) | 06/14/22 |
| Projected Project Start Date | September 1st - Slated Construction stard date |
| Project Property Address | 1704 Marsha Sharp Freeway (formerly 310 Ave Q) |
| Property LCAD R# | 38640 |

**GENERAL INFORMATION**

| | | | |
|---|---|---|---|
| Company Name | LBB Hwy 84, LLC | Contact | BJ Patel |
| Street Address | 7300 Blanco Road, Suite 701 | Title | Vice President |
| City, State, Zip | San Antonio, TX 78216 | Phone | 210 317 7472 |
| | | Email | bj.patel@baywoodhotels.com |

**INFORMATION ABOUT THE PROJECT**

Property Ownership: Own ☑ Lease ☐ Grant Type: Permittable ☑ Façade ☑

Project Summary Scope

We are building a Home 2 Suites by Hilton on this land which once housed a run down old motel. Room count is 112.

| Summary of Expenses (detailed bids attached) | Projected | MLI Approved |
|---|---|---|
| Façade | $50,000 | $25,000 |
| Permittable | $13,504,540 | $100,000 |
| | | $0 |
| | | $0 |
| **TOTAL** | **$13,554,540** | **$125,000** |

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

**COMPANY BACKGROUND**

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

| Name | Percent | Name | Percent |
|---|---|---|---|
| Subodh Patel | 50% | Nick Naik | 50% |
| | | | |

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

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

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

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

Is the firm receiving tax revenue from any government agency? No

**APPLICANT'S CHECKLIST:**

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

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

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

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

**Documents Required for Final Grant Application**

- Copies of City permits, if applicable ☐
- Detailed/Itemized Bids ☐
- Before Pictures ☐
- Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐
- Architectural Renderings (if applicable) ☐
- Architectural Plans (if applicable) ☐

**After Completion of Construction**

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): BJ Patel via email

Date: 6/14/2022

# 1704 Marsha Sharp Freeway

Former Inn of the South Plains









HOME 2 SUITES BY HILTON
HOME 2 SUITES BY HILTON


HOME 2
SUITES BY HILTON
HOME 2

**EXHIBIT - A**

**BID PROPOSAL**

| ***PROJECT NAME*** *- Home2 Suites by Hilton* |
|---|
| ***PROJECT LOCATION*** *- Lubbock, TX* |

| ***DIV*** | ***DESCRIPTION*** | ***Final proposal*** |
|---|---|---|
| ***1*** | ***General Conditions*** | |
| | General Conditions | $ 675,000.00 |
| | Postage/Shipping | $ 2,000.00 |
| | Temp Labor | $ 51,520.00 |
| | Temporary heating | $ 10,000.00 |
| | Project security | $ 45,000.00 |
| | Misc. Expenses | $ 35,100.00 |
| | Equipment Rental | $ 70,000.00 |
| | Travel / Stay / Rental expenses | $ 50,000.00 |
| | Job Trailer | $ 21,000.00 |
| | Storage Conex | $ 7,000.00 |
| | Temp Water | $ 12,000.00 |
| | Temp Electric | $ 38,000.00 |
| | Temp Fence | $ 18,000.00 |
| | Portable toilets | $ 14,100.00 |
| | Waste Management and Dumpster | $ 60,000.00 |
| | General project cleaning | $ 20,000.00 |
| | Blueprint and Copies | $ 3,000.00 |
| | Safety | $ 5,000.00 |
| | Street Sweeping | $ 18,000.00 |
| | Final Cleaning | $ 48,000.00 |
| | | |
| ***2*** | ***Site Work*** | |
| | Survey | $ 23,000.00 |
| | Testing | $ 30,000.00 |
| | Demo | NIC |
| | Sitework | $ 225,000.00 |
| | Underground Utilities - Sewer, Water, FL, SD | $ 180,000.00 |
| | Asphalt Paving | $ 256,300.00 |
| | Striping & signage | $ 8,000.00 |
| | Landscaping & Irrigation Allowance | $ 95,000.00 |
| | Erosion Control | $ 20,000.00 |
| | Termite control @ slab | $ 3,000.00 |
| | Bike Racks | $ 1,500.00 |
| | | |

| | | |
|---|---|---|
| ***3*** | ***Concrete*** | |
| | Building Concrete | $ 279,000.00 |
| | Site Concrete | $ 196,000.00 |
| | Gypcrete | $ 140,000.00 |
| | | |
| ***4*** | ***Masonry*** | |
| | CMU @ Dumpster, Storage & Pool Wall | $ 75,000.00 |
| | Block Wall | Incl above |
| | | |
| ***5*** | ***Metals*** | |
| | Structural Steel | $ 175,300.00 |
| | Misc Steel (elevator steel, bollards, dumpster gates, handrail etc) | $ 50,000.00 |
| | Metal Fence at Pool | $ 18,000.00 |
| | Beacon Glass Steel Allowance | $ 5,000.00 |
| | | |
| ***6*** | ***Woods And Plastics*** | |
| | Framing & Trusses - Material & Labor | $ 2,378,520.00 |
| | Blocking & Misc framing | Incl in Framing |
| | Guest Room Millwork & Tops - Material | NIC |
| | Public area Millwork & Tops (Mat & Install) | $ 122,000.00 |
| | | |
| ***7*** | ***Thermal & Moisture Protection*** | |
| | Building Insulation | $ 285,000.00 |
| | EIFS | $ 390,000.00 |
| | Exterior Wall Tile | $ 14,000.00 |
| | TPO Roofing | $ 256,000.00 |
| | Fire stopping | $ 25,000.00 |
| | | |
| ***8*** | ***Doors & Windows*** | |
| | Doors, Frames & hardware | $ 240,000.00 |
| | Doors & hardware - Labor | $ 112,000.00 |
| | General carpentry | $ 75,000.00 |
| | Shower doors material | $ 65,000.00 |
| | Shower doors install | $ 42,000.00 |
| | Automatic Entry Doors | $ 22,000.00 |
| | Aluminum Windows & Louvers | $ 160,000.00 |
| | Aluminum Storefronts | $ 52,000.00 |
| | Electronic Lockset - Mat & Install | $ 60,000.00 |
| | | |
| ***9*** | ***Finishes*** | |
| | Drywall- Material & install Tape, texture | $ 850,000.00 |
| | Flooring Material Allowance | $ 140,000.00 |
| | Flooring Install | $ 243,000.00 |
| | FRP | $ 7,000.00 |
| | Acoustical Tile Ceiling System | $ 30,000.00 |

| | | |
|---|---|---|
| | Painting | $ 192,000.00 |
| | Vinyl Wall Covering Installation | $ 85,000.00 |
| | | |
| ***10*** | ***Specialties*** | |
| | Toilet and Bath Accessories - Material | $ 30,000.00 |
| | Toilet and Bath Accessories - Labor | $ 16,800.00 |
| | Tub surround - Material | $ 65,000.00 |
| | Tub surround - Install | $ 30,800.00 |
| | BOH Shelving allowance | $ 10,000.00 |
| | Corner Guards - Mat & labor | $ 9,000.00 |
| | Toilet partitions - Material & Labor | N/A |
| | Fire extinguishers | $ 10,000.00 |
| | Mirrors at Gym | $ 4,500.00 |
| | Flagpole - Material & Install | $ 4,000.00 |
| | BBQ Grill - Material & Labor | $ 14,000.00 |
| | Fire Pit - Material & Labor | $ 7,500.00 |
| | Wood Fence around Mechanical Units | $ 3,000.00 |
| | Stainless Steel Crane Guardrail : 7/SP-2 - Material & Install | $ 500.00 |
| | Proposed Gate per C03.0 Allowance | $ 3,000.00 |
| | Screen Wall per C03.0 Allowance | $ 16,500.00 |
| | Porte Cochere Stained Wood Trellis | $ 10,000.00 |
| | String Lights for Porte Cochere | $ 500.00 |
| | Beacon Glass | $ 38,500.00 |
| | | |
| ***11*** | ***Equipment*** | |
| | NIC | |
| | | |
| ***12*** | ***Furnishing*** | |
| | FF & E Installation | $ 149,400.00 |
| | Interior Signage Install | Incl above |
| | | |
| ***13*** | ***Special Construction*** | |
| | Swimming Pool | $ 125,000.00 |
| | | |
| ***14*** | ***Conveying Systems*** | |
| | Laundry Chute | $ 17,500.00 |
| | Elevators : 2 Each | $ 241,000.00 |
| | | |
| ***15*** | ***Mechanicals*** | |
| | Plumbing | $ 1,100,000.00 |
| | HVAC | $ 750,000.00 |
| | PTAC | $ 178,000.00 |
| | Verdant Thermostats | $ 23,000.00 |
| | | |
| ***16*** | ***Electrical*** | |

| | | | |
|---|---|---|---|
| | Electrical | $ | 1,094,000.00 |
| | Electric light fixtures Allowance | $ | 140,000.00 |
| | Automatic Fire Sprinkler | $ | 155,000.00 |
| | Fire pump Allowance | $ | 40,000.00 |
| | Fire Alarm & Monitoring | $ | 95,000.00 |
| | Low Data, TV & Cable | $ | 86,500.00 |
| | CCTV Rough In Allowance | $ | 5,000.00 |
| | Music System Rough In Allowance | $ | 3,200.00 |
| | | | |
| | GC Overhead and Profit | $ | 250,000.00 |
| | | | |
| | ***TOTAL BUDGET*** | **$** | **13,554,540.00** |

**EXHIBIT - B**

**DRAWING LOG**

**HOME2 SUITES -MARSHA SHARP FREEWAY & AVENUE Q, LUBBOCK, TX-79401**

| SHEET # | SHEET NAME | DATE: | REV. # |
|---|---|---|---|
| **CIVIL** | | | |
| C01.0 | COVER SHEET | 01/31/22 | - |
| C01.1 | GENERAL NOTES | 01/31/22 | - |
| C02.0 | ALTA / ACSM SURVEY (BY OTHERS) | 07/12/21 | - |
| C02.1 | DEMOLITION PLAN | 01/31/22 | - |
| C03.0 | SITE PLAN | 01/31/22 | - |
| C03.1 | STAKING PLAN | 01/31/22 | - |
| C03.2 | HARDSCAPE DETAILS I | 01/31/22 | - |
| C03.3 | HARDSCAPE DETAILS II | 01/31/22 | - |
| C04.0 | UTILITY PLAN | 01/31/22 | - |
| C04.1 | UTILITY DETAILS I | 01/31/22 | - |
| C04.2 | UTILITY DETAILS II | 01/31/22 | - |
| C04.3 | PIPE PROFILES | 01/31/22 | - |
| C05.0 | GRADING AND DRAINAGE PLAN | 01/31/22 | - |
| C05.1 | EXISTING DRAINAGE AREAS | 01/31/22 | - |
| C05.2 | PROPOSED DRAINAGE AREAS | 01/31/22 | - |
| C06.0 | EROSION CONTROL PLAN | 01/31/22 | - |
| C06.1 | EROSION CONTROL DETAILS | 01/31/22 | - |
| LS100 | LANDSCAPE PLANTING PLAN | 11/15/21 | - |
| LS500 | LANDSCAPE PLANTING DETAILS | 11/15/21 | - |
| LS501 | LANDSCAPE PLANTING SPECIFICATIONS | 11/15/21 | - |
| LI100 | IRRIGATION PLAN | 11/15/21 | - |
| LI500 | IRRIGATION DETAILS | 11/15/21 | - |
| **ARCHITECTURAL** | | | |
| CS-1 | COVER SHEET | 01/31/22 | - |
| CS-2 | PROJECT AND CODE DATA | 01/31/22 | - |
| CS-3 | GENERAL NOTES, LEGENDS, ABBREVIATIONS | 01/31/22 | - |
| SP-1 | ARCHITECTURAL SITE PLAN | 01/31/22 | - |
| SP-2 | POOL / PATIO AREA PLAN & ELEVATION | 01/31/22 | - |
| SP-3 | POOL AREA - SECTION & DETAILS | 01/31/22 | - |
| SP-4 | DUMPSTER ENCLOSURE PLAN & DETAIL | 01/31/22 | - |
| SP-5 | PORTE COCHERE PLAN, RCP & ROOF PLAN | 01/31/22 | - |
| A-0.1 | FIRE RATED ASSEMBLIES: INDIVIDUAL ENCASEMENT I | 01/31/22 | - |
| A-0.1.1 | FIRE RATED ASSEMBLIES: INDIVIDUAL ENCASEMENT II | 01/31/22 | - |
| A-0.2 | FIRE RATED ASSEMBLIES: WALLS I | 01/31/22 | - |
| A-0.2.2 | FIRE RATED ASSEMBLIES: WALLS III | 01/31/22 | - |
| A-0.3 | FIRE RATED ASSEMBLIES: HORIZONTAL I | 01/31/22 | - |
| A-0.4 | FIRE RATED ASSEMBLIES: FLOOR / CEILING PENETRATIONS | 01/31/22 | - |

| | | | |
|---|---|---|---|
| A-0.5 | ACCESSIBILITY: STANDARD DETAILS I | 01/31/22 | - |
| A-0.5.1 | ACCESSIBILITY: STANDARD DETAILS II | 01/31/22 | - |
| A-0.5.2 | ACCESSIBILITY DETAILS: MISCELLANEOUS | 01/31/22 | - |
| A-0.5.3 | ACCESSIBILITY: PLUMBING FIXTURE DETAILS | 01/31/22 | - |
| A-0.5.4 | ACCESSIBILITY DETAILS: ELEVATORS | 01/31/22 | - |
| A-0.7 | WALL TYPES & FLOOR / CEILING / ROOF TYPES | 01/31/22 | - |
| A-1.1 | FLOOR PLAN: LEVEL 1 | 01/31/22 | - |
| A-1.2 | FLOOR PLAN: LEVEL 2 | 01/31/22 | - |
| A-1.3 | FLOOR PLAN: LEVEL 3 | 01/31/22 | - |
| A-1.4 | FLOOR PLAN: LEVEL 4 | 01/31/22 | - |
| A-2.1 | ROOF PLAN | 01/31/22 | - |
| A-2.2 | ROOF DETAILS | 01/31/22 | - |
| A-3.1 | REFLECTED CEILINGS PLAN: LEVEL 1 | 01/31/22 | - |
| A-3.1 | REFLECTED CEILINGS PLAN: LEVEL 2 | 01/31/22 | - |
| A-4.1 | EXTERIOR ELEVATIONS I | 01/31/22 | - |
| A-4.2 | EXTERIOR ELEVATIONS II | 01/31/22 | - |
| A-5.1 | BUILDING SECTIOSN: TRANSVERSE | 01/31/22 | - |
| A-5.2 | WALL SECTIONS: EXTERIOR WALLS | 01/31/22 | - |
| A-5.3 | WALL SECTIONS: EXTERIOR WALLS | 01/31/22 | - |
| A-5.4 | WALL SECTIONS: INT. FIRE PARTITION & FIRE BARRIER WALLS | 01/31/22 | - |
| A-5.5 | STAIR "A" PLANS & SECTIONS | 01/31/22 | - |
| A-5.6 | STAIR "B" PLANS & SECTIONS | 01/31/22 | - |
| A-5.7 | STAIR DETAILS | 01/31/22 | - |
| A-5.8 | BUILDING SHAFTS PLANS & SPECIFICATIONS | 01/31/22 | - |
| A-5.9 | PLAN DETAILS | 01/31/22 | - |
| A-5.10 | SECTION DETAILS - PARAPETS | 01/31/22 | - |
| A-5.11 | SECTION DETAILS - FLOOR / WALL INTERSECTIONS | 01/31/22 | - |
| A-5.12 | MISCELLANEOUS DETAILS | 01/31/22 | - |
| A-6.1 | LOBBY AREA FLOOR PLAN | 01/31/22 | - |
| A-6.1A | LOBBY AREA - FURNITURE & EQUIPMENT PLAN | 01/31/22 | - |
| A-6.2 | LOBBY AREA REFLECTED CEILING PLAN | 01/31/22 | - |
| A6.5A | GUEST UNIT INDEX I | 01/31/22 | - |
| A6.5B | GUEST UNIT INDEX II | 01/31/22 | - |
| A6.6 | GUEST UNIT PLANS: 'A' KING STUDIO | 01/31/22 | - |
| A6.7 | GUEST UNIT PLANS: 'A1' TUB & 'A1a' RIS M.F. KING STUDIO | 01/31/22 | - |
| A6.8 | GUEST UNIT PLANS: 'B' & 'B3' Q/Q STUDIO | 01/31/22 | - |
| A6.9 | GUEST UNIT PLANS: 'B1' M.F. & CONNECTING Q/Q STUDIO | 01/31/22 | - |
| A6.10 | GUEST UNIT PLANS: 'B2' CONNECTING Q/Q STUDIO | 01/31/22 | - |
| A6.11 | GUEST UNIT PLANS: 'B4' Q/Q STUDIO | 01/31/22 | - |
| A6.12 | GUEST UNIT PLANS: 'C' KING ONE BEDROOM | 01/31/22 | - |
| A6.13 | GUEST UNIT PLANS: 'C1a' M.F. RIS + C.F. 1 BEDROOM KING | 01/31/22 | - |

| | | | |
|---|---|---|---|
| A6.14 | GUEST UNIT PLANS: 'C2' KING ONE BEDROOM | 01/31/22 | - |
| A6.15 | GUEST UNIT PLAN & ELEVATIONS | 01/31/22 | - |
| A6.16 | GUEST BATHROOMS: ELEVATIONS | 01/31/22 | - |
| | | | |
| A-7.0 | TOILET ACCESSORIES SCHEDULE | 01/31/22 | - |
| A-7.1 | INTERIOR ELEVATIONS, PLAN & DETAILS: PUBLIC BATHROOMS | 01/31/22 | - |
| A-7.2 | INTERIOR ELEVATIONS: LOBBY & CORRIDOR | 01/31/22 | - |
| A-7.3 | INTERIOR ELEVATIONS & DETAILS: PUBLIC AREAS / BOH | 01/31/22 | - |
| | | | |
| A8.1 | DOOR HARDWARE SCHEDULES & NOTES | 01/31/22 | - |
| A8.2 | WINDOW SCHEDULE | 01/31/22 | - |
| | | | |
| A-9.1 | CASEWORK: BREAKFAST COUNTER AND SERVERY | 01/31/22 | - |
| A-9.2 | CASEWORK: BREAKFAST COUNTER AND BUSSING STATION | 01/31/22 | - |
| A-9.3 | CASEWORK: MEDIA WALL & COFFEE BAR | 01/31/22 | - |
| A-9.4 | CASEWORK: MEDIA WALL & COFFEE BAR, DISH RECOVERY & H2 MARKET | 01/31/22 | - |
| A-9.5 | CASEWORK: FRONT DESK | 01/31/22 | - |
| A-9.6 | CASEWORK: BUSINESS CENTER A, GUEST LAUNDRY & VANITY | 01/31/22 | - |
| A-9.7 | CASEWORK: BUSINESS CENTER "OPTION B" | 01/31/22 | - |
| A-9.8 | CASEWORK: WINDOW PERCH | 01/31/22 | - |
| A-9.9 | CASEWORK: WORK STAT., MGR, WORK SURFACE, & EMPLOYEE BREAK RM | 01/31/22 | - |
| A-9.10 | CASEWORK: HOUSE LAUNDRY, ENG. OFFICE, & SALES OFFICE | 01/31/22 | - |

**STRUCTURAL**

| | | | |
|---|---|---|---|
| INDEX | INDEX | 01/31/22 | - |
| FD-1.0 | GENERAL STRUCTURAL NOTES | 01/31/22 | - |
| FD-2.0 | STATEMENT OF SPECIAL INSPECTIONS | 01/31/22 | - |
| FD-3.0 | FOUNDATION TYPICAL DETAILS | 01/31/22 | - |
| FD-3.1 | FOUNDATION FOOTING DETAILS | 01/31/22 | - |
| FD-4.0 | FORMING PLAN | 01/31/22 | - |
| FD-4.1 | HOLD-DOWN PLAN | 01/31/22 | - |
| FD-4.2 | REINFORCEMENT PLAN | 01/31/22 | - |
| FD-5.0 | SUPPLEMENTAL TYPICAL DETAILS | 01/31/22 | - |
| | | | |
| GSN-1 | GENERAL STRUCTURAL NOTES FRAMING | 01/31/22 | - |
| GSN-2 | GENERAL STRUCTURAL NOTES FRAMING | 01/31/22 | - |
| FR-0.1 | FRAMING TYPICAL DETAILS | 01/31/22 | - |
| FR-0.2 | FRAMING TYPICAL DETAILS | 01/31/22 | - |
| FR-0.3 | FRAMING TYPICAL DETAILS | 01/31/22 | - |
| FR-0.4 | FRAMING TYPICAL DETAILS | 01/31/22 | - |
| FR-0.5 | FRAMING TYPICAL DETAILS | 01/31/22 | - |
| FR-0.6 | FRAMING TYPICAL DETAILS | 01/31/22 | - |
| FR-0.7 | FRAMING TYPICAL DETAILS | 01/31/22 | - |
| FR-1.1 | 1ST FLOOR CEILING PLAN | 01/31/22 | - |
| FR-1.2 | 2ND FLOOR CEILING PLAN | 01/31/22 | - |
| FR-1.3 | 3RD FLOOR CEILING PLAN | 01/31/22 | - |
| FR-1.4 | 4TH FLOOR CEILING PLAN | 01/31/22 | - |
| FR-1.5 | ROOF PLAN | 01/31/22 | - |
| SW-1.1 | 1ST FLOOR SHEAR WALL PLAN | 01/31/22 | - |

| | | | |
|---|---|---|---|
| SW-1.2 | 2ND FLOOR SHEAR WALL PLAN | 01/31/22 | - |
| SW-1.3 | 3RD FLOOR SHEAR WALL PLAN | 01/31/22 | - |
| SW-1.4 | 4TH FLOOR SHEAR WALL PLAN | 01/31/22 | - |

**MECHANICAL**

| | | | |
|---|---|---|---|
| M-1.1 | FIRST FLOOR PLAN H.V.A.C. | 01/31/22 | - |
| M-1.2 | SECOND FLOOR PLAN H.V.A.C. | 01/31/22 | - |
| M-1.3 | THIRD FLOOR PLAN H.V.A.C. | 01/31/22 | - |
| M-1.4 | FOURTH FLOOR PLAN H.V.A.C. | 01/31/22 | - |
| M-1.5 | ROOF PLAN H.V.A.C. | 01/31/22 | - |
| M-2.1 | H.V.A.C. SCHEDULES | 01/31/22 | - |
| M-3.1 | H.V.A.C. DETAILS | 01/31/22 | - |
| M-3.2 | H.V.A.C. DETAILS | 01/31/22 | - |

**PLUMBING**

| | | | |
|---|---|---|---|
| P-0.0 | PLUMBING SCHEDULES, LEGENDS & SPECIFICATIONS | 01/31/22 | - |
| P-0.1 | PLUMBING DETAILS | 01/31/22 | - |
| P-0.2 | PLUMBING DETAILS | 01/31/22 | - |
| P-0.3 | PLUMBING SCHEDULES & DETAILS | 01/31/22 | - |
| P-0.4 | PLUMBING SCHEDULES & DETAILS | 01/31/22 | - |
| P-1.1 | PLUMBING WASTE AND VENT LEVEL # 1 | 01/31/22 | - |
| P-1.2 | PLUMBING WASTE AND VENT LEVEL # 2 | 01/31/22 | - |
| P-2.1 | PLUMBING WATER AND GAS LEVEL # 1 | 01/31/22 | - |
| P-2.2 | PLUMBING WATER AND GAS LEVEL # 2 | 01/31/22 | - |
| P-2.3 | PLUMBING WATER AND GAS LEVEL # 3 | 01/31/22 | - |
| P-2.5 | PLUMBING ROOF PLAN | 01/31/22 | - |
| P-3.1 | PART PLANS WASTE AND VENT | 01/31/22 | - |
| P-3.1A | PART PLANS WATER AND GAS | 01/31/22 | - |
| P-3.2 | UNIT PLANS PLUMBING | 01/31/22 | - |
| P-4.1 | RISERS WASTE AND VENT | 01/31/22 | - |

**FIRE PROTECTION**

| | | | |
|---|---|---|---|
| FP-0.1 | FIRE PROTECTION SPECIFICATIONS AND LEGENDS | 01/31/22 | - |
| FP-0.2 | FIRE SPRINKLER DETAILS | 01/31/22 | - |
| FP-1.1 | FIRE SPRINKLER FLOOR PLAN LEVEL 1 | 01/31/22 | - |
| FP-1.2 | FIRE SPRINKLER UPPER FLOOR PLAN | 01/31/22 | - |
| FP-1.3 | FIRE SPRINKLER ROOF PLAN | 01/31/22 | - |

**ELECTRICAL**

| | | | |
|---|---|---|---|
| E-0.1 | ELECTRICAL LEGENDS, SCHEDULES AND NOTES | 01/31/22 | - |
| E-0.2 | SITE PLAN ELEATRICAL | 01/31/22 | - |
| E-0.2A | PHOTOMETRIC PLAN ELECTRICAL | 01/31/22 | - |
| E-0.3 | RISER DIAGRAM ELECTRICAL | 01/31/22 | - |
| E-1.1 | LEVEL ONE LIGHTING PLAN ELECTRICAL | 01/31/22 | - |
| E-1.2 | LEVEL TWO LIGHTING PLAN ELECTRICAL | 01/31/22 | - |
| E-2.1 | LEVEL ONE POWER PLAN ELECTRICAL | 01/31/22 | - |
| E-2.2 | LEVEL TWO POWER PLAN ELECTRICAL | 01/31/22 | - |
| E-2.5 | ROOF POWER PLAN ELECTRICAL | 01/31/22 | - |
| E-3.1 | PART PLANS ELECTRICAL | 01/31/22 | - |

| | | | |
|---|---|---|---|
| E-3.1A | PART PLANS ELECTRICAL | 01/31/22 | - |
| E-3.2 | UNIT PLANS ELECTRICAL | 01/31/22 | - |
| E-3.2A | UNIT PLANS ELECTRICAL | 01/31/22 | - |
| E-3.3 | ELEVATOR PLAN ELECTRICAL | 01/31/22 | - |
| E-4.1 | PANEL SCHEDULES ELECTRICAL | 01/31/22 | - |
| E-4.2 | PANEL SCHEDULES ELECTRICAL | 01/31/22 | - |
| E-4.3 | LOAD SUMMARY ELECTRICAL | 01/31/22 | - |

**EXHIBIT - C**

**CONSTRUCTION CLARIFICATIONS**

**CLARIFICATIONS**

1 Temporary utilities including temporary fence, job trailer, portable toilets, cleaning are included
2 Survey included for control & project limits, building layout, building pad layout, grid lines, retaining walls
3 Price does not include any certified easement survey and final ALTA survey
4 Cost for material testing, special inspections and 3rd party inspections included as allowance
5 Demo per sheet C02.1 is assumed to be done by the Owner and hence not considered in this proposal
6 Removal or relocation of utilities per note 8 on sheet C02.1 to be coordinated by the Owner
7 Price includes striping existing soils to a subgrade elevation per the grading plan
8 No hazardous materials, unsuitable soils or unknown conditions are considered in this proposal
9 Any tree mitigation is excluded and to be paid by the owner
10 No asbestos survey is included and any work associated with asbestos abatement not included
11 Scarify the subgrade, moisture condition and compact to a minimum of 95% standard proctor
12 All the scope listed to be done by the Utility Company on sheet C04.0 is not included in our proposal
13 Domestic water line, irrigation line, fire line & sewer line included
14 No street repair is included as all the utilities will be tied in from the property line
15 Backflow preventers included as allowance as no details have been provided
16 Any and all work noted to be done by others is not included in our proposal
17 No traffic control plan provided, hence included as an allowance
18 Price includes termite treatment for foundation only
19 Landscaping and Irrigation included
20 All planters to be supplied and installed by owners
21 Light duty pavement areas are considered with 9" aggregate base and 2" of HMAC
22 Heavy duty pavement areas are considered with 10" aggregate base and 2.5" of HMAC
23 No bike racks shown, hence not included
24 Stamped concrete included at the entry porte cochere area
25 Stained concrete included for front and back outdoor patio lounge
26 All curbs considered to be poured monolithically with the paving
27 No pavers are considered in this proposal
28 5" slab on grade included
29 Includes 3/4" levelrock gypcrete and no sound mat is considered
30 No design / sections provided for the block wall shown on sheet C03.0, hence we have considered split face CMU wall
31 Dumpster & outdoor storage is considered to be 8' tall CMU wall with EIFS finish on the exterior and paint on the interior
32 Structural Steel columns and beams included
33 Steel for Beacon Glass is included as allowance as plans do not call out for any details
34 We have included primer painting for all steel and no galvanisation is considered
35 No mechanical screens shown for rooftop equipment, hence not included
36 Includes all exterior, interior wood framing, trusses, exterior sheathing and blocking as necessary
37 Wood blocking included in the guestrooms for headboards, mirrors, TV units, toilet accessories
38 Guestroom millwork / FF&E including kitchen wall, vanity, mirrors in bathroom to be procured by owner & installed by GC
39 Guestroom appliances to be procured and installed by owner
40 Public area FF&E to be supplied by owner and installed by GC
41 Public area millwork to be procured and installed by GC
42 GC is not responsible for quantifying materials on any owner furnished items
43 DD&B excluded receiving, unloading, storing and securing any Owner Furnished / Owner Installed items
44 Any site / patio / pool furniture, portable planters, benches or sculptures are excluded
45 All window sills to procured by owner and installed by GC

46 All window treatments to be supplied and installed by owner
47 Roofing to be mechanically attached 60 Mil white TPO
48 Sheet metal, coping caps, scuppers, downspouts, walk pads are included
49 1-1/2"EIFS system with integral color included for the building exterior
50 We have considered all the doors to be laminated doors with knockdown frames. We can use rediframes for a deduct cost of $25,000.00
51 DD&B assumes that the door schedule has been coordinated by the designer and represents the required fire ratings
52 10mm Bypass Tempered Glass shower doors included for guest bathrooms
53 Automatic sliding door system included for the vestibule area
54 Windows included per the window schedule
55 Louvers to be with a pre set colors from manufacturer's standard color chart and does not include any custom colors
56 Storefront glass to be 1" insulated glass with low-E
57 Storefronts doors included with standard hardware
58 Electronic locks / card readers to be procured from Dormakaba
59 All vinyl covering material to be supplied by the Owner
60 Floor finish schedule and floor finishes have not been provided, hence flooring material is considered as allowance for Tile, Quarry Tile, VCT and base for all areas receiving this floor material
61 No wall tile is considered in guest bathrooms. All walls are considered to receive wallpaper
62 Acoustical ceilings included as shown per plan
63 We have considered FRP in the kitchen and water heater room
64 Wingits Toilet Accessories included for all guest bathrooms and public restrooms
65 6 x 24 vision pattern surround panels in solid white matt finish included for all shower surrounds
66 3/4" corner guards are considered in public areas and elevator lobbies
67 Back of house white melamine shelving is considered in linen storage / Housekeeping on all floors
68 All fitness room equipment to be procured and installed by the Owner
69 BBQ Grills & Fire Pit included at locations shown on the drawings
70 Interior signage supply by owner & install by owner
71 Exterior signage supply and install by owners, wiring to be provided by GC
72 Any safety deposit boxes & lockers are excluded
73 Single flagpole included as shown
74 Wood fence around mechanical units is included
75 Screen wall shown on sheet C03.0 is considered as allowance as no details have been provided
76 Pool coping, waterline tile & delineation tile included as an allowance
77 Pool deck finish to be decorative round aggregates
78 No fencing around the pool is sown, hence not included
79 16 Gauge aluminized linen chute included in the proposal
80 No electric interlock is considered for the linen chute
81 Traction elevators with standard interior finishes included
82 Price includes 12 months maintenance with 8 hour callback service for elevators
83 Water piping to be pex piping and fittings
84 Grease interceptor included as per the plans
85 Oil interceptor is not included as we are using traction type of elevators
86 Lint interceptor is not included in plumbing VE package as we suggest to procure from the laundry equipment supplier
87 Water softener to be supplied and installed by owner. Backwash line and softener hook up will be by GC
88 Commercial Laundry Equipment is to be furnished and installed by Owner. Contractor provides rough-in and hookup
89 Residential appliances to be furnished and installed by Owner. GC to provide rough-in and hookup
90 Hose for laundry equipment to be supplied by owner and installed by GC
91 All Kitchen Equipment, shelving and material supplied and installed by owner
92 GE PTAC units included for all guestrooms
93 Greenheck RTU included
94 Certified test and balance to be done by the owner

95 Verdant thermostats included
96 All recessed lighting to be procured and installed by GC
97 All decorative and non-hard wired light fixtures are owner furnished and installed
98 Light fixture package included as allowance with VE fixtures that meet the Brand Standards
99 EV charging station supply and install by owners, wiring to be provided by GC
100 Sprinkler system design per NFPA 13 for common areas and 13R in guestrooms
101 All sprinkler piping to be CPVC, except the standpipe at stairways
102 Cost for Fire pump is provided as an allowance. We will get an actual price once the fire flow test report is made available
103 Fire Alarm included to meet applicable codes and standards for a fully sprinkled 4 story building
104 Proposal includes Addressable Fire Alarm System
105 Cat6 cabling included for phone, data and TV locations
106 Cabling for music system and security systems is included as allowance
107 Temporary electric is through the power company. Generator cost is for the job trailer only
108 Temporary heating is excluded
109 Prevailing wages are excluded
110 Price includes sales tax on material only
111 DD&B assumes that the Architect, Civil Engineer and MEP Engineers, for use by DD&B and its subcontractors, will make CAD files available at no cost
112 It is assumed that all drawings are designed to meet State, local and franchise requirements. Any notes referring to design or code requirements are assumed to be part of permit requirements and that DD&B or its subcontractors shall not be responsible for design or any work not specifically specified in the Contract Documents. It is not the Contractors' responsibility to interpret or determine its scope of work from information shown on the code page
113 DD&B assumes that existing conditions as shown on the Contract Documents are correct and assumes no liability for additional cost associated with differing conditions.
114 DD&B will examine areas and conditions and notify the Architect of such items that may be detrimental to proper and timely completion, however, should conditions occur that DD&B did not have knowledge of or acquire knowledge of, DD&B will not be held liable. For conditions that are identified, DD&B is not responsible for the correction of said conditions.
115 It is assumed by DD&B that if a product is listed in the Plans or Specifications, it meets or exceeds those standards called out for. It is not the Contractor's responsibility to verify if products listed in the documents meet Specification requirements
116 Architect/Engineer review period is not to exceed 5 working days from receipt of submittals. Priority submittals are expected to be reviewed in an expedited manner.
117 No costs are included for TXDOT permits, Corp of Engineer Permits or any required relocation of public utilities. DD&B excludes all building permits, plan review fees, utility tap fees & backflow devices, ROW permits & fees, City required bonds and other related fees and costs
118 DD&B assumes site survey shows any and all known improvements
119 DD&B assumes that all required rough-ins for Owner furnished items are indicated on the drawings
120 DD&B assumes that the Owner and their Design Consultants have coordinated with IHG and have incorporated all IHG requirements into the design
121 Plan revisions that are not properly identified and annotated from the Bid Set cannot be assured as included and will need to be incorporated as additional services due to improper documentation
122 All asbestos, lead, contaminated soil, underground tanks or other hazardous material removal or mitigation is excluded
123 Premium cost for handling/disposing and importing replacement fill due to ash material or contaminated soils is excluded
124 DD&B assumes continuous flow of work without interruption and delays due to circumstances beyond the Contractor's control. Notice to Proceed on select portions of the work rather than complete project release may result in delays to the critical path due to but not limited to engineering and production of long lead time items.
125 ID drawings & Specification manual have not been 100% complete and any references to requirements of ID drawings are excluded
126 Any and all design deficiencies or design mistakes are not considered in this price
127 Any additional time or cost due to Owner / Architect / Engineer response delay is not included in this price
128 Costs arising from Tariffs, unexpected price increase in material & freight is not considered in this proposal
129 DD&B cannot sign up any contractors until the receipt of "For Construction Set"
130 DD&B will require 6 weeks from the receipt of "For Construction Set" before breaking ground
131 Off-Site storage, On-Site storage, warehousing is assumed by the Owner. Storage for any materials that need to be procured ahead of time due to long lead times / cost inflations is to be provided by Owner

132 Advance deposits will be needed to secure job material and Owner to provide assistance with the deposit payments
133 Material delays arising due to late deposit payments is not the responsibility of the GC
134 Any weather delays, unforeseen conditions, Acts of God, job site shut down by the local / state jurisdictions during any pandemics, man-power reduction due to pandemics are not accounted for in project schedule and General conditions
135 Due to current market conditions, prices of construction materials have been largely fluctuating and we have provided the price as of the proposal submission date. Price will be updated once shop drawings and submittals have been approved by the engineer and cost difference will be paid by the owner.

**EXCLUSIONS**

1 Impact Fees
2 Tap Fees
3 All design, permitting and installation fees for permanent power is excluded
4 CAD Files. CAD files to be provide to GC per request
5 Offsite utility and Civil Work
6 Utility Charges and Connection fees
7 Franchise fees
8 Telephone & Music system equipment and install
9 Building Fees. Trade Permit Fees Paid by GC
10 Engineering fees
11 CCTV cabling and installation
11 Building Commissioning & Special Inspections
12 Permanent Power bills. Temporary electric and water is including during construction only
13 Telephone, data, TV & security equipment & installation. Only wiring is included in our proposal.
14 Primary conduits and primary wiring from power company location to property line is excluded. Our proposal includes running conduits for the power company from the property line to the transformer
15 FF&E exclusions as follows:
a. Guestroom appliances - supply & install by owner
b. Guestroom FF&E - supply by owner & install by GC
c. Guest & House Laundry equipment - supply and install by owner
d. Any window treatments - supply and install by owner
e. Vending machines and ice machines - supply by owner and install by GC
f. Fitness room equipment - supply and install by owner
g. Kitchen equipment - supply and install by owner
18 No rock excavation of any kind included for any grading, foundation, utility or building construction
19 Radio Frequency booster system and testing is excluded
20 Access control permit and work is excluded
21 Getting gas line to the building. Utility company to get the gas line till the water meter room
22 Water Softener material is excluded
23 Car Charging Station are excluded
24 Solar panels and lightning protection is excluded
25 Payment & Performance Bond
26 Builders Risk Insurance

**EXHIBIT - D**

**COORDINATION MATRIX**

| GUESTROOMS | | | | |
|---|---|---|---|---|
| | | | | |
| DESCRIPTION | PURCHASE | ACCEPT DELIVERY | STORE & PROTECT | INSTALL |
| SEATING | OWNER | GC | GC | GC |
| IRON STAND AND HOLDER | OWNER | OWNER | OWNER | GC |
| HARD-WIRE LIGHTING | OWNER | GC | GC | GC |
| FREE STANDING CASEGOODS | OWNER | GC | GC | GC |
| VANITIES/TOPS/KITCHEN MILLWORK | OWNER | GC | GC | GC |
| WINDOW SILLS | OWNER | GC | GC | GC |
| WINDOW TREATMENTS WITH CORNICE | OWNER | OWNER | OWNER | OWNER |
| ARTWORK/MIRRORS | OWNER | GC | GC | GC |
| BED WRAPS/SKIRTS | OWNER | OWNER | OWNER | OWNER |
| CARPET/CARPET BASE | OWNER | GC | GC | GC |
| VINYL WALL COVERING | OWNER | GC | GC | GC |
| TILE AND TILE BASE | GC | GC | GC | GC |
| RECESSED LIGHT | GC | GC | GC | GC |
| SHOWER CURTAINS | OWNER | OWNER | OWNER | OWNER |
| BATH ACCESSORIES/PLUMBING FIXTURES | GC | GC | GC | GC |
| SHOWER DOOR | GC | GC | GC | GC |
| THRESHOLD/SCHLUTER/STAIR NOSING | GC | GC | GC | GC |
| TELEPHONE/CLOCK | OWNER | OWNER | OWNER | OWNER |
| SHOWER SURROUNDS | GC | GC | GC | GC |
| | | | | |
| BREAKFAST/BAR AREAS, BOH & MEETING ROOM | | | | |
| | | | | |
| DESCRIPTION | PURCHASE | ACCEPT DELIVERY | STORE & PROTECT | INSTALL |
| SEATING | OWNER | GC | GC | GC |
| FREE-STANDING LIGHTING | OWNER | GC | GC | GC |
| HARD-WIRE LIGHTING | OWNER | GC | GC | GC |
| VINYL WALL COVERING | OWNER | GC | GC | GC |
| TABLES | OWNER | GC | GC | GC |
| WINDOW TREATMENTS WITH CORNICE | OWNER | OWNER | OWNER | OWNER |
| ARTWORK | OWNER | GC | GC | GC |
| CARPET/CARPET PAD | OWNER | GC | GC | GC |
| RECESSED LIGHT | GC | GC | GC | GC |
| TELEPHONE | OWNER | OWNER | OWNER | OWNER |
| VCT/VCT BOH | GC | GC | GC | GC |
| VINYL WALL COVERING | OWNER | GC | GC | GC |
| TELEVISION | OWNER | OWNER | OWNER | GC |
| MIRRORS | OWNER | GC | GC | GC |
| PROJECTOR/WRITING BOARD | OWNER | OWNER | OWNER | OWNER |
| LIGHTING CONTROLS | N/A | N/A | N/A | N/A |
| | | | | |
| FITNESS ROOM | | | | |

| | | | | |
|---|---|---|---|---|
| DESCRIPTION | PURCHASE | ACCEPT DELIVERY | STORE & PROTECT | INSTALL |
| WATER COOLER/HYDRATION STATION/CLOCK | OWNER | GC | GC | GC |
| WIPES/DISPENSER | OWNER | OWNER | OWNER | OWNER |
| LEANING MIRROR FRAME | OWNER | GC | GC | GC |
| MIRROR | GC | GC | GC | GC |
| RECESSED LIGHT | GC | GC | GC | GC |
| TELEPHONE | OWNER | OWNER | OWNER | OWNER |
| TOWEL CABINET | OWNER | GC | GC | GC |
| WINDOW TREATMENTS | OWNER | OWNER | OWNER | OWNER |
| FITNESS EQUIPMENT WITH CABLE MANAGEMENT | OWNER | OWNER | OWNER | OWNER |
| MILLWORK | GC | GC | GC | GC |
| FITNESS FLOORING AND BASE | GC | GC | GC | GC |
| VINYL WALL COVERING | OWNER | GC | GC | GC |
| | | | | |
| | | | | |
| POOL AND PATIO | | | | |
| | | | | |
| DESCRIPTION | PURCHASE | ACCEPT DELIVERY | STORE & PROTECT | INSTALL |
| SEATING/TABLE/FFE | OWNER | GC | GC | GC |
| TELEPHONE | OWNER | OWNER | OWNER | OWNER |
| RECESSED LIGHT | GC | GC | GC | GC |
| FIREPLACE, FIRE PIT, BARBEQUE GRILL | GC | GC | GC | GC |
| | | | | |
| | | | | |
| CORRIDORS | | | | |
| | | | | |
| DESCRIPTION | PURCHASE | ACCEPT DELIVERY | STORE & PROTECT | INSTALL |
| SCONCES/DECORATIVE LIGHT FIXTURES | OWNER | GC | GC | GC |
| RECESSED LIGHT | GC | GC | GC | GC |
| TELEPHONE | OWNER | OWNER | OWNER | OWNER |
| ARTWORK | OWNER | GC | GC | GC |
| VINYL WALL COVERING | OWNER | GC | GC | GC |
| WINDOW TREATMENTS | OWNER | OWNER | OWNER | OWNER |
| DOORS AND HARDWARE | GC | GC | GC | GC |
| WINDOW SILLS | OWNER | GC | GC | GC |
| | | | | |
| | | | | |
| MISCELLANEOUS | | | | |
| | | | | |
| DESCRIPTION | PURCHASE | ACCEPT DELIVERY | STORE & PROTECT | INSTALL |
| INTERIOR SIGNAGE | OWNER | OWNER | OWNER | GC |
| BUILDING/MONUMENT SIGNAGE | OWNER | OWNER | OWNER | OWNER |
| FLAG POLE | GC | GC | GC | GC |
| CAR CHARGING STATIONS | OWNER | OWNER | OWNER | OWNER |
| TELEPHONE | OWNER | OWNER | OWNER | OWNER |
| DUMPSTER | GC | GC | GC | GC |

| | | | | |
|---|---|---|---|---|
| CCTV | OWNER | OWNER | OWNER | OWNER |
| MANAGER/SALES OFFICE DESK/FRONT DESK MACHINES | OWNER | OWNER | OWNER | OWNER |
| GUEST LAUNDRY MACHINE | OWNER | OWNER | OWNER | OWNER |
| KITCHEN APPLIANCES | OWNER | OWNER | OWNER | OWNER |
| VENDING AND ICE MACHINES | OWNER | GC | GC | GC |
| WATER SOFTENER | OWNER | OWNER | OWNER | OWNER |
| COMMERCIAL WASHERS AND DRYERS | OWNER | OWNER | OWNER | OWNER |
| METAL SHELVING/PARTITION PUBLIC RESTROOM | OWNER | OWNER | OWNER | OWNER |
| FOOD SERVING EQUIPMENT | OWNER | OWNER | OWNER | OWNER |
| VINYL WALL COVERING | OWNER | GC | GC | GC |
| EMPLOYEE LOCKERS//INFLAMMABLE TOOL BOX | OWNER | OWNER | OWNER | OWNER |
| BOH SHELVING | GC | GC | GC | GC |
| RECESSED LIGHT/WALL MOUNTED | GC | GC | GC | GC |
| SAFETY DEPOSIT BOXES | OWNER | OWNER | OWNER | OWNER |
| PUBLIC AREA VANITY | GC | GC | GC | GC |
| PUBLIC AREA MILLWORK | GC | GC | GC | GC |
| CARD READERS | GC | GC | GC | GC |
| TOILET ACCESSORIES | GC | GC | GC | GC |
| BIKE RACK | GC | GC | GC | GC |
| LUGGAGE CART | OWNER | OWNER | OWNER | OWNER |
| HAIR DRYER | OWNER | OWNER | OWNER | OWNER |
| MARKET AREA EQUIPMENT | OWNER | OWNER | OWNER | OWNER |
| TOILET ACCESSORIES | GC | GC | GC | GC |

## EXHIBIT - E

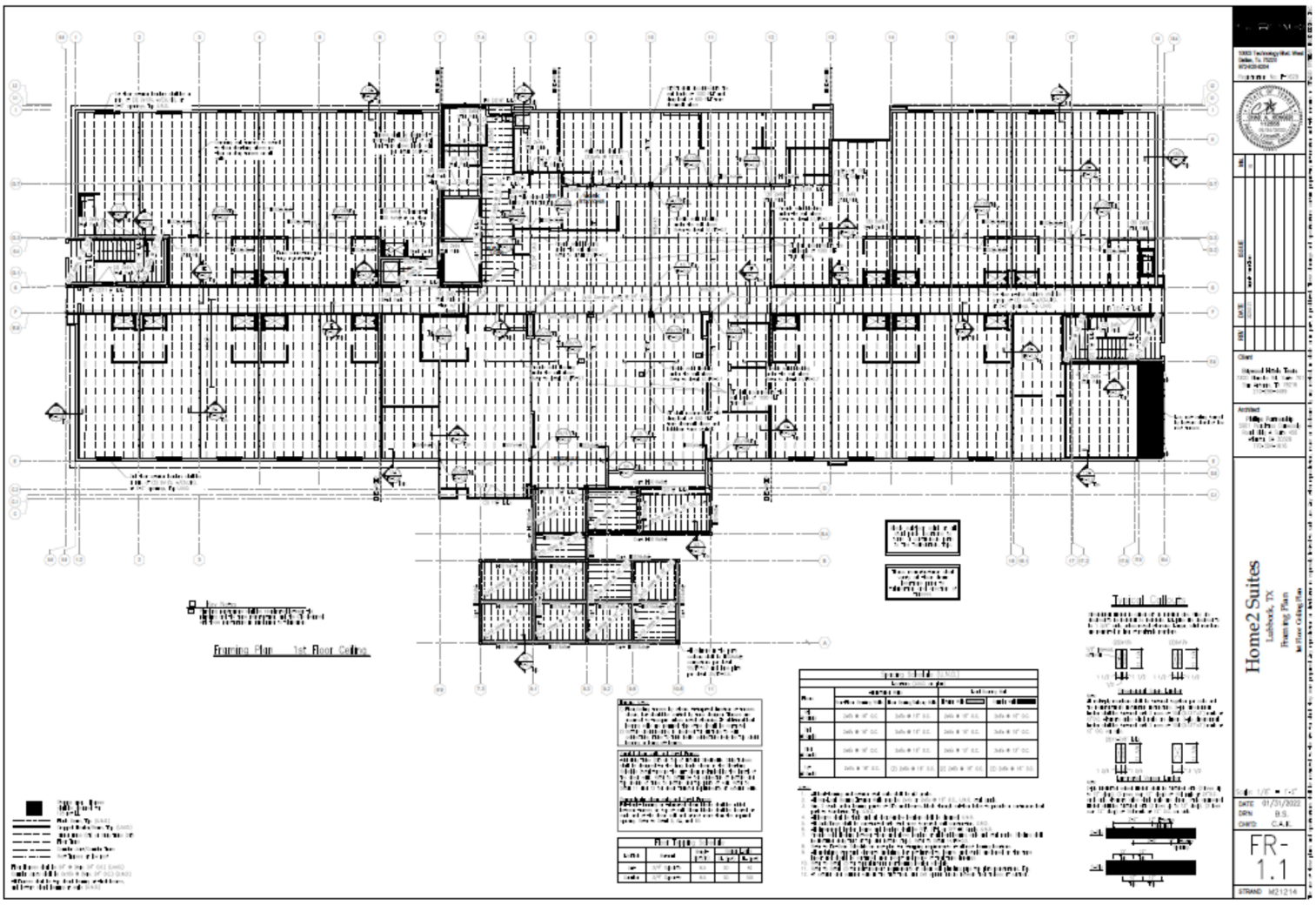
## TARIFF & PRICE PROTECTION

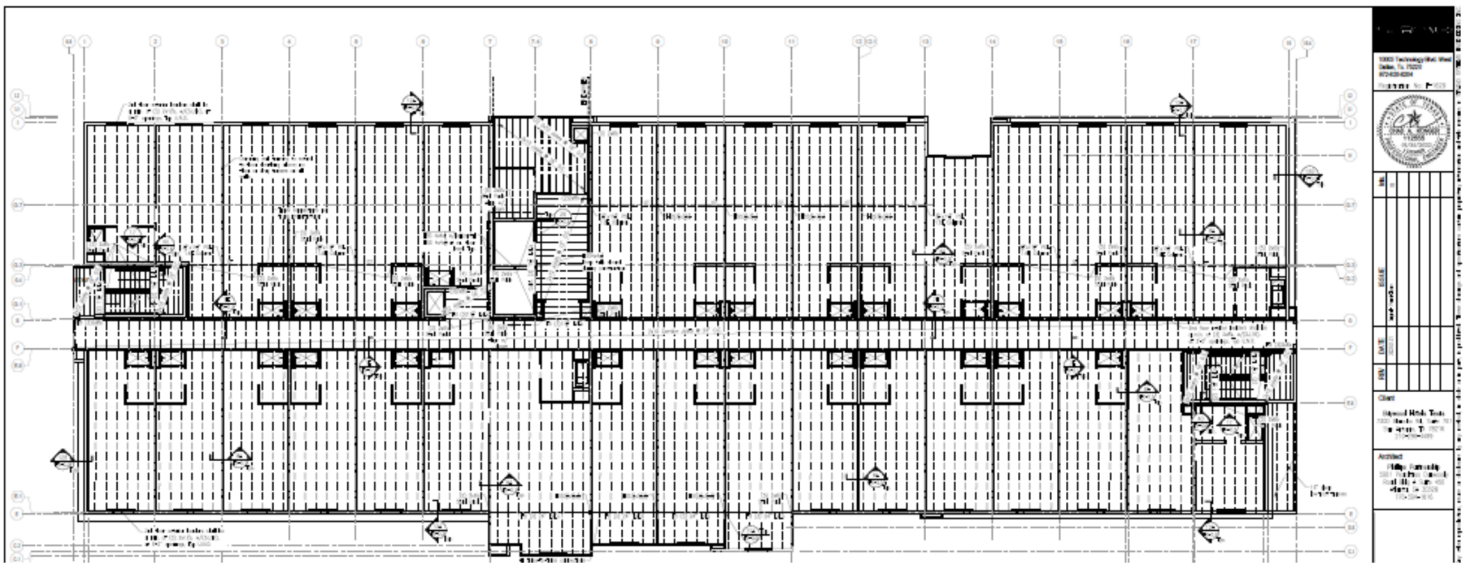
**PRICE OF MATERIALS** The prices of construction materials have been fluctuating largely due to COVID-19, oil prices and natural disaster. Due to current market volatility, we are not able to hold the material / labor prices until the start date of a particular trade activity. The prices in this estimate is based on the material proposals received as of 05/04/2022. We will re-price the project at the beginning of construction, any difference in the prices will be passed on to the owner.

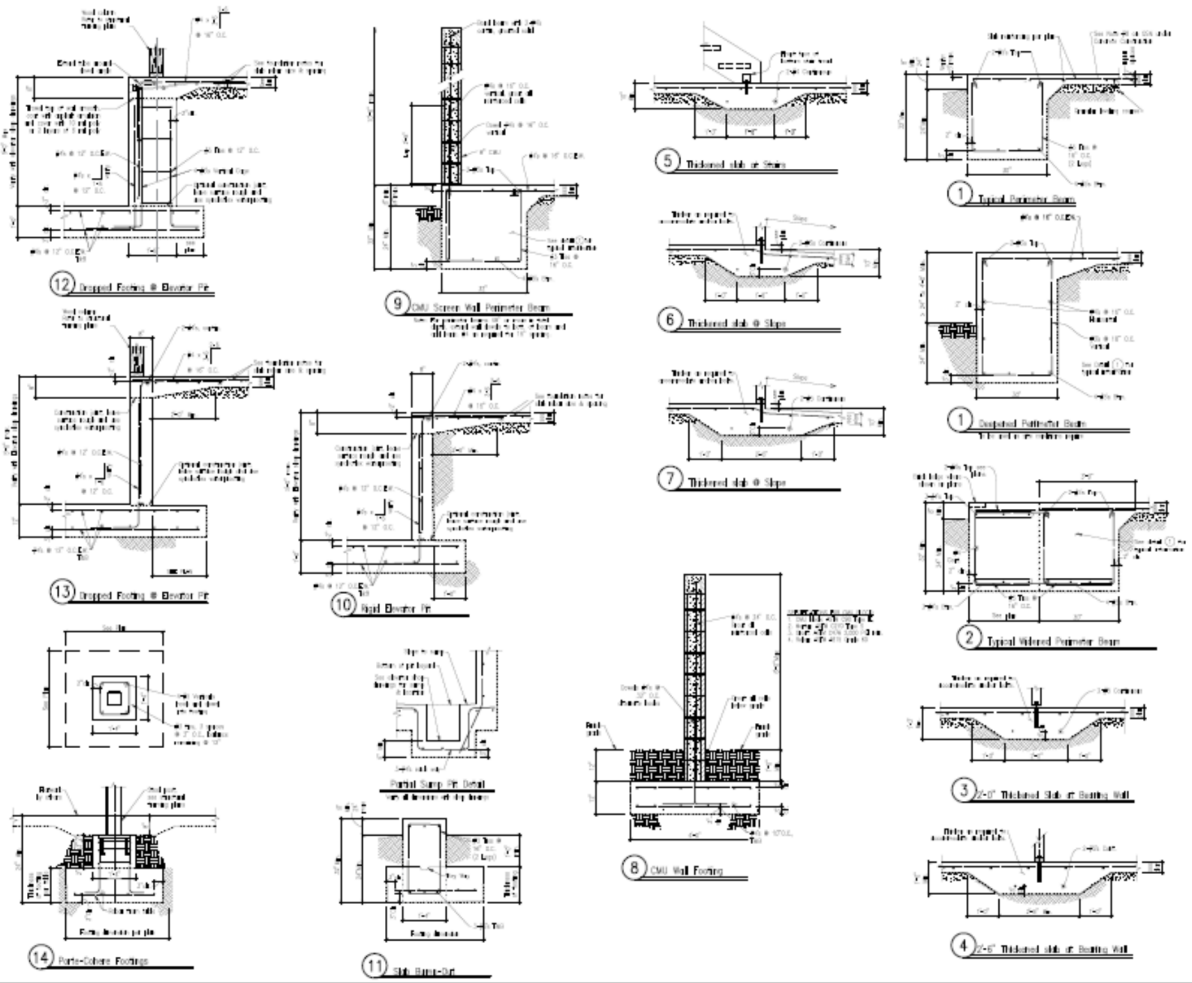
**TARIFF'S** Many of our materials are procured and sourced from overseas. If during construction period there is any Tariffs that are levied or implemented, we will pass those Tariffs onto the Owners to be paid as a change order.

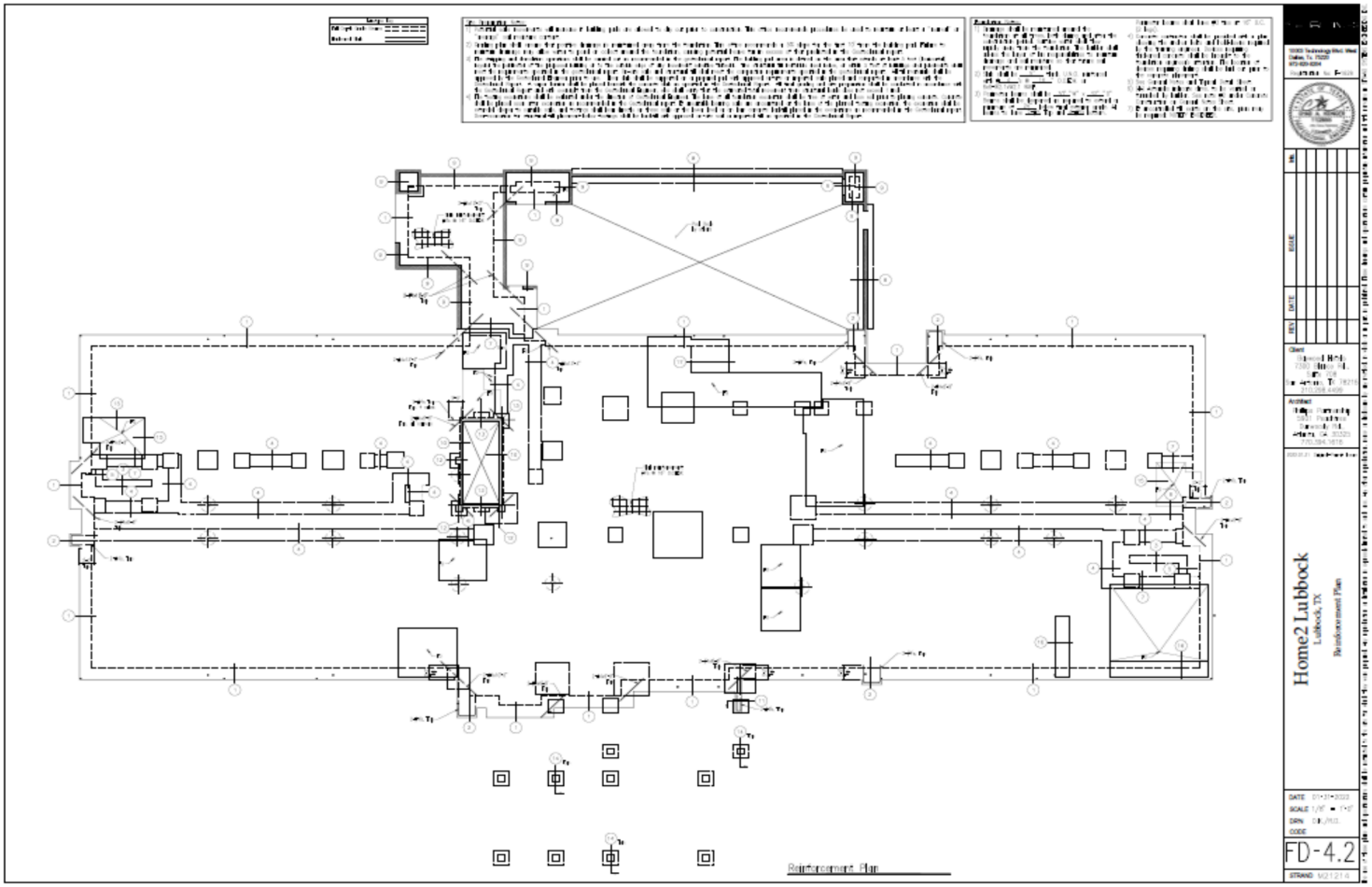
# 1704 Marsha Sharp Freeway – Architectural Plans

## (Full set of plans on file.)




12 Stepped Footing @ Elevator Pit
9 CMU Screen Wall Perimeter Beam
5 Thickened slab at Beam
1 Typical Perimeter Beam
6 Thickened slab @ Slope
1 Stepped Perimeter Beam
7 Thickened slab @ Slope
13 Stepped Footing @ Elevator Pit
10 Wall Elevator Pit
2 Typical Widened Perimeter Beam
Partial Ramp Pit Detail
3 2'-0" Thickened Slab at Bearing Wall
8 CMU Wall Footing
14 Porte-Cohere Footings
11 Slab Blow-Out
4 2'-6" Thickened slab at Bearing Wall
Home2 Lubbock
Lubbock, TX
Foundation
Typical Details
FD-3.0


Reinforcement Plan
Home2 Lubbock
Lubbock, TX
Reinforcement Plan
FD-4.2

## Information

### Agenda Item

**Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to LBB Hwy 84, LLC, located at 1704 Marsha Sharp Freeway, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

### Item Summary

LBB Hwy 84, LLC is renovating their property at 1704 Marsha Sharp Freeway, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the permittable project includes the construction of a Home 2 Suites by Hilton hotel.

The cost of the project is estimated to be $13,504,540, and the requested grant amount is $100,000. The Market Lubbock, Inc. Board of Directors approved this amount at their June 29, 2022 Board Meeting, and recommend approval by the City Council.

### Fiscal Impact

The total cost of the project is estimated to be $13,504,540, with $100,000 to be paid upon completion with the requested grant.

### Staff/Board Recommending

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

## Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

# RESOLUTION

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

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

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

**THAT** the Downtown Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to LBB Hwy 84, LLC is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

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

_____
**DANIEL M. POPE, MAYOR**

**ATTEST:**

_____
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

_____
Brianna Gerardi, Business Development Director

**APPROVED AS TO FORM:**

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. Market Lubbock DT Permittable Grant – LBB Hwy 84
6.30.22

RE 22-39

RESOLUTION APPROVING
LBB HWY 84, LLC
DOWNTOWN PERMITTABLE GRANT AND FACADE GRANT - AT 1704 MARSHA SHARP FREEWAY

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, June 29, 2022, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to LBB Hwy 84, LLC, known as Baywood Hotels, is building a new Home 2 Suites by Hilton hotel at 1704 Marsha Sharp Freeway, which is located in the Downtown TIF. Baywood Hotels is one of the nation's fastest growing, privately owned hotel companies, with over $1 Billion in assets. The key to Baywood's success as managers, employers and developers is their ability to continually offer some of the most innovative solutions in the hotel industry. There are three Baywood properties currently in Lubbock, which include Residence Inn Lubbock in the University Area, Residence Inn Lubbock-Southwest, and Tru by Hilton Lubbock Southwest.

The scope of facade and permittable work will include the building a a new Hone 2 Suites by Hilton totaling $13,554,540 in expenses.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant LBB Hwy 84, LLC at 1704 Marsha Sharp Freeway a Downtown Facade Grant totaling $25,000 and a Downtown Permittable Grant for $100,000, which is located in the Downtown TIF, once proof of payment has been submitted.

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

Upon Motion by Director, Mr. Walter Cathey, and Seconded by Director, Mr. James Conwright.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with LBB Hwy 84, LLC, for improvements to the property at 1704 Marsha Sharp Freeway, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis, Secretary

# MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM




## 1704 Marsha Sharp Freeway

## (LBB Hwy 84, LLC)

**TOTAL SCOPE OF WORK = $13,554,540**

**TOTAL GRANTS = $125,000**

**TOTAL FAÇADE SCOPE OF WORK = $50,000**

**FAÇADE GRANT = $25,000**

**TOTAL PERMITTABLE SCOPE OF WORK = $13,504,540**

**PERMITTABLE GRANT = $100,000**

**Downtown Grant Program**
**Presented to MLI Board**
**June 29, 2022**

## Project 1704 Marsha Sharp Freeway (Façade & Permittable)

LBB Hwy 84, LLC, via Baywood Hotels, is building a new Home 2 Suites by Hilton hotel at 1704 Marsha Sharp Freeway, located in the Downtown TIF.

Baywood Hotels is one of the nation's fastest growing, privately owned hotel companies, with over $1 billion in assets. The key to Baywood's success as managers, employers and developers is their ability to continually offer some of the most innovative solutions in the hotel industry. There are three Baywood properties currently in Lubbock…..Residence Inn Lubbock-University Area, Residence Inn Lubbock-Southwest and Tru by Hilton Lubbock Southwest.

The scope of façade and permittable work will include the building of a new Home 2 Suites by Hilton totaling $13,554,540 in expenses.

The MLI Board is being asked to consider a Downtown Façade Grant of $25,000 and a Downtown Permittable Grant of $100,000 for LBB Hwy 84, LLC at 1704 Marsha Sharp Freeway.

# Downtown Grant - Application

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

**MLI CONTACT INFORMATION**

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

| | |
|---|---|
| Date Initial Application Submitted (Due prior to start of construction or permits assigned) | 06/14/22 |
| Projected Project Start Date | September 1st - Slated Construction stard date |
| Project Property Address | 1704 Marsha Sharp Freeway (formerly 310 Ave Q) |
| Property LCAD R# | 38640 |

**GENERAL INFORMATION**

| | | | |
|---|---|---|---|
| Company Name | LBB Hwy 84, LLC | Contact | BJ Patel |
| Street Address | 7300 Blanco Road, Suite 701 | Title | Vice President |
| City, State, Zip | San Antonio, TX 78216 | Phone | 210 317 7472 |
| | | Email | bj.patel@baywoodhotels.com |

**INFORMATION ABOUT THE PROJECT**

Property Ownership: Own ☑ Lease ☐ Grant Type: Permittable ☑ Façade ☑

Project Summary Scope

We are building a Home 2 Suites by Hilton on this land which once housed a run down old motel. Room count is 112.

| Summary of Expenses (detailed bids attached) | Projected | MLI Approved |
|---|---|---|
| Façade | $50,000 | $25,000 |
| Permittable | $13,504,540 | $100,000 |
| | | $0 |
| | | $0 |
| **TOTAL** | **$13,554,540** | **$125,000** |

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

**COMPANY BACKGROUND**

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

| Name | Percent | Name | Percent |
|---|---|---|---|
| Subodh Patel | 50% | Nick Naik | 50% |
| | | | |

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

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

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

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

Is the firm receiving tax revenue from any government agency? No

**APPLICANT'S CHECKLIST:**

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

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

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

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

**Documents Required for Final Grant Application**

- Copies of City permits, if applicable ☐
- Detailed/Itemized Bids ☐
- Before Pictures ☐
- Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐
- Architectural Renderings (if applicable) ☐
- Architectural Plans (if applicable) ☐

**After Completion of Construction**

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): BJ Patel via email

Date: 6/14/2022

# 1704 Marsha Sharp Freeway

Former Inn of the South Plains









HOME 2 SUITES BY HILTON
HOME 2 SUITES BY HILTON


HOME 2
SUITES BY HILTON
HOME 2

**EXHIBIT - A**

**BID PROPOSAL**

| ***PROJECT NAME*** *- Home2 Suites by Hilton* |
|---|
| ***PROJECT LOCATION*** *- Lubbock, TX* |

| ***DIV*** | ***DESCRIPTION*** | ***Final proposal*** |
|---|---|---|
| ***1*** | ***General Conditions*** | |
| | General Conditions | $ 675,000.00 |
| | Postage/Shipping | $ 2,000.00 |
| | Temp Labor | $ 51,520.00 |
| | Temporary heating | $ 10,000.00 |
| | Project security | $ 45,000.00 |
| | Misc. Expenses | $ 35,100.00 |
| | Equipment Rental | $ 70,000.00 |
| | Travel / Stay / Rental expenses | $ 50,000.00 |
| | Job Trailer | $ 21,000.00 |
| | Storage Conex | $ 7,000.00 |
| | Temp Water | $ 12,000.00 |
| | Temp Electric | $ 38,000.00 |
| | Temp Fence | $ 18,000.00 |
| | Portable toilets | $ 14,100.00 |
| | Waste Management and Dumpster | $ 60,000.00 |
| | General project cleaning | $ 20,000.00 |
| | Blueprint and Copies | $ 3,000.00 |
| | Safety | $ 5,000.00 |
| | Street Sweeping | $ 18,000.00 |
| | Final Cleaning | $ 48,000.00 |
| | | |
| ***2*** | ***Site Work*** | |
| | Survey | $ 23,000.00 |
| | Testing | $ 30,000.00 |
| | Demo | NIC |
| | Sitework | $ 225,000.00 |
| | Underground Utilities - Sewer, Water, FL, SD | $ 180,000.00 |
| | Asphalt Paving | $ 256,300.00 |
| | Striping & signage | $ 8,000.00 |
| | Landscaping & Irrigation Allowance | $ 95,000.00 |
| | Erosion Control | $ 20,000.00 |
| | Termite control @ slab | $ 3,000.00 |
| | Bike Racks | $ 1,500.00 |
| | | |

| | | |
|---|---|---|
| ***3*** | ***Concrete*** | |
| | Building Concrete | $ 279,000.00 |
| | Site Concrete | $ 196,000.00 |
| | Gypcrete | $ 140,000.00 |
| | | |
| ***4*** | ***Masonry*** | |
| | CMU @ Dumpster, Storage & Pool Wall | $ 75,000.00 |
| | Block Wall | Incl above |
| | | |
| ***5*** | ***Metals*** | |
| | Structural Steel | $ 175,300.00 |
| | Misc Steel (elevator steel, bollards, dumpster gates, handrail etc) | $ 50,000.00 |
| | Metal Fence at Pool | $ 18,000.00 |
| | Beacon Glass Steel Allowance | $ 5,000.00 |
| | | |
| ***6*** | ***Woods And Plastics*** | |
| | Framing & Trusses - Material & Labor | $ 2,378,520.00 |
| | Blocking & Misc framing | Incl in Framing |
| | Guest Room Millwork & Tops - Material | NIC |
| | Public area Millwork & Tops (Mat & Install) | $ 122,000.00 |
| | | |
| ***7*** | ***Thermal & Moisture Protection*** | |
| | Building Insulation | $ 285,000.00 |
| | EIFS | $ 390,000.00 |
| | Exterior Wall Tile | $ 14,000.00 |
| | TPO Roofing | $ 256,000.00 |
| | Fire stopping | $ 25,000.00 |
| | | |
| ***8*** | ***Doors & Windows*** | |
| | Doors, Frames & hardware | $ 240,000.00 |
| | Doors & hardware - Labor | $ 112,000.00 |
| | General carpentry | $ 75,000.00 |
| | Shower doors material | $ 65,000.00 |
| | Shower doors install | $ 42,000.00 |
| | Automatic Entry Doors | $ 22,000.00 |
| | Aluminum Windows & Louvers | $ 160,000.00 |
| | Aluminum Storefronts | $ 52,000.00 |
| | Electronic Lockset - Mat & Install | $ 60,000.00 |
| | | |
| ***9*** | ***Finishes*** | |
| | Drywall- Material & install Tape, texture | $ 850,000.00 |
| | Flooring Material Allowance | $ 140,000.00 |
| | Flooring Install | $ 243,000.00 |
| | FRP | $ 7,000.00 |
| | Acoustical Tile Ceiling System | $ 30,000.00 |

| | | |
|---|---|---|
| | Painting | $ 192,000.00 |
| | Vinyl Wall Covering Installation | $ 85,000.00 |
| | | |
| ***10*** | ***Specialties*** | |
| | Toilet and Bath Accessories - Material | $ 30,000.00 |
| | Toilet and Bath Accessories - Labor | $ 16,800.00 |
| | Tub surround - Material | $ 65,000.00 |
| | Tub surround - Install | $ 30,800.00 |
| | BOH Shelving allowance | $ 10,000.00 |
| | Corner Guards - Mat & labor | $ 9,000.00 |
| | Toilet partitions - Material & Labor | N/A |
| | Fire extinguishers | $ 10,000.00 |
| | Mirrors at Gym | $ 4,500.00 |
| | Flagpole - Material & Install | $ 4,000.00 |
| | BBQ Grill - Material & Labor | $ 14,000.00 |
| | Fire Pit - Material & Labor | $ 7,500.00 |
| | Wood Fence around Mechanical Units | $ 3,000.00 |
| | Stainless Steel Crane Guardrail : 7/SP-2 - Material & Install | $ 500.00 |
| | Proposed Gate per C03.0 Allowance | $ 3,000.00 |
| | Screen Wall per C03.0 Allowance | $ 16,500.00 |
| | Porte Cochere Stained Wood Trellis | $ 10,000.00 |
| | String Lights for Porte Cochere | $ 500.00 |
| | Beacon Glass | $ 38,500.00 |
| | | |
| ***11*** | ***Equipment*** | |
| | NIC | |
| | | |
| ***12*** | ***Furnishing*** | |
| | FF & E Installation | $ 149,400.00 |
| | Interior Signage Install | Incl above |
| | | |
| ***13*** | ***Special Construction*** | |
| | Swimming Pool | $ 125,000.00 |
| | | |
| ***14*** | ***Conveying Systems*** | |
| | Laundry Chute | $ 17,500.00 |
| | Elevators : 2 Each | $ 241,000.00 |
| | | |
| ***15*** | ***Mechanicals*** | |
| | Plumbing | $ 1,100,000.00 |
| | HVAC | $ 750,000.00 |
| | PTAC | $ 178,000.00 |
| | Verdant Thermostats | $ 23,000.00 |
| | | |
| ***16*** | ***Electrical*** | |

| | | | |
|---|---|---|---|
| | Electrical | $ | 1,094,000.00 |
| | Electric light fixtures Allowance | $ | 140,000.00 |
| | Automatic Fire Sprinkler | $ | 155,000.00 |
| | Fire pump Allowance | $ | 40,000.00 |
| | Fire Alarm & Monitoring | $ | 95,000.00 |
| | Low Data, TV & Cable | $ | 86,500.00 |
| | CCTV Rough In Allowance | $ | 5,000.00 |
| | Music System Rough In Allowance | $ | 3,200.00 |
| | | | |
| | GC Overhead and Profit | $ | 250,000.00 |
| | | | |
| | ***TOTAL BUDGET*** | **$** | **13,554,540.00** |

**EXHIBIT - B**

**DRAWING LOG**

**HOME2 SUITES -MARSHA SHARP FREEWAY & AVENUE Q, LUBBOCK, TX-79401**

| SHEET # | SHEET NAME | DATE: | REV. # |
|---|---|---|---|
| **CIVIL** | | | |
| C01.0 | COVER SHEET | 01/31/22 | - |
| C01.1 | GENERAL NOTES | 01/31/22 | - |
| C02.0 | ALTA / ACSM SURVEY (BY OTHERS) | 07/12/21 | - |
| C02.1 | DEMOLITION PLAN | 01/31/22 | - |
| C03.0 | SITE PLAN | 01/31/22 | - |
| C03.1 | STAKING PLAN | 01/31/22 | - |
| C03.2 | HARDSCAPE DETAILS I | 01/31/22 | - |
| C03.3 | HARDSCAPE DETAILS II | 01/31/22 | - |
| C04.0 | UTILITY PLAN | 01/31/22 | - |
| C04.1 | UTILITY DETAILS I | 01/31/22 | - |
| C04.2 | UTILITY DETAILS II | 01/31/22 | - |
| C04.3 | PIPE PROFILES | 01/31/22 | - |
| C05.0 | GRADING AND DRAINAGE PLAN | 01/31/22 | - |
| C05.1 | EXISTING DRAINAGE AREAS | 01/31/22 | - |
| C05.2 | PROPOSED DRAINAGE AREAS | 01/31/22 | - |
| C06.0 | EROSION CONTROL PLAN | 01/31/22 | - |
| C06.1 | EROSION CONTROL DETAILS | 01/31/22 | - |
| LS100 | LANDSCAPE PLANTING PLAN | 11/15/21 | - |
| LS500 | LANDSCAPE PLANTING DETAILS | 11/15/21 | - |
| LS501 | LANDSCAPE PLANTING SPECIFICATIONS | 11/15/21 | - |
| LI100 | IRRIGATION PLAN | 11/15/21 | - |
| LI500 | IRRIGATION DETAILS | 11/15/21 | - |
| **ARCHITECTURAL** | | | |
| CS-1 | COVER SHEET | 01/31/22 | - |
| CS-2 | PROJECT AND CODE DATA | 01/31/22 | - |
| CS-3 | GENERAL NOTES, LEGENDS, ABBREVIATIONS | 01/31/22 | - |
| SP-1 | ARCHITECTURAL SITE PLAN | 01/31/22 | - |
| SP-2 | POOL / PATIO AREA PLAN & ELEVATION | 01/31/22 | - |
| SP-3 | POOL AREA - SECTION & DETAILS | 01/31/22 | - |
| SP-4 | DUMPSTER ENCLOSURE PLAN & DETAIL | 01/31/22 | - |
| SP-5 | PORTE COCHERE PLAN, RCP & ROOF PLAN | 01/31/22 | - |
| A-0.1 | FIRE RATED ASSEMBLIES: INDIVIDUAL ENCASEMENT I | 01/31/22 | - |
| A-0.1.1 | FIRE RATED ASSEMBLIES: INDIVIDUAL ENCASEMENT II | 01/31/22 | - |
| A-0.2 | FIRE RATED ASSEMBLIES: WALLS I | 01/31/22 | - |
| A-0.2.2 | FIRE RATED ASSEMBLIES: WALLS III | 01/31/22 | - |
| A-0.3 | FIRE RATED ASSEMBLIES: HORIZONTAL I | 01/31/22 | - |
| A-0.4 | FIRE RATED ASSEMBLIES: FLOOR / CEILING PENETRATIONS | 01/31/22 | - |

| | | | |
|---|---|---|---|
| A-0.5 | ACCESSIBILITY: STANDARD DETAILS I | 01/31/22 | - |
| A-0.5.1 | ACCESSIBILITY: STANDARD DETAILS II | 01/31/22 | - |
| A-0.5.2 | ACCESSIBILITY DETAILS: MISCELLANEOUS | 01/31/22 | - |
| A-0.5.3 | ACCESSIBILITY: PLUMBING FIXTURE DETAILS | 01/31/22 | - |
| A-0.5.4 | ACCESSIBILITY DETAILS: ELEVATORS | 01/31/22 | - |
| A-0.7 | WALL TYPES & FLOOR / CEILING / ROOF TYPES | 01/31/22 | - |
| A-1.1 | FLOOR PLAN: LEVEL 1 | 01/31/22 | - |
| A-1.2 | FLOOR PLAN: LEVEL 2 | 01/31/22 | - |
| A-1.3 | FLOOR PLAN: LEVEL 3 | 01/31/22 | - |
| A-1.4 | FLOOR PLAN: LEVEL 4 | 01/31/22 | - |
| A-2.1 | ROOF PLAN | 01/31/22 | - |
| A-2.2 | ROOF DETAILS | 01/31/22 | - |
| A-3.1 | REFLECTED CEILINGS PLAN: LEVEL 1 | 01/31/22 | - |
| A-3.1 | REFLECTED CEILINGS PLAN: LEVEL 2 | 01/31/22 | - |
| A-4.1 | EXTERIOR ELEVATIONS I | 01/31/22 | - |
| A-4.2 | EXTERIOR ELEVATIONS II | 01/31/22 | - |
| A-5.1 | BUILDING SECTIOSN: TRANSVERSE | 01/31/22 | - |
| A-5.2 | WALL SECTIONS: EXTERIOR WALLS | 01/31/22 | - |
| A-5.3 | WALL SECTIONS: EXTERIOR WALLS | 01/31/22 | - |
| A-5.4 | WALL SECTIONS: INT. FIRE PARTITION & FIRE BARRIER WALLS | 01/31/22 | - |
| A-5.5 | STAIR "A" PLANS & SECTIONS | 01/31/22 | - |
| A-5.6 | STAIR "B" PLANS & SECTIONS | 01/31/22 | - |
| A-5.7 | STAIR DETAILS | 01/31/22 | - |
| A-5.8 | BUILDING SHAFTS PLANS & SPECIFICATIONS | 01/31/22 | - |
| A-5.9 | PLAN DETAILS | 01/31/22 | - |
| A-5.10 | SECTION DETAILS - PARAPETS | 01/31/22 | - |
| A-5.11 | SECTION DETAILS - FLOOR / WALL INTERSECTIONS | 01/31/22 | - |
| A-5.12 | MISCELLANEOUS DETAILS | 01/31/22 | - |
| A-6.1 | LOBBY AREA FLOOR PLAN | 01/31/22 | - |
| A-6.1A | LOBBY AREA - FURNITURE & EQUIPMENT PLAN | 01/31/22 | - |
| A-6.2 | LOBBY AREA REFLECTED CEILING PLAN | 01/31/22 | - |
| A6.5A | GUEST UNIT INDEX I | 01/31/22 | - |
| A6.5B | GUEST UNIT INDEX II | 01/31/22 | - |
| A6.6 | GUEST UNIT PLANS: 'A' KING STUDIO | 01/31/22 | - |
| A6.7 | GUEST UNIT PLANS: 'A1' TUB & 'A1a' RIS M.F. KING STUDIO | 01/31/22 | - |
| A6.8 | GUEST UNIT PLANS: 'B' & 'B3' Q/Q STUDIO | 01/31/22 | - |
| A6.9 | GUEST UNIT PLANS: 'B1' M.F. & CONNECTING Q/Q STUDIO | 01/31/22 | - |
| A6.10 | GUEST UNIT PLANS: 'B2' CONNECTING Q/Q STUDIO | 01/31/22 | - |
| A6.11 | GUEST UNIT PLANS: 'B4' Q/Q STUDIO | 01/31/22 | - |
| A6.12 | GUEST UNIT PLANS: 'C' KING ONE BEDROOM | 01/31/22 | - |
| A6.13 | GUEST UNIT PLANS: 'C1a' M.F. RIS + C.F. 1 BEDROOM KING | 01/31/22 | - |

| | | | |
|---|---|---|---|
| A6.14 | GUEST UNIT PLANS: 'C2' KING ONE BEDROOM | 01/31/22 | - |
| A6.15 | GUEST UNIT PLAN & ELEVATIONS | 01/31/22 | - |
| A6.16 | GUEST BATHROOMS: ELEVATIONS | 01/31/22 | - |
| | | | |
| A-7.0 | TOILET ACCESSORIES SCHEDULE | 01/31/22 | - |
| A-7.1 | INTERIOR ELEVATIONS, PLAN & DETAILS: PUBLIC BATHROOMS | 01/31/22 | - |
| A-7.2 | INTERIOR ELEVATIONS: LOBBY & CORRIDOR | 01/31/22 | - |
| A-7.3 | INTERIOR ELEVATIONS & DETAILS: PUBLIC AREAS / BOH | 01/31/22 | - |
| | | | |
| A8.1 | DOOR HARDWARE SCHEDULES & NOTES | 01/31/22 | - |
| A8.2 | WINDOW SCHEDULE | 01/31/22 | - |
| | | | |
| A-9.1 | CASEWORK: BREAKFAST COUNTER AND SERVERY | 01/31/22 | - |
| A-9.2 | CASEWORK: BREAKFAST COUNTER AND BUSSING STATION | 01/31/22 | - |
| A-9.3 | CASEWORK: MEDIA WALL & COFFEE BAR | 01/31/22 | - |
| A-9.4 | CASEWORK: MEDIA WALL & COFFEE BAR, DISH RECOVERY & H2 MARKET | 01/31/22 | - |
| A-9.5 | CASEWORK: FRONT DESK | 01/31/22 | - |
| A-9.6 | CASEWORK: BUSINESS CENTER A, GUEST LAUNDRY & VANITY | 01/31/22 | - |
| A-9.7 | CASEWORK: BUSINESS CENTER "OPTION B" | 01/31/22 | - |
| A-9.8 | CASEWORK: WINDOW PERCH | 01/31/22 | - |
| A-9.9 | CASEWORK: WORK STAT., MGR, WORK SURFACE, & EMPLOYEE BREAK RM | 01/31/22 | - |
| A-9.10 | CASEWORK: HOUSE LAUNDRY, ENG. OFFICE, & SALES OFFICE | 01/31/22 | - |

**STRUCTURAL**

| | | | |
|---|---|---|---|
| INDEX | INDEX | 01/31/22 | - |
| FD-1.0 | GENERAL STRUCTURAL NOTES | 01/31/22 | - |
| FD-2.0 | STATEMENT OF SPECIAL INSPECTIONS | 01/31/22 | - |
| FD-3.0 | FOUNDATION TYPICAL DETAILS | 01/31/22 | - |
| FD-3.1 | FOUNDATION FOOTING DETAILS | 01/31/22 | - |
| FD-4.0 | FORMING PLAN | 01/31/22 | - |
| FD-4.1 | HOLD-DOWN PLAN | 01/31/22 | - |
| FD-4.2 | REINFORCEMENT PLAN | 01/31/22 | - |
| FD-5.0 | SUPPLEMENTAL TYPICAL DETAILS | 01/31/22 | - |
| | | | |
| GSN-1 | GENERAL STRUCTURAL NOTES FRAMING | 01/31/22 | - |
| GSN-2 | GENERAL STRUCTURAL NOTES FRAMING | 01/31/22 | - |
| FR-0.1 | FRAMING TYPICAL DETAILS | 01/31/22 | - |
| FR-0.2 | FRAMING TYPICAL DETAILS | 01/31/22 | - |
| FR-0.3 | FRAMING TYPICAL DETAILS | 01/31/22 | - |
| FR-0.4 | FRAMING TYPICAL DETAILS | 01/31/22 | - |
| FR-0.5 | FRAMING TYPICAL DETAILS | 01/31/22 | - |
| FR-0.6 | FRAMING TYPICAL DETAILS | 01/31/22 | - |
| FR-0.7 | FRAMING TYPICAL DETAILS | 01/31/22 | - |
| FR-1.1 | 1ST FLOOR CEILING PLAN | 01/31/22 | - |
| FR-1.2 | 2ND FLOOR CEILING PLAN | 01/31/22 | - |
| FR-1.3 | 3RD FLOOR CEILING PLAN | 01/31/22 | - |
| FR-1.4 | 4TH FLOOR CEILING PLAN | 01/31/22 | - |
| FR-1.5 | ROOF PLAN | 01/31/22 | - |
| SW-1.1 | 1ST FLOOR SHEAR WALL PLAN | 01/31/22 | - |

| | | | |
|---|---|---|---|
| SW-1.2 | 2ND FLOOR SHEAR WALL PLAN | 01/31/22 | - |
| SW-1.3 | 3RD FLOOR SHEAR WALL PLAN | 01/31/22 | - |
| SW-1.4 | 4TH FLOOR SHEAR WALL PLAN | 01/31/22 | - |

**MECHANICAL**

| | | | |
|---|---|---|---|
| M-1.1 | FIRST FLOOR PLAN H.V.A.C. | 01/31/22 | - |
| M-1.2 | SECOND FLOOR PLAN H.V.A.C. | 01/31/22 | - |
| M-1.3 | THIRD FLOOR PLAN H.V.A.C. | 01/31/22 | - |
| M-1.4 | FOURTH FLOOR PLAN H.V.A.C. | 01/31/22 | - |
| M-1.5 | ROOF PLAN H.V.A.C. | 01/31/22 | - |
| M-2.1 | H.V.A.C. SCHEDULES | 01/31/22 | - |
| M-3.1 | H.V.A.C. DETAILS | 01/31/22 | - |
| M-3.2 | H.V.A.C. DETAILS | 01/31/22 | - |

**PLUMBING**

| | | | |
|---|---|---|---|
| P-0.0 | PLUMBING SCHEDULES, LEGENDS & SPECIFICATIONS | 01/31/22 | - |
| P-0.1 | PLUMBING DETAILS | 01/31/22 | - |
| P-0.2 | PLUMBING DETAILS | 01/31/22 | - |
| P-0.3 | PLUMBING SCHEDULES & DETAILS | 01/31/22 | - |
| P-0.4 | PLUMBING SCHEDULES & DETAILS | 01/31/22 | - |
| P-1.1 | PLUMBING WASTE AND VENT LEVEL # 1 | 01/31/22 | - |
| P-1.2 | PLUMBING WASTE AND VENT LEVEL # 2 | 01/31/22 | - |
| P-2.1 | PLUMBING WATER AND GAS LEVEL # 1 | 01/31/22 | - |
| P-2.2 | PLUMBING WATER AND GAS LEVEL # 2 | 01/31/22 | - |
| P-2.3 | PLUMBING WATER AND GAS LEVEL # 3 | 01/31/22 | - |
| P-2.5 | PLUMBING ROOF PLAN | 01/31/22 | - |
| P-3.1 | PART PLANS WASTE AND VENT | 01/31/22 | - |
| P-3.1A | PART PLANS WATER AND GAS | 01/31/22 | - |
| P-3.2 | UNIT PLANS PLUMBING | 01/31/22 | - |
| P-4.1 | RISERS WASTE AND VENT | 01/31/22 | - |

**FIRE PROTECTION**

| | | | |
|---|---|---|---|
| FP-0.1 | FIRE PROTECTION SPECIFICATIONS AND LEGENDS | 01/31/22 | - |
| FP-0.2 | FIRE SPRINKLER DETAILS | 01/31/22 | - |
| FP-1.1 | FIRE SPRINKLER FLOOR PLAN LEVEL 1 | 01/31/22 | - |
| FP-1.2 | FIRE SPRINKLER UPPER FLOOR PLAN | 01/31/22 | - |
| FP-1.3 | FIRE SPRINKLER ROOF PLAN | 01/31/22 | - |

**ELECTRICAL**

| | | | |
|---|---|---|---|
| E-0.1 | ELECTRICAL LEGENDS, SCHEDULES AND NOTES | 01/31/22 | - |
| E-0.2 | SITE PLAN ELEATRICAL | 01/31/22 | - |
| E-0.2A | PHOTOMETRIC PLAN ELECTRICAL | 01/31/22 | - |
| E-0.3 | RISER DIAGRAM ELECTRICAL | 01/31/22 | - |
| E-1.1 | LEVEL ONE LIGHTING PLAN ELECTRICAL | 01/31/22 | - |
| E-1.2 | LEVEL TWO LIGHTING PLAN ELECTRICAL | 01/31/22 | - |
| E-2.1 | LEVEL ONE POWER PLAN ELECTRICAL | 01/31/22 | - |
| E-2.2 | LEVEL TWO POWER PLAN ELECTRICAL | 01/31/22 | - |
| E-2.5 | ROOF POWER PLAN ELECTRICAL | 01/31/22 | - |
| E-3.1 | PART PLANS ELECTRICAL | 01/31/22 | - |

| | | | |
|---|---|---|---|
| E-3.1A | PART PLANS ELECTRICAL | 01/31/22 | - |
| E-3.2 | UNIT PLANS ELECTRICAL | 01/31/22 | - |
| E-3.2A | UNIT PLANS ELECTRICAL | 01/31/22 | - |
| E-3.3 | ELEVATOR PLAN ELECTRICAL | 01/31/22 | - |
| E-4.1 | PANEL SCHEDULES ELECTRICAL | 01/31/22 | - |
| E-4.2 | PANEL SCHEDULES ELECTRICAL | 01/31/22 | - |
| E-4.3 | LOAD SUMMARY ELECTRICAL | 01/31/22 | - |

**EXHIBIT - C**

**CONSTRUCTION CLARIFICATIONS**

**CLARIFICATIONS**

1 Temporary utilities including temporary fence, job trailer, portable toilets, cleaning are included
2 Survey included for control & project limits, building layout, building pad layout, grid lines, retaining walls
3 Price does not include any certified easement survey and final ALTA survey
4 Cost for material testing, special inspections and 3rd party inspections included as allowance
5 Demo per sheet C02.1 is assumed to be done by the Owner and hence not considered in this proposal
6 Removal or relocation of utilities per note 8 on sheet C02.1 to be coordinated by the Owner
7 Price includes striping existing soils to a subgrade elevation per the grading plan
8 No hazardous materials, unsuitable soils or unknown conditions are considered in this proposal
9 Any tree mitigation is excluded and to be paid by the owner
10 No asbestos survey is included and any work associated with asbestos abatement not included
11 Scarify the subgrade, moisture condition and compact to a minimum of 95% standard proctor
12 All the scope listed to be done by the Utility Company on sheet C04.0 is not included in our proposal
13 Domestic water line, irrigation line, fire line & sewer line included
14 No street repair is included as all the utilities will be tied in from the property line
15 Backflow preventers included as allowance as no details have been provided
16 Any and all work noted to be done by others is not included in our proposal
17 No traffic control plan provided, hence included as an allowance
18 Price includes termite treatment for foundation only
19 Landscaping and Irrigation included
20 All planters to be supplied and installed by owners
21 Light duty pavement areas are considered with 9" aggregate base and 2" of HMAC
22 Heavy duty pavement areas are considered with 10" aggregate base and 2.5" of HMAC
23 No bike racks shown, hence not included
24 Stamped concrete included at the entry porte cochere area
25 Stained concrete included for front and back outdoor patio lounge
26 All curbs considered to be poured monolithically with the paving
27 No pavers are considered in this proposal
28 5" slab on grade included
29 Includes 3/4" levelrock gypcrete and no sound mat is considered
30 No design / sections provided for the block wall shown on sheet C03.0, hence we have considered split face CMU wall
31 Dumpster & outdoor storage is considered to be 8' tall CMU wall with EIFS finish on the exterior and paint on the interior
32 Structural Steel columns and beams included
33 Steel for Beacon Glass is included as allowance as plans do not call out for any details
34 We have included primer painting for all steel and no galvanisation is considered
35 No mechanical screens shown for rooftop equipment, hence not included
36 Includes all exterior, interior wood framing, trusses, exterior sheathing and blocking as necessary
37 Wood blocking included in the guestrooms for headboards, mirrors, TV units, toilet accessories
38 Guestroom millwork / FF&E including kitchen wall, vanity, mirrors in bathroom to be procured by owner & installed by GC
39 Guestroom appliances to be procured and installed by owner
40 Public area FF&E to be supplied by owner and installed by GC
41 Public area millwork to be procured and installed by GC
42 GC is not responsible for quantifying materials on any owner furnished items
43 DD&B excluded receiving, unloading, storing and securing any Owner Furnished / Owner Installed items
44 Any site / patio / pool furniture, portable planters, benches or sculptures are excluded
45 All window sills to procured by owner and installed by GC

46 All window treatments to be supplied and installed by owner
47 Roofing to be mechanically attached 60 Mil white TPO
48 Sheet metal, coping caps, scuppers, downspouts, walk pads are included
49 1-1/2"EIFS system with integral color included for the building exterior
50 We have considered all the doors to be laminated doors with knockdown frames. We can use rediframes for a deduct cost of $25,000.00
51 DD&B assumes that the door schedule has been coordinated by the designer and represents the required fire ratings
52 10mm Bypass Tempered Glass shower doors included for guest bathrooms
53 Automatic sliding door system included for the vestibule area
54 Windows included per the window schedule
55 Louvers to be with a pre set colors from manufacturer's standard color chart and does not include any custom colors
56 Storefront glass to be 1" insulated glass with low-E
57 Storefronts doors included with standard hardware
58 Electronic locks / card readers to be procured from Dormakaba
59 All vinyl covering material to be supplied by the Owner
60 Floor finish schedule and floor finishes have not been provided, hence flooring material is considered as allowance for Tile, Quarry Tile, VCT and base for all areas receiving this floor material
61 No wall tile is considered in guest bathrooms. All walls are considered to receive wallpaper
62 Acoustical ceilings included as shown per plan
63 We have considered FRP in the kitchen and water heater room
64 Wingits Toilet Accessories included for all guest bathrooms and public restrooms
65 6 x 24 vision pattern surround panels in solid white matt finish included for all shower surrounds
66 3/4" corner guards are considered in public areas and elevator lobbies
67 Back of house white melamine shelving is considered in linen storage / Housekeeping on all floors
68 All fitness room equipment to be procured and installed by the Owner
69 BBQ Grills & Fire Pit included at locations shown on the drawings
70 Interior signage supply by owner & install by owner
71 Exterior signage supply and install by owners, wiring to be provided by GC
72 Any safety deposit boxes & lockers are excluded
73 Single flagpole included as shown
74 Wood fence around mechanical units is included
75 Screen wall shown on sheet C03.0 is considered as allowance as no details have been provided
76 Pool coping, waterline tile & delineation tile included as an allowance
77 Pool deck finish to be decorative round aggregates
78 No fencing around the pool is sown, hence not included
79 16 Gauge aluminized linen chute included in the proposal
80 No electric interlock is considered for the linen chute
81 Traction elevators with standard interior finishes included
82 Price includes 12 months maintenance with 8 hour callback service for elevators
83 Water piping to be pex piping and fittings
84 Grease interceptor included as per the plans
85 Oil interceptor is not included as we are using traction type of elevators
86 Lint interceptor is not included in plumbing VE package as we suggest to procure from the laundry equipment supplier
87 Water softener to be supplied and installed by owner. Backwash line and softener hook up will be by GC
88 Commercial Laundry Equipment is to be furnished and installed by Owner. Contractor provides rough-in and hookup
89 Residential appliances to be furnished and installed by Owner. GC to provide rough-in and hookup
90 Hose for laundry equipment to be supplied by owner and installed by GC
91 All Kitchen Equipment, shelving and material supplied and installed by owner
92 GE PTAC units included for all guestrooms
93 Greenheck RTU included
94 Certified test and balance to be done by the owner

95 Verdant thermostats included
96 All recessed lighting to be procured and installed by GC
97 All decorative and non-hard wired light fixtures are owner furnished and installed
98 Light fixture package included as allowance with VE fixtures that meet the Brand Standards
99 EV charging station supply and install by owners, wiring to be provided by GC
100 Sprinkler system design per NFPA 13 for common areas and 13R in guestrooms
101 All sprinkler piping to be CPVC, except the standpipe at stairways
102 Cost for Fire pump is provided as an allowance. We will get an actual price once the fire flow test report is made available
103 Fire Alarm included to meet applicable codes and standards for a fully sprinkled 4 story building
104 Proposal includes Addressable Fire Alarm System
105 Cat6 cabling included for phone, data and TV locations
106 Cabling for music system and security systems is included as allowance
107 Temporary electric is through the power company. Generator cost is for the job trailer only
108 Temporary heating is excluded
109 Prevailing wages are excluded
110 Price includes sales tax on material only
111 DD&B assumes that the Architect, Civil Engineer and MEP Engineers, for use by DD&B and its subcontractors, will make CAD files available at no cost
112 It is assumed that all drawings are designed to meet State, local and franchise requirements. Any notes referring to design or code requirements are assumed to be part of permit requirements and that DD&B or its subcontractors shall not be responsible for design or any work not specifically specified in the Contract Documents. It is not the Contractors' responsibility to interpret or determine its scope of work from information shown on the code page
113 DD&B assumes that existing conditions as shown on the Contract Documents are correct and assumes no liability for additional cost associated with differing conditions.
114 DD&B will examine areas and conditions and notify the Architect of such items that may be detrimental to proper and timely completion, however, should conditions occur that DD&B did not have knowledge of or acquire knowledge of, DD&B will not be held liable. For conditions that are identified, DD&B is not responsible for the correction of said conditions.
115 It is assumed by DD&B that if a product is listed in the Plans or Specifications, it meets or exceeds those standards called out for. It is not the Contractor's responsibility to verify if products listed in the documents meet Specification requirements
116 Architect/Engineer review period is not to exceed 5 working days from receipt of submittals. Priority submittals are expected to be reviewed in an expedited manner.
117 No costs are included for TXDOT permits, Corp of Engineer Permits or any required relocation of public utilities. DD&B excludes all building permits, plan review fees, utility tap fees & backflow devices, ROW permits & fees, City required bonds and other related fees and costs
118 DD&B assumes site survey shows any and all known improvements
119 DD&B assumes that all required rough-ins for Owner furnished items are indicated on the drawings
120 DD&B assumes that the Owner and their Design Consultants have coordinated with IHG and have incorporated all IHG requirements into the design
121 Plan revisions that are not properly identified and annotated from the Bid Set cannot be assured as included and will need to be incorporated as additional services due to improper documentation
122 All asbestos, lead, contaminated soil, underground tanks or other hazardous material removal or mitigation is excluded
123 Premium cost for handling/disposing and importing replacement fill due to ash material or contaminated soils is excluded
124 DD&B assumes continuous flow of work without interruption and delays due to circumstances beyond the Contractor's control. Notice to Proceed on select portions of the work rather than complete project release may result in delays to the critical path due to but not limited to engineering and production of long lead time items.
125 ID drawings & Specification manual have not been 100% complete and any references to requirements of ID drawings are excluded
126 Any and all design deficiencies or design mistakes are not considered in this price
127 Any additional time or cost due to Owner / Architect / Engineer response delay is not included in this price
128 Costs arising from Tariffs, unexpected price increase in material & freight is not considered in this proposal
129 DD&B cannot sign up any contractors until the receipt of "For Construction Set"
130 DD&B will require 6 weeks from the receipt of "For Construction Set" before breaking ground
131 Off-Site storage, On-Site storage, warehousing is assumed by the Owner. Storage for any materials that need to be procured ahead of time due to long lead times / cost inflations is to be provided by Owner

132 Advance deposits will be needed to secure job material and Owner to provide assistance with the deposit payments
133 Material delays arising due to late deposit payments is not the responsibility of the GC
134 Any weather delays, unforeseen conditions, Acts of God, job site shut down by the local / state jurisdictions during any pandemics, man-power reduction due to pandemics are not accounted for in project schedule and General conditions
135 Due to current market conditions, prices of construction materials have been largely fluctuating and we have provided the price as of the proposal submission date. Price will be updated once shop drawings and submittals have been approved by the engineer and cost difference will be paid by the owner.

**EXCLUSIONS**

1 Impact Fees
2 Tap Fees
3 All design, permitting and installation fees for permanent power is excluded
4 CAD Files. CAD files to be provide to GC per request
5 Offsite utility and Civil Work
6 Utility Charges and Connection fees
7 Franchise fees
8 Telephone & Music system equipment and install
9 Building Fees. Trade Permit Fees Paid by GC
10 Engineering fees
11 CCTV cabling and installation
11 Building Commissioning & Special Inspections
12 Permanent Power bills. Temporary electric and water is including during construction only
13 Telephone, data, TV & security equipment & installation. Only wiring is included in our proposal.
14 Primary conduits and primary wiring from power company location to property line is excluded. Our proposal includes running conduits for the power company from the property line to the transformer
15 FF&E exclusions as follows:
a. Guestroom appliances - supply & install by owner
b. Guestroom FF&E - supply by owner & install by GC
c. Guest & House Laundry equipment - supply and install by owner
d. Any window treatments - supply and install by owner
e. Vending machines and ice machines - supply by owner and install by GC
f. Fitness room equipment - supply and install by owner
g. Kitchen equipment - supply and install by owner
18 No rock excavation of any kind included for any grading, foundation, utility or building construction
19 Radio Frequency booster system and testing is excluded
20 Access control permit and work is excluded
21 Getting gas line to the building. Utility company to get the gas line till the water meter room
22 Water Softener material is excluded
23 Car Charging Station are excluded
24 Solar panels and lightning protection is excluded
25 Payment & Performance Bond
26 Builders Risk Insurance

**EXHIBIT - D**

**COORDINATION MATRIX**

| GUESTROOMS | | | | |
|---|---|---|---|---|
| | | | | |
| DESCRIPTION | PURCHASE | ACCEPT DELIVERY | STORE & PROTECT | INSTALL |
| SEATING | OWNER | GC | GC | GC |
| IRON STAND AND HOLDER | OWNER | OWNER | OWNER | GC |
| HARD-WIRE LIGHTING | OWNER | GC | GC | GC |
| FREE STANDING CASEGOODS | OWNER | GC | GC | GC |
| VANITIES/TOPS/KITCHEN MILLWORK | OWNER | GC | GC | GC |
| WINDOW SILLS | OWNER | GC | GC | GC |
| WINDOW TREATMENTS WITH CORNICE | OWNER | OWNER | OWNER | OWNER |
| ARTWORK/MIRRORS | OWNER | GC | GC | GC |
| BED WRAPS/SKIRTS | OWNER | OWNER | OWNER | OWNER |
| CARPET/CARPET BASE | OWNER | GC | GC | GC |
| VINYL WALL COVERING | OWNER | GC | GC | GC |
| TILE AND TILE BASE | GC | GC | GC | GC |
| RECESSED LIGHT | GC | GC | GC | GC |
| SHOWER CURTAINS | OWNER | OWNER | OWNER | OWNER |
| BATH ACCESSORIES/PLUMBING FIXTURES | GC | GC | GC | GC |
| SHOWER DOOR | GC | GC | GC | GC |
| THRESHOLD/SCHLUTER/STAIR NOSING | GC | GC | GC | GC |
| TELEPHONE/CLOCK | OWNER | OWNER | OWNER | OWNER |
| SHOWER SURROUNDS | GC | GC | GC | GC |
| | | | | |
| BREAKFAST/BAR AREAS, BOH & MEETING ROOM | | | | |
| | | | | |
| DESCRIPTION | PURCHASE | ACCEPT DELIVERY | STORE & PROTECT | INSTALL |
| SEATING | OWNER | GC | GC | GC |
| FREE-STANDING LIGHTING | OWNER | GC | GC | GC |
| HARD-WIRE LIGHTING | OWNER | GC | GC | GC |
| VINYL WALL COVERING | OWNER | GC | GC | GC |
| TABLES | OWNER | GC | GC | GC |
| WINDOW TREATMENTS WITH CORNICE | OWNER | OWNER | OWNER | OWNER |
| ARTWORK | OWNER | GC | GC | GC |
| CARPET/CARPET PAD | OWNER | GC | GC | GC |
| RECESSED LIGHT | GC | GC | GC | GC |
| TELEPHONE | OWNER | OWNER | OWNER | OWNER |
| VCT/VCT BOH | GC | GC | GC | GC |
| VINYL WALL COVERING | OWNER | GC | GC | GC |
| TELEVISION | OWNER | OWNER | OWNER | GC |
| MIRRORS | OWNER | GC | GC | GC |
| PROJECTOR/WRITING BOARD | OWNER | OWNER | OWNER | OWNER |
| LIGHTING CONTROLS | N/A | N/A | N/A | N/A |
| | | | | |
| FITNESS ROOM | | | | |

| | | | | |
|---|---|---|---|---|
| DESCRIPTION | PURCHASE | ACCEPT DELIVERY | STORE & PROTECT | INSTALL |
| WATER COOLER/HYDRATION STATION/CLOCK | OWNER | GC | GC | GC |
| WIPES/DISPENSER | OWNER | OWNER | OWNER | OWNER |
| LEANING MIRROR FRAME | OWNER | GC | GC | GC |
| MIRROR | GC | GC | GC | GC |
| RECESSED LIGHT | GC | GC | GC | GC |
| TELEPHONE | OWNER | OWNER | OWNER | OWNER |
| TOWEL CABINET | OWNER | GC | GC | GC |
| WINDOW TREATMENTS | OWNER | OWNER | OWNER | OWNER |
| FITNESS EQUIPMENT WITH CABLE MANAGEMENT | OWNER | OWNER | OWNER | OWNER |
| MILLWORK | GC | GC | GC | GC |
| FITNESS FLOORING AND BASE | GC | GC | GC | GC |
| VINYL WALL COVERING | OWNER | GC | GC | GC |
| | | | | |
| | | | | |
| POOL AND PATIO | | | | |
| | | | | |
| DESCRIPTION | PURCHASE | ACCEPT DELIVERY | STORE & PROTECT | INSTALL |
| SEATING/TABLE/FFE | OWNER | GC | GC | GC |
| TELEPHONE | OWNER | OWNER | OWNER | OWNER |
| RECESSED LIGHT | GC | GC | GC | GC |
| FIREPLACE, FIRE PIT, BARBEQUE GRILL | GC | GC | GC | GC |
| | | | | |
| | | | | |
| CORRIDORS | | | | |
| | | | | |
| DESCRIPTION | PURCHASE | ACCEPT DELIVERY | STORE & PROTECT | INSTALL |
| SCONCES/DECORATIVE LIGHT FIXTURES | OWNER | GC | GC | GC |
| RECESSED LIGHT | GC | GC | GC | GC |
| TELEPHONE | OWNER | OWNER | OWNER | OWNER |
| ARTWORK | OWNER | GC | GC | GC |
| VINYL WALL COVERING | OWNER | GC | GC | GC |
| WINDOW TREATMENTS | OWNER | OWNER | OWNER | OWNER |
| DOORS AND HARDWARE | GC | GC | GC | GC |
| WINDOW SILLS | OWNER | GC | GC | GC |
| | | | | |
| | | | | |
| MISCELLANEOUS | | | | |
| | | | | |
| DESCRIPTION | PURCHASE | ACCEPT DELIVERY | STORE & PROTECT | INSTALL |
| INTERIOR SIGNAGE | OWNER | OWNER | OWNER | GC |
| BUILDING/MONUMENT SIGNAGE | OWNER | OWNER | OWNER | OWNER |
| FLAG POLE | GC | GC | GC | GC |
| CAR CHARGING STATIONS | OWNER | OWNER | OWNER | OWNER |
| TELEPHONE | OWNER | OWNER | OWNER | OWNER |
| DUMPSTER | GC | GC | GC | GC |

| | | | | |
|---|---|---|---|---|
| CCTV | OWNER | OWNER | OWNER | OWNER |
| MANAGER/SALES OFFICE DESK/FRONT DESK MACHINES | OWNER | OWNER | OWNER | OWNER |
| GUEST LAUNDRY MACHINE | OWNER | OWNER | OWNER | OWNER |
| KITCHEN APPLIANCES | OWNER | OWNER | OWNER | OWNER |
| VENDING AND ICE MACHINES | OWNER | GC | GC | GC |
| WATER SOFTENER | OWNER | OWNER | OWNER | OWNER |
| COMMERCIAL WASHERS AND DRYERS | OWNER | OWNER | OWNER | OWNER |
| METAL SHELVING/PARTITION PUBLIC RESTROOM | OWNER | OWNER | OWNER | OWNER |
| FOOD SERVING EQUIPMENT | OWNER | OWNER | OWNER | OWNER |
| VINYL WALL COVERING | OWNER | GC | GC | GC |
| EMPLOYEE LOCKERS//INFLAMMABLE TOOL BOX | OWNER | OWNER | OWNER | OWNER |
| BOH SHELVING | GC | GC | GC | GC |
| RECESSED LIGHT/WALL MOUNTED | GC | GC | GC | GC |
| SAFETY DEPOSIT BOXES | OWNER | OWNER | OWNER | OWNER |
| PUBLIC AREA VANITY | GC | GC | GC | GC |
| PUBLIC AREA MILLWORK | GC | GC | GC | GC |
| CARD READERS | GC | GC | GC | GC |
| TOILET ACCESSORIES | GC | GC | GC | GC |
| BIKE RACK | GC | GC | GC | GC |
| LUGGAGE CART | OWNER | OWNER | OWNER | OWNER |
| HAIR DRYER | OWNER | OWNER | OWNER | OWNER |
| MARKET AREA EQUIPMENT | OWNER | OWNER | OWNER | OWNER |
| TOILET ACCESSORIES | GC | GC | GC | GC |

## EXHIBIT - E

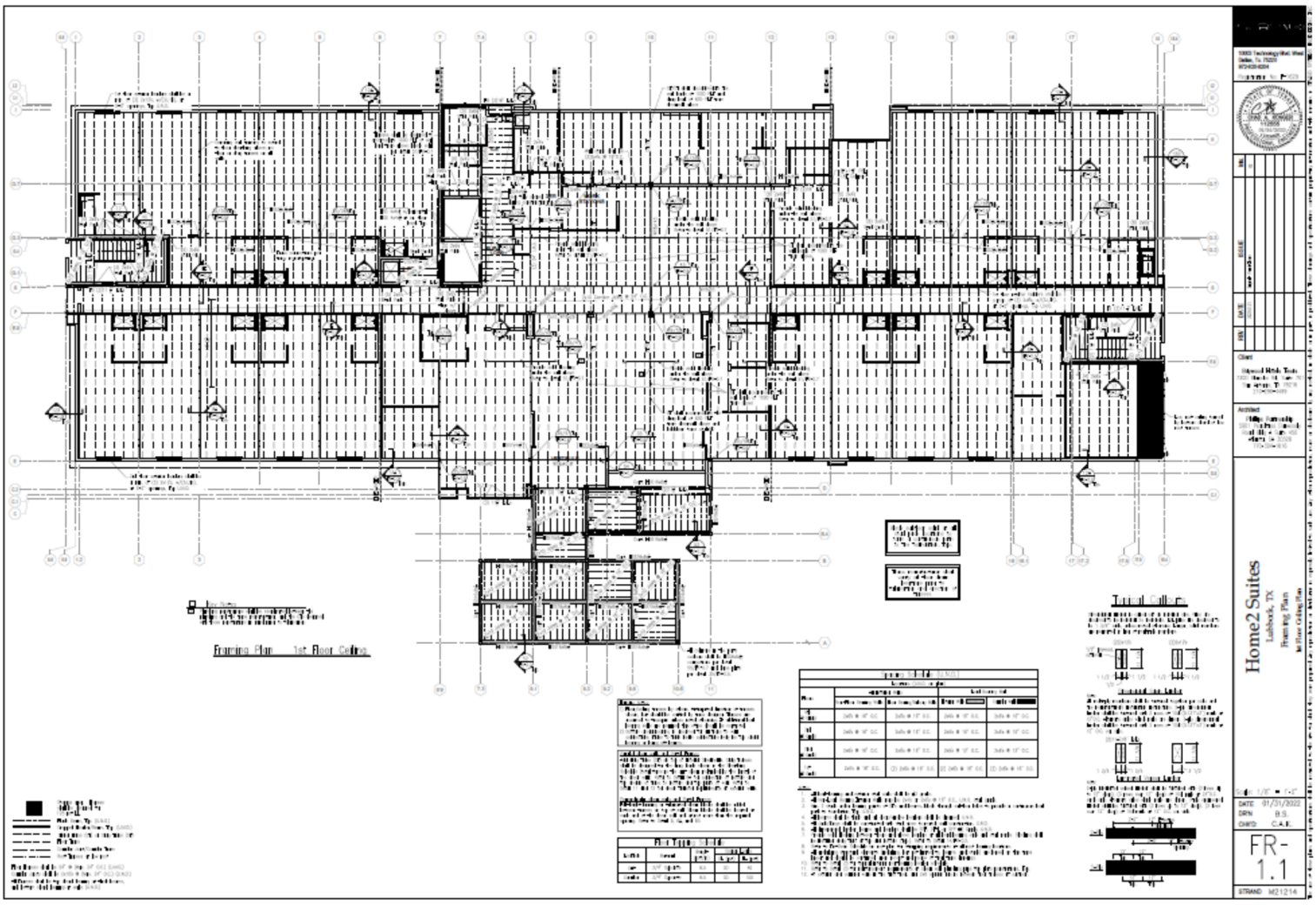
## TARIFF & PRICE PROTECTION

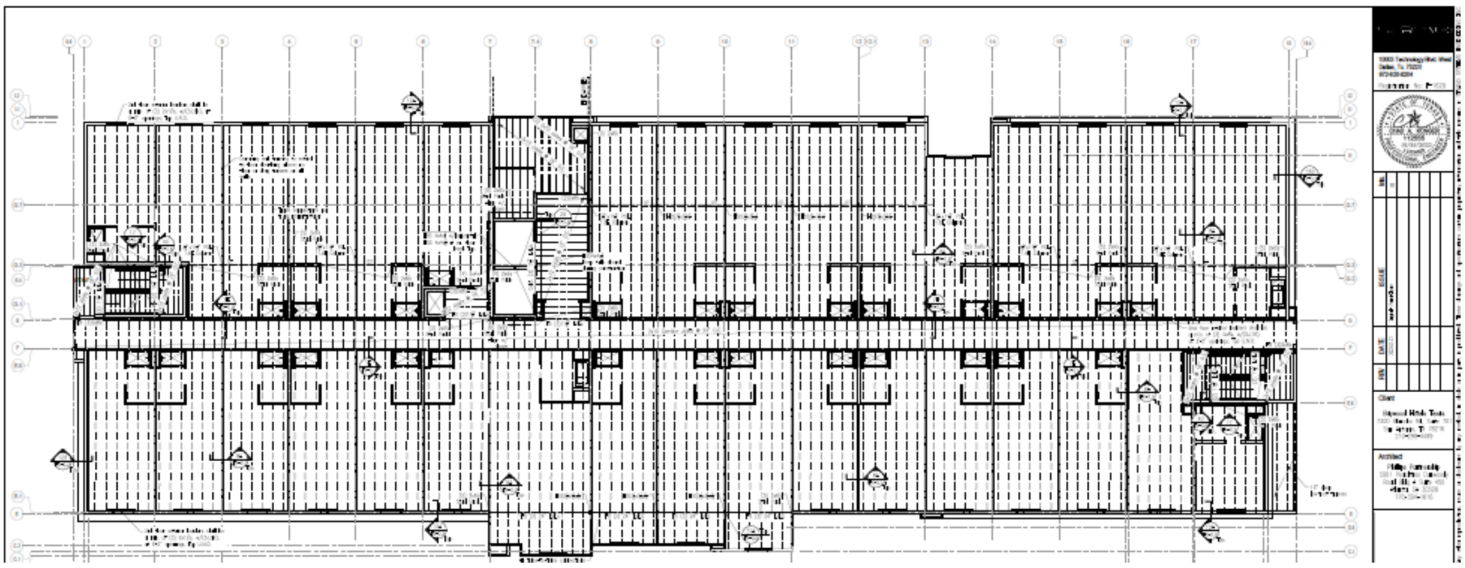
**PRICE OF MATERIALS** The prices of construction materials have been fluctuating largely due to COVID-19, oil prices and natural disaster. Due to current market volatility, we are not able to hold the material / labor prices until the start date of a particular trade activity. The prices in this estimate is based on the material proposals received as of 05/04/2022. We will re-price the project at the beginning of construction, any difference in the prices will be passed on to the owner.

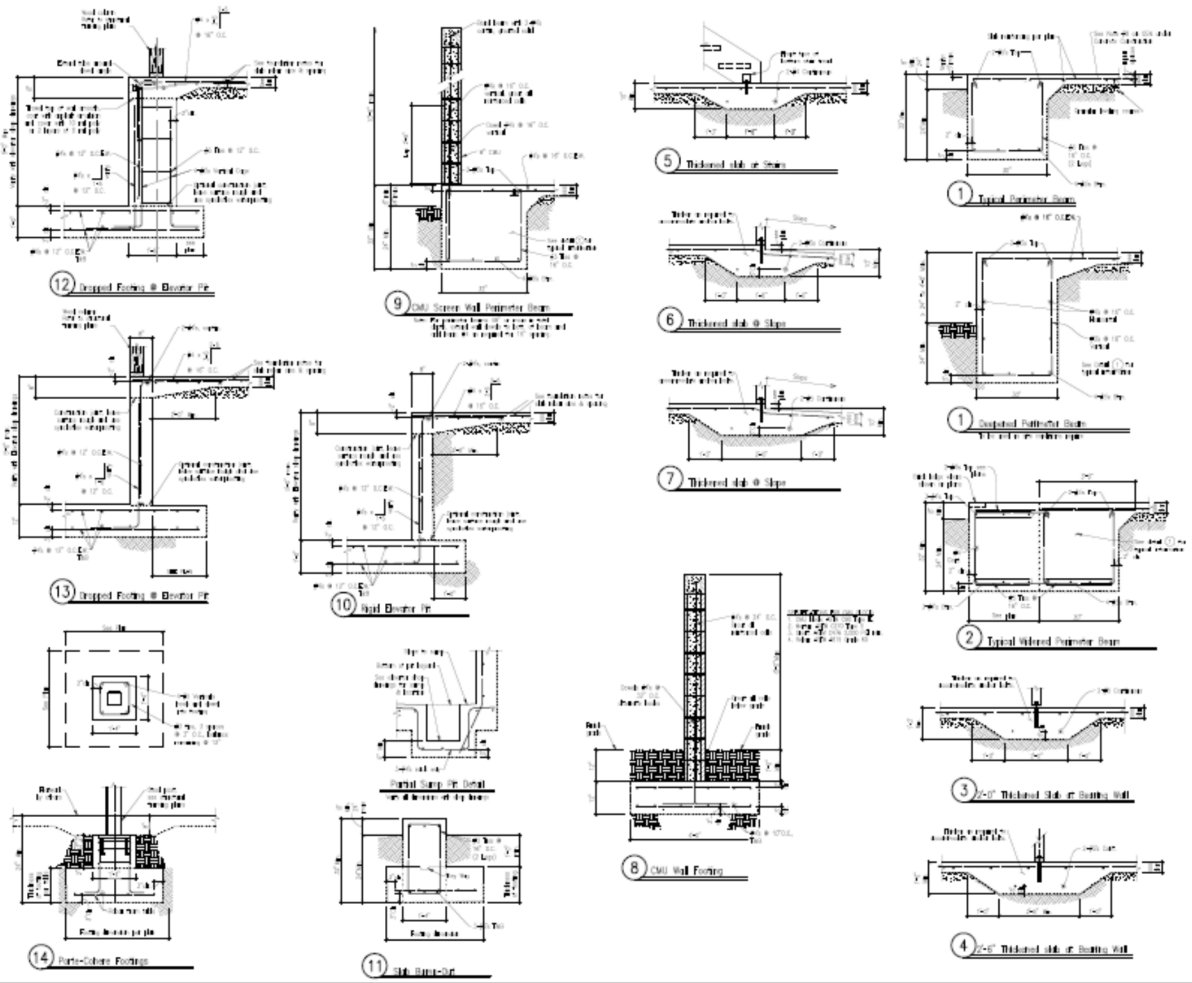
**TARIFF'S** Many of our materials are procured and sourced from overseas. If during construction period there is any Tariffs that are levied or implemented, we will pass those Tariffs onto the Owners to be paid as a change order.

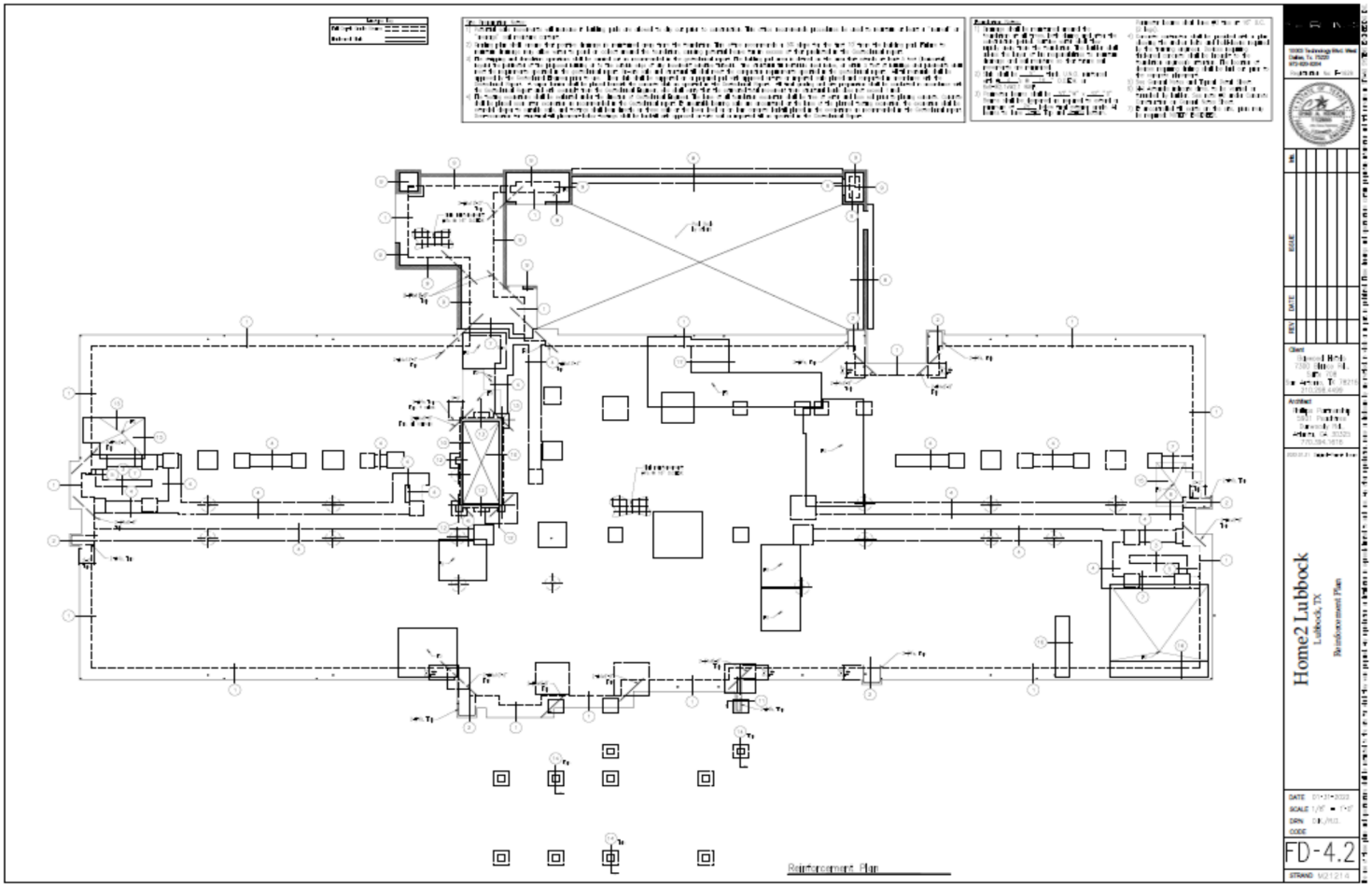
# 1704 Marsha Sharp Freeway – Architectural Plans

## (Full set of plans on file.)




12 Stepped Footing @ Elevator Pit
9 CMU Screen Wall Perimeter Beam
5 Thickened slab at Beam
1 Typical Perimeter Beam
6 Thickened slab @ Slope
1 Stepped Perimeter Beam
7 Thickened slab @ Slope
13 Stepped Footing @ Elevator Pit
10 Wall Elevator Pit
2 Typical Widened Perimeter Beam
Partial Ramp Pit Detail
3 2'-0" Thickened Slab at Bearing Wall
8 CMU Wall Footing
14 Porte-Cohere Footings
11 Slab Blow-Out
4 2'-6" Thickened slab at Bearing Wall
Home2 Lubbock
Lubbock, TX
Foundation
Typical Details
FD-3.0


Reinforcement Plan
Home2 Lubbock
Lubbock, TX
Reinforcement Plan
FD-4.2

## Information

### Agenda Item

**Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute a contract with Johnson General Contractors Group, LLC, to provide bus stop and shelter cleaning, and maintenance services for all Citibus transit stops.

### Item Summary

Citibus intends to enter into a contract with a firm to provide bus stop and shelter cleaning and maintenance services for all transit stops. Services provided will include bus stop sign and shelter installation, removal, relocation, repair, maintenance and cleaning services. The contract will include shelter and bus stop installation, removal, and relocation. This item is for the complete installation and removal of and any related construction work, to include, but not limited to, assembly of new bus shelters, transportation of shelter to installation site, proper and timely excavation, removal and disposal of present site material, repair and/or pour concrete pad, securing and bolting pre-fabricated bus shelter and clean-up of site area. Work completed must meet all ADA criteria.

In response to RFP 22-16449-KM, one sole proposal was received and opened on April 20, 2022.

The proposal was evaluated using the following criteria: 30 Points for Price, 30 Points for Experience with Similar Projects, 20 Points for Qualifications and References, and 20 Points for Availability of Staff. The maximum point value is 100 points. After the proposal was evaluated, the following ranking was obtained:

| Contractor | Total Points |
|---|---|
| Johnson General Contractors Group, LLC | 86 |

The contract shall be for a term of one year, with the option of four, one year extensions, said date of term beginning upon formal approval. The City of Lubbock does not guarantee any specific amount of compensation volume, minimum or maximum for shelter and bus stop installation, removal or relocation. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

### Fiscal Impact

Cost associated with this contract is already included in the FY 2022 Citibus budget. There will be no additional cost to the City of Lubbock. Staff estimates annual expenditures of $25,000.

### Staff/Board Recommending

Citibus staff recommends that a contract RFP 22-16449-KM be awarded to Johnson General Contractors Group, LLC of Lubbock, Texas.

**Attachments**

Resolution - Bus Shelter & Stop Maintenance

Bus Shelter & Stop Maintenance Contract

Bus Shelter & Stop Maintenance 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, Contract No. 16449, as per RFP 22-16449-KM, for transit bus stop and shelter maintenance, by and between the City of Lubbock and Johnson General Contractors Group, LLC of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

_____
**TRAY PAYNE, MAYOR**

**ATTEST:**

_____
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

_____
Bill Howerton, Deputy City Manager

**APPROVED AS TO FORM:**

_____
Ryan Brooke, Assistant City Attorney

RES.Contract No. 16449-Johnson General Contractors Group, LLC
6.22.22

Contract 16449

**City of Lubbock, TX**
**Transit Bus Stop and Shelter Maintenance**
**Agreement**

This Service Agreement (this "Agreement") is entered into as of the __day of _____2022 ("Effective Date") by and between Johnson General Contractors Group, LLC (the Contractor), and the City of Lubbock (the "City").

**RECITALS**

WHEREAS, the City has issued a Request for Proposals 22-16449-KM, Transit Bus Stop and Shelter Maintenance 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 Transit Bus Stop and Shelter Maintenance, 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 – Best and Final Offer
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 four, 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 rage 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

_____

Tray Payne, Mayor

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

Chris Mandrell, General Manager of Citibus

APPROVED AS TO FORM

_____

Ryan Brooke, Assistant City Attorney

CONTRACTOR

BY: _____

Authorized Representative

Troy Johnson

Print Name

3407 40th st

Address

Lubbock Texas 79413

City, State, Zip Code

**City of Lubbock, TX**
**RFP 22-16449-KM**
**Cleaning and Maintenance for Transit Bus Stops and Shelters**

## GENERAL REQUIREMENTS

### 1. INTENT

1.1 The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms, (hereinafter called "Proposer") to provide bus stop and shelter cleaning and maintenance services for all transit stops. Services provided by Proposer will include bus stop sign and shelter installation, removal, relocation, repair, maintenance and cleaning services. The selected firm will be responsible for providing services in accordance with the scope of services outlined in the proposal.

No guarantee of volume. The City of Lubbock does not guarantee any specific amount of compensation volume, minimum or maximum for shelter and bus stop installation, removal or relocation. Amounts and quantities listed on the price proposal sheet form are estimates only.

The proposal item listed for shelter and bus stop installation, removal, and relocation is for the complete installation and removal of and any related construction work, to include, but not limited to, assembly of new bus shelters, transportation of shelter to installation site, proper and timely excavation, removal and disposal of present site material, repair and/or pour concrete pad, securing and bolting pre-fabricated bus shelter and clean-up of site area. Must meet all ADA criteria. Davis Bacon Act Labor wages much be incorporated by Contractor.

### 2. SCOPE OF WORK

2.1 Contractor will furnish all labor, materials, equipment and supplies to install, remove, relocate and maintain Citibus shelters, benches, bus stops and other passenger amenities at Citibus' request. Citibus will procure and provide all shelters, benches, bus stops or other passenger amenities. It is preferable that the Contractor be able to store shelters, replacement parts, benches and bus stop signs at their location, however; storage location of these items is negotiable.

**A. <u>Shelter/Bench/Bus Stop Installation/Removal/Relocation:</u>**

1. The Contractor will construct and install, remove or relocate shelters, benches and bus stop signage as needed per Citibus.
2. **Shelter/Bench/Bus Stop Removal.** Some locations will require the removal of existing shelters, benches, bus stop signs or other passenger amenities due to vandalism, vehicle accidents or other causes. Contractor shall disassemble existing shelter(s), bench(es), or bus stop sign(s) and dispose of in accordance with all federal, state and city guidelines, or return to a location to be determined by Citibus. In emergency situations, removal of shelters, benches, bus stop signs or other passenger amenities will need to occur outside of normal business hours including nights and weekends.
3. **Shelter/Bench/Bus Stop Relocation.** There will be occasions when an existing shelter, bench, or bus stop will need to be moved from one location to another site. The Contractor shall disassemble existing shelter(s), bench(es), or bus stop sign(s) and reinstall them at a location(s) to be determined by Citibus. All removal and installation requirements must be followed during the relocation process.
4. **Shelter and Bench Assembly and Installation.** The contractor will be responsible for shelter and bench assembly and installation. Citibus anticipates, and reserves the right, to purchase

shelters or benches that may be a different size and have components different than mentioned below.

For pricing purposes, Citibus's current shelter inventory includes the following three (3) shelter designs, sizes, and components.

- 5' x 10'with a barrel top, replaceable glazing, 5 foot bench on the rear wall, two full sides and a full rear, 4 foot front panel that will allow for wheel chair access
- 5' x 9.25'with a barrel top, replaceable glazing, 5 foot bench on the rear wall, two full sides and a full rear, 4 foot front panel that will allow for wheel chair access
- 10' wide with a barrel top, steel or wired backing, 5 foot bench on backing and bench width is 2ft
- 18" height bench, 1' in width and 5' in length supported by two (2) legs

Newly purchased shelters will likely be of similar size

Pictures of existing shelters and benches are included in Attachment A.

5. Successful proposer(s) will be required to pick up the shelter(s), benches, and/or bus stop signage from their storage location or at the Citibus maintenance facility (if applicable) located at 801 Texas Avenue, Lubbock, TX and deliver them to the designated site(s).
6. **Concrete Pad / Site Preparation.** Successful proposers(s) may be required to construct a concrete pad at shelter site locations as determined by Citibus. Concrete pads shall be minimum 4000 PSI with fiber and rebar reinforced. Minimum dimensions of 12'-0" X 7'-0"X 6" thick. The shelter will be anchored to the poured concrete pad. The concrete pad should be allowed to cure at least seven (7) days before anchoring the shelter. The successful proposers(s) will also be responsible for any site preparation to ensure that the existing surface at each site is level prior to construction of the concrete pad.
7. **Grade.** The grade of boarding and alighting areas shall be the same as the adjacent sidewalk, street or highway, to the extent practicable.
8. Permits, licenses and easements of a temporary nature which are necessary only for and during the construction, shall be secured and paid for by the Contractor.
9. Contractor must insure that all City of Lubbock codes are adhered to.
10. Installation must meet ADA criteria see website: https://www.access-board.gov/ada/#ada-810 A synopsis of the requirement can be found in Attachment B.
11. The Contractor expressly undertakes, either directly or through its subcontractor(s), to clean up frequently all refuse, rubbish, scrap material, and debris caused by its operations, to the end that at all times the jobsite shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work site nor buried on site, but shall be properly protected and removed from the site and properly disposed of in a licensed landfill or otherwise as required by law or otherwise required by the Contract.
12. The Contractor expressly undertakes, either directly or through its subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, and debris of every nature resulting from its operations and to put the site in a neat orderly condition. If Contractor fails to clean up at the completion of the Project, Citibus may do so and charge all the costs thereof to the Contractor.
13. **Protection on Site**. The Contractor expressly undertakes, both directly and through its subcontractor, to take every reasonable precaution at all times for the protection of all persons

and property which may come on the jobsite or be affected by the Contractor's operation in connection with the Work.

14. **Safety and Health Precautions.** The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety and health precautions and programs in connection with the Work, including but not limited to provision of appropriate sanitation facilities, if applicable.

15. **Protecting the Public.** The Contractor shall in all cases protect the public and the Work, during its execution, by posting and maintaining, at its expense, appropriate signs, barricades, barriers, lights, flagmen, and other safety devices.

16. **Protecting the Work and Adjacent Property.** The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect Citibus's property and the property where the Work is being done from injury or loss arising in connection with this Contract. The Contractor shall adequately protect adjacent property to prevent any damage to it or its loss of use. Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by any public authority, local conditions, any of the persons and Contract Documents, or erected for the fulfillment of its obligations for the protection of or erected for the fulfillment of its obligations for the protection of persons and property.

17. **Emergencies.** In an emergency affecting the safety or life of persons or of the Work, or of the adjoining property, the Contractor, without special instruction or authorization from project manager, City Engineer, Building Code Official, or Fire Official, shall act, at Contractor's discretion, to prevent such threatened loss or injury.

18. **Damage to the Work.** The Contractor shall have charge of and be solely responsible for the entire Work and be liable for all damages to the Work including, but not limited to any property at or in the vicinity of the Work, until Contractor completes the Work and it is approved and accepted by Citibus.

19. **Damage to Other Work or Utilities.** The Contractor shall take into account all other work which shall be done by other parties on the jobsite, either now known or which may become necessary during the progress of the Work, and shall be responsible for any damage done to the other work. Should any utilities require adjustment during the Work, it shall be the Contractor's responsibility to have such utilities relocated as a part of the Work and to contact and cooperate with the respective Utility Company in performance of such operations. The respective Utility Company shall be given a minimum of forty-eight (48) hours' notice prior to the adjustment. Damages that may occur to the utilities during the Work shall be the sole responsibility of the Contractor.

20. **Damage to Existing Structures.** Damage caused by Contractor or its subcontractors to concrete curbs, gutters, sidewalks, or any existing facility, structure, or building that may occur during the Work shall be repaired or replaced by the Contractor, at its sole expense, as directed by and to the satisfaction of Citibus.

21. **Release by Contractor.** The acceptance by the Contractor of the final payment for any requested work shall be and does operate as a release by the Contractor of all claims by the Contractor against Citibus and of all other liability of Citibus to the Contractor whatever, including liability for all things done or furnished in connection with the Work or the Contract.

22. **Additional Warranty.** The Contractor hereby warrants and guarantees that all of the Work, including, but not limited to, all materials, services, workmanship, and equipment, shall be free from any defects, deficiencies, inferior materials or equipment, and that the workmanship shall be of the highest quality for the type of Work performed or items supplied, and that all materials

and equipment are new unless otherwise specifically noted in the Contract. Such warranty shall be for a period of 1 year from the date of the Contractor's final and proper completion of the Work and acceptance of such Work by Citibus.

23. **Defective Work.** The Contractor agrees it shall repair or replace, at Contractor's sole expense, and to the satisfaction of Citibus, any work, material, equipment, or part that is found, by Citibus, to be defective and/or not in accordance with the Contract.
24. **Warranty Extension.** In any case, where in fulfilling the requirements of the Contract or any guarantee embraced in or required thereby, the Contractor disturbs, damages, or repairs any work guaranteed under the Contract, it shall restore such work to a condition satisfactory to Citibus and guarantee such restored work to the same extent and for a like additional period of time as it was guaranteed under the Contract.
25. **Correction of Defects.** If the Contractor, after notice, fails to proceed promptly to correct any defects or defective Work, Citibus may have the defects or defective Work corrected by Citibus or another entity and the Contractor shall be liable for all costs and expenses incurred in doing so.
26. **Risk of Loss.** The Contractor shall bear the risk of loss to the Work or any part thereof including any damages or loss from any cause of any type, loss, theft, mutilation, vandalism, or other damage, including those caused by acts of God, prior to the acceptance of the Work by Citibus.
27. **Ownership of Material and Work.** All materials and work covered by payments shall become the property of Citibus. This provision shall not relieve the Contractor from the responsibility for all material and to maintain all completed Work and to repair all damaged Work. The Contractor shall not deem a payment as a waiver to complete the terms of the Contract or shift the risk of loss from the Contractor to Citibus. The Contractor warrants that it has good title to all materials, equipment, and supplies which it uses in the Work or for which it accepts payment in whole or in part.
28. **Davis-Bacon Act.** The Contractor acknowledges and agrees that the Davis-Bacon Act, which is incorporated herein by reference, applies to this Contract. The Contractor shall comply with the applicable provisions of the Davis-Bacon Act.

**B. <u>Shelter/Bench/Bus Stop Inspections and Repair:</u>**

The Contractor will conduct condition assessments of all amenities (benches/shelters/bus stop signage) on a monthly basis, or a mutually agreed upon timeframe. The Contractor will report to Citibus any damage to the shelters, benches, or bus stop signage that is found during their inspection of aforementioned sites. This includes vandalism, graffiti, glass breakage, concrete damage, any damaged or broken components, hazardous waste materials (ex. Organic Material), etc. The Contractor will make repairs as approved and/or requested by Citibus. The Contractor may be responsible for procuring replacement panels if it leads to a faster turnaround time for repairs.

**C. <u>Graffiti and other Unauthorized Items:</u>**

Contractor will remove any and all paint or graffiti from any shelter, bench, Citibus stop sign or other passenger amenity. Also, the removal of any and all unauthorized items, such as but not limited to ink markings, decals, stickers, gum, signs, or any other unauthorized item at all bus shelters, benches, bus stop signs including the poles, trash receptacles, etc. Defaced items shall be repaired within three days.

The Contractor must follow all local, state, and federal storm water quality laws and regulations when removing graffiti.

The Contractor must follow proper procedures and manufacturer recommendations before any graffiti removal is attempted. The Contractor must contact the Citibus Director of Maintenance before any chemical is applied on any Citibus owned surface.

Material Safety Data Sheets (MSDS) shall be furnished by the Contractor to the Citibus Director of Maintenance for each of the products listed in above and for all other chemicals used by the Contractor in the performance of the contract. A properly marked and updated file or notebook of all MSDS sheets must be kept at each location with cleaning supplies at all listed locations in the contract at all times.

If the Contractor changes or substitutes chemicals during the performance of this contract, the Citibus Director of Maintenance shall be furnished with two (2) copies of the list of chemicals replacing original chemicals. Any chemicals not approved by the Owner or have proper Material Safety Data Sheets (MSDS) for use in its buildings shall be removed within one (1) working days after notification by the Owner to the Contractor to do so.

The Contractor will be responsible to repair or replace any damaged caused by improper use of materials.

Neither Citibus nor the City of Lubbock will be responsible for dumping or landfill fees.

D. The Proposer shall have all the required licenses and certifications necessary to perform this work.

E. References: Supply a minimum of three references, which shall include the name and address of the company, contact name, telephone number and type of service provided.

F. Documents: Proposer must submit the following forms with their proposal. Failure to do so may deem the proposal non-responsive:

- Statement of Eligibility
- Affidavit of Non-Collusion
- List of Similar Contracts
- Buy America Certificate

***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 Citibus to be in violation of the FTA terms and conditions.***

## 3. BONDS

The Contractor is required to furnish a performance bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds $100,000 and the Contractor is required to furnish a payment bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds $50,000. All bonds shall be submitted on forms supplied by

the Owner, and executed by an approved Surety Company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished.

## 4. EVALUATION CRITERIA

4.1. The City of Lubbock and Citibus staff will review all proposals for completeness. Those proposals found incomplete or failing to address the needs of Citibus as stated herein will not be evaluated. Those proposals furnished complete with all required documentation will be evaluated. Proposers are urged to initially submit their best offer. An award (if any) will be made to that proposer whose proposal is deemed most advantageous to, and in the best interest of, Citibus and the general public. The evaluation factors in order of importance are as follows:

4.1.1. **Availability of Staff – 20 Points**
4.1.2. **Qualifications and References - 20 Points**
4.1.3. **Experience with Similar Projects – 30 Points**
4.1.4. **Price –30 Points**

## 5. PROPOSAL FORMAT

5.1. Proposals should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City.

5.2. The proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

5.3. If the proposal includes any comment over and above the specific information requested in the RFP, it is to be included as a separate appendix to the proposal.

5.4. The proposal must be organized into the following response item sections and submitted in an indexed binder.

5.4.1. Cover letter addressed to the Honorable Mayor and City Council that states the Offeror's understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.

5.4.2. A description of the methodology to be used to complete the project to include, but not be limited to, how recommendations will be formulated and commitment of adequate appropriate resources to the project.

5.4.3. Offeror's specific expertise in areas pertinent to the project to include a listing and brief description of similar projects completed (with the dates of completion) or in progress and a list of references by name, address, and telephone number for each project listed. This list of projects in progress shall include the phase of work that each project is currently in (i.e. design, bid, construction), and the estimated completion date.

5.4.4. A brochure of past work, with emphasis on comparable projects.

5.4.5. List of principal(s) of the Proposer and amount of time that principal(s) will be involved in the project.

5.4.6. List of other professionals to be used, if applicable, with a record of experience in projects of this nature. Identification of principal(s) and percentage of time the principal(s) will be involved in the project.

5.4.7. The organizational structure of the employees who will be assigned to this project along with resumes of those individuals. If a joint venture is expected, then provide the organizational structure of the sub-contractor and resumes of those persons who will be involved in the project.

5.4.8. The Proposer must assure the City that he/she will to the best of his/her knowledge, information and belief, be cognizant of, comply with, and enforce, where applicable and to the extent required, all applicable federal or state statutes and local ordinances.

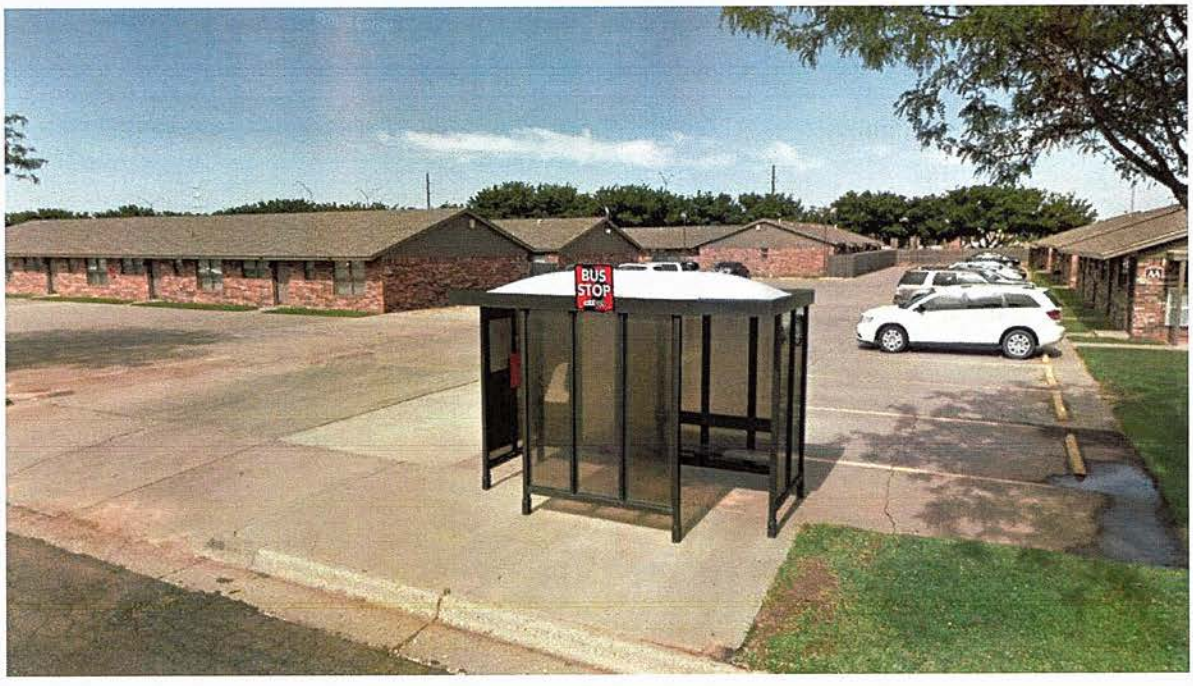
5.4.9. Describe the Offeror's methodology for handling errors and omissions.

5.4.10. Disclosure of any obligations posing a potential conflict of interest, including service on City boards and/or commissions and any current contracts with the City of Lubbock. This would apply to the Proposer as well as consultants subcontracted by the Proposer.

5.4.11. Any material which the proponent wishes to submit and which is not specifically requested in the above categories.

5.4.12. Offerors are strongly encouraged to explore and implement methods for the utilization of local resources, and to outline how they would address outreach issues in their proposal.




BUS
STOP






BUS
STOP
THE PARTY ROOM

**810.2 Bus Boarding and Alighting Areas.** Bus boarding and alighting areas shall comply with 810.2.

**Advisory 810.2 Bus Boarding and Alighting Areas.** At bus stops where a shelter is provided, the bus stop pad can be located either within or outside of the shelter.

***810.2.1 Surface.*** *Bus stop boarding and alighting areas shall have a firm, stable* surface.

***810.2.2 Dimensions.*** *Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.*

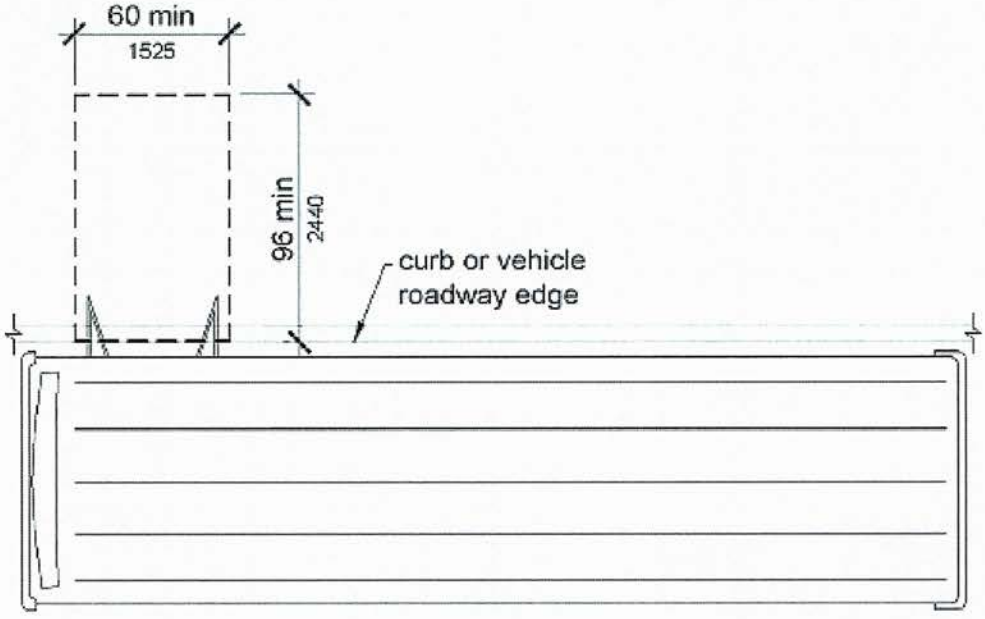



**Figure 810.2.2 Dimensions of Bus Boarding and Alighting Areas**

***810.2.3 Connection.*** *Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route complyingwith 402.*

***810.2.4 Slope.*** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than1:48.*

**810.3 Bus Shelters.** Bus shelters shall provide a minimum clear floor or ground space complying with 305 entirely within the shelter. Bus shelters shall be connected by an accessible route complying with 402 to a boarding and alighting area complying with 810.2.

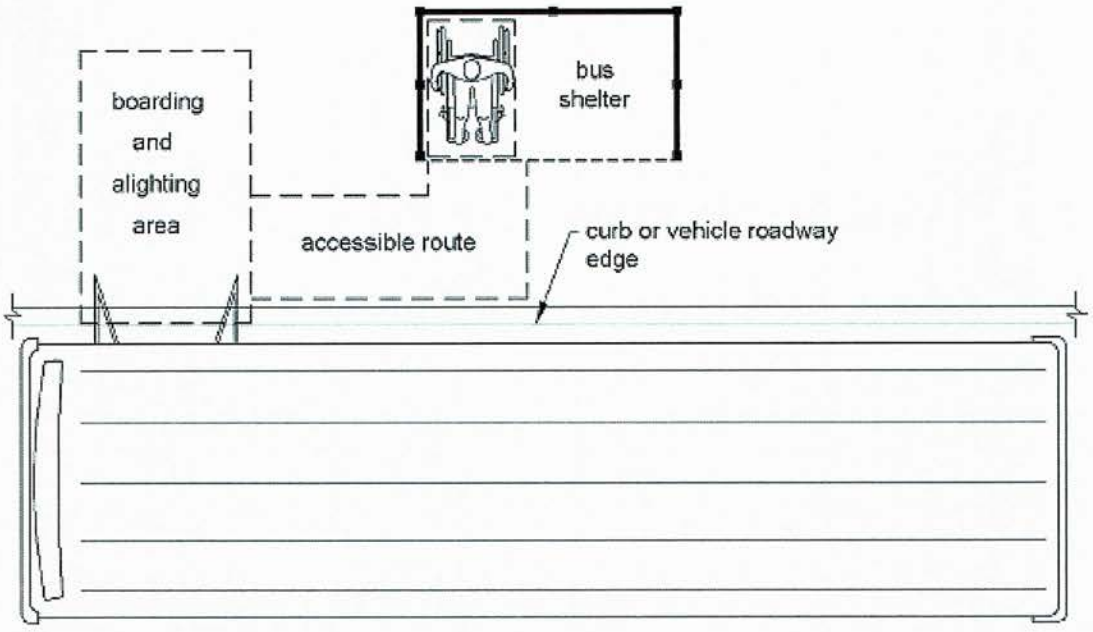



**Figure 810.3 Bus Shelters**

**Exhibit B**

City of Lubbock
RFP 22-16449-KM
Transit Bus Stop and Shelter Maintenance
Best and Final

## Primary Responses

| # | Description | Unit (#/-) | Unit of Measure | Numeric Task Price | Total Cost |
|---|---|---|---|---|---|
| **Installation** | | | | | |
| #1-1 | Shelter Installation | 1 | EA | 2100 | 2100 |
| #1-2 | Bench | 1 | EA | 350 | 350 |
| #1-3 | Bus Stop Signage | 1 | EA | 190 | 190 |
| #1-4 | New Concrete Pad for shelter, bench or bus stop per square foot of concrete, including labor and materials | 1 | SF | 21 00 | 21 00 |
| #2-1 | Shelter Removal & Relocation | 1 | EA | 1150 | 1150 |
| #2-2 | Bench | 1 | EA | 420 | 420 |
| #2-3 | Bus Stop Signage | 1 | EA | 275 | 275 |
| **Removal & Disposal** | | | | | |
| #3-1 | Shelter | 1 | EA | 600 | 600 |
| #3-2 | Bench | 1 | EA | 250 | 250 |
| #3-3 | Bus Stop Signage | 1 | EA | 125 | 125 |
| **Inspection & Repair** | | | | | |
| #4-1 | *Shelter/Bench/Bus Stop Inspections | 1 | MONTHLY | 7800 | 7800 |
| #4-2 | Remove Graffiti | 1 | EA | 250 | 250 |
| #4-3 | Concrete Repair for shelter, bench or bus stop per square foot of concrete, including labor and materials | 1 | SF | 24 | 24 |
| #4-4 | Glass/Panel Repair | 1 | EA | 210 | 210 |
| #4-5 | Hazardous Waste Removal (per hour) | 1 | HR | 85 | 85 |

***Item will be requested on an "As Needed" basis.**

## 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.**

Autho

Owner/member
**Title**

Troy Johnson
**Print/Type Name**

4-12-2022
**Date**

Company Name

3407 40th st.
**Address**

Lubbock Tx 79413
**City, State Zip Code**

| Contact for questions, clarifications, etc. | |
|---|---|
| Name and Title: | Troy Johnson – Owner/member |
| Mailing Address: | 3407 40th st. |
| City, State, Zip: | Lubbock, Tx 79413 |
| Telephone No: | 806 790 7788 |
| Fax No: | N/A |
| E-Mail: | Diamondj@suddenlink.net |

## INSURANCE REQUIREMENTS

Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

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

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

**OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED**

☒ *City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory basis.*

☒ *To include products of completed operations endorsement.*

☒ *Waiver of subrogation in favor of the City of Lubbock on all coverages, except* _____

**IMPORTANT: POLICY ENDORSEMENTS**

The Contractor will provide copies of the policies without expense, to the City and **all endorsements** thereto and may make any reasonable request for deletion, revision, or modification of particular policy

terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the Contractor.

**REQUIRED PROVISIONS**

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

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

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

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

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

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

**NOTICES**

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

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

Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock
1314Avenue 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 22-16449-KM Transit Bus Stop and Shelter Maintenance

Notice was published in the Lubbock Avalanche Journal on April 3, 2022 and April 10, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire-hub.com from April 1, 2022 to April 20, 2022.
23 vendors took documents from Bonfire-hub.com
13 vendors were notified separately.
2 vendors submitted a proposals.

## Information

### Agenda Item

**Resolution - Civic Center:** Consider a resolution approving the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock Inc., Board of Directors for the 2022 Cultural Arts Grant Program using Hotel Occupancy Tax funds collected at the end of FY 2020-21.

### Item Summary

Civic Lubbock Inc., (CLI) administers an allocation of Hotel Occupancy Tax that is used to underwrite local visual and performing arts programs. The Cultural Arts Grant Program is funded through a portion of the Hotel Occupancy Tax allocation and those funds are used in making grant awards to local non-profit organizations for the encouragement, promotion, improvement, and application of the arts and the promotion of tourism in the Lubbock community.

The total allocation paid to CLI for the 2022 program was $442,867.10, which represents 5.92120% of the hotel/motel tax collected at the end of FY 2020-2021. Of that allocation, the following amounts have been deducted: 10% or $44,286.71 for the Public Art Program; $40,000 for the 2022 Live Music Performance Grant Program for Hotels; and $15,600 for the 2022 Live Music at the Airport Program. This leaves $342,980.39 available for the 2022 Cultural Arts Grant Program. In addition, the interest of $282.49 from prior year funds; declined/unused grant funds of $13,445.00; and a carry-over of $ .21 from the 2021 grant program, provides a total of $356,708.09 available for this year's Cultural Arts Grants. CLI elected to absorb any administrative expense in administering this program.

A Grant Workshop was held on May 2, 2022, for first-time applicants wishing to apply for a Cultural Arts Grant. Twenty-nine applications were received by the June 1, 2022 deadline. The Cultural Arts Grant Review Committee and CLI Board have recommended full or partial funding for all twenty-nine applicants.

The CLI Board of Directors approved the grant award recommendations at their June 29, 2022 meeting. These recommendations are now being presented to City Council for approval. The CLI Board of Directors is requesting City Council approve $356,708.00 in grant awards for the 2022 Cultural Arts Grant Program. All applicants recommended for grant awards are in good standing with the City of Lubbock and CLI.

### Fiscal Impact

None

### Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Cultural Arts Grant Program Review Committee
Civic Lubbock Inc., Board of Directors

**Attachments**

Resolution
CLI Board Letter
CAG Recommendations
CAG Detail Support
Funding History

**RESOLUTION**

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

**THAT** the City Council hereby approves the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. Board of Directors for the 2022 Cultural Arts Grant Program using Hotel Occupancy Tax funds allocated for FY 2020-2021.

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

_____
**TRAY PAYNE, MAYOR**

**ATTEST:**

_____
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

Brooke Witcher
_____
Brooke Witcher, Assistant City Manager

**APPROVED AS TO FORM:**

_____
Ryan Brooke, Assistant City Attorney

CIVIC LUBBOCK

arts • culture • entertainment

July 5, 2022

Lisa Thomason
Director
Lubbock Memorial Civic Center
1501 Mac Davis Ln
Lubbock, Texas 79401

Dear Ms. Thomason:

The Cultural Arts Grant Review Committee and the Civic Lubbock Board of Directors are presenting the grant award recommendations for the City of Lubbock's Cultural Arts Grant Program for 2022. All applicants recommended for grant awards are in good standing with the City of Lubbock and Civic Lubbock, Inc.

The total Hotel Occupancy Tax allocation provided for $442,867.10. From that allocation, the following amounts were deducted: 10% ($44,286.71) for the Public Art Program, ($40,000) for the 2022 Live Music Performance Grant Program for Hotels, and ($15,600) for the 2022 Live Music at the Airport project. After those deductions, $342,980.39 was available for the 2022 Cultural Arts Grant Program. In addition, interest of $282.49, declined/unused grant funds of $13,445.00 and carryover funds of $ .21 are available for the 2022 program, making the amount designated for the 2022 Cultural Arts Grant Program a total of $356,708.09. CLI elected to absorb any administrative expense in administering this program therefore the entire allocation of $356,708.09 is available for the 2022 Cultural Arts Grant Program.

The Cultural Arts Grant Review Committee is comprised of five members; three Civic Lubbock, Inc. Directors assigned by Civic Lubbock, Inc. and two members-at-large appointed by the City Council. They are as follows:

Kathy Horkey-Wolff, CLI Board of Directors/Chair of the Grant Review Committee
Idris Traylor, CLI Board of Directors
Stephanie Massengale, CLI Board of Directors
Melinda Green Harvey, Member-at-Large appointed by City Council
Christena Gonzales, Member-at-Large appointed by City Council

In reviewing requests and developing funding recommendations for each application, the Cultural Arts Grants Review Committee followed the approved 2022 Cultural Arts Grant Guidelines and Procedures. A Grant Workshop was held on May 2, 2022 for first time applicants wishing to apply for a Cultural Arts Grant. Included among the workshop presenters was a representative from Visit Lubbock (the Lubbock Convention and Visitors Bureau).

Accompanying this document are the grant award recommendations as approved by the CLI Board at their June 29, 2022 meeting. Twenty-nine applications were received and twenty-nine applications are recommended for full or partial funding. The total amount of funding requested for the 2022 grant cycle was $530,550.00 of which $356,708.00 is recommended for funding. The remaining $ .09 will be carried over to the 2023 Cultural Arts Grant Program.

The Civic Lubbock, Inc. Board of Directors requests that the City Council consider approval of the Cultural Arts Grant awards of $356,708.00 as approved by the Civic Lubbock, Inc Board.

Sincerely,

Grace Q. Gonzales
President
Civic Lubbock, Inc.

Attachments

**City of Lubbock/Civic Lubbock, Inc. Cultural Arts Grant Program**
**2022 Cultural Arts Grant Recommendations**
**July 26, 2022**

| Grant No. | Organization | Project | Requested | Recommended |
|---|---|---|---|---|
| 2206-001 | Fiestas del Llano, Inc. | Fiestas Patrias 2022 | $ 12,000 | $ 12,000 |
| 2206-002 | Lubbock Christain University Theatre | Lubbock Christian University Theatre presents *Little Women* | 14,850 | 11,000 |
| 2206-003 | University Interscholastic League - TTU | Texas Tech UIL Summer Theatre/Technical Camps | 12,000 | 12,000 |
| 2206-004 | University Interscholastic League - TTU | Texas Tech UIL Region 1 4A/5A One-Act Play Competition 2 | 10,000 | 10,000 |
| 2206-005 | University Interscholastic League - TTU | Texas Tech UIL One-Act Play Directors Workshop | 5,000 | 5,000 |
| 2206-006 | Lubbock Community Theatre, Inc. | Lubbock Community Theatre Main Season/STAGES Program | 30,000 | 23,000 |
| 2206-007 | Charles Adams Studio Project | Sights & Sounds @ CASP - First Friday Art Trail | 3,600 | 3,600 |
| 2206-008 | Underwood Center for the Arts | Firehouse Presents Series | 5,000 | 5,000 |
| 2206-009 | Underwood Center for the Arts | Flatland Film Festival | 12,000 | 9,600 |
| 2206-010 | Underwood Center for the Arts | First Friday Art Trail | 25,000 | 22,500 |
| 2206-011 | West Texas Watercolor Society | Karen Knutson's Charcoal Pour Mixed Media Workshop | 3,200 | 3,200 |
| 2206-012 | Lubbock Symphony Orchestra, Inc. | LSO 2022/2023 Masterworks, Pops and Family Concerts | 60,000 | 45,328 |
| 2206-013 | The Robert Burns Society of West Texas | Robert Burns Supper and Cultural Celebration | 6,400 | 4,800 |
| 2206-014 | Ballet Lubbock | Ballet Hispanico | 5,000 | 3,700 |
| 2206-015 | Ballet Lubbock | The Nutcracker 2022 | 10,000 | 10,000 |
| 2206-016 | Ballet Lubbock | *Click* | 7,500 | 5,300 |
| 2206-017 | Outside In Festival | Outside In Festival 2023 | 10,500 | 9,100 |
| 2206-018 | Flatlands Dance Theatre | Flatlands Dance Theatre's 14th Season | 10,000 | 7,500 |
| 2206-019 | Texas Tech Public Media | Sound on Tap Live Music Events | 15,000 | 8,000 |
| 2206-020 | Flatland Productions, Inc. | Caldwell Kids and Lubbock Youth Orchestras in Concert | 25,000 | 15,000 |
| 2206-021 | Broadway Festivals, Inc. | 2023 33rd Annual 4th on Broadway Celebration | 50,000 | 32,860 |
| 2206-022 | Lubbock Moonlight Musicals, Inc. | Moonlight Musicals 2022/2023 Season | 45,000 | 32,860 |
| 2206-023 | West Texas Watercolor Society | 2022/2023 West Texas Watercolor Society Shows | 3,000 | 3,000 |
| 2206-024 | Lubbock Arts Alliance, Inc. | 45th Annual Lubbock Arts Festival | 45,000 | 36,860 |
| 2206-025 | Lubbock Arts Alliance, Inc. | 2022/2023 Cultural District Marketing | 15,000 | 3,500 |
| 2206-026 | The Lubbock Chorale | 2022 Handel's "Messiah" Sing-along | 2,500 | 2,500 |
| 2206-027 | Office of International Affairs, TTU | 22nd High and Dry Photography Exhibit | 1,000 | 1,000 |
| 2206-028 | Each One Reach One | Families Against Gun Violence Gospel Concert 2023 | 78,000 | 9,500 |
| 2206-029 | Ballet Folklorico Aztlan de Lubbock | Viva Aztlan Festival 2023 | 9,000 | 9,000 |
| | | **TOTAL** | **$ 530,550** | **$ 356,708** |

**Funding for the 2022 Cultural Arts Grant Program**

| | |
|---|---|
| City of Lubbock Hotel Occupancy Tax allocation | $ 442,867.10 |
| Less 10% allocated for Public Art Acq/Maint per City/CLI A | $ (44,286.71) |
| Less funding for 2022 Live Music Performance Grant Progra | $ (40,000.00) |
| Less funding for the 2022 Live Music at the Airport project | $ (15,600.00) |
| Interest earned on 2017 funds not yet allocated as of 3/31/2022 | $ 3.47 |
| Interest earned on 2019 funds not yet allocated as of 3/31/2022 | $ 68.91 |
| Interest earned on 2021 funds not yet allocated as of 3/31/2022 | $ 210.11 |
| Cycle 1 2017 Grant Funds - Grantee did not use | $ 274.00 |
| 2021 Live Music Performance Grant Funds (Hotels) Not Used | $ 13,171.00 |
| Carry over from 2021 CAG funds | $ 0.21 |
| Total available for 2022 CAG Program | $ 356,708.09 |

**Cultural Arts Grant Review Committee**
**Grant Recommendations**
***2022 Granting Cycle***

**2206-001** **Fiestas del Llano, Inc.**
**Fiestas Patrias 2022**
Amount Requested: $ 12,000
Amount Recommended: $ 12,000

Fiestas del Llano requested $12,000 to assist with costs associated with Fiestas Patrias 2022 to be held September 11, 2022. The celebration will take place at Our Lady of Guadalupe Church and include the traditional Grito de Dolores ceremony as well as Mariachi music and a DJ. There will be food and game booths as well as various bands performing during the day. One of the goals of Fiestas Patrias is to bring awareness of the rich heritage and traditions music, dance and art of the Mexican-Mestizo culture.

Committee Comments:

- Project has good cultural and artistic components that include music and dance
- Application indicates a good plan to market the project that includes posting the event on the Visit Lubbock website, utilizing social media, television and radio spots, and sending press releases to newspapers in Midland/Odessa, Amarillo and Eastern New Mexico
- Application indicates a plan to track tourism
- Application indicates good corporate support
- Cultural Arts Grant funds recommended ($12,000) will be used towards the cost of Professional Services (Performers/Stage/Sound) and Promotion/Publicity

**2206-002** **Lubbock Christian University Theatre**
**Lubbock Christian University presents *Little Women***
Amount Requested: $ 14,850
Amount Recommended: $ 11,000

The Lubbock Christian University requested $14,850 to assist with costume rental and orchestra musician fees for the fall musical production of *Little Women* scheduled for October 7-9, 2022. The production will be held in conjunction with LCU's Parent/Family Weekend festivities. The production includes a cast and crew of over 30 and an orchestra of at least 14 professional musicians and current LCU student musicians.

Committee Comments:

- Project has strong artistic merit
- Project has a good arts education component; cast members are comprised of LCU students
- Application indicates a good marketing plan outside the region to include postings on travel websites and contacting newspapers in smaller cities in the region as well as in New Mexico; area theatre teachers and students will be invited to attend the production
- With the production being held in conjunction with LCU's Parent/Family weekend, there is a good potential to generate room nights
- Application indicates a good plan to track tourism
- Applicant plans to partner with a local hotel
- Cultural Arts Grant funds recommended ($11,000) will be used towards the cost of Professional Services (Orchestra Musicians) and/or Rentals (Costumes)

**2206-003** **University Interscholastic League – TTU**
**Texas Tech Summer Theatre/Technical Camps**
Amount Requested: $ 12,000
Amount Recommended: $ 12,000

The University Interscholastic League-TTU requested $12,000 to assist with costs associated with the UIL Summer Theatre/Technical Camps scheduled for July 6-16, 2023. The focus of the camps will be on techniques in theatre, technical theatre and film. The participants will produce six plays with the final performances being open to the public and an eight-minute film production. Students attending the camps learn all aspects of producing a play, including lighting, sets, costumes, publicity package design. During the Film Camp, students will learn how to write, direct, act in and edit the eight-minute film. Students from across Texas attend these camps.

Committee Comments:

- Project has strong artistic and educational merit
- Application indicates that the final performances by the students should bring in family members from around the state; good potential for tourism and overnight stays
- Application indicates that attendance for the 2021 camps increased two-fold over the 2019 camps; 2022 attendance is anticipated to be as strong as the 2021 camps
- Application indicates a good marketing plan to generate tourism/overnight stays; the camps will be marketed to one-act play theater directors around the state
- Cultural Arts Grant funds recommended ($12,000) will be used towards the cost of Professional Services (Camp Directors/Instructors) and Supplies/Materials (Costume/Set Materials)

**2206-004** **University Interscholastic League – TTU**
**Texas Tech UIL Region 1 4A and 5A One-Act Play Contest 2023**
Amount Requested: $ 10,000
Amount Recommended: $ 10,000

The University Interscholastic League-TTU requested $10,000 to assist with costs associated with hosting the UIL Region 1 4A and 5A One-Act Play Competitions to be held April 18-20, 2023. The competition targets student thespians from 500 Texas 4A and 5A school districts. UIL expects 1,000 visitors and 350 competitors to come to Lubbock for the competition. The Region 1 area encompasses areas ranging from the northern Panhandle, east to the DFW area, south to Lampasas, and west to El Paso.

Committee Comments:

- Project has strong artistic and educational merit
- Project has a strong history of generating room nights; application indicates a good plan for tracking tourism and room nights
- Application indicates a good marketing plan in place to promote the project to school districts across Texas
- Cultural Arts Grant funds recommended ($10,000) will be used towards the cost of Professional Services (Judges/Contest Manager/Stage Manager/Timers) and Facility Rental

**2206-005** **University Interscholastic League – TTU**
**UIL One-Act Play Director's Workshop**
Amount Requested: $ 5,000
Amount Recommended: $ 5,000

The University Interscholastic League requested $5,000 to assist with costs associated with the UIL One-Act Play Director's Workshop that will be held November 4-5, 2022. The workshop is designed for theatre educators. Training will be provided on such topics as selecting scripts, casting parts, designing sets/costumes and marketing/advertising.

Committee Comments:

- Project has strong artistic and educational merit
- Application indicates a good history of generating room nights
- Applicant plans to partner with a local hotel
- Application indicates a good marketing plan to promote the event to over 1,200 directors throughout Texas; direct mail will be sent to private schools in the region
- Cultural Arts Grant funds recommended ($5,000) will be used towards the cost of Professional Services (State Director/Presenters), Facility Rental and Supplies/Materials

**2206-006** **Lubbock Community Theatre, Inc.**
**LCT's Main Season and STAGES Program 2022/2023**
Amount Requested: $ 30,000
Amount Recommended: $ 23,000

The Lubbock Community Theatre (LCT) requested $30,000 to assist with marketing, production costs and artist fees associated with their 2022/2023 arts programming. Programming includes their Main Season, which will include six productions. The STAGES program, which is full education program with student led productions, will perform three plays and three musicals. Professional director Monroe Moore will be taking a break from his position as Musical Theatre Director for Disney Cruise Lines to help LCT with the iconic production of *Chicago*.

Committee Comments:

- Project has strong artistic and educational merit
- Application indicates strong corporate and foundation support
- Application indicates a sizeable growth in programming since moving into their new facility; attendance and tourism numbers are showing growth
- Applicant has a good plan in place to track tourism and room nights generated
- Cultural Arts Grant funds recommended ($23,000) will be used towards the cost of Professional Services (Directors/Set and Costume Design/Construction), Rentals (other than facilities) and/or Promotion/Publicity

**2206-007** **Charles Adams Studio Project**
**Sight & Sounds @ CASP – First Friday Art Trail**
Amount Requested: $ 3,600
Amount Recommended: $ 3,600

The Charles Adams Studio Project (CASP) requested $3,600 to assist with artist fees and marketing costs associated with visual and performing artists they provide at their venue as a primary participating organization in the monthly First Friday Art Trail.

Committee Comments:

- Project has strong artistic merit
- Application indicates that grant funds would assist in scheduling high quality programming, to include live artist demonstrations and performing artists
- Application indicates a good marketing plan for promoting the project outside the Lubbock area
- Cultural Arts Grant funds recommended ($3,600) will be used for Professional Services (Artist Fees) and Promotion/Publicity

**2206-008** **Louise Hopkins Underwood Center for the Arts**
**Firehouse Presents Series**
Amount Requested: $ 5,000
Amount Recommended: $ 5,000

The Louise Hopkins Underwood Center for the Arts (LHUCA) requested $5,000 to fund marketing, promotion, and musician fees for a new music series entitled "Firehouse Presents Series." The quarterly series will be presented in the Firehouse Theatre. The series will showcase emerging local bands, established regional bands and statewide touring bands. LHUCA plans to partner with the Texas Commission on the Arts to bring in one of the touring bands from the Texas Touring Roster in March of 2023. The emerging bands will be featured in the series through a Battle of the Bands competition.

Committee Comments:

- Project has strong artistic merit
- Application indicates a good marketing plan to target regional, statewide and neighboring states using a variety of media platforms
- Application indicates a good plan in place for tracking tourism
- Cultural Arts Grant funds recommended ($5,000) will be used towards the cost of Professional Services (Musician Fees) and Promotion/Publicity

**2206-009** **Louise Hopkins Underwood Center for the Arts**
**Flatland Film Festival**
Amount Requested: $12,000
Amount Recommended: $ 9,600

The Louise Hopkins Underwood Center for the Arts (LHUCA) requested $12,000 to fund marketing and professional stipends associated with the Flatland Film Festival, The Festival will be held September 29 through October 1, 2022 at LHUCA. The Festival will showcase Texas' dynamic filmmaking culture by spotlighting regional filmmakers and bringing a greater understanding of the filmmaking arts to the South Plains.

Committee Comments:

- Project has strong artistic merit
- Application indicates a good marketing plan for promoting the festival outside the region including neighboring states
- Application indicates good corporate sponsorship support
- Application indicates a good strategy for tracking tourism and room nights generated
- Cultural Arts Grant funds recommended ($9,600) will be used towards the cost for Professional Services (Screening Fees/Filmmakers Honoraria/Video Production/Graphic Designer) and Promotion/Publicity

**2206-010** **Louise Hopkins Underwood Center for the Arts**
**First Friday Art Trail**
Amount Requested: $ 25,000
Amount Recommended: $ 22,500

The Louise Hopkins Underwood Center for the Arts (LHUCA) requested $25,000 to assist in funding marketing, artist and musician fees, security, wayfinding, and trolley service for the First Friday Art Trail. The event will be held monthly from September 2022 through August of 2023 and is a free self-guided art trail through the Cultural District. Now in its 17th year, this event presents a family-friendly evening of arts education in visual art, music, and dance at over 20 different venues.

Committee Comments:

- Project has strong artistic merit
- Project creates great exposure for the participating venues and artists
- Application indicates a good plan for tracking tourism
- Application indicates a good marketing plan for advertising outside the region and will include, in conjunction with other media platforms, advertising in "Southwest Contemporary" and "Arts + Culture" magazines, which serve multiple states
- Application indicates strong corporate as well as state and local foundation grant support
- Cultural Arts Grant funds recommended ($22,500) will be used towards the cost of Professional Services (Artist/Musician Fees, Graphic Design, Security), Supplies/Materials (Wayfinding Flags) and/or Promotion/ Publicity

**2206-0011** **West Texas Watercolor Society**
**Karen Knutson's Charcoal Pour Mixed Media Workshop**
Amount Requested: $ 3,200
Amount Recommended: $ 3,200

The West Texas Watercolor Society requested $3,200 to assist with the costs associated with the presentation of a mixed media workshop featuring guest artist Karen Knutson from Minneapolis, MN. Ms. Knutson's workshops are designed to produce wonderful textures and color discoveries while emphasizing dynamic design. The workshop will be held September 19-21, 2022 at the Icehouse on the LHUCA campus.

Committee Comments:

- Project has strong artistic and educational merit
- Applicant has a good marketing plan in place; plans to promote the workshop through various online tourism websites and calendars, emails, and social media

- Application indicates other grant support which will provide workshop tuition and supplies for three art teachers
- Cultural Arts Grant funds recommended ($3,200) will be used towards the cost of Professional Services (Artist Fees)

**2206-012** **Lubbock Symphony Orchestra**
**2022/2023 Masterworks Season, Pops & Family Concerts**
Amount Requested: $ 60,000
Amount Recommended: $ 45,328

The Lubbock Symphony Orchestra requested $60,000 to assist with musician fees and guest artist fees associated with the presentation of the 2022/2023 Masterworks Season, Pops and Family Concerts. Performances will be held on various weekends beginning in September of 2022 and ending in May of 2023. In addition to the six regular Masterworks Concerts, the Symphony will be presenting its very popular Halloween-themed "Maestro Mash" Family Concert and two POPS Concerts. The first POPS Concert will be September 8, 2022 and feature the sounds of Texas Country Reporter's "A Texas Tribute" and the second POPS Concert will be "The Music of Queen" on May 6, 2023.

Committee Comments:
- Project has strong artistic merit
- Application indicates strong foundation and corporate support
- Application indicates a good marketing strategy to reach potential audiences outside our region
- Application indicates a good history of generating tourism and room nights
- Applicant plans to partner with a local hotel
- Cultural Arts Grant funds recommended ($45,328) will be used towards the cost of Professional Services (Musician Fees/Guest Artist Fees)

**2206-013** **The Robert Burns Society of West Texas**
**Robert Burns Supper and Heritage Celebration**
Amount Requested: $ 6,400
Amount Recommended: $ 4,800

The Robert Burns Society of West Texas requested $6,400 to assist with costs associated with the Robert Burns Supper and Heritage Celebration to be held on January 28, 2023 at the Texas Tech University International Cultural Center. This traditional celebration of Scottish heritage and culture focuses on the literary legacy of Robert Burns, Poet Laureate of Scotland, his songs and poems. Performances will be provided by Mari Black and her trio. Ms. Black is an international Fiddle Champion. She has performed at various Celtic Festivals around the world and at Carnegie Hall. Classically trained, she performs everything from Scottish and Irish traditional dance music to klezmer music of Eastern Europe to modern jazz riffs.

Committee Comments:
- Project has good artistic and cultural merit
- Applicant plans to partner with a local hotel
- Application indicates a good marketing plan for generating tourism outside the Lubbock area; applicant plans to reach out to Scottish Societies throughout Texas and surrounding regions

- Application indicates a good method for tracking out of town attendees and room nights generated using guest registers and zip code tracking through Select-a-Seat
- Cultural Arts Grant funds recommended ($4,800) will be used towards Professional Services (Performer Fees and Sound System), Promotion/Publicity and/or Postage

**2206-014** **Ballet Lubbock**
**Ballet Hispanico**
Amount Requested: $ 5,000
Amount Recommended: $ 3,700

Ballet Lubbock requested $5,000 to assist with presenting the world-renowned dance company, Ballet Hispanico, on October 22, 2022 at Buddy Holly Hall. Ballet Hispanico, based in Manhattan, New York, was founded in 1970 by Tina Ramirez, a Puerto Rican/Mexican-American dancer, choreographer and National Medial of Art recipient. In 2020, Ballet Hispanico was recognized by a consortium of funders led by the Ford Foundation as one of America's Cultural Treasures.

Committee Comments:
- Project has strong artistic merit
- Application indicates a good marketing plan to reach potential audiences in eastern New Mexico, Oklahoma as well as West Texas
- Application indicates a good plan for tracking tourism and room night generated
- Applicant plans to partner with a local hotel
- Cultural Arts Grant Funds recommended ($3,700) will be used towards to the cost of Promotion/Publicity

**2206-015** **Ballet Lubbock**
**The Nutcracker 2022**
Amount Requested: $ 10,000
Amount Recommended: $ 10,000

Ballet Lubbock requested $10,000 to assist with promotion and publicity of their annual production of *The Nutcracker* that will be performed December 7-11, 2022 at Buddy Holly Hall. The production will feature over 185 local dancers as well as 65 musicians in the live Nutcracker Symphony Orchestra. World-renowned guest artists will round out the cast and will serve as mentors and teachers to the students at the Ballet Lubbock School.

Committee Comments:
- Project has strong artistic merit
- Guest artists provide mentoring and educational opportunities for the younger local dancers
- Application indicates a strong marketing plan and includes online event calendars, social media sites and other media platforms
- Applicant plans to partner with a local hotel
- Application indicates good foundation and corporate support
- Applicant has a good plan in place to track tourism; application indicates growth in overall attendance as well as tourism numbers and room nights generated in 2021 over 2018 and 2019 numbers
- Cultural Arts Grant funds recommended ($10,000) will be used towards the cost of Promotion/Publicity

**2206-016** **Ballet Lubbock**
***Click***
Amount Requested: $ 7,500
Amount Recommended: $ 5,300

Ballet Lubbock requested $7,500 to assist with promotion and publicity associated with the presentation of their spring production of "Click" on April 15, 2023 at Buddy Holly Hall. Local musicians Amy and Scott Farris were commissioned to compose an original 90-minute ballet score that features a wide range of live musicians and music styles including classical, hip-hop, rock and electronic music creating a mixed-repertory program of vignettes.

Committee Comments:

- Project has strong artistic merit
- Application indicates a good marketing plan to include a variety of media platforms to reach potential audiences in eastern New Mexico, Oklahoma as well as West Texas
- Applicant plans to partner with a local hotel
- Application indicates other grant/foundation support as well as corporate support
- Cultural Arts Grant Funds recommended ($5,300) will be used towards to the cost of Promotion/Publicity

**2206-017** **Outside In Festival**
**Outside In Festival 2023**
Amount Requested: $ 10,500
Amount Recommended: $ 9,100

Outside In Festival requested $10,500 to assist with the costs associated with the 2023 Outside In Festival scheduled for April 21-22, 2023. The Festival will take place in the space adjacent to the CASP 5th & J Gallery. Local arts organizations such as Ballet Lubbock, the BurkTech Players and the Wallace Weekend Players will perform innovative work inside shipping containers alongside a line-up of nationally and internationally recognized artists.

Committee Comments:

- Project has strong artistic merit; unique presentation format
- Application indicates marketing will be primarily through social media; the guest artists, who come from New York, Chicago, Seattle and Amsterdam, will be promoting the event to their peers and colleagues
- Applicant plans to partner with a local hotel
- Cultural Arts Grant funds recommended ($9,100) will be used towards the cost of Professional Services (Artist Stipends), Rentals (Shipping Containers) and/or Promotion/Publicity

**2206-018** **Flatlands Dance Theatre**
**Flatland Dance Theatre's 14th Season**
Amount Requested: $ 10,000
Amount Recommended: $ 7,500

Flatlands Dance Theatre requested $10,000 to assist professional services associated with the Flatlands Dance Theatre's 14th Season. The season will include two productions, the first being "The Evolution of Gaya" performed at the Firehouse Theatre at LHUCA in November of 2022. The second production will

be “60 x 30”, a festival featuring one-minute original dance works choreographed by Flatland Dance Theatre and invited guests with each work judged by various panel members. This will take place in April of 2023 in the Firehouse Theatre at LHUCA. The live performances will be enhanced by cinematography and live music elements. A Young Dancers Workshop will also be held in June of 2023.

Committee Comments:

- Project has strong artistic and educational merit
- Application indicates a marketing plan utilizing social media and other media platforms, including television and online tourism calendars
- Application indicates a good plan for tracking out of town attendees through ticket sales sold through Select-a-Seat
- Application indicates strong corporate and foundation grant support
- Cultural Arts Grant funds recommended ($7,500) will be used towards Professional Services (Performer/Guest Artist Fees and Videographer)

**2206-019** **TTU Public Media**
**Sound on Tap Live Music Events**
Amount Requested: $ 15,000
Amount Recommended: $ 8,000

Texas Tech Public Media requested $15,000 to cover artist fees, facility rental and promotion/publicity for two live events that will be held in live music venues in Lubbock. The events will follow the format of the popular PBS series. Each live event will feature four artists and include interviews with the artists themselves as well as musical performances. The live events will be filmed and be broadcast on the Sound on Tap weekly television program that has the potential to reach not only the Lubbock area viewers but also others in Texas and across the nation that have access to Apple TV, Roku Box, PlayStation or Xbox.

Committee Comments:

- Project has strong artistic merit
- Applicant has not submitted an application in the past for this particular project
- There are several venues in Lubbock they are considering for the live music events; for example, LHUCA, Allen Theatre, Blue Light and others across Lubbock and on the TTU campus
- The broadcast reaches 25 states on 107 PBS stations and promotes what Lubbock has to offer musically
- Application indicates strong corporate support
- Application indicates a good marketing plan using a variety of media platforms to include social media, TV, radio and print.
- Applicant has a good plan in place for tracking tourism and room nights
- Cultural Arts Grant funds recommended ($ 8,000) are to be used towards the cost of Professional Services – Musician Fees ($6,000) and Promotion/Publicity ($2,000)

**2206-020** **Flatland Productions, Inc.**
**Caldwell Kids and Lubbock Youth Orchestras in Concert**
Amount Requested: $ 25,000
Amount Recommended: $ 15,000

Flatland Productions requested $20,000 to assist with costs associated with the presentation of "The Caldwell Kids and Lubbock Youth Orchestras in Concert" to be held on two dates between March 1 and June 1, 2023. The two-hour production will feature individual singers and ensembles from Caldwell Kids Entertainment and orchestral performances and instrumental accompaniment for the singers by the Lubbock Youth Orchestras. The students will have the opportunity to work with professional musicians who will comprise the core rhythm section for the concerts.

Committee Comments:

- Project has strong artistic and educational merit
- The committee liked the collaboration of the two groups and creating the opportunity for the students to perform together
- Applicant has a good plan for marketing using a variety of media platforms
- Applicant plans to work with Visit Lubbock to block rooms in a local hotel
- Applicant plans to use ticket sales data, on-site surveys and communication with hotels to track tourism
- Cultural Arts Grant funds recommended ($15,000) will be used towards the cost of Professional Services (Musicians and Technical Production Crew, Orchestral Arrangements) and/or Facility Rental

**2206-021** **Broadway Festivals, Inc.**
**2023 33rd Annual 4th on Broadway Celebration**
Amount Requested: $ 50,000
Amount Recommended: $ 32,860

Broadway Festivals requested $50,000 for the 33rd Annual 4th on Broadway Celebration to be held on July 2-4, 2023. The 2023 event will include La Raza on the Plaza and a Country Concert to kick off the celebration on July 2 and July 3 respectively. The activities in MacKenzie Park on July 4th will include 300 singers and musicians performing on six different stages, a massive kid's area, an evening concert and other family friendly activities.

Committee Comments:

- The music components of the project reflect strong artistic merit
- Application indicates strong tourism and room night numbers in past years.
- Applicant plans to block rooms at a local hotel with the assistance of Visit Lubbock
- Application indicates a good marketing plan to target local, regional and potential national attendees
- Application indicates strong in-kind and corporate support as well as other grant support
- Cultural Arts Grant Funds recommended ($32,860) will be used towards the cost of Professional Services (Music Production Contract and Musicians)

**2206-022** **Lubbock Moonlight Musicals, Inc.**
**Moonlight Musicals 2022/2023 Season**
Amount Requested: $ 45,000
Amount Recommended: $ 32,860

Lubbock Moonlight Musicals requested $45,000 to assist with cost of orchestra musician fees and performance rights for the presentation of its 2022/2023 Season. Productions at the Moonlight Musicals Amphitheatre will include *Into the Woods, Oklahoma* and *Hello Dolly*. In addition, the season will include the return of the Moonlight Madrigal Dinners in the Civic Center Banquet Hall in December of 2022. The Moonlight Academy outreach program dedicated to youth will present *MTI Broadway Junior Revue* and *You're a Good Man Charlie Brown*.

Committee Comments:

- Project has strong artistic and educational merit
- Application indicates strong corporate and foundation support
- Application indicates a good marketing plan in place to reach potential audiences outside the Lubbock area
- Application indicates a good plan for tracking tourism
- Cultural Arts Grant funds recommended ($32,860) will be used towards the cost of Professional Services (Orchestra Musicians) and/or Other Rentals (Performance Rights)

**2206-023** **West Texas Watercolor Society**
**2022/2023 West Texas Watercolor Society Shows**
Amount Requested: $ 3,000
Amount Recommended: $ 3,000

The West Texas Watercolor Society requested $3,000 to assist with costs associated with the presentation of its Fall, Winter and Spring Membership Shows. The Fall Show will be held September 1 through October 31, 2022 at the Broadway Contemporary Fine Art Gallery, the Winter Show will be held December 22, 2022 through February 23, 2023 at the Municipal Garden and Arts Center and the Spring Show will be held May 1 through May 31, 2023. All scheduled shows will be up during the First Friday Art Trail event during those months and exhibiting artists will be encouraged to attend the Art Trail to allow the public to interact with them and to view art demonstrations.

Committee Comments:

- Project has strong artistic merit
- Applicant has a good marketing plan in place; plans to promote the show through various online tourism websites and calendars
- Applicant has a good plan in place for tracking tourism and room nights generated
- Cultural Arts Grant funds recommended ($3,000) will be used towards the cost of Professional Services (Jurors/Café Call) and Other (Artist Awards)

**2206-024** **Lubbock Arts Alliance, Inc.**
**45th Annual Lubbock Arts Festival**
Amount Requested: $ 45,000
Amount Recommended: $ 38,860

The Lubbock Arts Alliance requested $45,000 to assist with Artists/Performer Fees and Promotion/Publicity expenses for the 45th Annual Lubbock Arts Festival to be held on April 15-16, 2023 at the Lubbock Memorial Civic Center. The theme of the 2023 Arts Festival will be "The Beat Goes On" and will include painted guitars, fiddles, mandolins, and brass instruments by artist Julie Borden of Millsboro, Delaware. Other highlights include a one-night only concert featuring all original members of the Maines Brothers Band; mixed media artwork of Carol Flueckiger (Featured Artist), and "Signed, Sealed, Delivered: Music, Memory & Memorabilia: A Traveling Exhibit of the Glen Sample Ely Music Memorabilia Collection. This 64-piece collection contains unique authenticated material related to famous bands and individuals, such as posters, flyers, ticket stubs, autographed photos, albums and other memorabilia. Other components of the Festival will include visual artists from around the nation, demonstrating artists, a Juried Gallery with merit awards, a Children's Art Area, Young Artist and Writers Competitions, and performance stages.

Committee Comments:

- Project has strong artistic merit
- Applicant continues to bring in innovative and unique exhibits to stimulate interest in the arts and the Festival each year
- Applicant plans to partner with a local hotel
- Application indicates a good plan to track tourism and room nights generated
- Application indicates strong corporate and other grant/foundation support
- Cultural Arts Grant funds recommended ($38,860) will be used towards the cost for Professional Services (Artists/Performers) and/or Promotion/Publicity

**2206-025** **Lubbock Arts Alliance**
**2022/2023 Cultural District Marketing**
Amount Requested: $15,000
Amount Recommended: $ 3,500

The Lubbock Arts Alliance requested $15,000 to assist with the marketing of Lubbock's Cultural District. The funds requested would be used for professional services, which will continue the robust online presence of the Cultural District through email, social media, and a dedicated website. In order for Lubbock to maintain the Cultural District Designation by the State, which allows local arts organizations to apply for state grants exclusively for projects located in the Cultural District, the Arts Alliance must continue to actively advertise and market the District and it activities.

Committee Comments:

- Project supports the arts, humanities and cultural tourism
- Project provides additional advertising for cultural events by selling a complete "package" of the arts in Lubbock to visitors and potential visitors
- Application indicates a good plan for marketing events in the Cultural District to potential audiences outside the Lubbock area
- The Committee suggested that the Art Alliance look at possibly restructuring the Cultural District Events Calendar section of the website whereby current events would be listed first on the

calendar as opposed to links to facilities with ongoing exhibits/events, call for entries and employment opportunities. They felt that visitors currently have scroll down quite a bit to get to the month's events taking place in the Cultural District.

- The Committee was pleased to see that the application includes plans to update and enhance the current Instagram account for the Lubbock Cultural District
- Cultural Arts Grant funds recommended ($3,500) will be used towards the cost of Professional Services

**2206-026** **The Lubbock Chorale**
2022 Handel's *Messiah* Sing-along
Amount Requested: $ 2,500
Amount Recommended: $ 2,500

The Lubbock Chorale requested $2,500 to assist with costs associated with the presentation of their Holiday Concert: Handel's *Messiah* in a sing-along format. The performance will be held in Hemmle Recital Hall at the Texas Tech University School of Music on December 11, 2022. Patrons will be invited to sing the choruses along with the Lubbock Chorale and orchestra.

Committee Comments:

- Project has strong artistic merit
- Application indicates a good marketing plan; includes utilizing social media platforms, online tourism calendars, and postcard mailings.
- Application indicates a good plan for tracking tourism through zip code data provided from Select-a-Seat
- Cultural Arts Grant funds recommended ($2,500) will be used towards the cost of Professional Services (Orchestra/Soloists/Accompanist/Graphic Designer) and Promotion/Publicity

**2206-027** **Office of International Affairs, TTU**
**22nd Annual High and Dry Photography Exhibit**
Amount Requested: $ 1,000
Amount Recommended: $ 1,000

The Office of International Affairs at Texas Tech University requested $1,000 to support the 22nd Annual High and Dry Photography Exhibit to be displayed in the galleries of the International Cultural Center from December 2022 to February 2023. Since 2000, the Office of International Affairs has curated this premiere juried photographic exhibition of people and places of the world's dry lands. Approximately 85 photographers, about 50% of which are from across Texas and the US, will submit over 350 photographs from which 70 images will be selected for the exhibition. Photographers may submit a maximum of five photographs for consideration. A nationally known photographer from outside the Lubbock area will be selected to serve as juror. Past images have been shot in regions as remote as Chile and Morocco and as near and familiar as Caprock Canyon.

Committee Comments:

- Project has strong artistic merit
- Having a nationally known juror from outside the Lubbock area creates the potential to generate more entries and even more high quality entries
- Applicant has a good marketing plan in place for outside the Lubbock area. A call for entries will be posted on photographic society websites throughout Texas and the surrounding states; direct

mail and emails will be sent to over 1,500 local, regional and national photographers; event calendar listings, social media and radio advertising will be used to promote the exhibit

- Applicant plans to include a link to the Visit Lubbock website for hotel information on promotional materials; out-of-town visitors participating in functions at the International Cultural Center will be able to view the High and Dry Exhibit
- Applicant has a good plan in place for tracking tourism and room nights generated
- Cultural Arts Grant funds recommended ($1,000) will be used towards the cost of Professional Services (Juror Honorarium), Supplies/Materials (Exhibit Signage), Promotion/Publicity, and Postage

**2206-028** **Each One Reach One**
**Families against Gun Violence Gospel Concert**
Amount Requested: $ 78,000
Amount Recommended: $ 9,500

Each One Reach One requested $78,000 to assist with artist fees associated with the Families against Gun Violence Gospel Concert that will be held on August 12, 2023 on an outdoor stage that will be located at Zenith and Colgate. Gospel artists scheduled to perform are Tim Rogers, Wes Morgan, Buddy Buchanan, Deborah Barnes-Moss, and Zarcardi Cortez.

Committee Comments:

- Based on the project's description in the application, the project has fair artistic merit
- The committee feels that the purpose of the project as described in the application needs to focus more on the artistic merit and artistic impact of the project as well as the potential for tourism. The current description in the application talks mainly about social issues. While social issues are important, the information about the proposed project needs to show, in more detail, how it fits within the definition the arts as defined by the State regarding the use of Hotel Occupancy Tax; perhaps include more information about the performers
- Applicant may want to consider researching other grant programs that focus more on social issues to assist with this project as well
- The committee was once again concerned about the drastic increase in proposed artist fees compared to the significantly lower fees actually paid to the same artists in prior years; the committee would suggest that, in future applications, the applicant review prior actual expenditures for artists fees when developing the funding request
- Applicant plans to block rooms at a local hotel
- The application indicates a good marketing plan to include newspaper advertising, PSA's, and various tourism websites; the committee would suggest more funds be budgeted for promotion and publicity
- Cultural Arts Grant funds recommended ($8,500) will be used towards the cost of Professional Services (Artist Fees)

**2206-029** **Lubbock Centro Aztlan/Ballet Folklorico Aztlan**
**Viva Aztlan Festival 2023**
Amount Requested: $ 9,000
Amount Recommended: $ 9,000

Lubbock Centro Aztlan requested $9,000 to produce the Viva Aztlan Festival that will be held March 10-11, 2023 at the Lubbock Memorial Civic Center. The Festival consists of Mexican folklore dance groups of all ages competing and participating in workshops taught by Masters of their field. Folklorico groups are invited from all over the nation to compete and display their artistry and traditions of Mexico through dance and music on a professional stage. Past festivals have attracted groups from cities such as Chicago, Denver, Pueblo, and El Paso.

Committee Comments:

- Project has strong cultural, artistic and educational merit
- Applicant has a good marketing plan for advertising outside the area; Visit Lubbock will be assisting by distributing event information to all of their contacts in other cities; websites and social media and websites that specifically cater to Folklorico and Mariachi groups will be utilized to promote the Festival
- Application indicates a good history of generating tourism and room nights; applicant has a good plan in place to track tourism and room nights generated
- Applicant plans to partner with a local hotel
- Cultural Arts Grant funds recommended ($9,000) will be used towards the cost of Professional Services (Folklorico Judges, Performer Fees, Stagehand Technicians, Marketing Designer) and Promotion/Publicity

**City of Lubbock, Texas**
**Civic Centers**
**Cultural Arts Grant Funding**
**2017 through 2021**

| Organization | Project | 2017 | 2018 | 2019 | 2020 * | 2021 | TOTAL |
|---|---|---|---|---|---|---|---|
| American Wind Power Center | Windmill Museum Visitor's Guide Book | 8,848 | | | | | 8,848 |
| Ballet Lubbock | The Nutcracker | 6,500 | 8,000 | 8,000 | | 6,695 | 29,195 |
| | Spring Performance | 7,500 | 7,125 | 7,350 | | 4,826 | 26,801 |
| | Touring Dance Company Performances | | | | | 3,450 | 3,450 |
| Broadway Festivals, Inc. | 4th on Broadway Celebration | 35,115 | 33,219 | 36,000 | | 28,000 | 132,334 |
| Charles Adams Studio Project | Printmaking/Metal Workshops | | 1,800 | | | | 1,800 |
| | Sight and Sounds First Friday Art Trail @ CASP | 3,600 | 4,600 | 4,000 | | | 12,200 |
| Cindy Hughlett Music Ministry | Concert | 7,500 | 5,800 | | | | 13,300 |
| Christ in the Arts of West Texas | Workshop and Performance | 1,450 | | | | | 1,450 |
| Each One Reach One | Gospel Concerts | 12,000 | 10,000 | 12,800 | | | 34,800 |
| East Lubbock Art House | Voices of East Lubbock | | | | | 1,308 | 1,308 |
| Fiestas del Llano, Inc. | Fiestas Patrias | 7,500 | 7,800 | 7,800 | | 8,560 | 31,660 |
| Flatlands Dance Theatre | Spring/Fall Performances | 3,100 | 3,100 | 6,550 | | 4,300 | 17,050 |
| Flatlands Prod/Cactus Kids Theatrical | Musical Production | 11,000 | 10,429 | 11,000 | | 11,990 | 44,419 |
| Friends of the Lubbock Public Library | 40th Anniversary with Author Jessica Fellowes | 4,500 | | | | | 4,500 |
| Los Hermanos Familia | West Texas Latino Art Show | 1,150 | | | | | 1,150 |
| Lubbock Arts Alliance | Take in the Local Color Studio Tour | 6,600 | 8,925 | 7,000 | | | 22,525 |
| | Lubbock Arts Festival | 39,500 | 37,385 | 41,000 | | 36,167 | 154,052 |
| | Lubbock Cultural District Marketing | 10,800 | 9,000 | 11,250 | | 7,700 | 38,750 |
| | Art on the Llano (Public Display of Art) | | 9,000 | 12,800 | | 8,650 | 30,450 |
| | The Maines Bros. Band - Live in Lubbock's CD | | 14,110 | | | | 14,110 |
| Lubbock Centro Aztlan | Viva Aztlan Festival | 6,681 | 6,000 | | | 7,770 | 20,451 |
| Lubbock Chorale | Chorale Concerts | 2,000 | 2,600 | 2,925 | | 2,103 | 9,628 |
| Lubbock Christian University | LCU/Wayland Baptist Combined Choir Concert | | 2,600 | | | | 2,600 |
| | LCU Theatre Fall Musical Productions | 6,000 | 7,700 | 7,700 | | 8,706 | 30,106 |
| Lubbock Community Theatre | Season Programming | 10,600 | 11,238 | 17,000 | | 19,600 | 58,438 |
| Lubbock-Con Ventures | Lubbock-Con | | | 9,590 | | | 9,590 |
| Lubbock Moonlight Musicals | Summer Season | 28,000 | 26,460 | | | 35,800 | 90,260 |
| | Moonlight Broadway | 32,500 | 30,000 | | | | 62,500 |
| | Full Season (Broadway/Summer Combined | | | 52,800 | | | 52,800 |
| Lubbock Symphony Orchestra | Masterworks Concert Series | 35,750 | 45,000 | 45,000 | | 38,608 | 164,358 |
| Medieval & Renaissance Studies, TTU | Symposium | 2,850 | | | | | 2,850 |
| National Cowboy Symposium & Cele | National Cowboy Symposium & Celebration | 16,900 | 19,000 | 16,750 | | | 52,650 |
| Outside In Festival | Outside In Festival | | | | | 7,850 | 7,850 |
| The Robert Burns Society of West TX | Annual Robert Burns Supper | | | 3,780 | | 3,537 | 7,317 |
| TTU College of Architecture | A Celebration of Architecture: Buddy Holly Hall | | 11,200 | | | | 11,200 |
| TTU Humanities | Animal/Language Interdisciplinary Conf | | 2,500 | | | | 2,500 |
| TTU Office of International Affairs | Annual Robert Burns Supper | 5,000 | 4,550 | | | | 9,550 |
| | High and Dry Photography Exhibit | | | 1,050 | | 1,000 | 2,050 |
| TTU Museum Association | Feed Sack Exhibit | | 6,400 | | | | 6,400 |

**City of Lubbock, Texas**
**Civic Centers**
**Cultural Arts Grant Funding**
**2017 through 2021**

| Organization | Project | 2017 | 2018 | 2019 | 2020 * | 2021 | TOTAL |
|---|---|---|---|---|---|---|---|
| TTU School of Art | Conference | | | 8,250 | | | 8,250 |
| TTU University Interscholastic League | One-Act Play Competition | 6,500 | 6,163 | 8,000 | | 7,402 | 28,065 |
| | One-Act Play Director's workshop | 3,575 | 3,575 | 3,550 | | 3,377 | 14,077 |
| | UIL Summer Theatre Camps | 8,500 | 8,100 | 10,000 | | 9,154 | 35,754 |
| TTU University Press | Lubbock Book Festival | 8,125 | | | | | 8,125 |
| Underwood Center for the Arts | First Friday Art Trail | 10,400 | 14,600 | 14,625 | | 19,417 | 59,042 |
| | Flatland Film Festival | 8,700 | 8,200 | 8,160 | | 9,120 | 34,180 |
| | WT Battle of the Bands | | 5,649 | 5,000 | | 2,178 | 12,827 |
| | Exhibition | 15,025 | | | | | 15,025 |
| West Texas Watercolor Society | Watercolor Shows (Fall, Winter and/or Spring) | 1,800 | 1,850 | 2,200 | | 2,200 | 8,050 |
| | Workshops | 2,000 | 1,300 | | | | 3,300 |
| | | $ 377,569 | $ 394,978 | $ 381,930 | | $ 299,468 | 1,453,945 |

* No grants awarded due to COVID

## Information

### Agenda Item

**Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Public Works Contract 16592, with West Texas Services, Inc. dba Tom's Tree Place, for construction services related to the 14th Street Plaza and the East Green Project.

### Item Summary

This contract is for General Contractor services and consultation during the construction phase of the project, as described in the construction documents. The project is located at 1214 14th Street and 1402 Avenue K, Lubbock, Lubbock County, Texas.

Proposals were received, opened and evaluated using the following criteria: Price (60 points), Contractor Qualifications (30 points) and Construction Time (10 points) for a total point value of 100 points. There were two evaluators, therefore a maximum total of 200 points and the following rank was obtained:

| Contractor | Location | Points |
|---|---|---|
| Tom's Tree Place | Lubbock, TX | 200.00 |

Pursuant to Texas Local Government Code, Section 2269.155 it requires the City first attempt to negotiate a contract with the highest-ranking offeror. The City and its architect or engineer may discuss with the selected offeror, options for a scope or time modification and any price change associated with the modification. If the City is unable to negotiate a satisfactory contract with the selected offeror, the governmental entity shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

After negotiations and discussion with the highest ranking offeror, Staff and Evaluation Committee recommends contract award to Tom's Tree Place of Lubbock, Texas for $944,500.00, with a construction duration of 210 days for final completion.

### Fiscal Impact

$950,000 is appropriated in Capital Improvement Project NO.'s 92715 & 92716, 14th Street Plaza & East Green Projects, with $944,500.00 available for this purpose.

### Staff/Board Recommending

Erik Rejino, Assistant City Manager
Wesley D. Everett, Director of Facilities

## Attachments

Resolution

Project Summary
Budget Detail

# RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 16592 for 14th Street Plaza & East Garden Project as per RFP 22-16592-MA, by and between the City of Lubbock and West Texas Services, Inc. DBA Tom Tree Place, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Public Works Contract 16592- West Texas Services DBA Tom Tree Place
July 12, 2022

**Purchasing and Contract Management**
**Project Summary**
**RFP 22-16592-MA 14th Street Plaza East Green Project**

Notice was published in the Lubbock Avalanche Journal on May 20 and May 27, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire-hub.com from May 20 until June 21, 2022.
35 vendors took documents from Bonfire-hub.com.
22 vendors were notified separately.
1 vendor submitted a proposal.

**City of Lubbock, TX**
**Capital Project**
**Project Cost Detail**
**July 26, 2022**

| | |
|---|---|
| Capital Project Numbers: | 92715 & 92716 |
| Capital Project Name: | 14th Street Plaza & East Green Project |

| | | |
|---|---|---|
| *Encumbered/Expended* | | |
| Design | | - |
| Bidding/Miscellaneous | | - |
| Construction | | - |
| Acquisition | | - |
| Installation | | - |
| | | |
| *Agenda Item July 26, 2022* | | |
| Tom's Tree Place Contract #16592 | | 944,500 |
| ***Encumbered/Expended To Date*** | | 944,500 |
| | | |
| *Estimated Costs for Remaining Appropriation* | | |
| Owner Contingency | | 5,500 |
| ***Remaining Appropriation*** | | 5,500 |
| **Total Appropriation** | $ | 950,000 |

## Information

### Agenda Item

**Resolution - City Manager:** Consider a resolution extending the initial Downtown Parking Task Force term, in order to provide the Task Force adequate time to complete the tasks assigned to it by the City Council.

### Item Summary

On May 5, 2022, the City Council created the Downtown Parking Task Force, appointed its nine members, and established its scope of review and duties. The Task Force was originally given a four-month term to complete the duties. Following a Kick-Off Meeting on June 15, 2022, and a subsequent meeting on July 7, 2022, the Task Force believes the four-month time frame does not give adequate time to review the Downtown Parking Master Plan and make recommendations.

The Task Force requests an extension of their term to March 31, 2023, by which time they will make recommendations to the Central Business District Tax Increment Financing District Advisory Board and the City Council.

### Fiscal Impact

None

### Staff/Board Recommending

W. Jarrett Atkinson, City Manager

## Attachments

Resolution

# RESOLUTION

**WHEREAS,** on April 13, 2021 through Resolution No. 2021-0136, the City Council of the City of Lubbock (the "City Council") approved a professional services agreement with WGI, Inc. (the "Consultant") of Houston, Texas to perform a comprehensive downtown parking study (the "Study");

**WHEREAS,** on April 26, 2022 through resolution No. 2022-R0215, the City Council created the Downtown Parking Task Force (the "Task Force") for the purpose of working with City staff to review the Study and make recommendations to the Central Business District Tax Increment Financing Reinvestment Zone Board (the "CBDTIF Board") and the City Council regarding a project implementation matrix to identify specific needs in downtown for each downtown zone and recommend the proper timing for addressing those needs; and

**WHEREAS,** the initial term of the nine-member Task Force was set at four (4) months from the date of the first Task Force meeting, unless otherwise extended by City Council; and

**WHEREAS,** the Task Force now requests additional time to complete its review and prepare its recommendations to the CBDTIF Board and City Council; and **NOW THEREFORE:**

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

**THAT**, the City Council agrees to extend the initial Task Force term in order to provide the Task Force adequate time to complete the tasks assigned to it by City Council; and

**THAT** the term of the Task Force is hereby extended to March 31, 2023 by which time the Task Force shall make its final recommendations as commissioned to the CBDTIF Board and City Council.

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

_____
**TRAY PAYNE, MAYOR**

**ATTEST:**

_____
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

W. Jarrett Atkinson, City Manager

**APPROVED AS TO FORM:**

Kelli Leisure, Assistant City Attorney

ccdocs/RES. Term Extension of the Downton Parking TF
7 8 22

AI# 10859
Regular City Council Meeting
07/26/2022:

6. 1.

## Information

### Agenda Item

**Public Hearing - Planning (District 1):** Consider a request for Zone Case 2341-D, a request of DLC Designs, LLC for Hi-Plains Buildings, for a zone change from Apartment-Medical District (AM) to General Retail District (C-3) at 1103, 1105, and 1107 North Hartford Avenue, located south of Clovis Road and west of North Hartford Avenue, Riceland Addition, Block 4, Lots 12, 13, and 14, and consider an ordinance.

### Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 7, 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 2341-D
Staff Report 2341-D
Documentation 2341-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. 2341-D; A ZONING CHANGE FROM AM TO C-3 ZONING DISTRICT AT 1103, 1105, AND 1107 NORTH HARTFORD AVENUE, LOCATED SOUTH OF CLOVIS ROAD AND WEST OF NORTH HARTFORD AVENUE, RICELAND ADDITION, BLOCK 4, LOTS 12, 13, AND 14, 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. 2341-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** to **C-3** zoning district at **1103, 1105, and 1107 North Hartford Avenue, located south of Clovis Road and west of North Hartford Avenue, Riceland Addition, Block 4, Lots 12, 13, and 14,** City of Lubbock, Lubbock County, Texas.

**SECTION 2. THAT** violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100

Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

**AND IT IS SO ORDERED.**

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

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

_____
**TRAY PAYNE, MAYOR**

**ATTEST:**

_____
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

Kristen Sager
Kristen Sager, Director of Planning

**APPROVED AS TO FORM:**

Kelli Leisure
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2341-D
July 7, 2022

Planning Department
City of Lubbock

| Staff Report | Zone Case 2341-D |
|---|---|
| City Council Meeting | July 26, 2022 |

**Applicant** DLC Designs, LLC

**Property Owner** Hi-Plains Building

**Council District** 1

**Recommendations**
- Staff recommends Approval of this request.

**Prior Board or Council Action**
- December 8, 1949, Ordinance No. 937: This property was annexed into the city limits.
- April 25, 1957, Zone Case 628, Ordinance No. 2179: This property was rezoned from Single Family District (R-1) to Multifamily District (R-3).
- October 6, 1987, Zone Case 2341-A: This property was denied a zone change to Light Manufacturing District (M-1).
- September 16, 2010, Zone Case 2341-C, Ordinance No. 2010-O0067: This property was rezoned from Multifamily District (R-3) to Apartment-Medical District (AM).
- July 7, 2022, Zone Case 2341-D: The Planning and Zoning Commission recommended approval of a zone change from Apartment-Medical District (AM) to General Retail District (C-3) by a vote of 7-0-0.

**Notification Summary**
- Notifications Sent: 18
- Received In Favor: 0
- Received In Opposition: 0

**Site Conditions and History**
Please note, Lots 15 and 16 are not owned by the applicant. The applicant has requested they be removed from the request and not considered as part of this zone change. The property was platted as Riceland Addition, Block 4, Lots 12, 13, and 14, on January 9, 1951 and has remained vacant.

**Adjacent Property Development**
This property is surrounded by commercial uses zoned Commercial District (C-4) to the north and east, a substation zoned General Retail District (C-3) to the west, and residences zoned Single-Family District (R-1) to the south.

**Zoning Request and Analysis**
*Item Summary*
The subject properties are located at 1103, 1105, 1107 North Hartford Avenue, south of Clovis Road and west of North Hartford. The applicant is requesting a zone change from Apartment-Medical District (AM) to General Retail District (C-3).

**Current zoning:** **Apartment-Medical District (AM)**

**Requested zoning:** **General Retail District (C-3).**

*Intent Statements*
The intent of the current AM zoning is "…to provide for quality medical and related development through proper

planning and design. The regulations are intended to produce an attractive environment which will ensure the compatibility between medical and other uses; encourage and protect future development; provide modern facilities for the public; provide proper accessory uses; and promote, stabilize, and enhance the city as a medical center. When proposed development in this district is adjacent to any residentially zoned property, the proposed development shall be designed to provide for maximum compatibility with the adjacent development. Architectural design, landscaping, screening, and parking areas shall be properly provided to ensure maximum protection of the adjacent uses."

The intent of the proposed C-3 zoning is "…to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered."

*Traffic Network/Infrastructure Impacts*
The property is located south of Clovis Road, which is designated as a Principal Arterial and along North Hartford Avenue, which is designated as a Local Street by the Master Thoroughfare Plan, 2018. Arterials are continuous routes whose function is to serve high volume needs of local and regional traffic. Local Streets provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

*Compatibility with Surrounding Property*
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

*Conformance with Comprehensive Plan Principles and Future Land Use Map*
The Future Land Use Map designates this area for Commercial Uses. The proposed zone change to C-3 is consistent with the Future Land Use Plan as well as the Comprehensive Plan Principles.

*Conformance with Zoning Ordinance*
The proposed zone change is in conformance with the zoning ordinance. The property is located south of a Principal Arterial and is adjacent to existing C-3 and C-4 zoning, which is an appropriate location for the request.

*Suitability of Property for Allowed Uses*
The property is suitable for commercial uses and should not require additional infrastructure improvements.

**Attachments**

A. Case Information
B. Thoroughfare Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documentation

**Staff Contacts**

Gregory Hernandez
Planner
Planning Department
806-775-3147
ghernandez@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

# Case Information: Zone Case 2341-D

**Allowable Uses:** General Retail District (C-3)

**Transportation:** The proposed development has point of access from N. Hartford Avenue.

| Thoroughfare | Existing | Per Thoroughfare Development Plan |
|---|---|---|
| North Hartford Avenue, *Local Street, Completed* | R.O.W. 50 feet, two-lane, undivided, paved | R.O.W. 50 feet, two-lane, undivided, paved |

**Engineering Comments:** No comments.

**Public Works Comments:** No comments.

**Building Safety Comments:** No comments.

**Fire Marshal Comments:** No comments.

**Draft Planning and Zoning Commission Minutes**

4.1 **District 1**

**Case 2341-D:** DLC Designs, LLC for Hi- Plains Buildings

Request for a zone change from Apartment-Medical District (AM) to General Retail District (C-3) at:

- 1103, 1105, and 1107 North Hartford Avenue and 3301 Clovis Road, located south of Clovis Road and west of North Hartford Avenue, Riceland Addition, Block 4, Lots 12, 13, 14, 15, and 16.

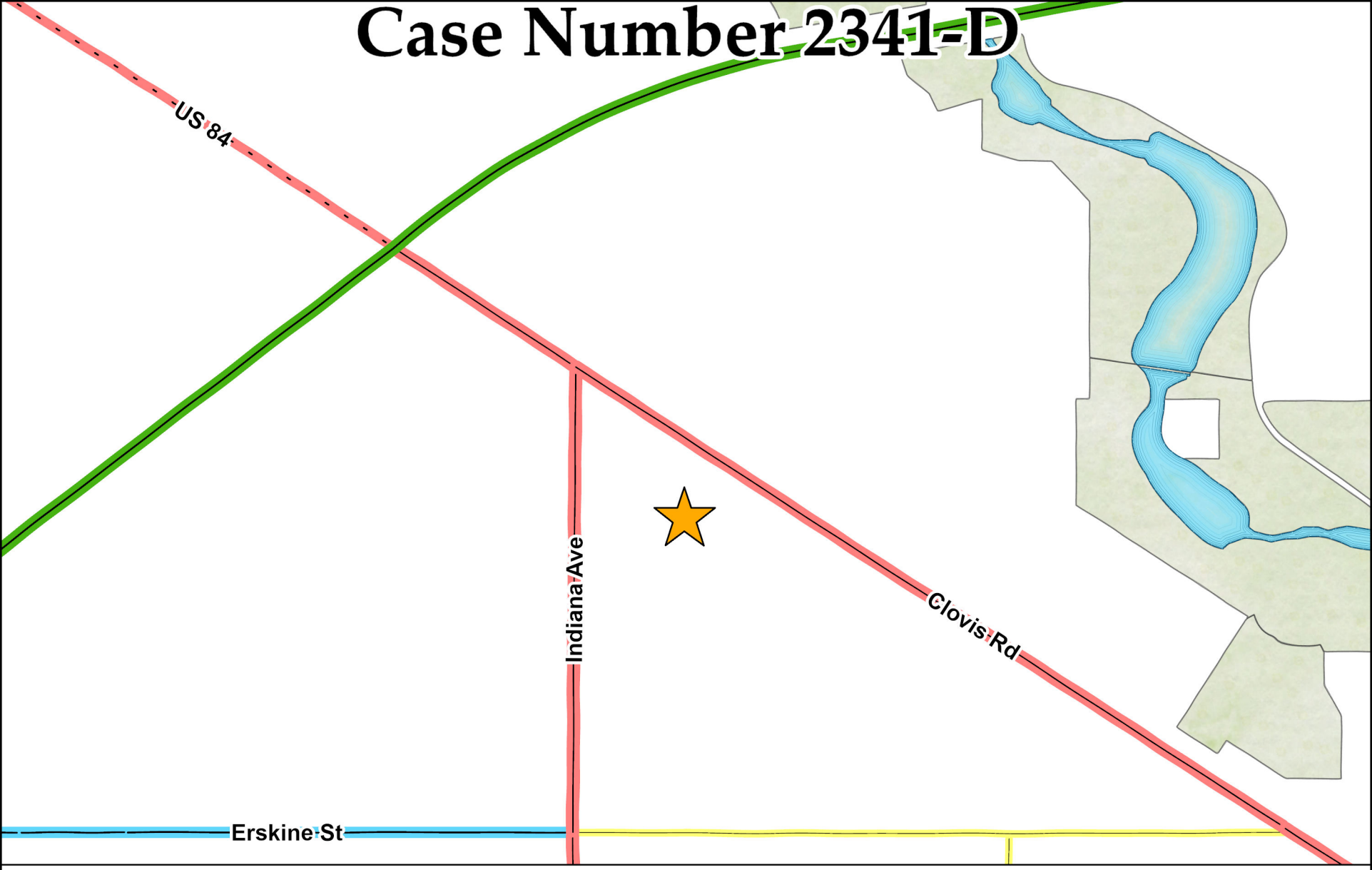
**PLANNER GREG HERNANDEZ** stated there were eighteen (18) notifications sent out and zero (0) returned. Staff stated that Lots 15 and 16 are to be removed from the zone change request, as the applicant does not own them. Staff shared the location of the property including pictures, and maps, and discussed the surrounding property. Staff recommends approval of the request.

**APPLICANT AMANDA KING** with DLC Designs, 1318 North King Avenue, stated this is a cleanup zone case for the owner of the property. Lots 15 and 16 were included in the request by mistake on her part.

No one spoke in opposition or favor of the request.

In the matter of **Zone Case 2341-D,** a motion was made by **TANNER NOBLE** 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 2341-D




| Collector | Minor Arterial | Modified Arterial | Principal Arterial | Freeway |
|---|---|---|---|---|
| Completed | Completed | Partial | Completed | Completed |
| Partial | Partial | Future | Partial | Partial |
| Future | Future | | Future | Proposed Outer Loop |

N
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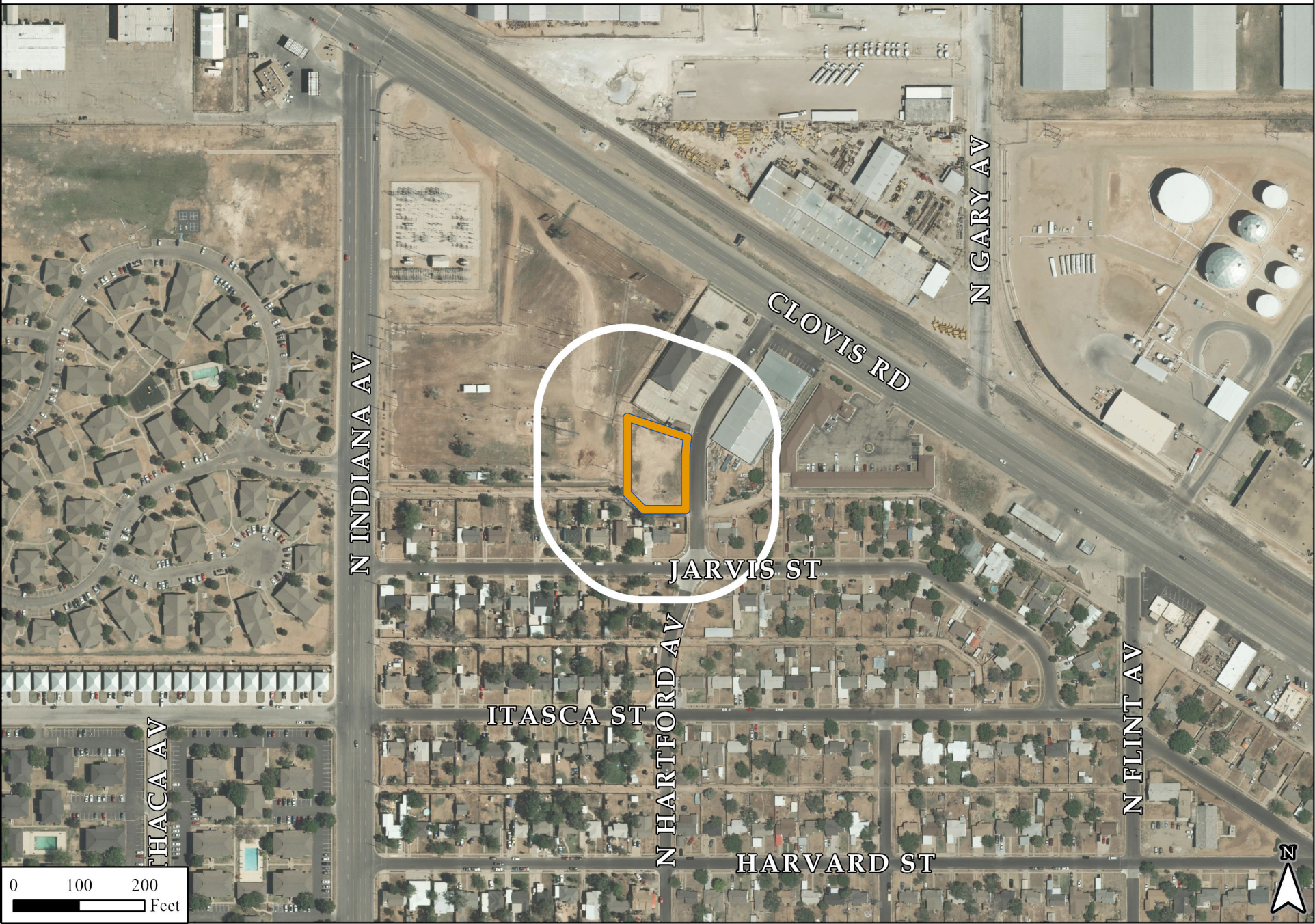
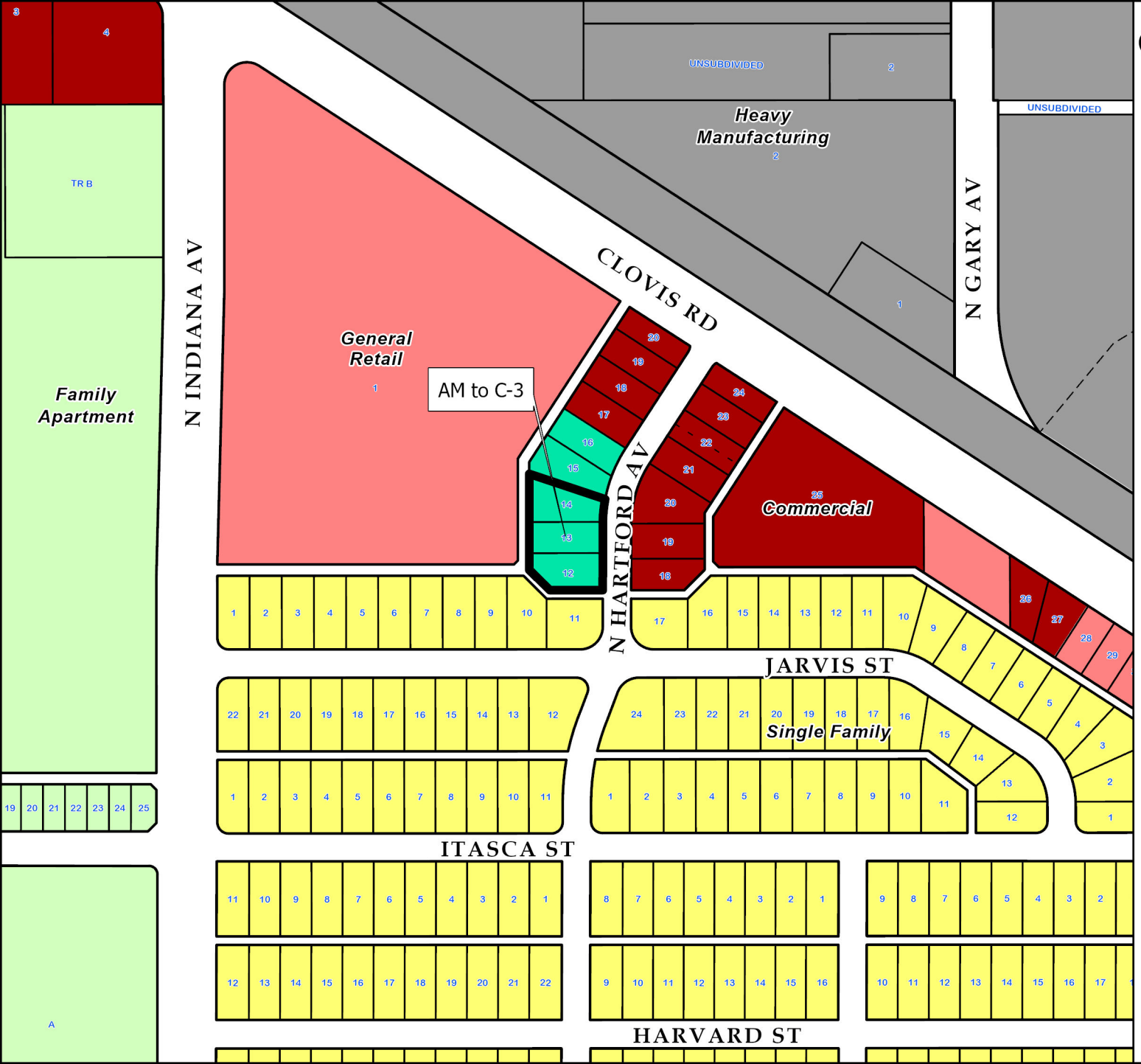
Date Exported: June 2022

# Case Number 2341-D






# Current Zoning
## 2341-D
### Zoning Districts

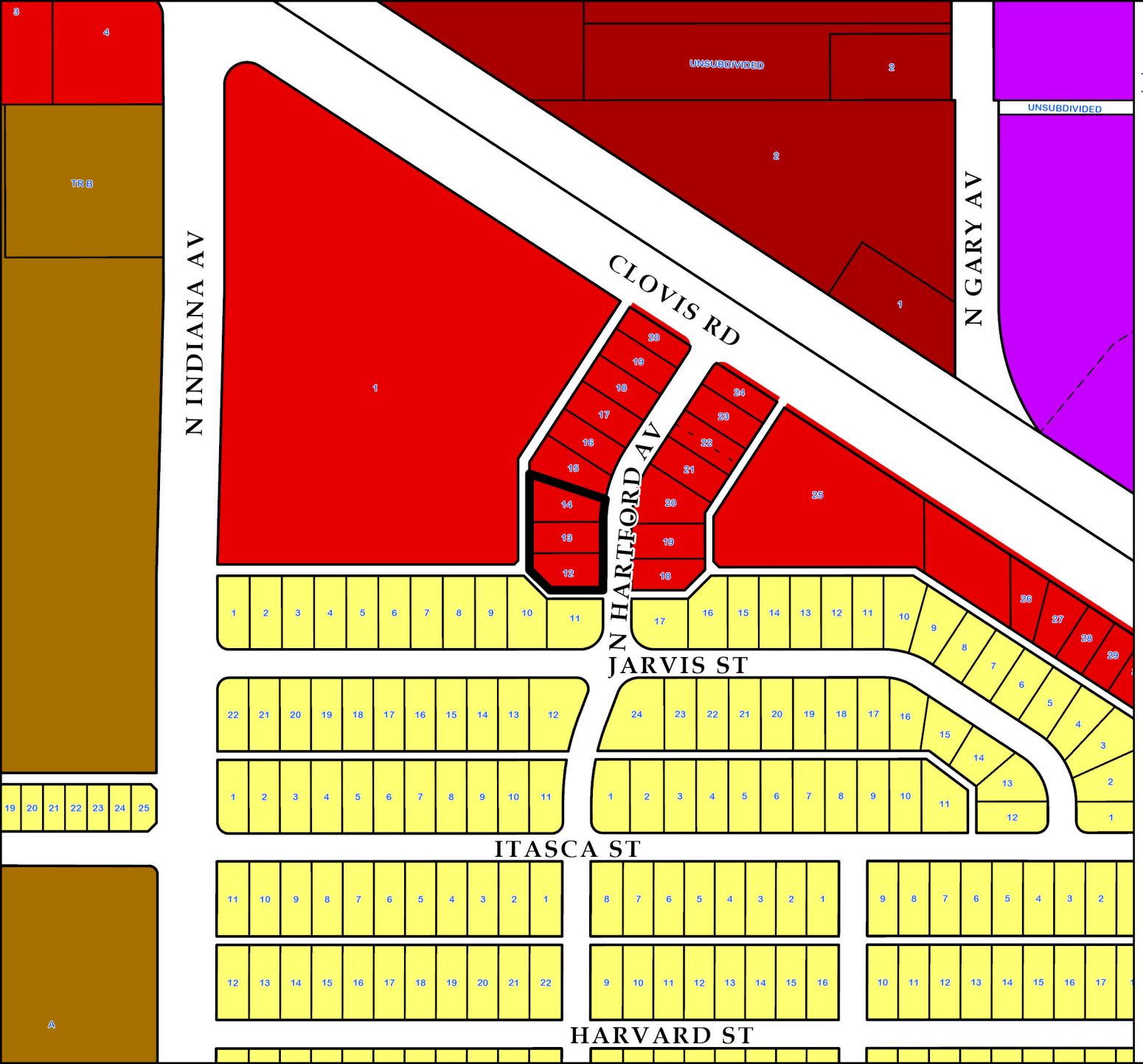
- Family Apartment
- Apartment-Medical
- General Retail
- Commercial
- Heavy Manufacturing
- Single Family

N

0 150 300 Feet

City of Lubbock TEXAS

Date Exported: July 2022




# Future Land Use Plan
## Case 2341-D

### Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 150 300
Feet

City of Lubbock TEXAS

Date Exported: July 2022

# 2341-D



Subject property. View to the west 1105 N Hartford Avenue.



View to the south.



View to the east.



View to the north.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

# APPLICATION FOR ZONING CHANGE

**Project Information**

Location or Address: 1103, 1105, & 1107 N Hartford

Lots/Tracts: Riceland Blk 4 lots 12, 13, & 14

Survey & Abstract:

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: 0.534 acres

Existing Land Use: Vacant Existing Zoning: Apartment Medical District

Requested Zoning: Change to C-3

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

**Representative/Agent Information (if different from owner)**

Firm Name: DLC Designs, LLC

Name: Amanda J King

Address: 1318 N King Ave City: Lubbock State: TX

ZIP Code: 79403 Telephone: 806-518-0207 Email: amanda.dlcdesigns@gmail.com

Applicant's Signature: Amanda J King

Date: 05/27/2022 Printed Name: Amanda J King

**Owner Information**

Firm Name: Hi-Plains Buildings

Owner: Leighton Crouch

Address: 3211 Clovis Rd City: Lubbock State: TX

ZIP Code: 79415 Telephone: 806-763-9915 Email:

Property Owner's Signature:

Date: 6/13/22 Printed Name: Leighton Crouch

**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.

AI# 10861
Regular City Council Meeting 6. 2.
07/26/2022:

## Information

### Agenda Item

**Public Hearing - Planning (District 2):** Consider a request for Zone Case 0343-A, a request of La Huerta Estate, LLC, for a zone change from Commercial District (C-4) to Family Apartment District (A-1), at 312 East 34th Street, located south of East 34th Street and east of Cedar Avenue, Berry Addition, Block 2, Lots 4-6, and consider an ordinance.

### Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 7, 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

Ordinanace 0343-A
Staff Report 0343-A
Documentation 0343-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. 0343-A; A ZONING CHANGE FROM C-4 TO A-1 ZONING DISTRICT AT 312 EAST 34TH STREET, LOCATED SOUTH OF EAST 34TH STREET AND EAST OF CEDAR AVENUE, BERRY ADDITION, BLOCK 2, LOTS 4-6, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.**

**WHEREAS,** the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

**WHEREAS,** the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

**WHEREAS,** the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

**WHEREAS,** all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

**ZONE CASE NO. 0343-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 **A-1** zoning district at **312 East 34th Street, located south of East 34th Street and east of Cedar Avenue, Berry Addition, Block 2, Lots 4-6,** City of Lubbock, Lubbock County, Texas.

**SECTION 2. THAT** violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

**AND IT IS SO ORDERED.**

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

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

_____
**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/ZC0343-A
July 7, 2022

Planning Department
City of Lubbock

| Staff Report | Zone Case 0343-A |
|---|---|
| City Council Meeting | July 26, 2022 |

**Applicant** La Huerta Estate LLC

**Property Owner** Emmanuel Gamboa

**Council District** 2

**Recommendations**

- Staff recommends Approval of the request.

**Prior Board or Council Action**

- December 26, 1949, Ordinance No. 0945: This property was annexed into city limits and zoned One Family District (A).
- April 24, 1952, Zone Case 0343, Ordinance No. 1205: This property was rezoned from District (A) to Central Business District (H).
- April 6, 1955, Ordinance No. 1695: The zoning was amended from District (H) to Commercial District (C-4).
- July 7, 2022, Zone Case 0343-A: The Planning and Zoning Commission recommended approval of a zone change from Commercial District (C-4) to Family Apartment District (A-1) 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 was platted as Berry Addition, Block 2, Lots 4-6 on January 14, 1946 and the existing structures were built in 1955.

**Adjacent Property Development**

This property is surrounded by commercial uses zoned Commercial District (C-4) to the east and west, residences zoned Two-Family District (R-2) to the south, and Pyco Industries zoned Light Manufacturing (M-1) and Heavy Manufacturing (M-2) to the north.

**Zoning Request and Analysis**

*Item Summary*

The subject property is located at 312 East 34th Street, south of East 34th Street and east of Cedar Avenue. The applicant is requesting a zone change from Commercial District (C-4) to Family Apartment District (A-1).

**Current zoning:** **Commercial District (C-4)**

**Requested zoning:** **Family Apartment District (A-1)**

*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 (A-1) zoning is "…to promote medium-density, multiple-occupancy development. The regulations are designed to promote family-oriented development which provides the occupants with the proper environmental quality, and compatibility with lower-density development. The purpose of this district is not to isolate multi-family units, but to encourage compatible residential land uses through effective planning and urban design. When adjacent to "RR," "R-1," "R-1A," or "R-2" zoned property, the proposed development in this district shall be so designed to provide for maximum compatibility with adjacent development. Architectural design, landscaping, screening, and parking areas shall be properly provided to ensure maximum protection of lower-density uses."

*Traffic Network/Infrastructure Impacts*
The property is located south of 34th Street which is designated as a minor arterial and east of Cedar Avenue which is designated as a local street. Arterials are continuous routs whose function is to serve high volume needs of local traffic and regional traffic. Local streets typically provide access to smaller, destination- oriented areas, such as neighborhoods, subdivisions or local business districts.

*Compatibility with Surrounding Property*
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

*Conformance with Comprehensive Plan Principles and Future Land Use Map*
The Future Land Use Map designates the subject property for Industrial uses. While the requested zone change is not consistent with this designation, it is appropriate in this location, adjacent to other residential uses and will buffer the residences to the south from 34th Street.

*Conformance with Zoning Ordinance*
The proposed zone change request is in conformance with the zoning ordinance. The purpose of the A-1 district is not to isolate multi-family units, but to encourage compatible residential land uses through effective planning and urban design.

*Suitability of Property for Allowed Uses*
The property is suitable for the proposed zoning and will not need additional public improvements.

**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 0343-A

**Allowable Uses:** Family Apartment District (A-1)

**Transportation:** The proposed development has a point of access from 34th Street

| Thoroughfare | Existing | Per Thoroughfare Development Plan |
|---|---|---|
| 34th Street, *Minor Arterial* | R.O.W. 100 feet, five-lane, undivided, paved | R.O.W. 100 feet, five-lane, undivided, paved |

**Engineering Comments:** No comments.

**Public Works Comments:** No comments.

**Building Safety Comments:** No comments.

**Fire Marshal Comments:** No comments.

**Draft Planning and Zoning Commission Minutes**

4.2 **District 2**

**Case 0343-A:** La Huerta Estate, LLC

Request for zone change from Commercial District (C-4) to Family Apartment District (A-1), at:

- 312 East 34th Street, located south of East 34th Street and east of Cedar Avenue, Berry Addition, Block 2, Lots 4-6.

**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 the request.

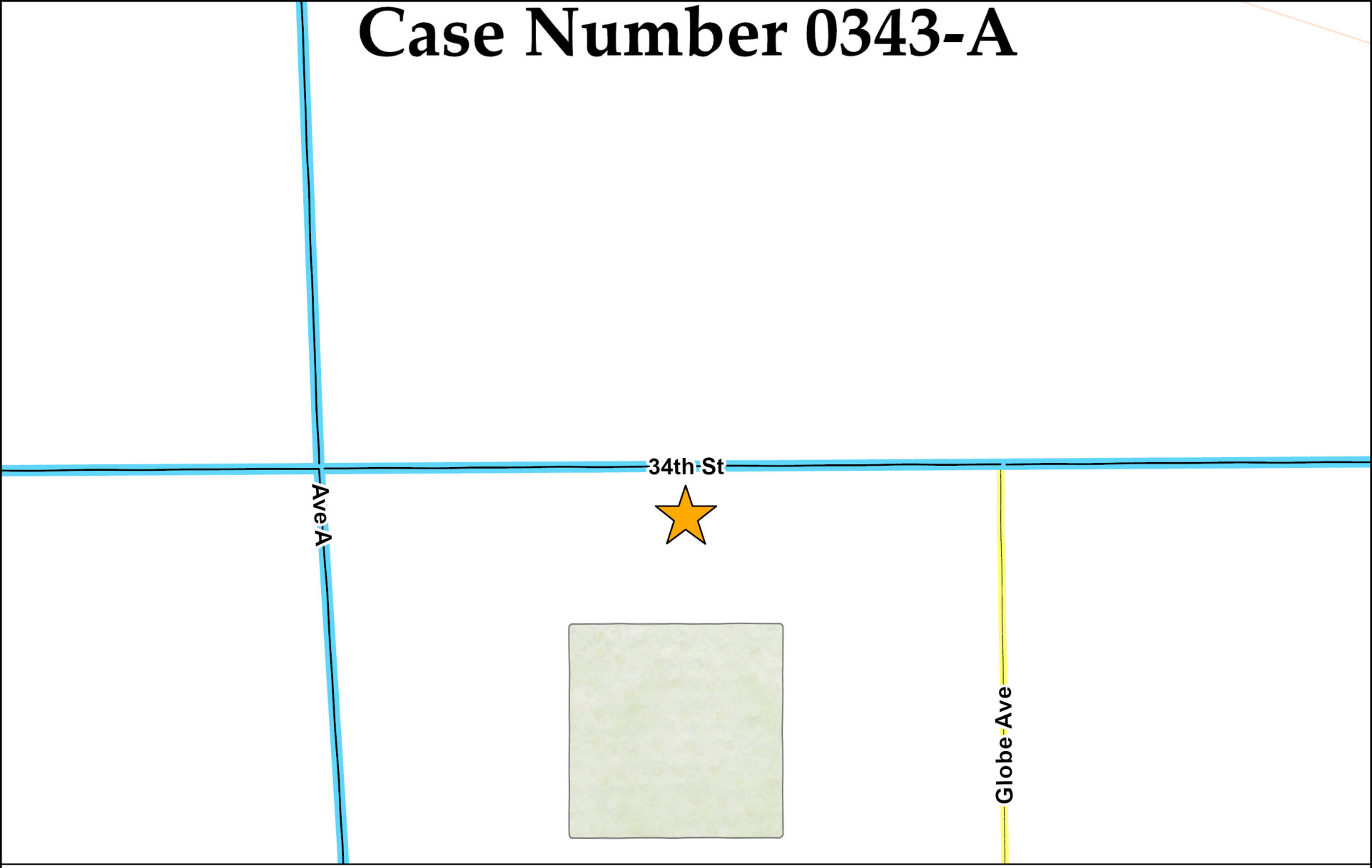
**CHAIR ZACH SAWYER** reiterated there is residential zoning to the south.

**APPLICANT NATALIE PEEBLES**, 1515 Texas Avenue Suite 220, advised she is the real estate agent and property manager for La Huerta. The owners want to renovate the property so it will be available as affordable housing.

No one spoke in opposition or favor of the request.

In the matter of **Zone Case 0343-A,** a motion was made by **JORDAN WHEATLEY** 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 0343-A




| Collector | Minor Arterial | Modified Arterial | Principal Arterial | Freeway |
|---|---|---|---|---|
| Completed | Completed | Partial | Completed | Completed |
| Partial | Partial | Future | Partial | Partial |
| Future | Future | | Future | Proposed Outer Loop |

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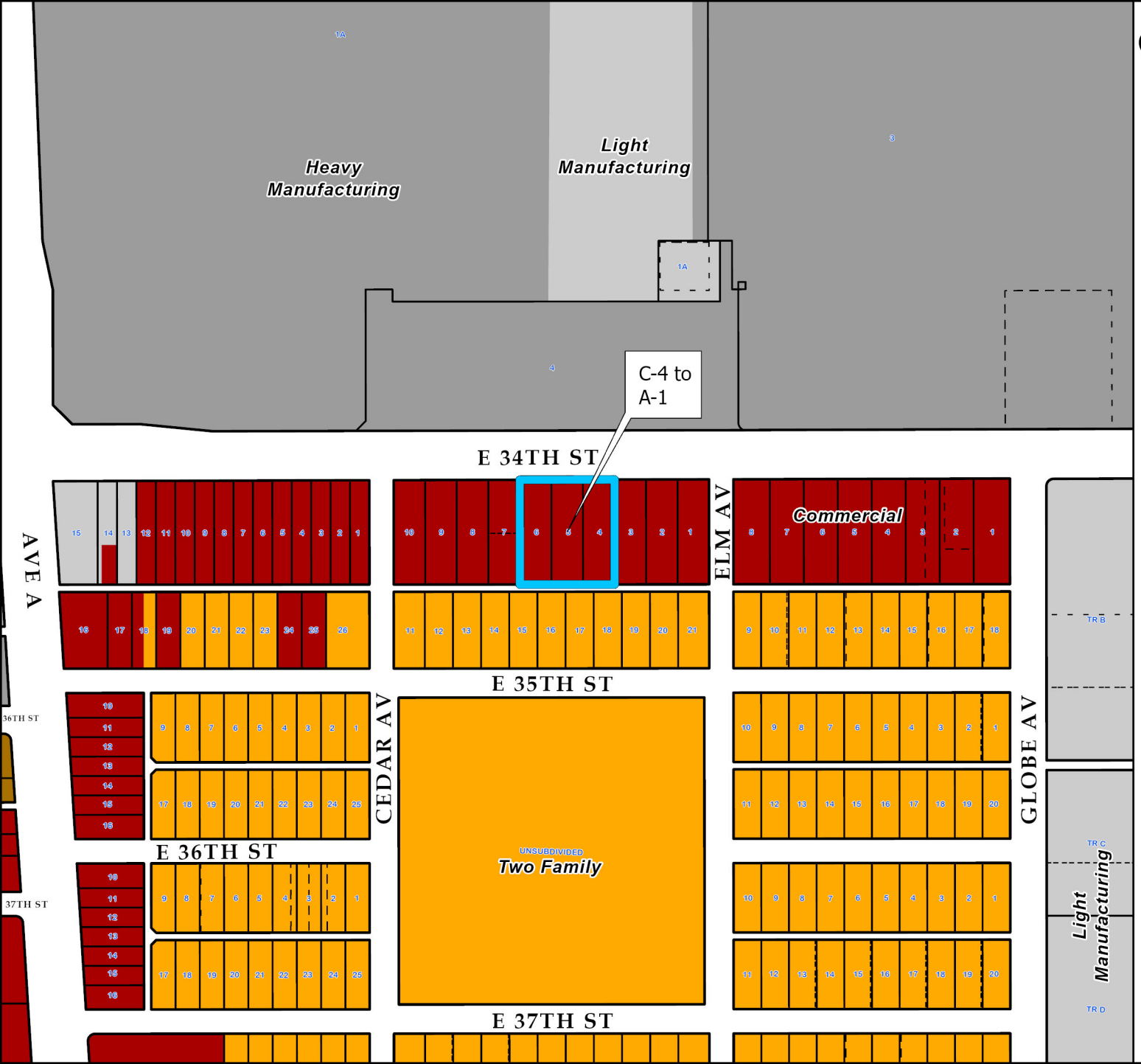
Date Exported: June 2022

# Case Number 0343-A






# Current Zoning

## 0343-A

### Zoning Districts

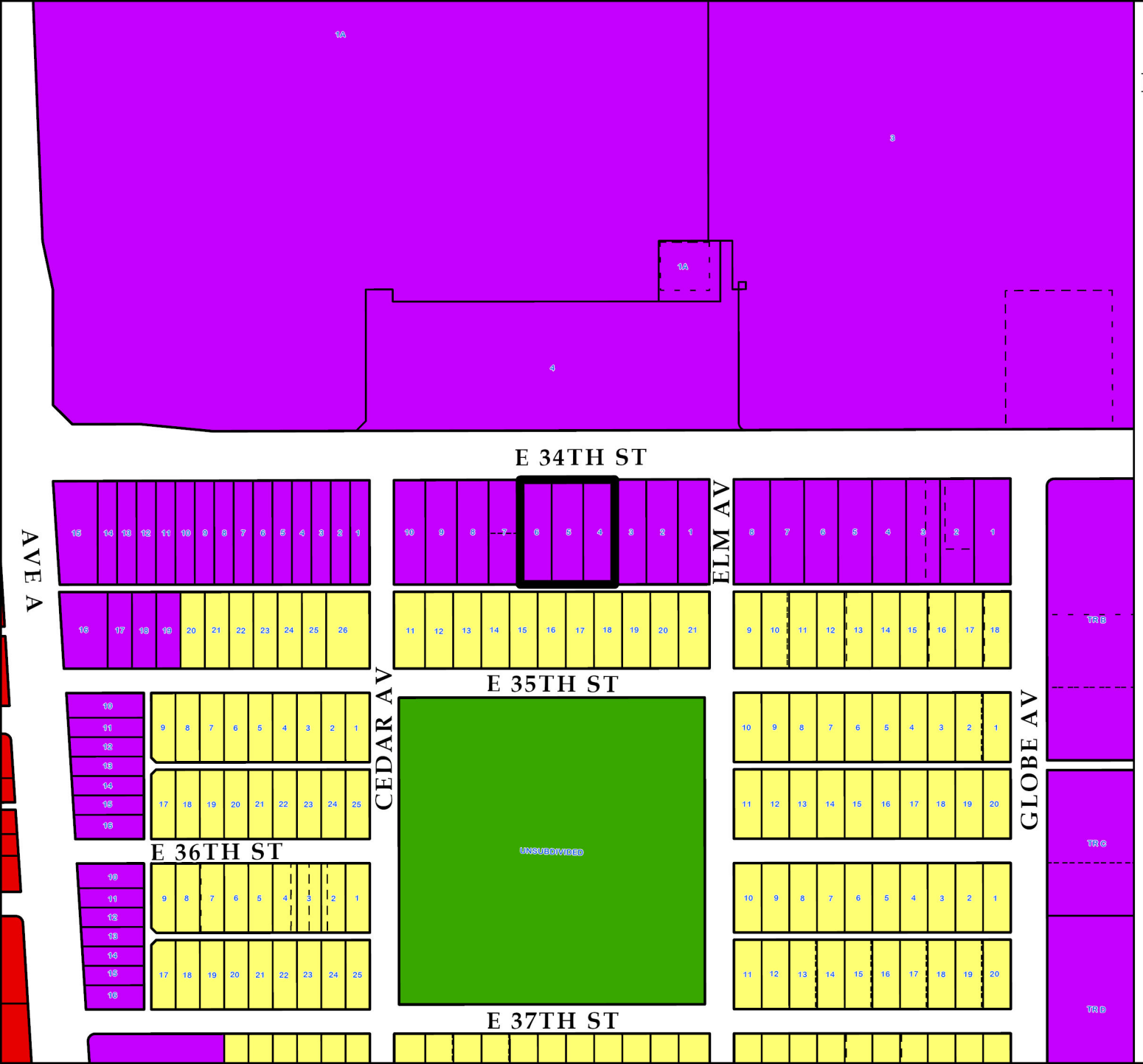
- Commercial
- Light Manufacturing
- Heavy Manufacturing
- Two Family
- Multi-Family

N

0 180 360 Feet

City of Lubbock TEXAS

Date Exported: June 2022




# Future Land Use Plan
# Case 0343-A

## Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 180 360 Feet

City of Lubbock TEXAS

Date Exported: June 2022



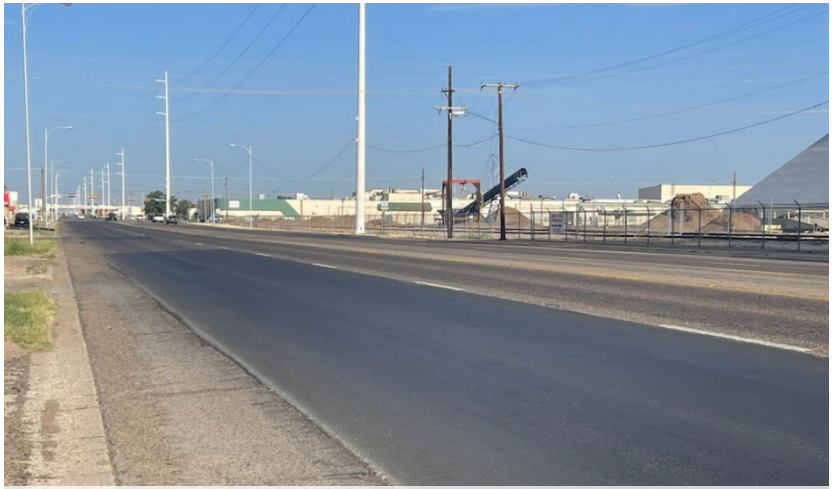
North View



East View




South View- Subject Property



West View

City of Lubbock TEXAS

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

# APPLICATION FOR ZONING CHANGE

## Project Information

Location or Address: 312 E 34th St Lubbock TX

Lots/Tracts: Berry BLK 2 L 4-6 0206 City of Lubbock

Survey & Abstract: R70294

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: 42,100 sqft

Existing Land Use: 8 Bungalow Homes 2 story building Existing Zoning: Commercial

Requested Zoning: Residental

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: La Huerta Estate LLC

Owner: Emmanuel Gamboa & Jorge Gamboa

Address: 6624 Atlantic Ave City: Bell State: CA

ZIP Code: 90201 Telephone: (323) 767-4482 Email: emmanuel1gamboa1@gmail.com

Property Owner's Signature:

Date: 05/23/2022 Printed Name: Emmanuel Gamboa

## Preparer Information

Preparer's Signature:

Date: 05/23/2022 Printed Name: Emmanuel Gamboa

## For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

AI# 10862
Regular City Council Meeting
07/26/2022:

6. 3.

## Information

### Agenda Item

**Public Hearing - Planning (District 2):** Consider a request for Zone Case 3466, a request of Hugo Reed and Associates, Inc. for Cotton Ridge Development, LLC, for a zone change from Transition District (T) to Reduced Setback Single-Family District (R-1A), Family Apartment District (A-1), Local Retail District (C-2) and Interstate Highway Commercial District (IHC), generally located south of 98th Street and west of U.S. Highway 87 on 140.3 acres of unplatted land out of Block E, Section 11, and consider an ordinance.

### Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 7, 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 3466
Staff Report 3466
Documentation 3466

**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. 3466; A ZONING CHANGE FROM T TO R-1A, A-1, C-2 AND IHC ZONING DISTRICT GENERALLY LOCATED SOUTH OF 98TH STREET AND WEST OF U.S. HIGHWAY 87 ON 140.3 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 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 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. 3466**

**SECTION 1. THAT** Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **R-1A, A-1, C-2 AND IHC** zoning district **generally located south of 98th Street and west of U.S. Highway 87 on 140.3 acres of unplatted land out of Block E, Section 11,** 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/ZC3466
July 7, 2022

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

LAND SURVEYORS
CIVIL ENGINEERS

**PROPOSED R-1A ZONING**
**75.6 ACRES**

METES AND BOUNDS DESCRIPTION of an approximate 75.6 acre tract of land located in Section 11, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the West line of Section 11, Block E, Lubbock County, Texas, and the East right-of-way line of Avenue "P" as described under County Clerk File Number (CCFN) 2015001238 of the Official Public Records of Lubbock County, Texas (OPRLCT), which bears S. 02°01'33" W. an approximate distance of 488.9 feet from the Northwest corner of said Section 11;

THENCE S. 88°10'56" E., along the East right-of-way line of said Avenue "P", an approximate distance of 45.0 feet to a point;

THENCE N. 04°53'15" E., continuing along the East right-of-way line of said Avenue "P", an approximate distance of 200.2 feet to a point;

THENCE N. 02°01'33" E., continuing along the East right-of-way line of said Avenue "P", an approximate distance of 204.0 feet to a point for the most Westerly Northwest corner of this tract;

THENCE N. 46°53'53" E., along the East right-of-way line of said Avenue "P", an approximate distance of 42.5 feet to a point in the South right-of-way line of 98th Street as described under CCFN 2017010248, OPRLCT, for the most Northerly Northwest corner of this tract;

THENCE S. 88°13'54" E., along the South right-of-way line of said 98th Street, an approximate distance of 270.9 feet to a point;

THENCE S. 01°46'06" W. an approximate distance of 300.0 feet to a point;

THENCE S. 88°13'54" E. an approximate distance of 146.0 feet to a point;

THENCE S. 01°46'06" W. an approximate distance of 203.2 feet to a point of curvature;

THENCE Southwesterly, along a curve to the right, said curve having a radius of 300.0 feet, a central angle of 23°28’08”, a chord distance of 89.8 feet and a chord bearing of S. 10°22’22” W. to a point of intersection;

THENCE S. 88°13'54" E. an approximate distance of 1087.9 feet to a point for the most Northerly Northeast corner of this tract;

THENCE S. 01°46'06" W. an approximate distance of 146.0 feet to a point;

THENCE S. 88°13'54" E. an approximate distance of 354.2 feet to a point for the most Easterly Northeast corner of this tract;

THENCE S. 01°46’06" W. an approximate distance of 1393.6 feet to a point of curvature;

THENCE Southeasterly, along a curve to the left, said curve having a radius of 326.0 feet, a central angle of 05°37’12", a chord distance of 76.5 feet and a chord bearing of S. 04°58’07” E. to a point of tangency;

THENCE S. 11°42’20" E. an approximate distance of 113.6 feet to a point of intersection;

THENCE Northeasterly, along a curve to the right, said curve having a radius of 1032.0 feet, a central angle of 05°37’12", a chord distance of 243.2 feet and a chord bearing of N. 85°03’44" E. to a point of tangency;

THENCE S. 88°10’11" E. an approximate distance of 168.8 feet to a point in the West right-of-way line of U.S. Highway 87 as described in Volume 1121, Page 106 of the Deed Records of Lubbock County, Texas;

THENCE S. 01°49'49" W., along the West right-of-way line of said U.S. Highway 87, an approximate distance of 292.0 feet to a point in the South line of the Northwest Quarter of said Section 11, for the Southeast corner of this tract;

THENCE N. 88°11'23" W., along the South line of the Northwest Quarter of said Section 11, an approximate distance of 2387.7 feet to a point in the West line of said Section 11, for the Southwest corner of this tract;

THENCE N. 02°01'33" E., along the West line of said Section 11, an approximate distance of 215.2 feet to a point;

THENCE S. 88°13'54" E. an approximate distance of 218.8 feet to a point of curvature;

THENCE Southeasterly, along a curve to the right, said curve having a radius of 1000.0 feet, a central angle of 06°52'11", a chord distance of 119.8 feet and a chord bearing of S. 84°47'48" E. to a point of tangency;

THENCE S. 81°21'43" E. an approximate distance of 160.9 feet to a point of curvature;

THENCE Southeasterly, along a curve to the left, said curve having a radius of 1000.0 feet, a central angle of 06°49'40", a chord distance of 119.1 feet and a chord bearing of S. 84°46'33" E. to a point of tangency;

THENCE S. 88°11'23" E. an approximate distance of 116.2 feet to a point;

THENCE N. 01°46'06" E. an approximate distance of 1082.5 feet to a point of intersection;

THENCE Northwesterly, along a curve to the right, said curve having a radius of 500.0 feet, a central angle of 13°14’54", a chord distance of 115.4 feet and a chord bearing of N. 71°23’13" W. to a point of tangency;

THENCE N. 64°45’46" W. an approximate distance of 298.9 feet to a point of curvature;

THENCE Northwesterly, along a curve to the left, said curve having a radius of 530.0 feet, a central angle of 23°28’08", a chord distance of 215.6 feet and a chord bearing of N. 76°29’50" W. to a point of tangency;

THENCE N. 88°13’54" W. an approximate distance of 132.0 feet to a point in the West line of said Section 11;

THENCE N. 02°01’33" E., along the West line of said Section 11, an approximate distance of 685.8 feet to the Point of Beginning.

**PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.**

Prepared for Cotton Ridge Development LLC
May 27, 2022

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

LAND SURVEYORS
CIVIL ENGINEERS

**PROPOSED A-1 ZONING**
**19.9 ACRES**

METES AND BOUNDS DESCRIPTION of an approximate 19.9 acre tract of land located in Section 11, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point which bears S. 02°01'33" W. an approximate distance of 1174.8 feet from the Northwest corner of said Section 11, Block E, Lubbock County, Texas, for the Northwest corner of this tract;

THENCE S. 88°13’54" E. an approximate distance of 132.0 feet to a point of curvature;

THENCE Southeasterly, along a curve to the right, said curve having a radius of 530.0 feet, a central angle of 23°28’08", a chord distance of 215.6 feet and a chord bearing of S. 76°29’50" E. to a point of tangency;

THENCE S. 64°45’46" E. an approximate distance of 298.9 feet to a point of curvature;

THENCE Southeasterly, along a curve to the left, said curve having a radius of 500.0 feet, a central angle of 13°14’54", a chord distance of 115.4 feet and a chord bearing of S. 71°23’13" E. to a point of intersection for the Northeast corner of this tract;

THENCE S. 01°46'06" W. an approximate distance of 1082.5 feet to a point for the Southeast corner of this tract;

THENCE N. 88°11'23" W. an approximate distance of 116.2 feet to a point of curvature;

THENCE Northwesterly, along a curve to the right, said curve having a radius of 1000.0 feet, a central angle of 06°49'40", a chord distance of 119.1 feet and a chord bearing of N. 84°46'33" W. to a point of tangency;

THENCE N. 81°21'43" W. an approximate distance of 160.9 feet to a point of curvature;

THENCE Northwesterly, along a curve to the left, said curve having a radius of 1000.0 feet, a central angle of 06°52'11", a chord distance of 119.8 feet and a chord bearing of N. 84°47'48" W. to a point of tangency;

THENCE N. 88°13'54" W. an approximate distance of 218.8 feet to a point in the West line of said Section 11, for the Southwest corner of this tract;

THENCE N. 02°01’33" E., along the West line of said Section 11, an approximate distance of 1245.2 feet to the Point of Beginning.

**PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.**

Prepared for Cotton Ridge Development LLC
May 27, 2022

LAND SURVEYORS
CIVIL ENGINEERS

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TEXAS LICENSED SURVEYING FIRM 100676-00

**PROPOSED A-1 ZONING**
**15.3 ACRES**

METES AND BOUNDS DESCRIPTION of an approximate 15.3 acre tract of land located in Section 11, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northwest corner of this tract, which bears S. 88°13'54" E. an approximate distance of 501.6 feet and S. 02°01'33" W. an approximate distance of 355.0 feet from the Northwest corner of Section 11, Block E, Lubbock County, Texas;

THENCE S. 88°13'54" E. an approximate distance of 1225.5 feet to a point for the most Northerly Northeast corner of this tract;

THENCE S. 01°46'06" W. an approximate distance of 292.0 feet to a point;

THENCE S. 88°13'54" E. an approximate distance of 354.6 feet to a point for the most Easterly Northeast corner of this tract;

THENCE S. 01°57'49" W. an approximate distance of 1552.0 feet to a point;

THENCE S. 09°27'42" E. an approximate distance of 153.4 feet to a point of intersection at the Southeast corner of this tract;

THENCE Southwesterly, along a curve to the left, said curve having a radius of 1032.0 feet, a central angle of 07°54'57", a chord distance of 142.5 feet and a chord bearing of S. 82°15'08" W. to a point of intersection;

THENCE N. 11°42'20" W. an approximate distance of 113.6 feet to a point of curvature;

THENCE Northwesterly, along a curve to the right, said curve having a radius of 326.0 feet, a central angle of 13°28'26", a chord distance of 76.5 feet and a chord bearing of N. 04°58'07" W. to a point of tangency;

THENCE N. 01°46'06" E. an approximate distance of 1393.6 feet to a point;

THENCE N. 88°13'54" W. an approximate distance of 354.2 feet to a point;

THENCE N. 01°46'06" E. an approximate distance of 146.0 feet to a point;

THENCE N. 88°13'54" W. an approximate distance of 1087.9 feet to a point of intersection;

THENCE Northeasterly, along a curve to the left, said curve having a radius of 300.0 feet, a central angle of 06°49'40", a chord distance of 89.8 feet and a chord bearing of N. 10°22'22" E. to a point of tangency;

THENCE N. 01°46'06" E. an approximate distance of 203.2 feet to the Point of Beginning.

**PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.**

Prepared for Cotton Ridge Development LLC
May 27, 2022

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**PROPOSED C-2 ZONING**
**1.0 ACRES**

METES AND BOUNDS DESCRIPTION of an approximate 1.0 acre tract of land located in Section 11, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South right-of-way line of 98th Street, as described under County Clerk File Number 2017010248 of the Official Public Records of Lubbock County, Texas, which bears S. 88°13’54” E. an approximate distance of 501.6 feet and S. 01°46’06" W. an approximate distance of 55.0 feet from the Northwest corner of Section 11, Block E, Lubbock County, Texas, for the Northeast corner of this tract;

THENCE S. 01°46'06" W. an approximate distance of 300.0 feet to a point for the Southeast corner of this tract;

THENCE N. 88°13’54" W. an approximate distance of 146.0 feet to a point for the Southwest corner of this tract;

THENCE N. 01°46'06" E. an approximate distance of 300.0 feet to a point for the Northwest corner of this tract;

THENCE S. 88°13’54" E., along the South right-of-way line of said 98th Street, an approximate distance of 146.0 feet to the Point of Beginning.

**PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.**

Prepared for Cotton Ridge Development LLC
June 2, 2022

LAND SURVEYORS
CIVIL ENGINEERS

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

**PROPOSED C-2 ZONING**
**3.6 ACRES**

METES AND BOUNDS DESCRIPTION of an approximate 3.6 acre tract of land located in Section 11, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South right-of-way line of 98th Street, as described under County Clerk File Number 2017010248 of the Official Public Records of Lubbock County, Texas, which bears S. 88°13’54” E. an approximate distance of 1205.6 feet and S. 01°46’06" W. an approximate distance of 55.0 feet from the Northwest corner of Section 11, Block E, Lubbock County, Texas, for the Northwest corner of this tract;

THENCE S. 88°13’54" E., along the South right-of-way line of said 98th Street, an approximate distance of 521.5 feet to a point for the Northeast corner of this tract;

THENCE S. 01°46'06" W. an approximate distance of 300.0 feet to a point for the Southeast corner of this tract;

THENCE N. 88°13’54" W. an approximate distance of 521.5 feet to a point for the Southwest corner of this tract;

THENCE N. 01°46'06" E. an approximate distance of 300.0 feet to the Point of Beginning.

**PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.**

Prepared for Cotton Ridge Development LLC
June 2, 2022

LAND SURVEYORS
CIVIL ENGINEERS

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

**PROPOSED C-2 ZONING**
**4.8 ACRES**

METES AND BOUNDS DESCRIPTION of an approximate 4.8 acre tract of land located in Section 11, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South right-of-way line of 98th Street, as described under County Clerk File Number 2017010248 of the Official Public Records of Lubbock County, Texas, which bears S. 88°13’54” E. an approximate distance of 1205.6 feet and S. 01°46’06" W. an approximate distance of 55.0 feet from the Northwest corner of Section 11, Block E, Lubbock County, Texas, for the Northeast corner of this tract;

THENCE S. 01°46'06" W. an approximate distance of 300.0 feet to a point for the Southeast corner of this tract;

THENCE N. 88°13’54" W. an approximate distance of 704.0 feet to a point for the Southwest corner of this tract;

THENCE N. 01°46'06" E. an approximate distance of 300.0 feet to a point in the South right-of-way line of said 98th Street, for the Northwest corner of this tract;

THENCE S. 88°13’54" E., along the South right-of-way line of said 98th Street, an approximate distance of 704.0 feet to the Point of Beginning.

**PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.**

Prepared for Cotton Ridge Development LLC
May 27, 2022

LAND SURVEYORS
CIVIL ENGINEERS

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

**PROPOSED IHC ZONING**
**4.6 ACRES**

METES AND BOUNDS DESCRIPTION of an approximate 4.6 acre tract of land located in Section 11, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point which bears S. 88°13'54" E. an approximate distance of 2078.2 feet and S. 01°46'06" W. an approximate distance of 1668.0 feet from the Northwest corner of Section 11, Block E, Lubbock County, Texas, for the Northwest corner of this tract;

THENCE S. 88°13'54" E. an approximate distance of 300.0 feet to a point in the West right-of-way line of U.S. Highway 87 as described in Volume 1121, Page 106 of the Deed Records of Lubbock County, Texas, for the Northeast corner of this tract;

THENCE S. 01°57'49" W., along the West right-of-way line of said U.S. Highway 87, an approximate distance of 576.1 feet to a point;

THENCE S. 01°49'49" W., continuing along the West right-of-way line of said U.S. Highway 87, an approximate distance of 100.7 feet to a point for the Southeast corner of this tract;

THENCE N. 88°10'11" W. an approximate distance of 168.8 feet to a point of curvature;

THENCE Southwesterly, along a curve to the left, said curve having a radius of 1032.0 feet, a central angle of 05°37'12", a chord distance of 101.2 feet and a chord bearing of S. 89°01'13" W. to a point of intersection for the Southwest corner of this tract;

THENCE N. 09°27'42" W. an approximate distance of 153.4 feet to a point;

THENCE N. 01°57'49" E. an approximate distance of 531.0 feet to the Point of Beginning.

**PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.**

Prepared for Cotton Ridge Development LLC
May 27, 2022

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
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**PROPOSED IHC ZONING**
**7.0 ACRES**

METES AND BOUNDS DESCRIPTION of an approximate 7.0 acre tract of land located in Section 11, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point which bears S. 88°13’54” E. an approximate distance of 2081.7 feet and S. 01°46’06" W. an approximate distance of 647.0 feet from the Northwest corner of Section 11, Block E, Lubbock County, Texas, for the Northwest corner of this tract;

THENCE S. 88°13’54" E. an approximate distance of 286.6 feet to a point in the West right-of-way line of U.S. Highway 87 as described in Volume 1121, Page 106 of the Deed Records of Lubbock County, Texas, for the Northeast corner of this tract;

THENCE S. 01°37’11" E., along the West right-of-way line of said U.S. Highway 87, an approximate distance of 214.2 feet to a point;

THENCE S. 01°57’49" W., continuing along the West right-of-way line of said U.S. Highway 87, an approximate distance of 807.2 feet to a point for the Southeast corner of this tract;

THENCE N. 88°13’54" W. an approximate distance of 300.0 feet to a point for the Southwest corner of this tract;

THENCE N. 01°57’49" E. an approximate distance of 1021.0 feet to the Point of Beginning.

**PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.**

Prepared for Cotton Ridge Development LLC
May 27, 2022

LAND SURVEYORS
CIVIL ENGINEERS

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

**PROPOSED IHC ZONING**
**8.4 ACRES**

METES AND BOUNDS DESCRIPTION of an approximate 8.4 acre tract of land located in Section 11, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South right-of-way line of 98th Street, as described under County Clerk File Number 2017010248 of the Official Public Records of Lubbock County, Texas, which bears S. 88°13'54" E. an approximate distance of 1727.2 feet and S. 01°46'06" W. an approximate distance of 55.0 feet from the Northwest corner of Section 11, Block E, Lubbock County, Texas, for the Northwest corner of this tract;

THENCE S. 88°13'54" E., along the South right-of-way line of said 98th Street, an approximate distance of 426.5 feet to a point in the West right-of-way line of U.S. Highway 87 as described in Volume 1121, Page 106 of the Deed Records of Lubbock County, Texas;

THENCE S. 02°05'16" W., along the West right-of-way line of said U.S. Highway 87, an approximate distance of 5.0 feet to a point;

THENCE S. 87°56'44" E., continuing along the West right-of-way line of said U.S. Highway 87, an approximate distance of 129.9 feet to a point for the Northerly Northeast corner of this tract;

THENCE S. 45°00'15" E., continuing along the West right-of-way line of said U.S. Highway 87, an approximate distance of 72.8 feet to a point for the most Easterly Northeast corner of this tract;

THENCE S. 01°37'11" E., continuing along the West right-of-way line of said U.S. Highway 87, an approximate distance of 537.4 feet to a point for the Southeast corner of this tract;

THENCE N. 88°13'54" W. an approximate distance of 641.2 feet to a point for the Southwest corner of this tract;

THENCE N. 01°46'06" E. an approximate distance of 592.0 feet to the Point of Beginning.

**PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.**

Prepared for Cotton Ridge Development LLC
May 27, 2022

| Staff Report | Zone Case 3466 |
|---|---|
| City Council Meeting | July 26, 2022 |

**Applicant** Hugo Reed and Associates

**Property Owner** Cotton Ridge Development

**Council District** 2

**Recommendations**

- Staff recommends Approval.

**Prior Board or Council Action**

- December 13, 1984, Ordinance No. 8689: The northwestern corner of this property was annexed to the City of Lubbock and zoned Transition District (T).
- June 8, 2006, Ordinance No. 2006-O0067: A larger portion of the northwest corner was annexed to the City of Lubbock and zoned Transition District (T).
- November 21, 2006, Ordinance No. 2006-O0119: The remaining property was annexed to the City of Lubbock and zoned Transition District (T).
- July 7, 2022, Zone Case 3466: The Planning and Zoning Commission recommended approval for a zone change from T to Reduced Setback Single-Family District (R-1A), Family Apartment District (A-1), Local Retail District (C-2) and Interstate Highway Commercial District (IHC) by a vote of 7-0-0.

**Notification Summary**

- Notifications Sent: 33
- Received In Favor: 0
- Received In Opposition: 1

**Site Conditions and History**

The subject properties are currently farmland and consist of 140.3 acres of unplatted land out of Block E, Section 11.

**Adjacent Property Development**

This property is surrounded by vacant unsubdivided land zoned General Retail District (C-3), Single-Family District (R-1) with a Specific Use for Reduced Setbacks, Two-Family District (R-2), and Light Manufacturing District (M-1) with a Specific Use for an Industrial Park to the west; a transportation and utility service zoned Local Retail District (C-2) and a used car dealership zoned Transition District (T) to the north; and commercial retail businesses zoned Interstate Highway Industrial District (IHI) and Transition District (T) to the east. All property directly south and some property north of the subject property are outside of City Limits.

**Zoning Request and Analysis**

*Item Summary*

The subject property is generally located south of 98th Street and west of U.S. Highway 87. The applicant requests a zone change from Transition District (T) to Reduced Setback Single-Family District (R-1A), Family Apartment District (A-1), Local Retail District (C-2), and Interstate Highway Commercial District (IHC).

**Current zoning:** **Transition District (T)**

**Requested zoning:** **Reduced Setback Single-Family District (R-1A), Family Apartment District (A-1), Local Retail District (C-2) and Interstate Highway Commercial District (IHC)**

*Intent Statements*
The intent of the current T zoning is "to protect existing and future development in newly annexed territory until the proper zone classification can be determined and established by zone change."

The intent of the proposed R-1A zoning is "to promote orderly and proper development of single-family residential units, to protect established and future single-family residential developments from inharmonious and harmful land uses, and to provide a "quality environment" for the residents of the district and city."

The intent of the proposed A-1 zoning is "to promote medium-density, multiple-occupancy development. The regulations are designed to promote family-oriented development which provides the occupants with the proper environmental quality, and compatibility with lower-density development. The purpose of this district is not to isolate multi-family units, but to encourage compatible residential land uses through effective planning and urban design."

The intent of the proposed C-2 zoning is "to provide limited local retail and service commercial uses which serve one of several neighborhoods. Such districts may be located on existing thoroughfares or at the intersections of major thoroughfares."

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."

*Traffic Network/Infrastructure Impacts*
The property is located south of 98th Street, which is designated as a Principal Arterial by the Master Thoroughfare Plan and west of U.S. Highway 87, which is designated as a Freeway by the Master Thoroughfare Plan. Arterials are routes whose function is to serve high volume needs of local and regional traffic. Freeways are intended to move high volumes of automobile traffic at relatively high speeds over long distances.

*Compatibility with Surrounding Property*
The proposed zone changes are compatible with the surrounding area and will not change the character of the existing development.

*Conformance with Comprehensive Plan Principles and Future Land Use Map*
The Future Land Use Map designates this area for commercial and low density residential uses.

*Conformance with Zoning Ordinance*
The proposed zone changes are 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 districts, but may require additional improvements due to the property currently being 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 Responses

**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 3466

**Allowable Uses:**

Reduced Setback Single-Family District (R-1A)

Family Apartment District (A-1)

Local Retail District (C-2)

Interstate Highway Commercial (IHC)

**Transportation:** The proposed development has points of access from 98th Street, Avenue P, and U.S. Highway 87.

| Thoroughfare | Existing | Per Thoroughfare Development Plan |
|---|---|---|
| 98th Street *Principal Arterial* | R.O.W. 110 feet, seven - lane, undivided, paved | R.O.W. 110 feet, seven-lane, undivided, paved |
| Avenue P *Collector* | R.O.W. 55 feet, two-lane, undivided, paved | R.O.W. 64 feet, two-lane, undivided, paved |
| U.S Highway 87 *Freeway* | R.O.W. 130 feet, six-lane, divided, 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**

4.3 **District 2**

**Case 3466:** Hugo Reed and Associates, Inc. for Cotton Ridge Development, LLC

Request for a zone change from Transition District (T) to Reduced Setback Single-Family District (R-1A), Family Apartment District (A-1), Local Retail District (C-2) and Interstate Highway Commercial District (IHC), at:

- Generally located south of 98th Street and west of U.S. Highway 87 on 140.3 acres of unplatted land out of Block E, Section 11.

**PLANNER ASLYN HENRY** stated there were thirty-three (33) notifications sent out and one (1) returned in opposition. The letter returned in opposition stated they do not want any more development in the area. Staff shared the location of the property including pictures, and maps, and discussed the surrounding property. Staff recommends approval of the request.

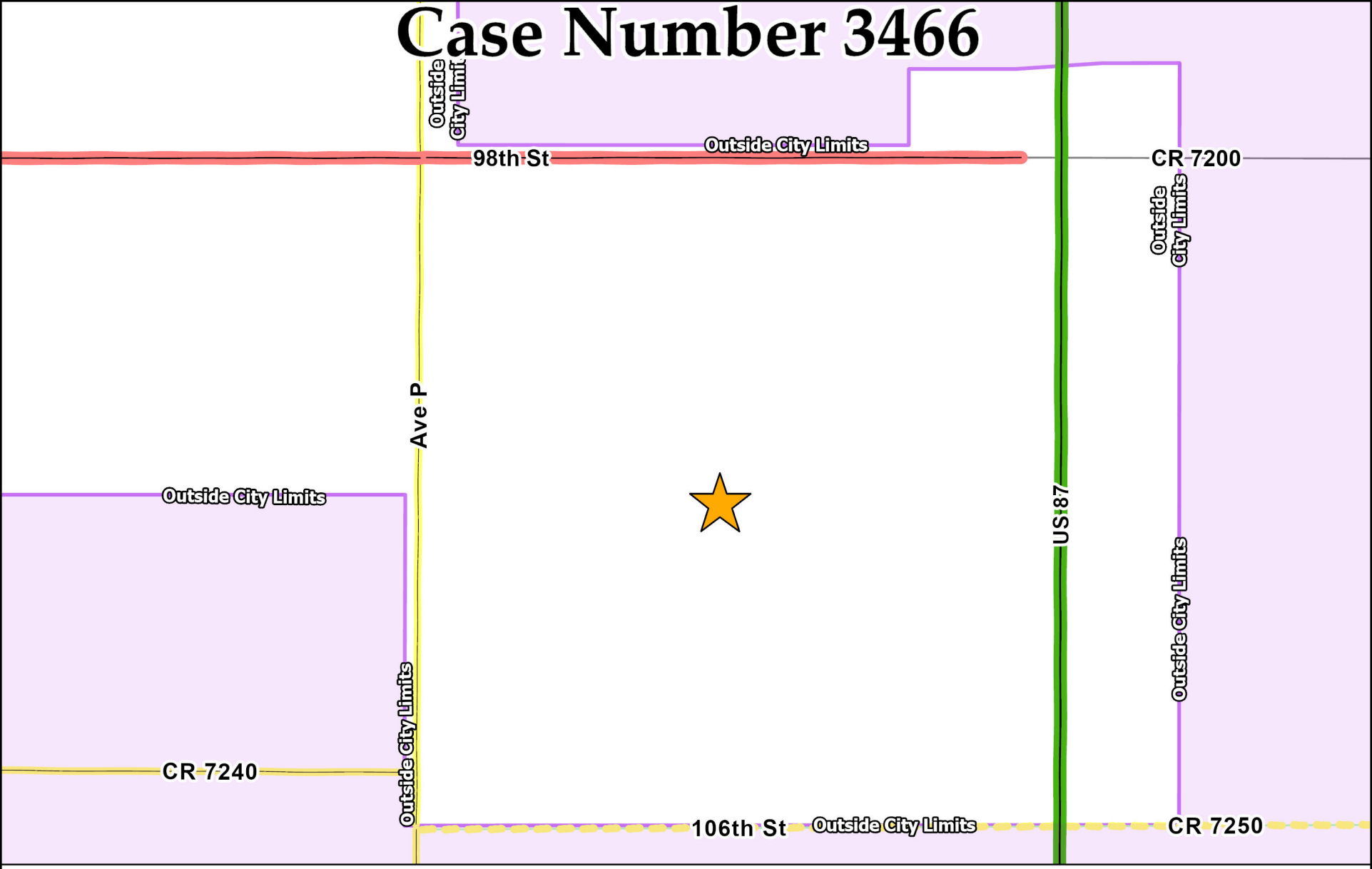
**APPLICANT TERRY HOLEMAN,** 1601 Avenue N, Hugo Reed and Associates, Inc., representing Cotton Ridge Development, advised the plat was approved earlier on the consent agenda. They want to

develop 409 single-family lots with a multi-family buffer from the retail that is on US Highway 87. Dan Wilson reached out to the one person in opposition and explained what they are planning for the area. The opposition just does not want any development.

No one spoke in opposition or favor of the request.

In the matter of **Zone Case 3466,** a motion was made by **JAMES BELL** and seconded by **JORDAN WHEATLEY** 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.

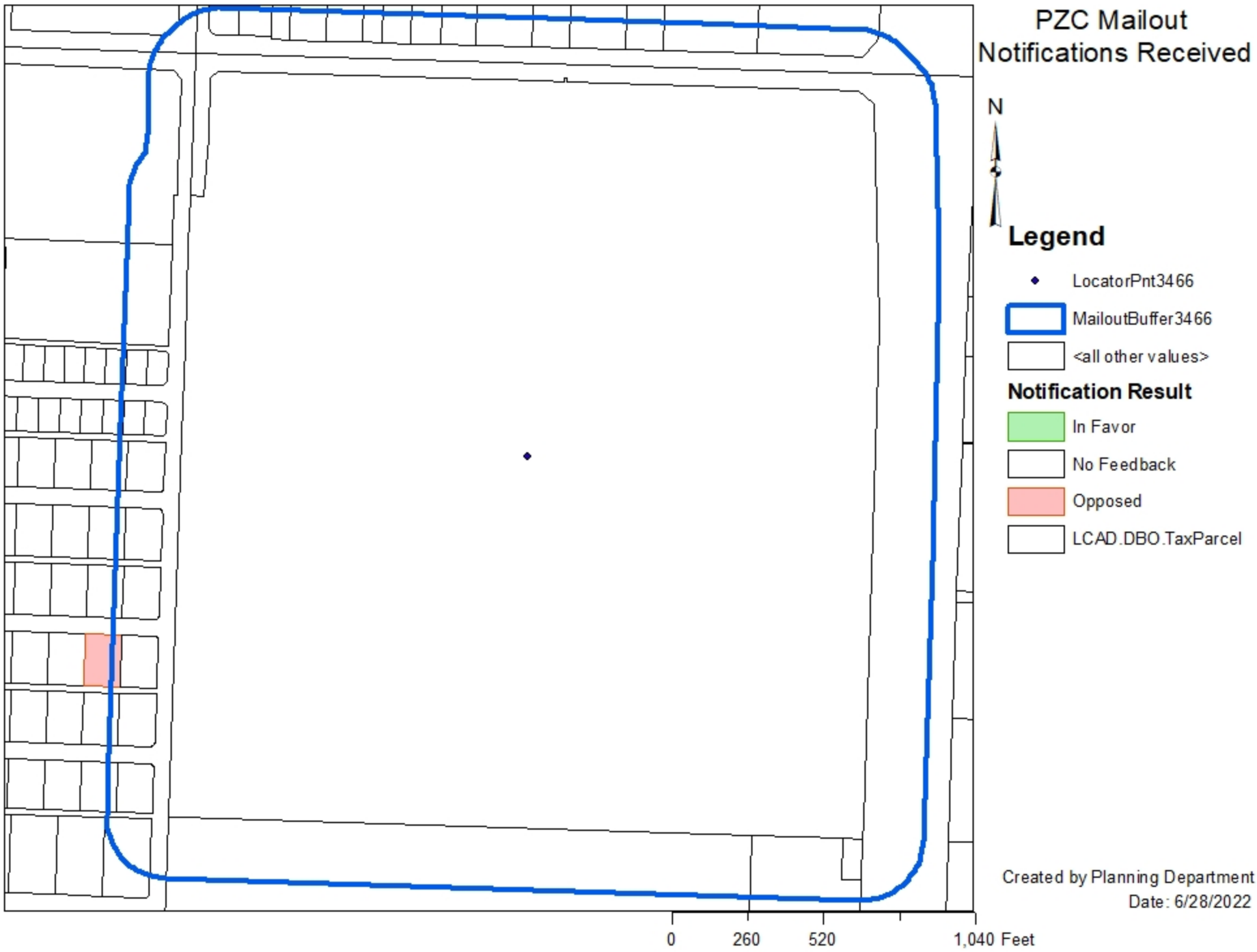
# Case Number 3466



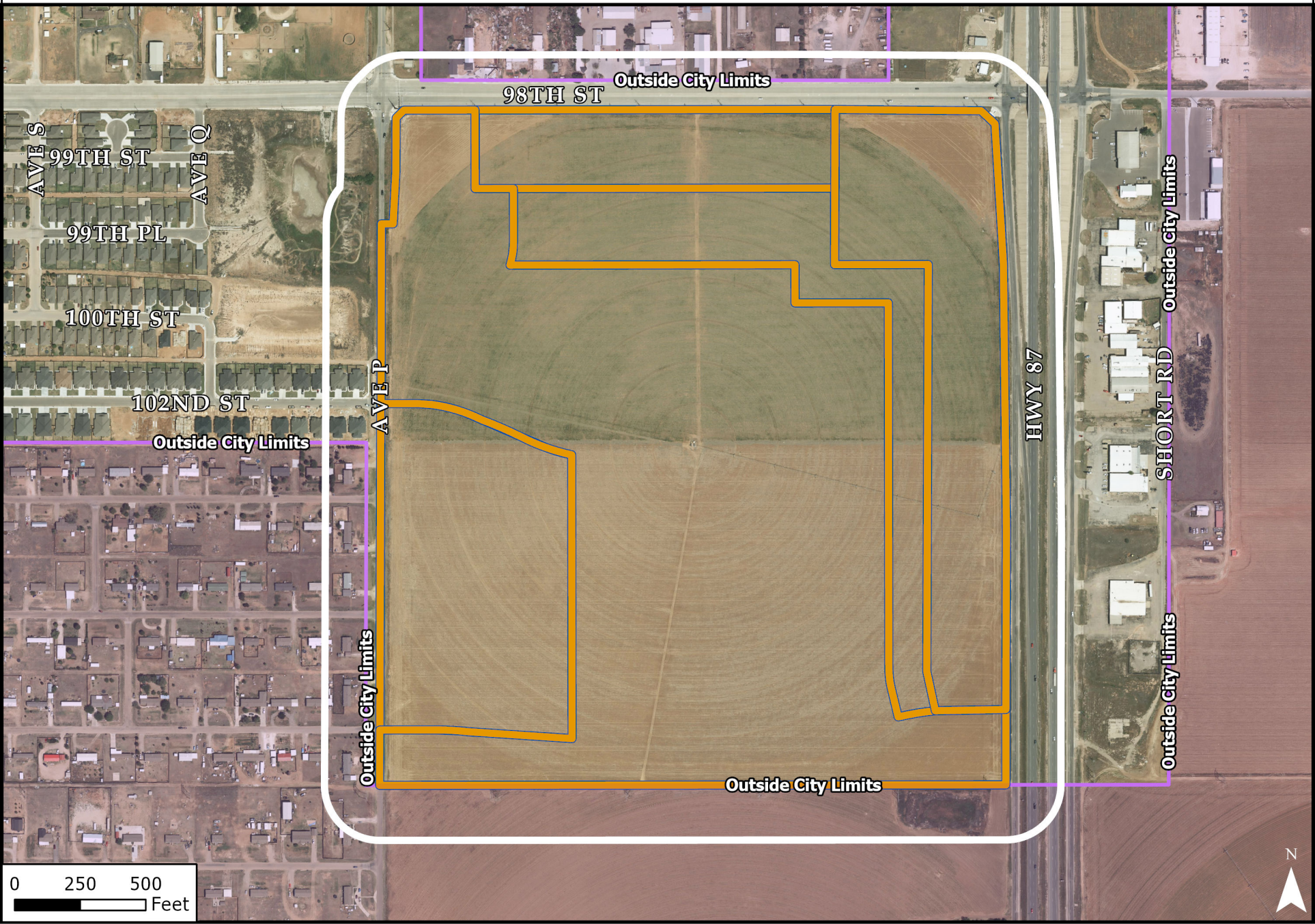

| Collector | Minor Arterial | Modified Arterial | Principal Arterial | Freeway |
|---|---|---|---|---|
| Completed | Completed | Partial | Completed | Completed |
| Partial | Partial | Future | Partial | Partial |
| Future | Future | | Future | Proposed Outer Loop |

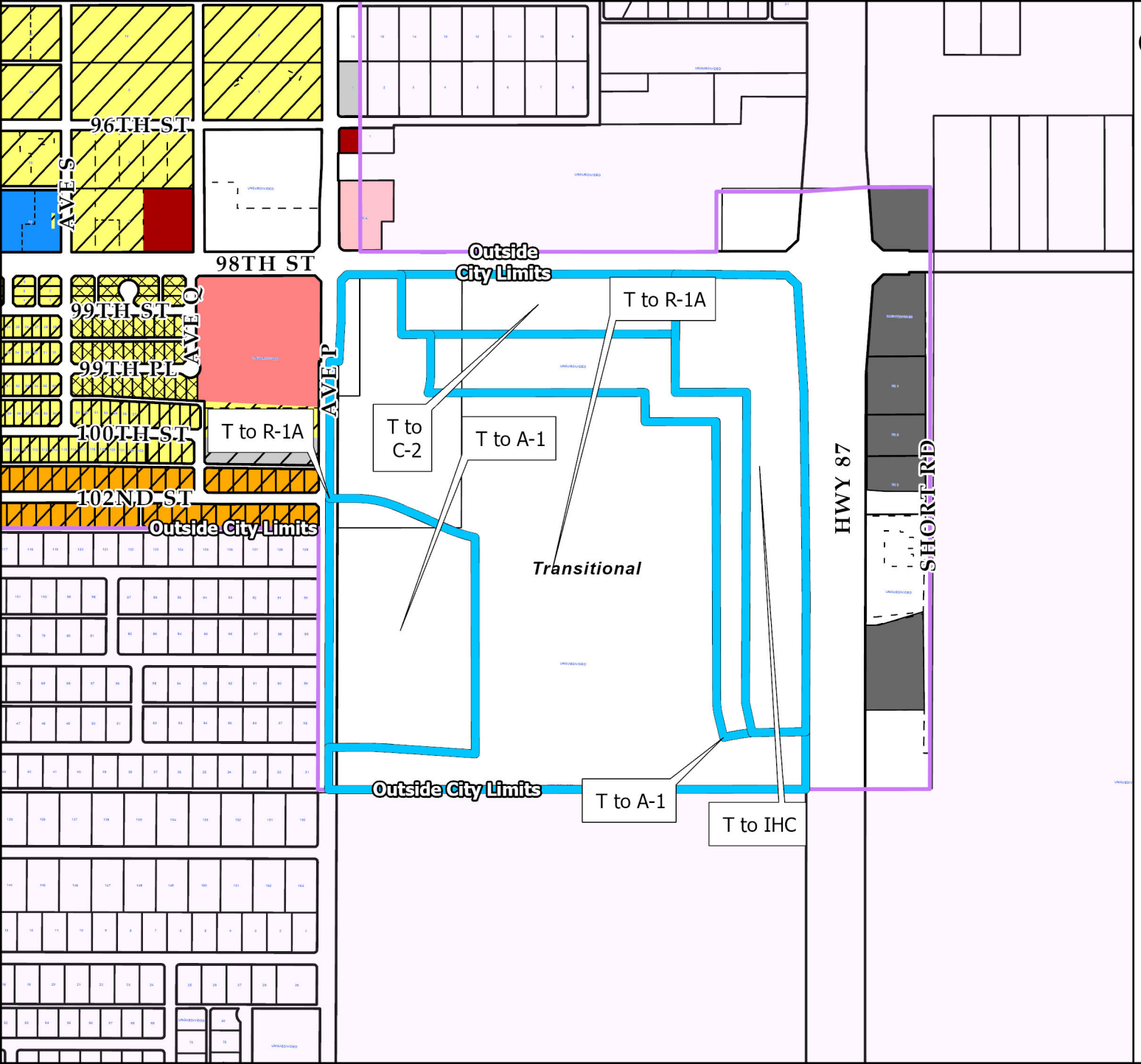
N
W E
S

Date Exported: June 2022


PZC Mailout
Notifications Received
N
Legend
LocatorPnt3466
MailoutBuffer3466
<all other values>
Notification Result
In Favor
No Feedback
Opposed
LCAD.DBO.TaxParcel
Created by Planning Department
Date: 6/28/2022
0
260
520
1,040 Feet

# Case Number 3466






# Current Zoning

## 3466

### Zoning Districts

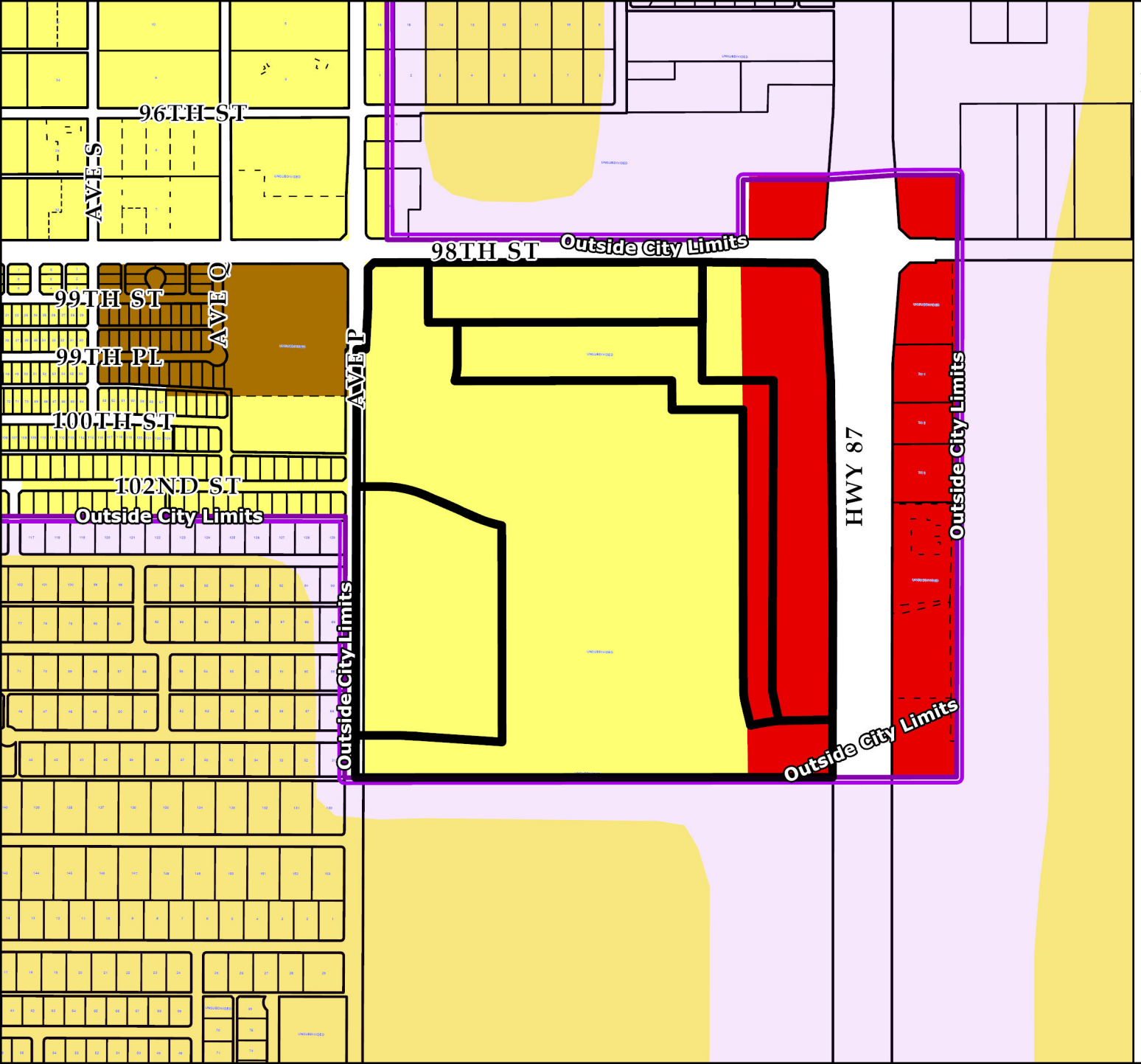
- Local Retail
- General Retail
- Commercial
- Garden Office
- Interstate Highway Commercial
- Interstate Highway Industrial
- Light Manufacturing
- Light Manufacturing Specific Use
- Single Family Specific Use
- Single Family with Reduced Setbacks
- Two Family Specific Use
- Transitional

N

0 440 880 Feet

City of Lubbock TEXAS

Date Exported: June 2022




# Future Land Use Plan
## Case 3466

### Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 440 880 Feet

City of Lubbock TEXAS

Date Exported: June 2022



Subject Property—East View



View North.



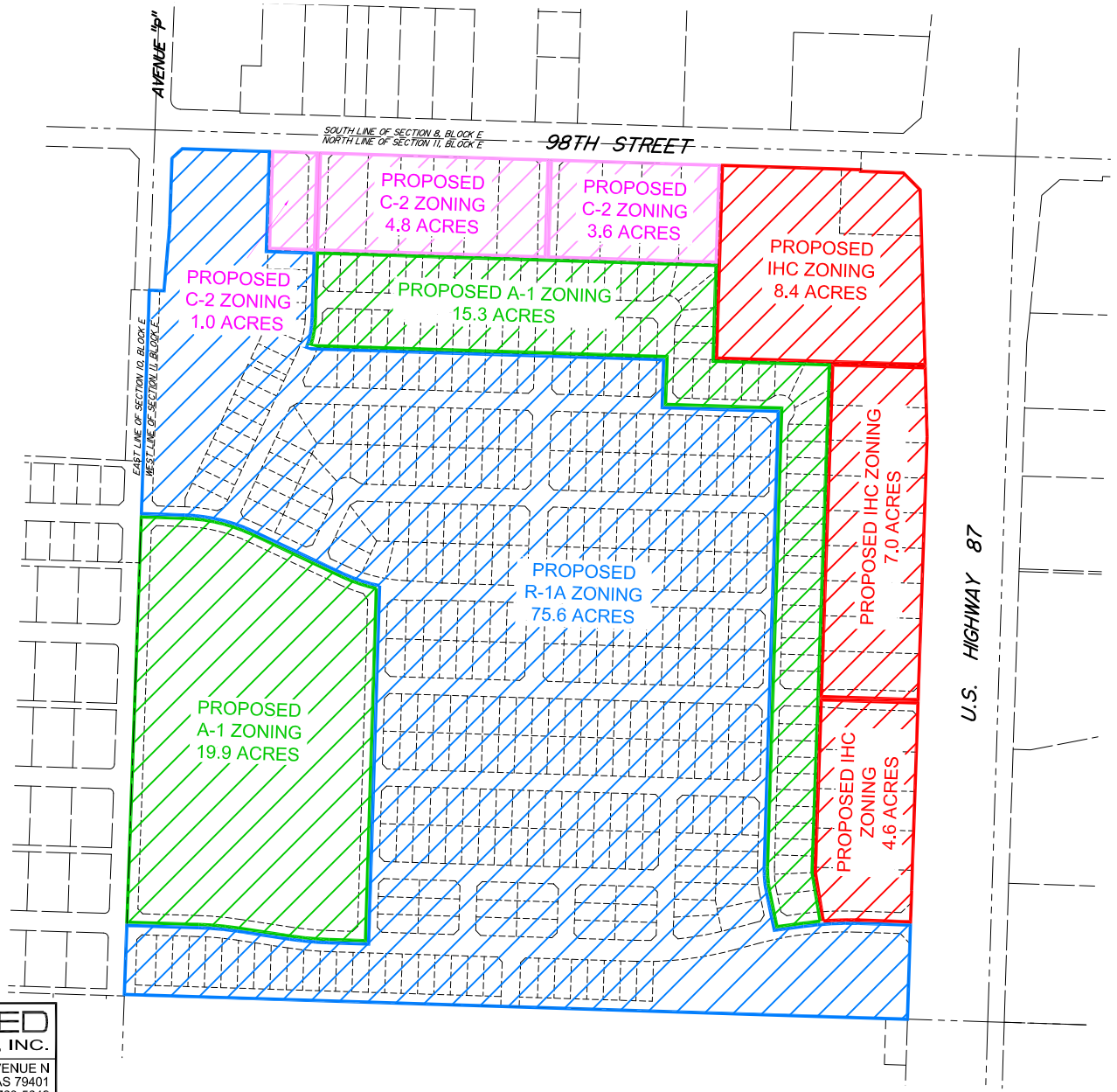

View South.



View West.

# PROPOSED OVERALL ZONING

## LOCATED IN SECTION 11, BLOCK E




NORTH

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

THIS DOCUMENT IS RELEASED FOR REVIEW PURPOSES ONLY.

RELEASE DATE: June 02, 2022

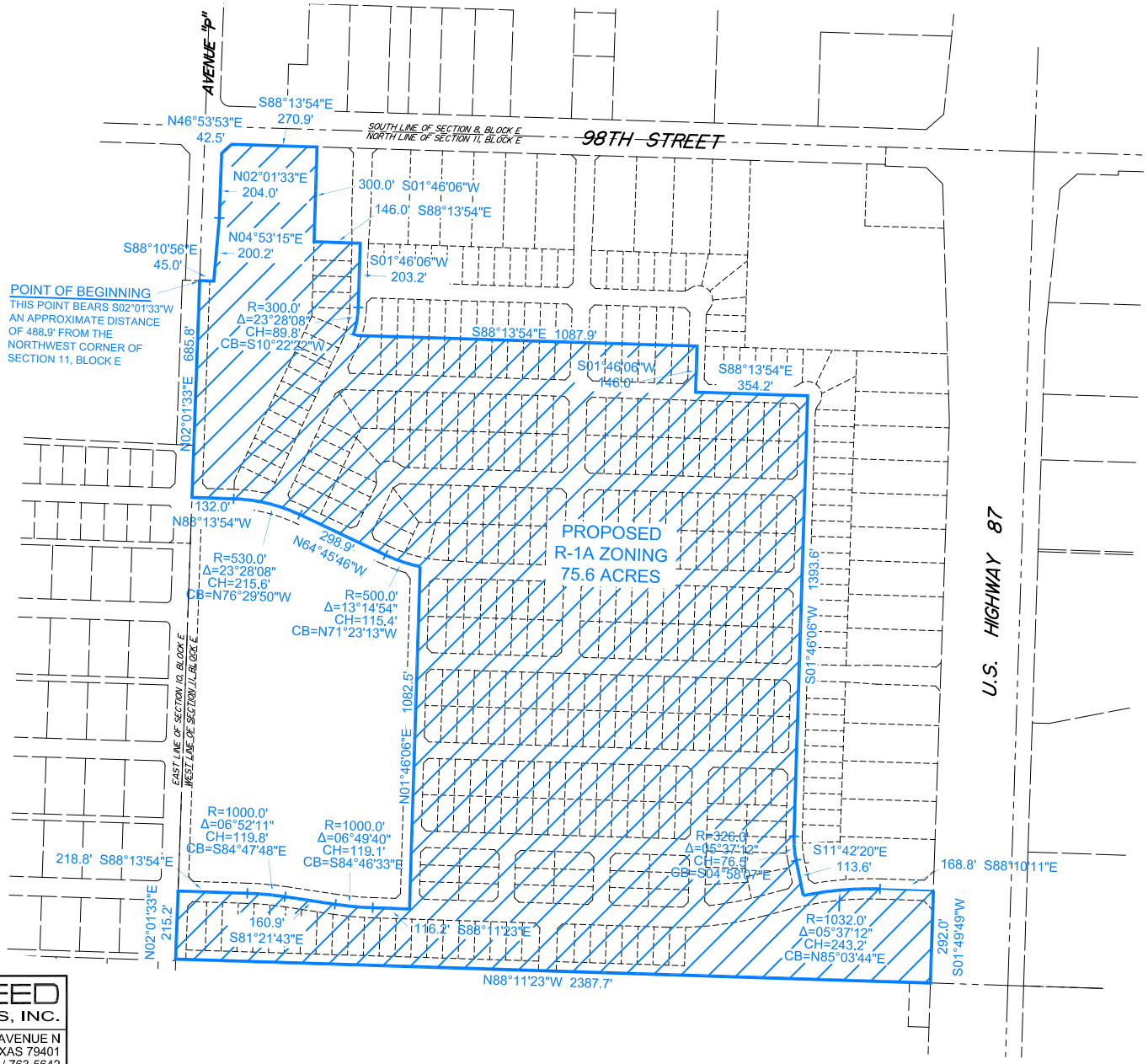

HUGO REED AND ASSOCIATES, INC.

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

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

# PROPOSED R-1A ZONING

## LOCATED IN SECTION 11, BLOCK E

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RELEASE DATE: June 02, 2022

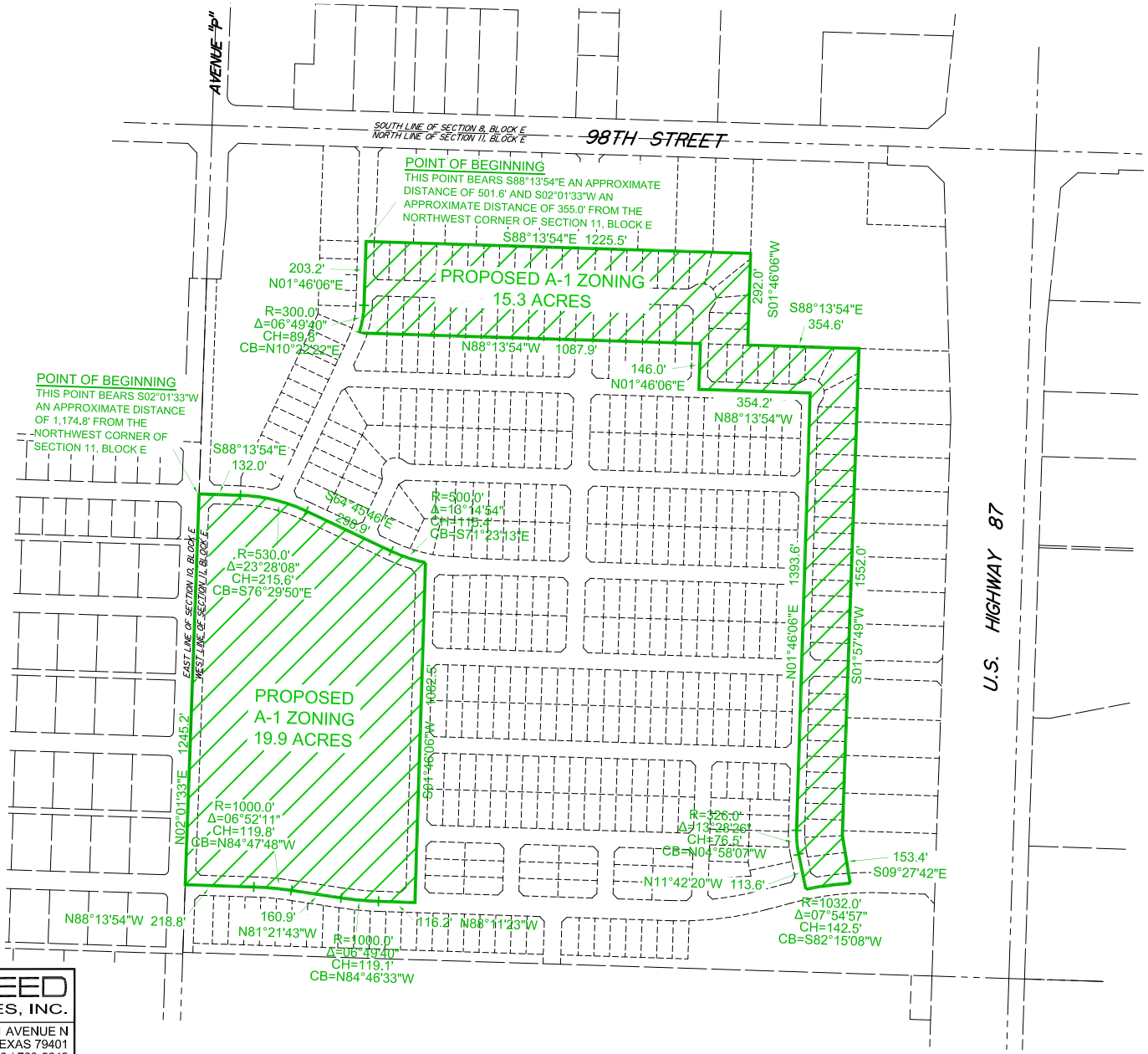

HUGO REED AND ASSOCIATES, INC.

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

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

# PROPOSED A-1 ZONING

## LOCATED IN SECTION 11, BLOCK E

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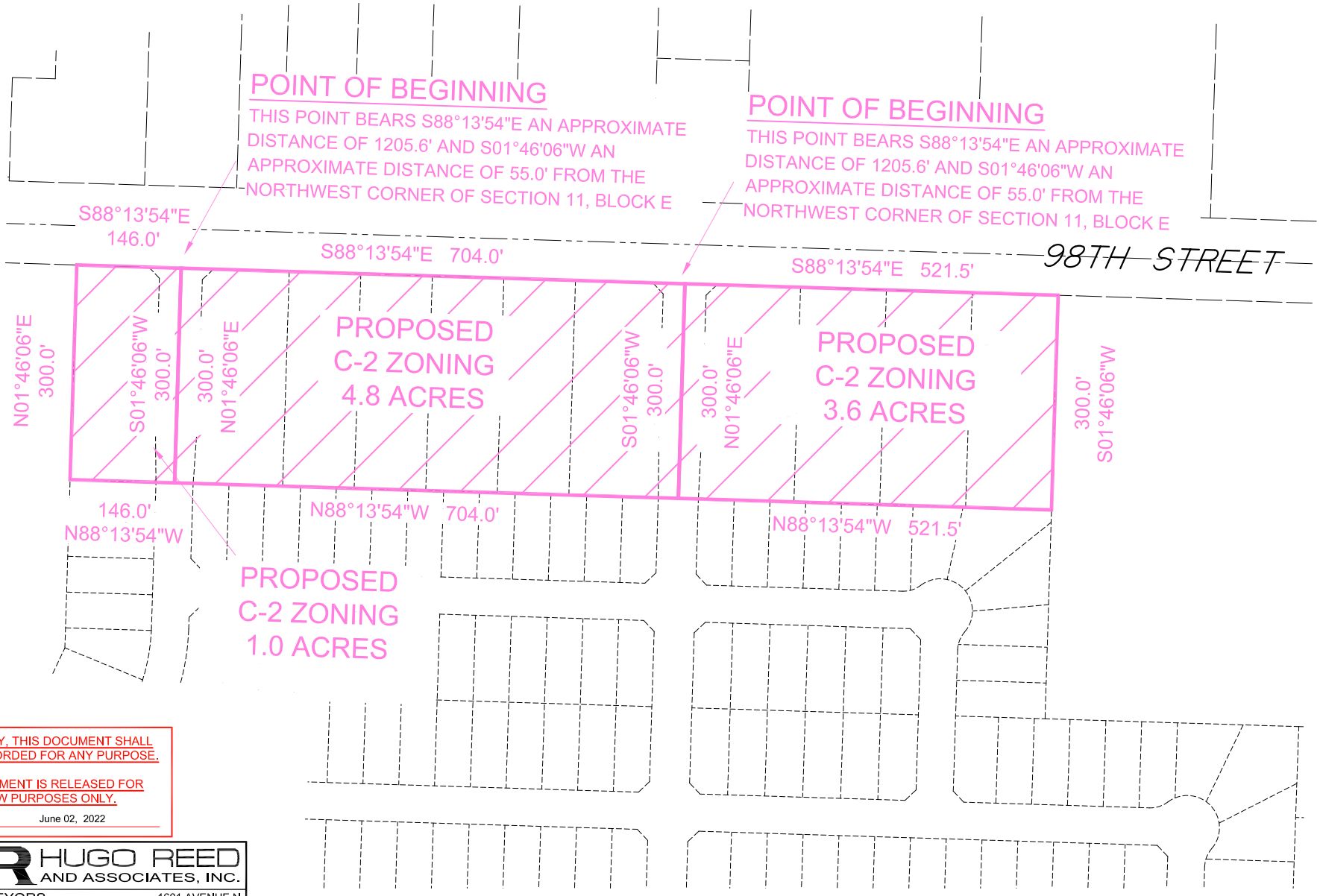
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

# PROPOSED C-2 ZONING

## LOCATED IN SECTION 11, BLOCK E

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RELEASE DATE: June 02, 2022

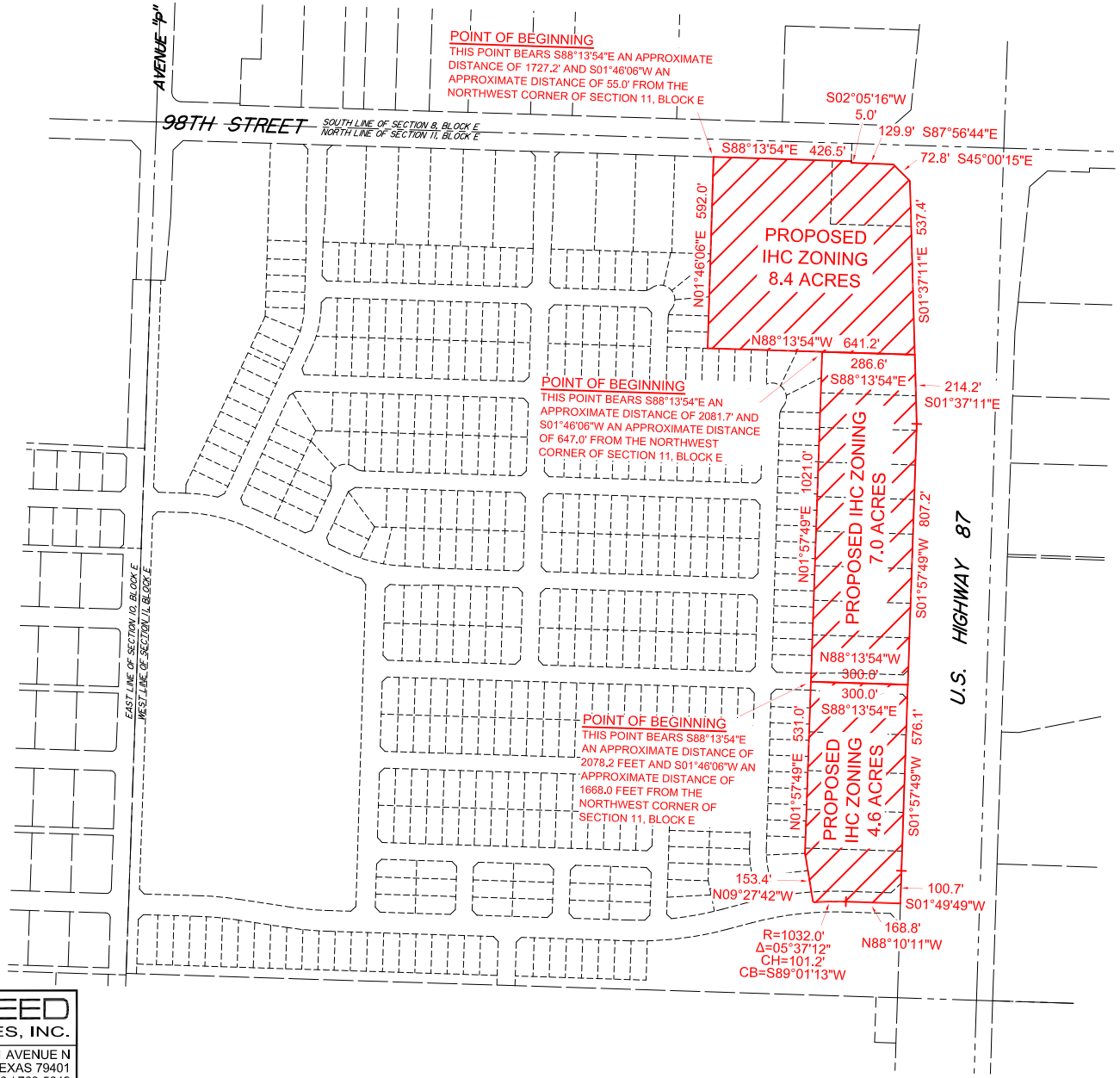

HUGO REED AND ASSOCIATES, INC.

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

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

# PROPOSED IHC ZONING

## LOCATED IN SECTION 11, BLOCK E

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RELEASE DATE: June 02, 2022


HUGO REED AND ASSOCIATES, INC.

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

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

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

# APPLICATION FOR ZONING CHANGE

## Project Information

Location or Address: 909 98th Street

Lots/Tracts: See metes and bounds descriptions

Survey & Abstract: Section 11, Block E

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: 140.3

Existing Land Use: Vacant Land Existing Zoning: Transitional Zoning

Requested Zoning: R-1A, A-1, C-2, and IHC Zoning

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

## Representative/Agent Information (if different from owner)

Firm Name: Hugo Reed and Associates, Inc

Name: Terry Holeman

Address: 1601 Avenue N City: Lubbock State: Texas

ZIP Code: 79401 Telephone: 806-763-5642 Email: tholeman@hugoreed.com

Applicant's Signature: Terry Holeman

Date: 6/1/2022 Printed Name: Terry Holeman

## Owner Information

Firm Name: Cotton Ridge Development LLC

Owner: Rick Bigham

Address: 4002 111th Street City: Lubbock State: Texas

ZIP Code: 79423 Telephone: 806-789-2423 Email: bcbpartner@gmail.com

Property Owner's Signature:

Date: 6/2/2022 Printed Name: Rick Bigham

## 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.:** ***3466***

*In Favor* ___

*Opposed* X

**Reasons and/or Comments:**

We literally just paid our home off. Been here since 2003. Now City is all around us. Please do not put apartments/houses in the only field left. That is all. Thanks.

We know our opinion does not matter when we do not own the field. We just oppose.

Print Name Elizabeth & Rocky Daniel

Signature: Elizabeth Daniel

Address: 1605 CR 7230

Address of Property Owned: 1605 CR 7230

Phone Number: 806 239-8180

Email: elizabeth.daniel2022@outlook.com

---

Zone Case Number: **3466** R162522 Recipient 33 of 33

DANIEL ROCKY D & ELIZABETH S
1605 CR 7230

LUBBOCK TX 79423

RECEIVED
JUN 28 2022
BY:

AI# 10863
Regular City Council Meeting 6. 4.
07/26/2022:

## Information

### Agenda Item

**Public Hearing - Planning (District 3):** Consider a request for Zone Case 1427-A, a request of Toni Burns for The Baptist Church College Property, for a zone change from Two-Family District (R-2) to Family Apartment District (A-1), at 4601 and 4605 39th Street and 4602 40th Street, College Heights Addition, Block 20, Lots 1-2 and Lot 12 and the east 35 feet of Lot 11, and consider an ordinance.

### Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 7, 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 1427-A
Staff Report 1427-A
Documentation 1427-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. 1427-A; A ZONING CHANGE FROM R-2 TO A-1 ZONING DISTRICT AT 4601 AND 4605 39TH STREET AND 4602 40TH STREET, COLLEGE HEIGHTS ADDITION, BLOCK 20, LOTS 1-2 AND LOT 12 AND THE EAST 35 FEET OF LOT 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 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. 1427-A**

**SECTION 1. THAT** Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-2** to **A-1** zoning district at **4601 and 4605 39th Street and 4602 40th Street, College Heights Addition, Block 20, Lots 1-2 and Lot 12 and the east 35 feet of Lot 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/ZC1427-A
July 7, 2022

Planning Department
City of Lubbock

| Staff Report | Zone Case 1427-A |
|---|---|
| City Council Meeting | July 26, 2022 |

**Applicant** Toni Burns

**Property Owner** The Baptist Church College Property

**Council District** 3

**Recommendations**

- Staff recommends Approval.

**Prior Board or Council Action**

- December 15, 1949, Ordinance No. 949: This property was annexed and zoned One Family District (A).
- April 6, 1955, Ordinance 1695: This zoning on this property was converted from District A to Single-Family District (R-1).
- June 9, 1966, Zone Case 1427, Ordinance No. 5023: This property was rezoned from R-1 to Two-Family District (R-2).
- June 2, 2022: The Planning and Zoning Commission heard a request to rezone the property from R-2 to Family Apartment District (A-1) and postponed the request to the July 7, 2022 meeting by a unanimous vote.
- July 7, 2022, Zone Case 1427-A: The Planning and Zoning Commission recommended approval for zone change from Two-Family District (R-2) to Family Apartment District (A-1) by a vote of 7-0-0.

**Notification Summary**

- Notifications Sent: 33
- Received In Favor: 15 (5 from outside the notification boundary)
- Received In Opposition: 0

**Site Conditions and History**

The subject properties were platted as College Heights Addition, Block 20, Lots 1-2 and lot 12 and the east 35 feet of Lot 11 in 1946. The property at 4605 39th Street was developed with a residential home in 1963 and the property at 4601 39th Street was developed with a church in 1963. The property at 4602 40th has remained vacant and used as an additional parking lot for the church.

**Adjacent Property Development**

The properties surrounding the home, church, and parking lot are developed with single-family residential homes zoned R-1.

**Zoning Request and Analysis**

*Item Summary*

The subject properties are located at 4605 and 4601 39th Street and 4602 40th Street, south of 39th Street, west of Salem Avenue, and north of 40th Street. The applicant requests a zone change from Two-Family District (R-2) to Family Apartment District (A-1).

**Current zoning:** **Two-Family District (R-2)**

**Requested zoning:** **Family Apartment District (A-1)**

*Intent Statements*
The intent of the current R-2 zoning is, "… to promote stable, quality residential development of slightly increased densities and multiple occupancy. This district may include entire neighborhoods or when used in accordance with the intent of the comprehensive plan, may provide a "buffer" district between low-density and high-density or non-residential districts."
The intent of the proposed A-1 zoning is, "… to promote medium-density, multiple-occupancy development. The regulations are designed to promote family-oriented development which provides the occupants with the proper environmental quality, and compatibility with lower-density development. The purpose of this district is not to isolate multi-family units, but to encourage compatible residential land uses through effective planning and urban design. When adjacent to "RR," "R-1," "R-1A," or "R-2" zoned property, the proposed development in this district shall be so designed to provide for maximum compatibility with adjacent development. Architectural design, landscaping, screening, and parking areas shall be properly provided to ensure maximum protection of lower-density uses."

*Traffic Network/Infrastructure Impacts*
The proposed rezoning location is along 39th Street, Salem Avenue and 40th Street, which are all designated as Local Streets by the Master Thoroughfare Plan, 2018. The primary function of a Local Street is to 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 A-1 is not consistent with this designation, the lots are not large enough for a traditional apartment complex. The applicant intends to develop three to four units for temporary stays for guests of the church, such as missionaries.

*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 A-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
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806-775-2107
ashleypadilla@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

# Case Information: Zone Case 1427-A

**Allowable Uses:** Family Apartment District (A-1)

**Transportation:** The proposed development has point of access from 39th Street, 40th Street and Salem Avenue.

| Thoroughfare | Existing | Per Thoroughfare Development Plan |
|---|---|---|
| 39th Street, *Local Street, Completed* | R.O.W. 60 feet, two-lane, undivided, paved | R.O.W. 60 feet, two-lane, undivided, paved |
| 40th Street, Local Street, Completed | R.O.W. 60 feet, two-lane, undivided, paved | R.O.W. 60 feet, two-lane, undivided, paved |
| Salem Avenue, Local Street, Completed | 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:**

4.4 **District 3**

**Case 1427-A:** Toni Burns for The Baptist Church College Property

Request for a zone change from Two-Family District (R-2) to Family Apartment District (A-1), at:

- 4601 and 4605 39th Street and 4602 40th Street, College Heights Addition, Block 20, Lots 1-2 and Lot 12 and the east 35 feet of Lot 11.

**PLANNER ASHLEY PADILLA** stated there were thirty-three (33) notifications sent out and two (2) returned in favor. Staff shared the location of the property including pictures, and maps, and discussed the surrounding property. Staff recommends approval of the request.

**APPLICANT TONI BURNS,** 11120 Detroit Avenue, with the Adventures in Mission Program, advised they run an apprentice missionary program, where students come from all over the world. Since 1973 they have had 2,230 students come through the program. There is a total of 196 missionary sites in which

students go to serve, 111 of them are foreign and 85 are here stateside. The students' missionary work is for 13-24 months.

The students have been renting apartments in a complex that one of the program supporters owned, but they have sold to a company with has decided to raise the rent of the apartments by $20,000 a year so they have decided to make the investment to make student living possible for the program.

The students that attend the program are from the ages of 18-24 years old. They have the following rules: no drinking, no drugs, and a curfew. Most of the students do not own cars, as they have sold them to attend the program.

There are two other offers on the property if this request does not get approved. The other interested parties want to provide low incoming housing on the subject property.

**BOARD MEMBER JORDAN WHEATLEY** asked if the church on the property will remain. Mrs. Burns stated the church is no longer operating and is included with the property for sale.

**OPPOSITION PATRICK METZE**, 4602 39th Street stated that there is going to be a total of 22 two-bedroom duplexes. He is not against what the church is doing but he is concerned about changing the character of his neighborhood. He also is concerned that it will affect the value of his home.

**TONI BURNS** provided a petition with 18 residents in favor and 5 individuals at the meeting raised their hands to show that they are in favor of the request.

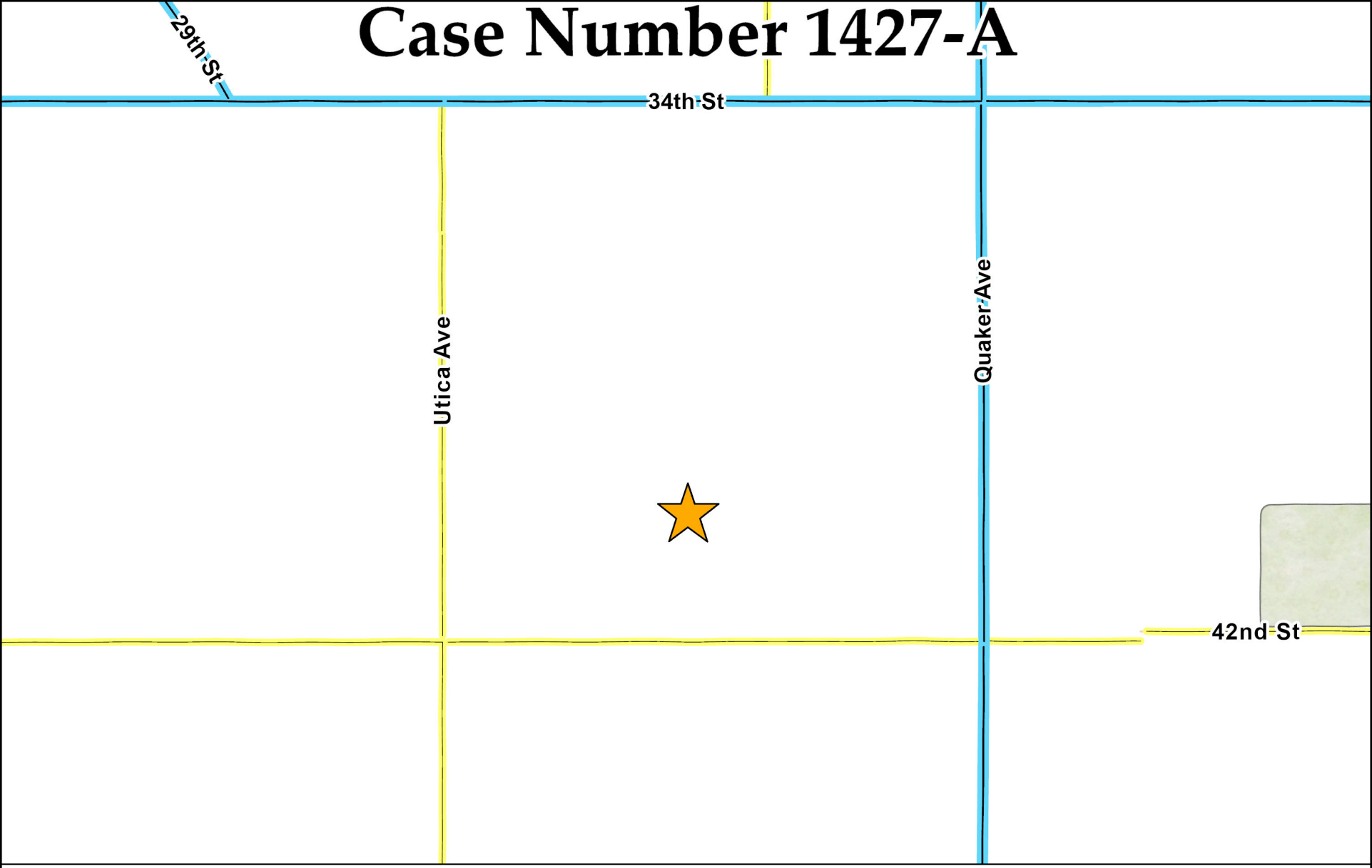
**BOARD MEMBER JORDAN WHEATLEY** stated he likes the elevations provided; they look like townhomes. He is in favor of infill development and the Building Safety Department will dictate what happens with permits and parking.

**BOARD MEMBER JAMES BELL** stated he is happy to see a site plan; it sets his mind at ease since last month he felt that there were too many variables unanswered.

**BOARD MEMBER SUSAN TOMLINSON** stated the plans look good and she is comfortable that the majority of the neighborhood is in support. The property is already zoned R-2 for duplexes. The site plan provided is a more fully developed plan with direction.

In the matter of **Zone Case 1427-A,** a motion was made by **SUSAN TOMLINSON** and seconded by **TANNER NOBLE** 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 1427-A



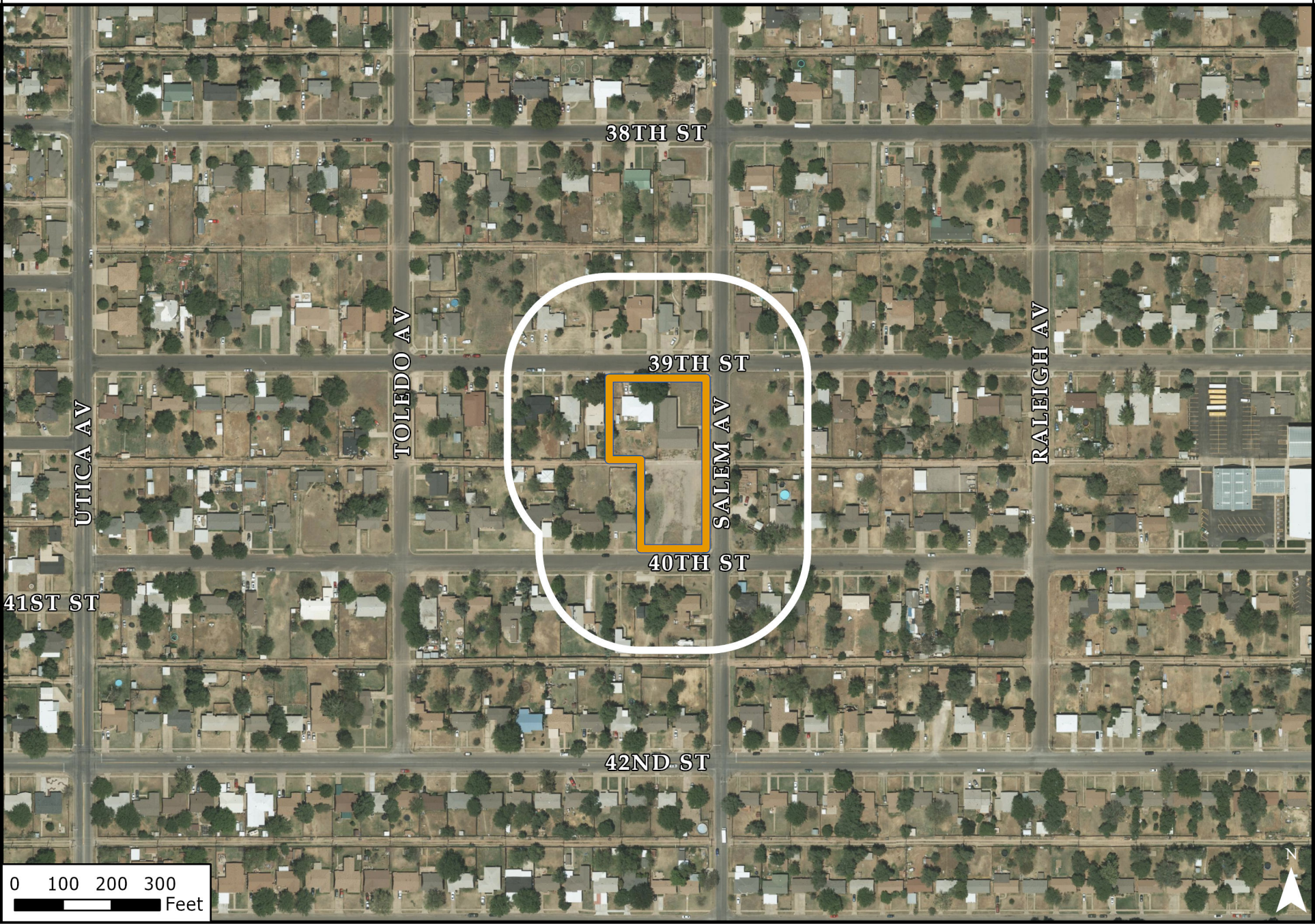

| Collector | Minor Arterial | Modified Arterial | Principal Arterial | Freeway |
|---|---|---|---|---|
| Completed | Completed | Partial | Completed | Completed |
| Partial | Partial | Future | Partial | Partial |
| Future | Future | | Future | Proposed Outer Loop |

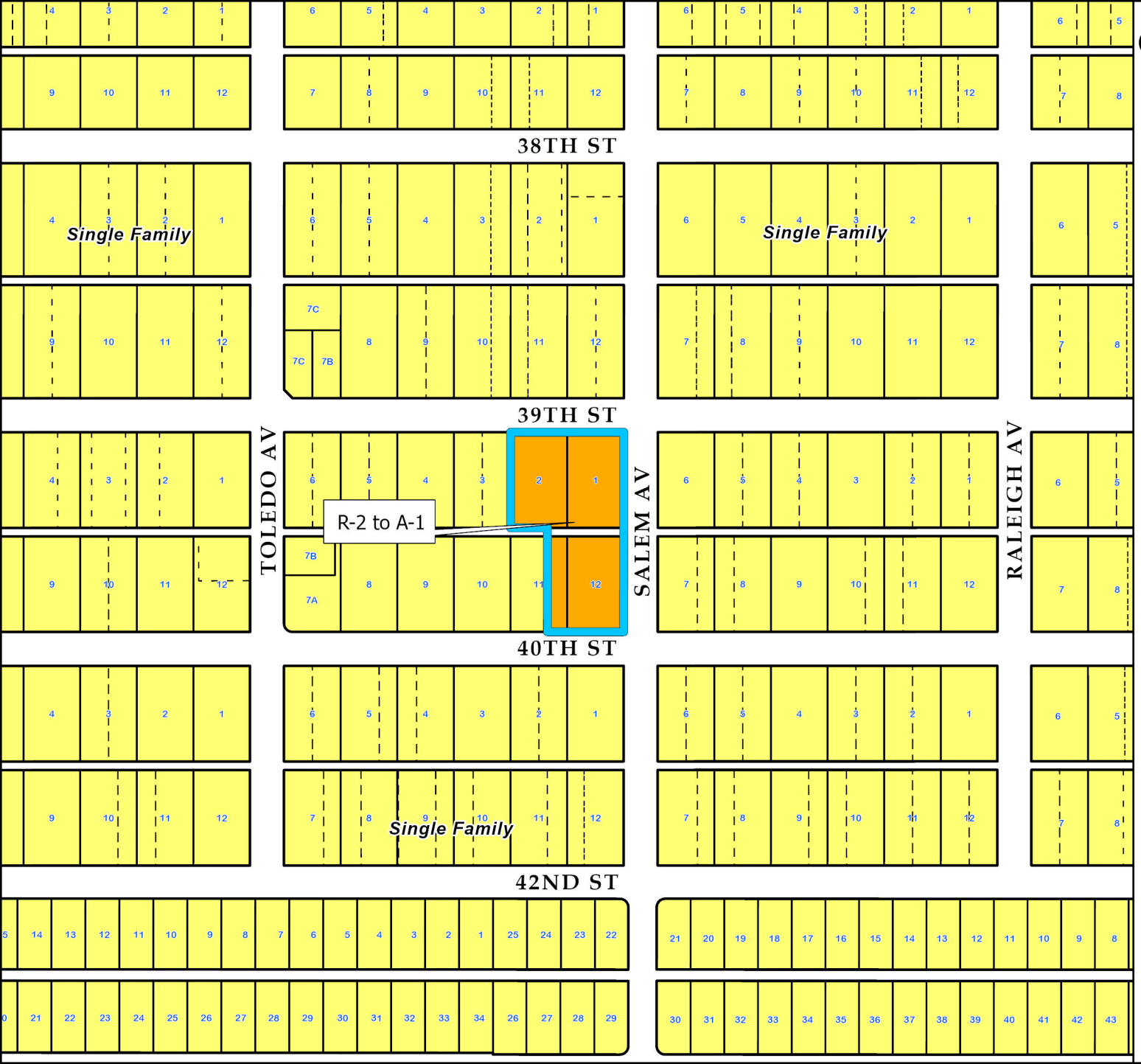
N
W E
S

Date Exported: June 2022


PZC Mailout
Notifications Received
N
Legend
LocatorPnt1427_A
MailoutBuffer1427_A
<all other values>
Notification Result
In Favor
No Feedback
Opposed
39TH ST
SALEM AVE
40TH ST
0
80
160
320 Feet
Created by Planning Department
Date: 7/8/2022

# Case Number 1427-A






# Current Zoning
# 1427-A
## Zoning Districts

Single Family

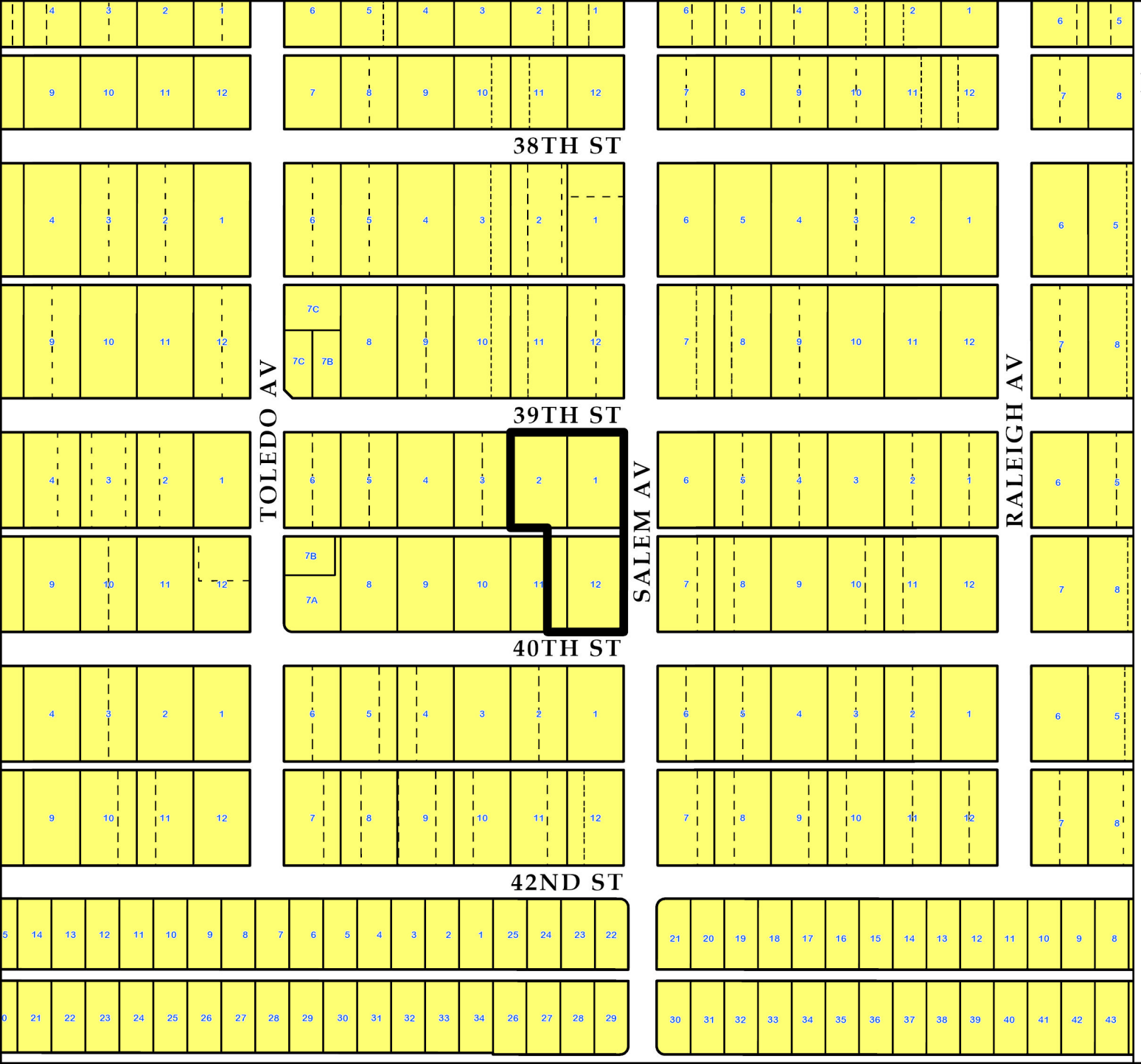
Two Family

N

0 150 300 Feet

City of Lubbock TEXAS

Date Exported: June 2022




# Future Land Use Plan
## Case 1427-A

### Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 150 300 Feet

City of Lubbock TEXAS

Date Exported: June 2022

# 1427-A



**Subject property. View to the south 4601 39th Street.**



**Subject property. View to the south 4605 39th Street.**



View to the east from 39th Street.



View to the west from 39th Street.

# 1427-A



**Subject property. View to the south 4602 40th Street.**



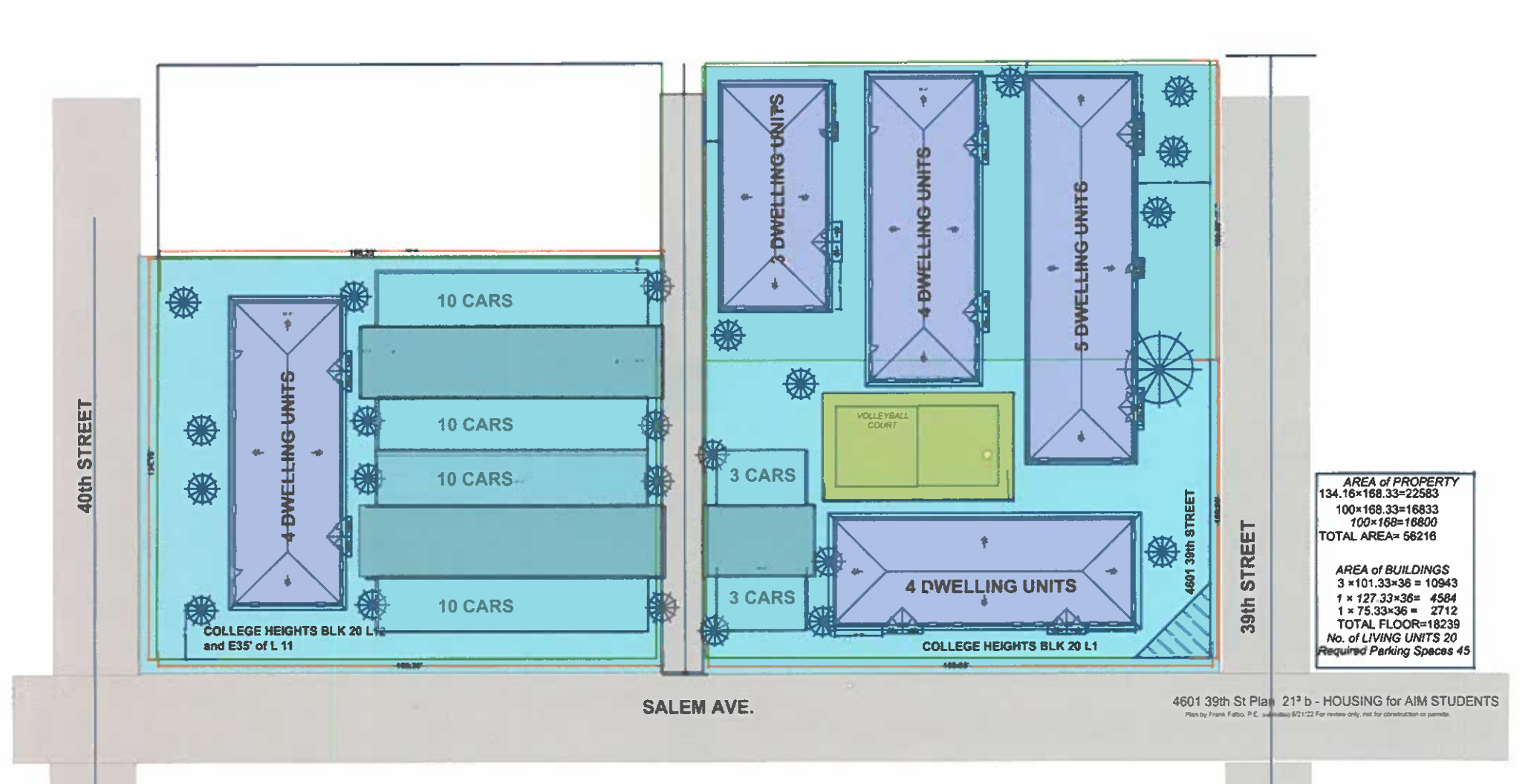
View to the west.



View to the north.



View to the east.


40th STREET
39th STREET
SALEM AVE.
4 DWELLING UNITS
10 CARS
10 CARS
10 CARS
10 CARS
COLLEGE HEIGHTS BLK 20 L12
and E35' of L 11
3 DWELLING UNITS
4 DWELLING UNITS
5 DWELLING UNITS
VOLLEYBALL COURT
3 CARS
3 CARS
4 DWELLING UNITS
4601 39th STREET
COLLEGE HEIGHTS BLK 20 L1
AREA of PROPERTY
134.16×168.33=22583
100×168.33=16833
100×168=16800
TOTAL AREA= 56216
AREA of BUILDINGS
3 ×101.33×36 = 10943
1 × 127.33×36= 4584
1 × 75.33×36 = 2712
TOTAL FLOOR=18239
No. of LIVING UNITS 20
Required Parking Spaces 45
4601 39th St Plan 21³ b - HOUSING for AIM STUDENTS
Plan by Frank Falbo, P.E. submitted 6/21/22 For review only, not for construction or permits.

# Floor plan


BATH
BEDROOM # 1
10' x 11'
KITCHEN
11' x 13'
BATH
DINING
8' x 13'
LIVING ROOM
12' x 13'
BEDROOM # 2
10' x 11'
PORCH
Copyright: PlanSource, Inc



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

# APPLICATION FOR ZONING CHANGE

## Project Information

Location or Address: 4601 39th St, 4605 39th St & 4602 40th St

Lots/Tracts: COLLEGE HTS BLK 20 L1, COLLEGE HTS BLK 20 L2, COLLEGE HTS BLK 20 L12 & E 35' OF 11

Survey & Abstract:

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request:

Existing Land Use: RESIDENTIAL MIX Existing Zoning: R-2

Requested Zoning: A-1

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

## Representative/Agent Information (if different from owner)

Firm Name:

Name: TONI BURNS

Address: 2405 W LOOP 289 City: Lubbock State: TX

ZIP Code: 79407 Telephone: 806-224-5911 Email: toni@exitlubbock.com

Applicant's Signature: Toni M Burns

Date: 4/20/2022 Printed Name: Toni Burns

## Owner Information

Firm Name: The Baptist Church College Property

Owner: Dr Ricky & Karin Honea

Address: 4601, 4605 39th, 4602 40th City: Lubbock State: TX

ZIP Code: 79414-2811 Telephone: 806 438 4856 Email: drhonea@gmail.com

Property Owner's Signature: Karin Honea

Date: 04-24-2022 Printed Name: DR Ricky Honea Karin Honea

## Preparer Information

Preparer's Signature: Toni Burns Toni M Burns

Date: 4/28/22 Printed Name: Toni Burns

## 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.

H27-A

Case 1427-A

To Whom It May Concern

A notice was recently posted in the Avalanche Journal requesting a zoning change in the 4600 block of 39th and 40th streets.

This is the location of College Heights Baptist Church, which has served the College Heights neighborhood for over 70 years. As we are aware, times change and demographics shift. Unfortunately, this faithful little church has not survived the times.

I have become aware of the purpose for the zone change. A "not-for-profit" group has proposed to construct housing for missionary students of the "Ventures in Missions" program of the Summit International Bible Institute.

I believe that this change should be approved. I endorse it completely. I believe it will be good for the neighborhood as well continue the spiritual mission of the original founders of the church.

Clyde L Reams
4618-40th
Lubbock Texas 79414
806-441-5963

(I have lived in this neighborhood for 44 years)

Sunday, June 5, 2022

To whom it may concern

**District 3 Case 1427-A**
**4601, 4605 39th street and 4602 40th street, College Heights Addition.**

My name is Karin Honea. I have lived at 4605 39th street for over 5+ years. I have a love for our church ministry, our neighborhood, and our city. We have relocated our preaching ministry to 8212 Ithaca in the Megaron building on Sundays and Wednesdays.

**Several factors influenced our decision to sell the property at 4601 39th street and 4602 40th street over the last 2 years:**

* Covid effected our ministry when we were not able to assemble publicly.
* Many of our members, experienced illness, death, and loss of jobs. This resulted in extreme loss of financial support to the point it has become impossible to maintain the building financially.
*My husband has been the Sr pastor for over 37 years, and he has become extremely ill and is not physically able to maintain the building and or the grounds.
* The parking lot has been deteriorated considerably.
* The building needs many needed repairs.

It is our desire to have another ministry come in to continue the work of God for this area.
There is a proposal from a non-profit group to build dormitories for students of the "Adventure in Missions" program of the Sunset International Bible Institute.

The students will have curfews with no tobacco, no alcohol, no drugs, and they must do community services. They will also be responsible in the caring of the property grounds.

I know that the rebuilding of the structures will enhance the neighborhood and surrounding neighborhoods and our city.

I wholeheartedly support the change in our neighborhood. I believe this change will be good for the entire neighborhood and that it will continue the mission of the founders of College Heights Baptist Church. To further the Gospel and to bless our city.

KH 06/05/2022

Sunday, June 5, 2022

To whom it may concern.

**District 3 Case 1427-A**
**4601, 4605 39th street and 4602 40th street, College Heights Addition.**

My name is **Dr Rickey Honea (**known as **Dr H or Preach)** and I have lived at **4605 39th street** for over **37 years.** I have a love for our church ministry, neighborhoods, and our city. I have been the Sr Pastor of College Heights Baptist Church located at **4601 39th street and 4602 40th street for 37 years** and I am still functioning as senior pastor at this time.

Even though we have closed the building and placed the property up for sale; for now, we have relocated our preaching ministry **to 8212 Ithaca in the Megaron building** on Sundays and Wednesdays. Please note that we are in the process of relocating to a place that we can afford. https://LYITL.org

For the record, I quit taking a salary in 1995 because the church was not able to maintain a financial salary for me. This has been a labor of love for me. I chose to keep pastoring and reaching out with the Gospel of Jesus Christ without pay to our neighborhoods and our city.

**Several factors influenced our decision to sell the property at 4601, 4605 39th street and 4602 40th street over the last 2 years:**

* Covid effected our ministry, and we were not able to assemble publicly.
(Being a small congregation), this was devastating to our ministry.
* Many of our members, experienced illness, death, and loss of jobs. This resulted in extreme loss of financial support to the point it has become impossible to maintain the building financially.
*As Sr pastor for over 37 years, I now have become extremely ill for the last 17 months from having shingles and then covid. I have been under a doctor's care, and I am not physically able to maintain the building and or the grounds. Nor do we have the manpower to do the same.
* The parking lot has been deteriorated considerably.
* The building at 4601 39th street needs many needed repairs.
* The building at 4605 39th street needs many needed repairs.

**It is our desire to have another ministry come in to continue the work of God for this area.**

There is a proposal from a non-profit group to build dormitories (not apartments) for students of the "Adventure in Missions" https://aim.sunset.bible program of the Sunset International Bible Institute. This is not apartments but dormitories of a great ministry.

The students will have curfews with no tobacco, no alcohol, no drugs, and they must do community services. They will also be responsible in the caring of the property grounds.

I know that the rebuilding of the structures will enhance the neighborhood and surrounding neighborhoods and our city.

Please note that I have added pictures of our properties at **4601 39th, 4605 39th street & 4602 40th**, our neighborhoods, and the cars that already line our streets in the neighborhood.

**I have also attached pictures (pages 3-19)** of properties in our neighborhood that do have apartments and that do complement the neighborhoods that we live in.

You will also see where Bethany Baptist church, just down the street from us, also has housing on their properties for workers.

I wholeheartedly support the change in our neighborhood. I believe this change will be good for the entire neighborhood and that it will continue the mission of the founders of College Heights Baptist Church. To have dormitories that are regulated, funded, and controlled by such a reputable organization and flourishing ministry as the Church of Christ, that they have proven over decades of serving our community and to have our community's best interest at heart.

That fact is, that the building and property is, and will be, for sale.

Whether a drug rehab, church, daycare etc... The property is up for sale.

There is no guarantee that any of our neighbors or ministries will be in the neighborhood in the days and years to come. With life, change will always happen.

It is my prayer and petition that you will pass this zoning change for **Case 1427-A.**

May God's will and grace lead us all, as we seek to bring glory and honor to Him.

To further the Gospel and to bless our city.
https://LYITL.org

Dr H ( Dr Rickey Honea ) Sr Pastor 806-438-4856
4605 39th street, Lubbock, Texas 79414-2811

To neighbors College Heights neighborhood and friends

My name is Clyde. My family has lived in this neighborhood since 1977 and have no plans to move from College Heights.

You may have received a letter from the City of Lubbock concerning a request for zoning change for the property now occupied by the College Heights Baptist Church. This faithful church has served this neighborhood since about 1950. However, times change and demographics shift. That change and shift has resulted in the church being closed.

There is a proposal from a not-for-profit group to build housing for students of the Adventures In Missions program of the Sunset International Bible Institute. I have been in discussion with the organizers of the project. They assure me of the quality of students who will occupy the dwellings.

I whole heartedly support this change in our neighborhood. I believe this change will be good for the neighborhood and continue the mission of the original founders of the church.

CR 05-23-22

This is a petition for the City of Lubbock Zoning Board to vote IN FAVOR OF A CHANGE to the zoning of 4601 & 4602 39th Street, known as "College Heights Baptist Church" FROM the existing zone of "2-Family Dwelling" TO "Multi-Family Dwelling." I have been informed of the new owners plans and I SUPPORT THIS CHANGE.

| | NAME | ADDRESS | PHONE NUMBER |
|---|---|---|---|
| 1 | Dr Ricky Honea | 4601 39th St | 806-438-4856 |
| 2 | Karin Honea | 4605 39th St | 806-401-7700 |
| 3 | Rita Gray | 4606 39th St | 806 445-2779 |
| 4 | Edward Martinez | 4615 39th St | 806 317-6603 |
| 5 | Jacinta Rocha | 4622 39th St | 806 789 3541 |
| 6 | Steve Overvider | 4604 39th st | 806 853-8313 |
| 7 | Dennis Harvey | 3909 SALEM | 806 793 5246 |
| 8 | Charles Hastings | 3541 35411 7L | 806 441-0888 |
| 9 | Sylvia Reyes | 4608 40th | 806-445-8459 |
| 10 | Clyde L Reams | 4618-40th | 806-441-5963 |
| 11 | Jordan Thompson | 4615-40th ST | 806-681-8941 |
| 12 | Morris T. George | 4611-40th | 806-241-0116 |
| 13 | Mark Iselin | 4609-40th | 806-549-2775 |
| 14 | | | |
| 15 | | | |
| 16 | | | |
| 17 | | | |
| 18 | | | |

This is a petition for the City of Lubbock Zoning Board to vote IN FAVOR OF A CHANGE to the zoning of 4601 & 4602 39th Street, known as "College Heights Baptist Church" FROM the existing zone of "2-Family Dwelling" TO "Multi-Family Dwelling." I have been informed of the new owners plans and I SUPPORT THIS CHANGE.

| | NAME | ADDRESS | PHONE NUMBER |
|---|---|---|---|
| 1 | Deborah S. Board | 4315 43rd St. 79414 | 806-317-2414 |
| 2 | Jim Cook | 4420 43rd St. 79414 | 817-253-7673 |
| 3 | [illegible] | 4511 43rd St 79414 | 806-473-5493 |
| 4 | [illegible] | 4511 43rd St 79414 | ↑ |
| 5 | Betty Tracy | 4420 43rd St. 79414 | 806-773-4738 |
| 6 | | | |
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AI# 10864
Regular City Council Meeting
07/26/2022:

6. 5.

## Information

### Agenda Item

**Public Hearing - Planning (District 3):** Consider a request for Zone Case 1615-N, a request of Home Depot, for a zone change from Commercial District (C-4) Specific Use for a Home Improvement Store with Enclosed Garden Center to Commercial District (C-4), at 5801 West Loop 289, located east of West Loop 289 and south of 58th Street, South Plains Addition, Tract C, and consider an ordinance.

### Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 7, 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 1615-N
Staff Report 1615-N
Documentation 1615-N

**ORDINANCE NO._____**

**AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 1615-N; A ZONING CHANGE FROM C-4 SPECIFIC USE WITH ENCLOSED GARDEN CENTER TO C-4 ZONING DISTRICT AT 5801 WEST LOOP 289, LOCATED EAST OF WEST LOOP 289 AND SOUTH OF 58TH STREET, SOUTH PLAINS ADDITION, TRACT C, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.**

**WHEREAS,** the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

**WHEREAS,** all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

**ZONE CASE NO. 1615-N**

**SECTION 1. THAT** Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-4 Specific Use with Enclosed Garden Center** to **C-4** zoning district at **5801 West Loop 289, located east of West Loop 289 and south of 58th Street, South Plains Addition, Tract C,** City of Lubbock, Lubbock County, Texas.

**SECTION 2. THAT** violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100

Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

**AND IT IS SO ORDERED.**

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

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

_____
**TRAY PAYNE, MAYOR**

**ATTEST:**

_____
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

Kristen Sager
Kristen Sager, Director of Planning

**APPROVED AS TO FORM:**

Kelli Leisure
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC1615-N
July 7, 2022

Planning Department
City of Lubbock

| Staff Report | Zone Case 1615-N |
|---|---|
| City Council Meeting | July 26, 2022 |

**Applicant** The Home Depot

**Property Owner** The Home Depot

**Council District** 3

**Recommendations**

- Staff recommends Approval.

**Prior Board or Council Action**

- September 11, 1958, Ordinance No. 2535: This property was annexed into city limits.
- April 23, 1959, Zone Case 763, Ordinance No. 2760: This property was zoned Single-Family District (R-1).
- July 10, 1969, Zone Case 1615, Ordinance No. 5681: This property was rezoned from R-1 to Two-Family District (R-2).
- October 10, 1974, Zone Case 1615-D, Ordinance No. 6977, & 6979: This property was rezoned from R-2 to General Retail District (C-3) Specific Use for a Shopping Center and tied to a site plan.
- September 12, 1985, Zone Case 1615-G, Ordinance No. 8815: An amended site plan was adopted.
- May 9, 1996, Zone Case 1615-H, Ordinance No. 9898: This property was rezoned from C-3 Specific Use for a Shopping Center to Commercial District (C-4) Specific Use for a Home Improvement Store with Enclosed Garden Center and other conditions.
- July 7, 2022, Zone Case 1615-N: The Planning and Zoning Commission recommended approval of a zone change from C-4 Specific Use for a Home Improvement Store with Enclosed Garden Center and other conditions to C-4 by a vote of 7-0-0.

**Notification Summary**

- Notifications Sent: 7
- Received In Favor: 0
- Received In Opposition: 0

**Site Conditions and History**

The property was platted in 1971 and the structure was built in 1996. The current Specific Use includes the following conditions:

1. That the outdoor display of portable buildings, plant material and garden and yard equipment shall be limited to the front sidewalk in a manner as to not effect pedestrian access or safety.
2. That 150 adjacent parking spaces to the South shall be used in conjunction with Home Depot.
3. That no product shall be stacked above exterior garden center chain link walls.

**Adjacent Property Development**

Properties to the east and south are zoned C-3 Specific Use for a Shopping Center and developed with parking lots, along with the South Plains Mall to the east. To the west across the Loop 289, is property zoned M-1 and developed with commercial uses. To the north is property zoned A-1 and C-2, developed with apartments and commercial properties.

**Zoning Request and Analysis**

*Item Summary*

The subject property is located at 5801 West Loop 289, east of West Loop 289 and south of 58th Street. The applicant is requesting a zone change to Commercial District C-4, in order to remove the existing Specific Use.

**Current zoning:** **Commercial District (C-4) Specific Use for a Home Improvement Store with Enclosed Garden Center**

**Requested zoning:** **Commercial District C-4**

*Intent Statements*
The intent of the current and proposed C-4 zoning is "…to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or federal highways. Because of the heavy commercial nature of the permitted uses, compatibility with adjacent residential areas should be carefully considered."

The intent of the current Specific Use zoning is "…to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used."

*Traffic Network/Infrastructure Impacts*
The location is along West Loop 289 which is designated as a Freeway, and 58th Street which is a Collector. 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, for movement within residential, commercial and industrial areas.

*Compatibility with Surrounding Property*
The proposed zone change is 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 Commercial Uses. The proposed zone change to C-4 would be in complete conformance with the Future Land Use plan as well as the Comprehensive Plan Principles.

*Conformance with Zoning Ordinance*
The proposed zone change is in conformance with the zoning ordinance. The property is located along a Freeway, which is an appropriate location for C-4 uses.

*Suitability of Property for Allowed Uses*
The property is suitable for commercial uses and additional infrastructure improvements would not be necessary.

**Attachments**

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documentation

**Staff Contacts**

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

# Case Information: Zone Case 1615-N

**Allowable Uses:** Commercial District (C-4)

**Transportation:** The proposed development has points of access from West Loop 289 and 58th Street.

| Thoroughfare | Existing | Per Thoroughfare Development Plan |
|---|---|---|
| West Loop 289, Freeway | R.O.W. 135 feet, 6 lane freeway, divided, paved. | R.O.W. 135 feet, 6 lane freeway, divided, paved. |
| 58th Street, Collector | R.O.W. 60 feet, 2 lane undivided, paved. | R.O.W. 64 feet, 2 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**

4.5 **District 3**

**Case 1615-N:** The Home Depot

Request for a zone change from Commercial District (C-4) Specific Use for a Home Improvement Store with Enclosed Garden Center to Commercial District (C-4), at:

- 5801 West Loop 289, located east of West Loop 289 and south of 58th Street, South Plains Addition, Tract C.

**PLANNER SHANE SPENCER** stated that there were seven (7) 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 the request.

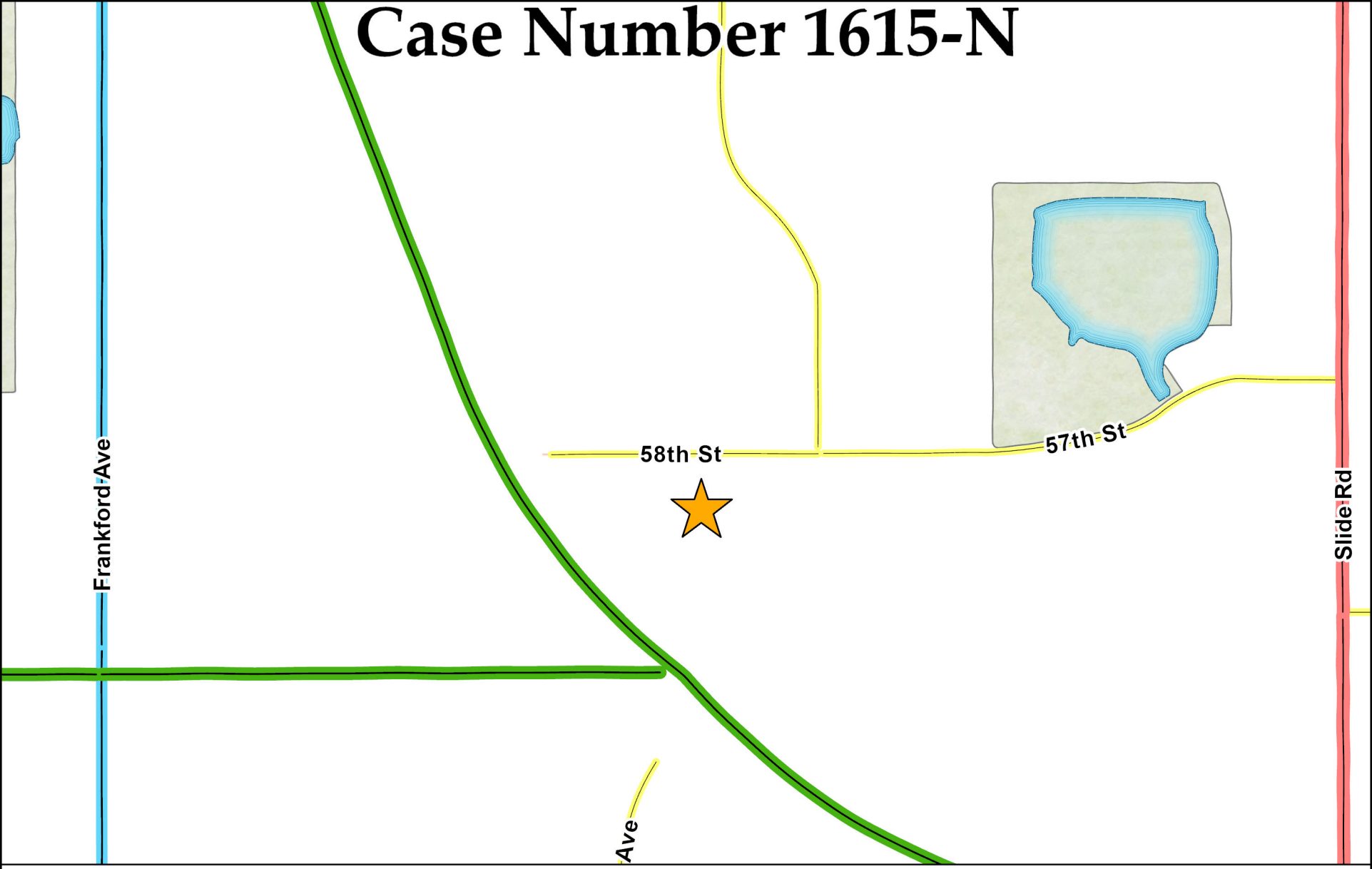
**BOARD MEMBER JAMES BELL** asked if the Home Depot was built today, if they would need a Specific Use. **MR. SPENCER** stated they would not need a Specific Use or conditions.

**APPLICANT**- was present, but did not want to comment.

No one spoke in opposition or in favor of the request.

In the matter of **Zone Case 1615-N,** a motion was made by **SUSAN TOMLINSON** and seconded by **JORDAN WHEATLEY** 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 1615-N




| Collector | Minor Arterial | Modified Arterial | Principal Arterial | Freeway |
|---|---|---|---|---|
| Completed | Completed | Partial | Completed | Completed |
| Partial | Partial | Future | Partial | Partial |
| Future | Future | | Future | Proposed Outer Loop |

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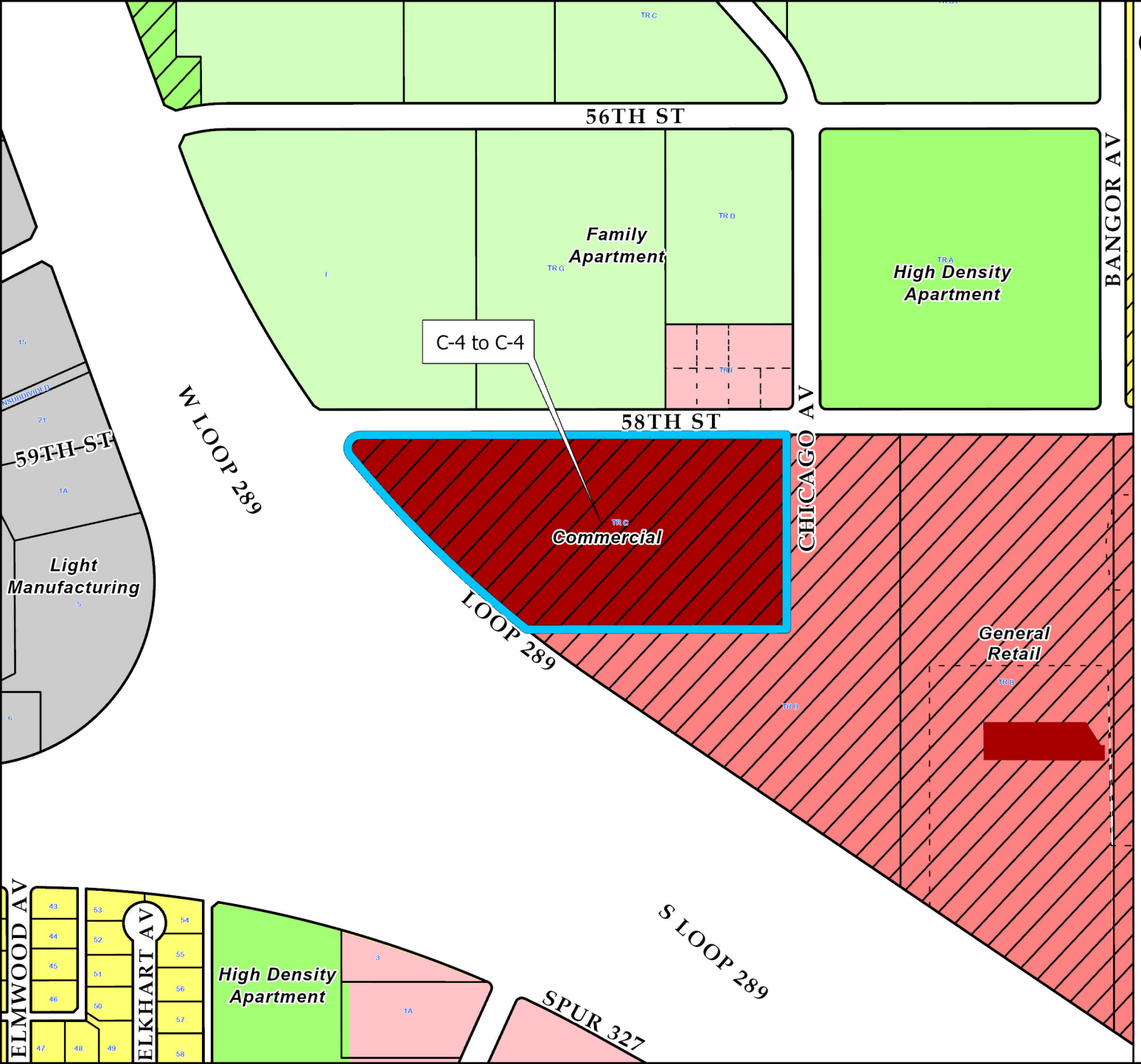
Date Exported: June 2022

# Case Number 1615-N






# Current Zoning

## 1615-N

### Zoning Districts

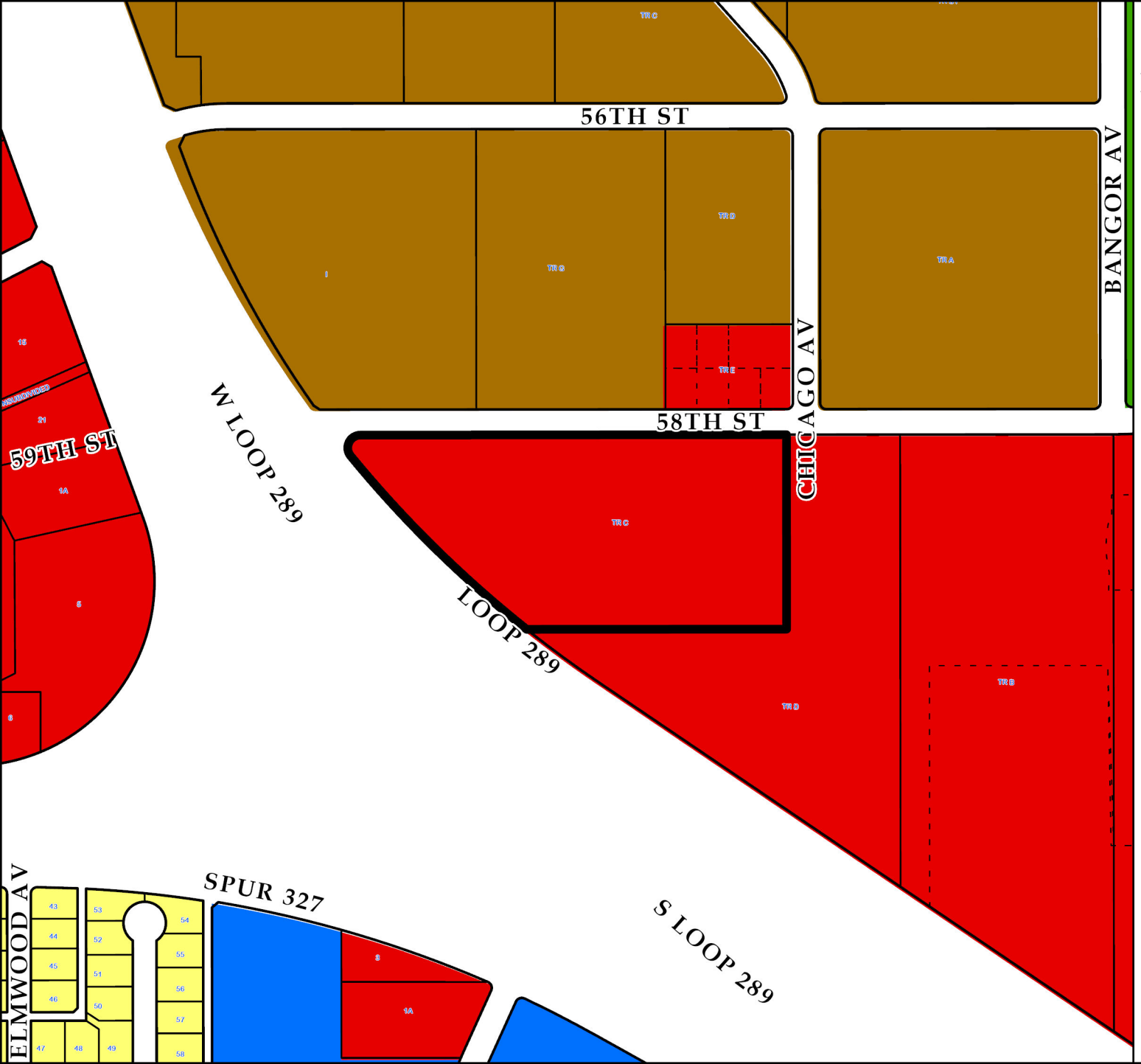
- Family Apartment
- High Density Apartment
- High Density Apartment Specific Use
- Local Retail
- General Retail Specific Use
- Commercial
- Commercial Specific Use
- Light Manufacturing
- Single Family
- Single Family Specific Use

N

0 200 400 Feet

City of Lubbock TEXAS

Date Exported: June 2022




# Future Land Use Plan
## Case 1615-N

### Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 200 400 Feet

City of Lubbock TEXAS

Date Exported: June 2022

# 1615-N




View to the north. Subject Property.



View to the east.



View to the south.



View to the west.

1615-N

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

**APPLICATION FOR ZONING CHANGE**

**Project Information**

Location or Address: 5801 W Loop 289, Lubbock TX 79414

Lots/Tracts:

Survey & Abstract:

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request:

Existing Land Use: Existing Zoning:

Requested Zoning: C-4

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

**Representative/Agent Information (if different from owner)**

Firm Name: The Home Depot

Name: Lisa Boyd

Address: 5801 W City: Lubbock State: TX

ZIP Code: 79414 Telephone: 806.765-1484 Email: lisa-boyd@homedepot.com

Applicant's Signature: LBond

Date: 5/24/22 Printed Name: Lisa Boyd

**Owner Information**

Firm Name: The Home Depot

Owner: The Home Depot

Address: 2455 Paces Ferry Road NW City: State:

ZIP Code: 30339 Telephone: 770-433-8211 Email: SSC.Phone/Extension_Search

Property Owner's Signature: LBond

Date: 5/23/22 Printed Name: Lisa Boyd

**Preparer Information**

Preparer's Signature: LBond

Date: 5/23/22 Printed Name: Lisa Boyd

**For City Use Only**

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

AI# 10865
Regular City Council Meeting 6. 6.
07/26/2022:

## Information

### Agenda Item

**Public Hearing - Planning (District 3):** Consider a request for Zone Case 1758-G, a request of Farzad Zahrouni, Lubbock Hookah Lounge for Plains Plaza Partnership, for a zone change from General Retail District (C-3) to Commercial District (C-4) Specific Use for a bar, at 5412 Slide Road, Suite 800, located south of 54th Street and west of Slide road, Buster Long Addition, Lot 109A, and consider an ordinance.

### Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 7, 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 1758-G
Staff Report 1758-G
Documentation 1758-G

**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. 1758-G; A ZONING CHANGE FROM C-3 TO C-4 SPECIFIC USE FOR A BAR, AT 5412 SLIDE ROAD, SUITE 800, LOCATED SOUTH OF 54TH STREET AND WEST OF SLIDE ROAD, BUSTER LONG ADDITION, LOT 109A, 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. 1758-G**

**SECTION 1. THAT** Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3** to **C-4 Specific Use** for **a bar** zoning district at **5412 Slide Road, Suite 800, located south of 54th Street and west of Slide road, Buster Long Addition, Lot 109A,** City of Lubbock, Lubbock County, Texas.

**SECTION 2. THAT** the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended,

including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-3** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **5412 Slide Road, Suite 800, located south of 54th Street and west of Slide road, Buster Long Addition, Lot 109A**, 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/ZC1758-G
July 7, 2022

Planning Department
City of Lubbock

| Staff Report | Zone Case 1758-G |
|---|---|
| City Council Meeting | July 26, 2022 |

**Applicant** Farzad Zahkouni- Lubbock Hookah Lounge

**Property Owner** Plains Plaza Partnership

**Council District** 3

**Recommendations**

- Staff recommends Approval of this request.

**Prior Board or Council Action**

- May 28, 1957, Ordinance No. 2535: The east side this property was annexed into city limits.
- August 22, 1957, Zone Case 648, Ordinance No. 2273: This property was zoned Single-Family District (R-1).
- September 11, 1958, Ordinance No. 2535: The west side of this property was annexed into city limits.
- October 14, 1971, Zone Case 1758, Ordinance No. 6177: This property was rezoned from R-1 to Local Retail District (C-2).
- June 9, 2005, Zone Case 1758-F, Ordinance No. 2005-O0057: This property was rezoned from C-2 to General Retail District (C-3).
- July 7, 2022, Zone Case 1758-G: The Planning and Zoning Commission recommended approval of a zone change from C-3 to Commercial District (C-4) Specific Use for a bar by a vote of 7-0-0.

**Notification Summary**

- Notifications Sent: 9
- Received In Favor: 0
- Received In Opposition: 0

**Site Conditions and History**

The property was originally platted as Buster Long Addition, Lots 109 and 110 on June 9, 1972, but was replatted as Lot 109-A on January 19, 2006. The existing retail center was built in 2007.

**Adjacent Property Development**

This property is surrounded by commercial buildings zoned Commercial District (C-4) and Local Retail District (C-2) to the north; commercial uses zoned Restricted Local Retail District (C-2A) to the east; a shopping center zoned General Retail District (C-3) to the south; and Buster Long Park zoned Single-Family District (R-1) to the west.

**Zoning Request and Analysis**

*Item Summary*

The subject property is located at 5412 Slide Road, Suite 800, south of 54th Street and west of Slide Road. The applicant is requesting a zone change from General Retail District (C-3) to Commercial District (C-4) Specific Use for a bar. This zone change would be limited to Suite 800.

**Current zoning:** **General Retail District (C-3)**

**Requested zoning:** **Commercial District (C-4) Specific Use for a bar**

*Intent Statements*
The intent of the current C-3 zoning is "…to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered."

The intent of the proposed C-4 zoning is "…to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or federal highways. 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 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 Slide Road, which is designated as a Principal Arterial and along 54th street, which is designated as a Local Street by the Master Thoroughfare Plan, 2018. Arterials are continuous routes whose function is to serve high volume needs of local and regional traffic. Local Streets provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

*Compatibility with Surrounding Property*
The proposed zone change and specific use are compatible with the surrounding area and will not change the character of the existing development.

*Conformance with Comprehensive Plan Principles and Future Land Use Map*
The Future Land Use Map designates this area for Commercial Use. The proposed zone change to C-4 would be consistent with the Future Land Use Plan as well as the Comprehensive Plan Principles.

*Conformance with Zoning Ordinance*
The proposed zone change and specific use are in conformance with the zoning ordinance. The property is located along a Principal Arterial and adjacent to other commercial zoning, which is an appropriate location for C-4 uses and specific use for a bar.

*Suitability of Property for Allowed Uses*
The property is suitable for commercial uses and a bar. Additional infrastructure improvements would not be necessary.

**Attachments**

A. Case Information
B. Thoroughfare Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documentation

**Staff Contacts**

Gregory Hernandez
Planner
Planning Department
806-775-3147
ghernandez@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

# Case Information: Zone Case 1758-G

**Allowable Uses:** Commercial District (C-4), Specific Use District

**Transportation:** The proposed development has point of access from 54th Street and Slide Road.

| Thoroughfare | Existing | Per Thoroughfare Development Plan |
|---|---|---|
| 54th Street, *Local Street, Completed* | R.O.W. 60 feet, two-lane, undivided, paved | R.O.W. 60 feet, two-lane, undivided, paved |
| Slide Road, Principal Arterial, Completed | R.O.W. 120 feet, seven-lane, undivided, paved | R.O.W. 120 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**

4.6 **District 3**

**Case 1758-G:** Farzad Zahrouni- Lubbock Hookah Lounge for Plains Plaza Partnership

Request for a zone change from General Retail District (C-3) to Commercial District (C-4) Specific Use for a bar, at:

- 5412 Slide Road, Suite 800, located south of 54th Street and west of Slide road, Buster Long Addition, Lot 109A.

**PLANNER GREG HERNANDEZ** stated there were nine (9) 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 the request.

**CHAIR ZACH SAWYER** asked if the request was to rezone the whole building. **MR. HERNANDEZ** answered the request only applies to Suite 800, not the entire building.

**BOARD MEMBER SUSAN TOMLINSON** asked what other businesses are in the shopping center, which the staff provided.

**APPLICANT VINNY MONDAVI** 4716 Cherokee Trail, Amarillo TX, representing his uncle, Mr. Zahrouni, advised he wants to be able to offer liquor at his establishment. Customers that come in ask for

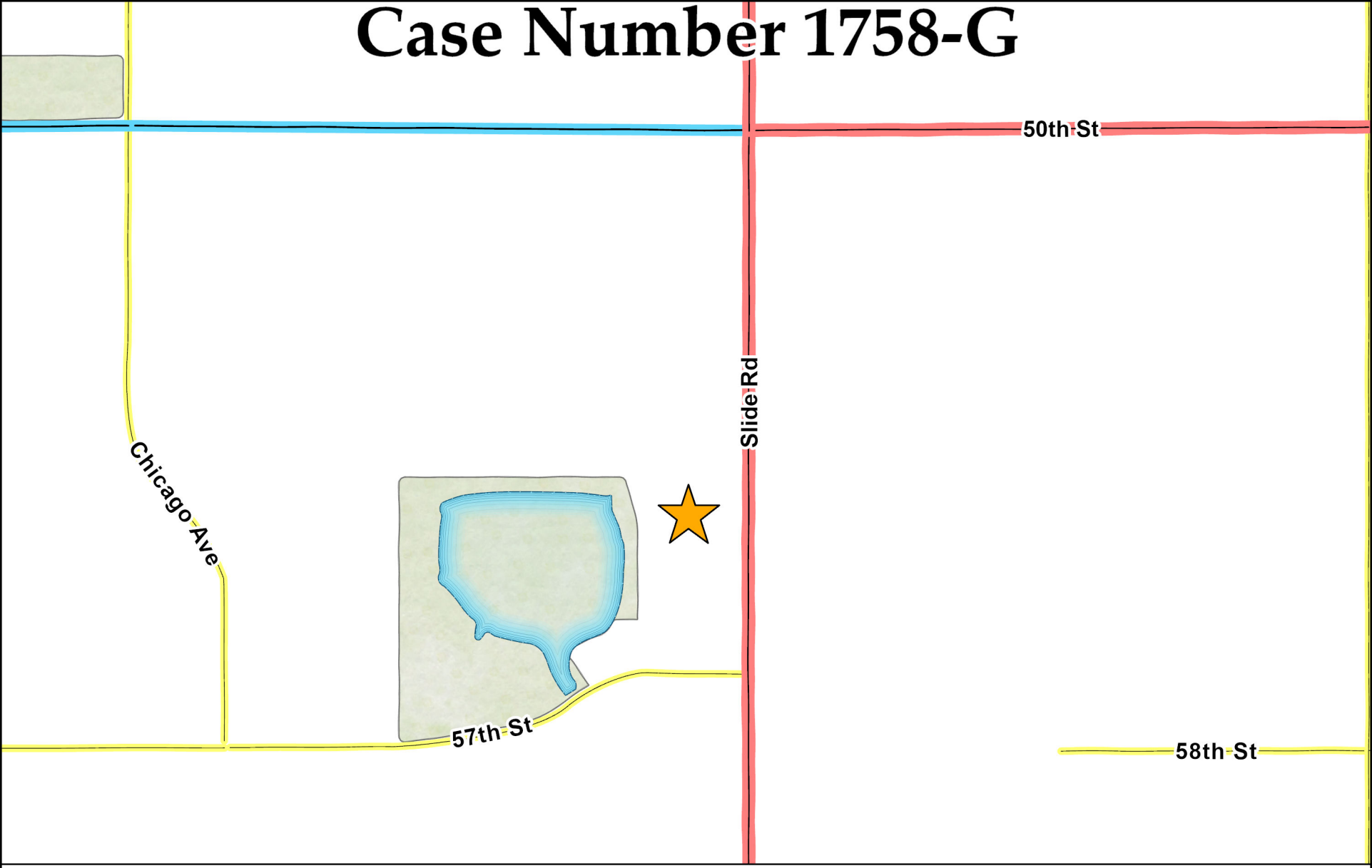
liquor and as soon as he tells them they cannot provide it, they turn around and leave. It is costing him business and money.

No one spoke in opposition to the request.

**FAVOR TREY STRANGE** 5145 Aberdeen Avenue, owner of the Silver Bullet, stated that he has known the owner since he has been in business. He owns a bar that is located within walking distance and is fine with another bar being in the same vicinity.

In the matter of **Zone Case 1758-G** a motion was made by **SUSAN TOMLINSON** and seconded by **TANNER NOBLE** 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 1758-G




| Collector | Minor Arterial | Modified Arterial | Principal Arterial | Freeway |
|---|---|---|---|---|
| Completed | Completed | Partial | Completed | Completed |
| Partial | Partial | Future | Partial | Partial |
| Future | Future | | Future | Proposed Outer Loop |

N
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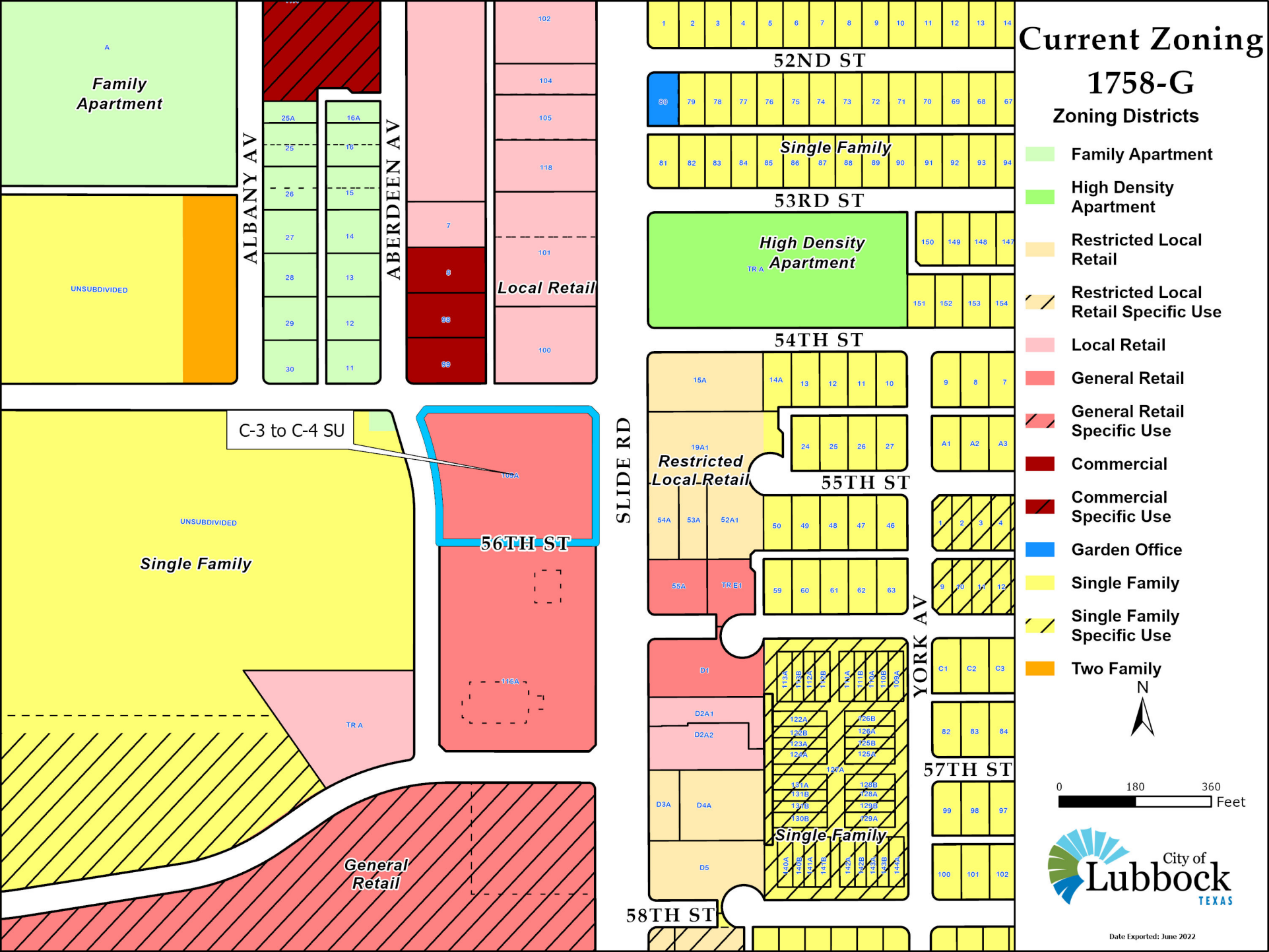
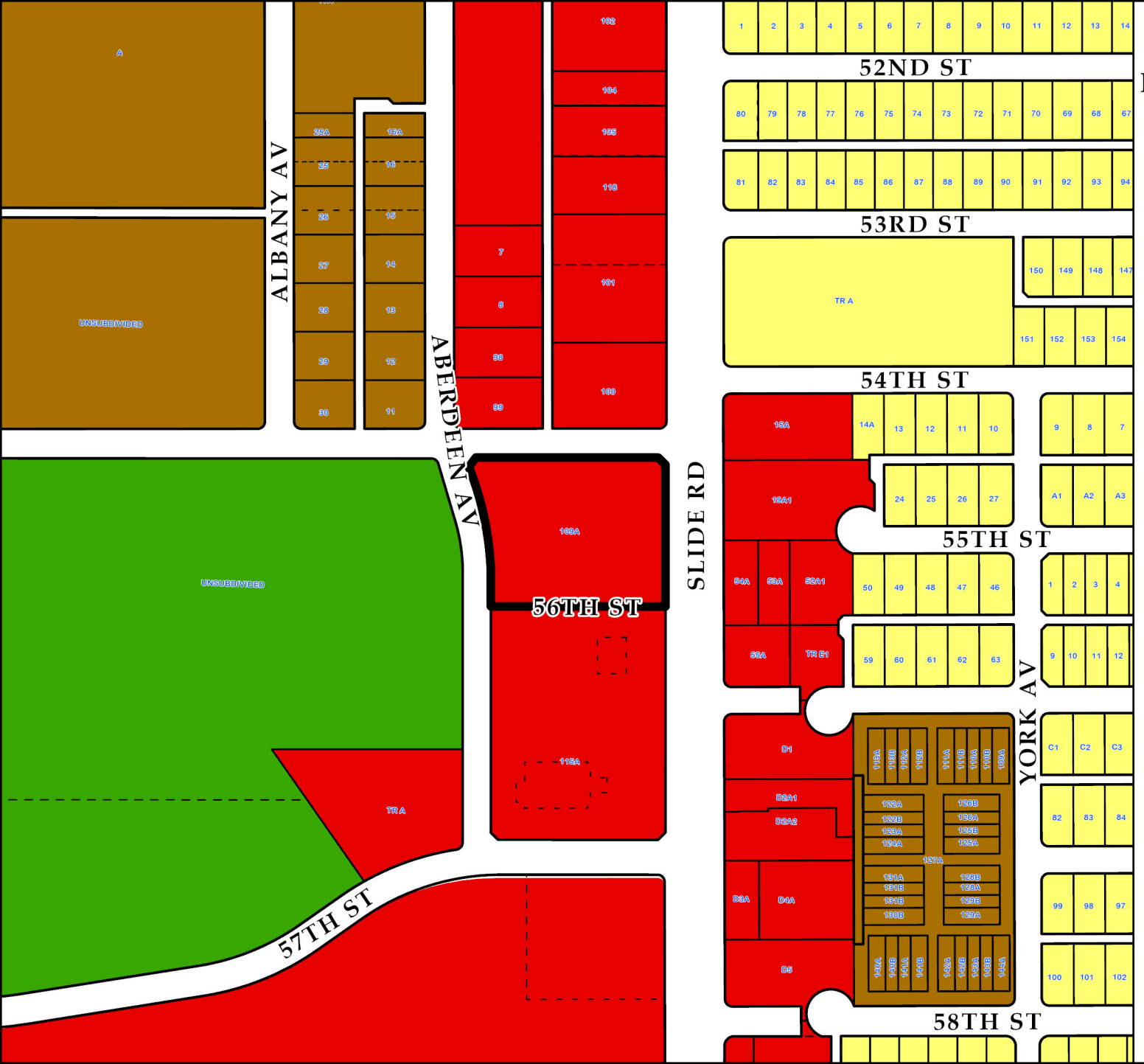
Date Exported: June 2022

# Case Number 1758-G




Current Zoning
1758-G
Zoning Districts
Family Apartment
High Density Apartment
Restricted Local Retail
Restricted Local Retail Specific Use
Local Retail
General Retail
General Retail Specific Use
Commercial
Commercial Specific Use
Garden Office
Single Family
Single Family Specific Use
Two Family
N
0
180
360
Feet
City of Lubbock TEXAS
Date Exported: June 2022
Family Apartment
ALBANY AV
ABERDEEN AV
SLIDE RD
YORK AV
52ND ST
53RD ST
54TH ST
55TH ST
56TH ST
57TH ST
58TH ST
High Density Apartment
Local Retail
Restricted Local Retail
Single Family
General Retail
C-3 to C-4 SU
UNSUBDIVIDED
TR A




# Future Land Use Plan
## Case 1758-G

### Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

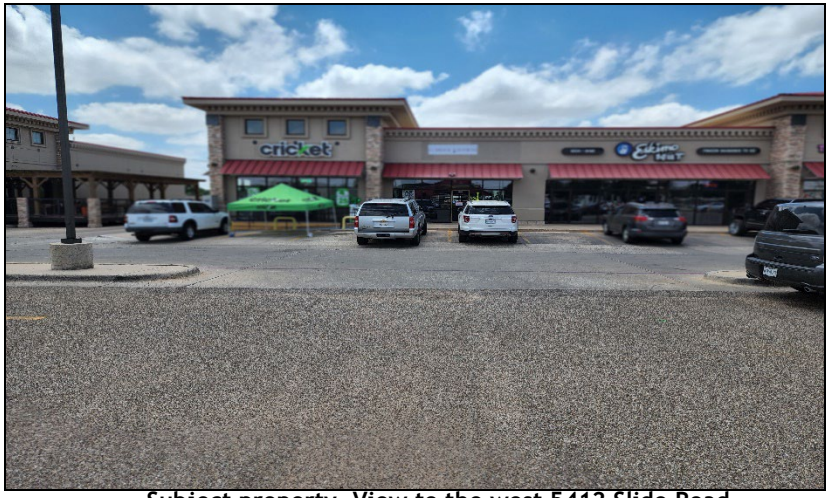
N

0 180 360 Feet

City of Lubbock TEXAS

Date Exported: June 2022

# 1758-G




Subject property. View to the west 5412 Slide Road Suite:800.



View to the south.



View to the east.




View to the north.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

# APPLICATION FOR ZONING CHANGE

## Project Information

Location or Address: 5412 Slide RD #800

Lots/Tracts: Lot 9 Buster Long Addition

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☒ Total Acreage of Request: _____

Existing Land Use: Shopping Center Existing Zoning: C-3

Requested Zoning: C-4 for Space #800

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

## Representative/Agent Information (if different from owner)

Firm Name: FARZAD ZAHROUNI - LUBBOCK HOOKAH LOUNGE

Name: _____

Address: 1323 60th ST City: LUBBOCK State: TX

ZIP Code: 79412 Telephone: 806-500-0979 Email: _____

Applicant's Signature: _____

Date: 5/18/2022 Printed Name: FARZAD ZAHROUNI

## Owner Information

Firm Name: Plains Plaza Partnership

Owner: Gerald Long / Betty Hargis

Address: 5106 B Slide Rd City: Lubbock State: TX

ZIP Code: 79414 Telephone: 806-789-8676 Email: Lisaq@nts-online.net

Property Owner's Signature: Gerald Long

Date: 5-19-22 Printed Name: GERALD LONG

## Preparer Information

Preparer's Signature: _____

Date: _____ Printed Name: _____

## For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

## Information

### Agenda Item

**Public Hearing - Planning (District 3):** Consider a request for Zone Case 1771-C, a request of Big Cat Properties, Inc. for Buslon, Inc., for a Specific Use for a Game Room on property zoned Commercial District (C-4), at 5145 Aberdeen Avenue, located east of Aberdeen Avenue and north of 54th Street, Buster Long Addition, Lots 8, 98, and 99, and consider an ordinance.

### Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 7, 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 1771-C
Staff Report 1771-C
Documentation 1771-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. 1771-C; A ZONING CHANGE FROM C-4 TO C-4 SPECIFIC USE FOR A GAME ROOM, AT 5145 ABERDEEN AVENUE, LOCATED EAST OF ABERDEEN AVENUE AND NORTH OF 54TH STREET, BUSTER LONG ADDITION, LOTS 8, 98, AND 99, 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. 1771-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 **C-4** to **C-4 Specific Use** for **a game room** zoning district at **5145 Aberdeen Avenue, located east of Aberdeen Avenue and north of 54th Street, Buster Long Addition, Lots 8, 98, and 99,** 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 **5145 Aberdeen Avenue, located east of Aberdeen Avenue and north of 54th Street, Buster Long Addition, Lots 8, 98, and 99**, 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/ZC1771-C
July 7, 2022

Planning Department
City of Lubbock

| Staff Report | Zone Case 1771-C |
|---|---|
| City Council Meeting | July 26, 2022 |

**Applicant** Big Cat Properties, Inc.

**Property Owner** Buslon, Inc.

**Council District** 3

**Recommendations**

- Staff recommends Approval.

**Prior Board or Council Action**

- September 11, 1958, Ordinance No. 2535: The property was annexed and zoned Single-Family District (R-1).
- November 11, 1971, Zone Case 1771, Ordinance No. 6216: This property was rezoned from R-1 to Family Apartment District (A-1).
- July 10, 1980, Zone Case 1771-A, Ordinance No. 8065: This property was rezoned from A-1 to Local Retail District (C-2).
- June 12, 1997, Zone Case 1771-B, Ordinance No. 9994: This property was rezoned from C-2 to Commercial District (C-4) limited to trailer/truck rental, moving supply sales, and all permitted C-2 uses.
- July 7, 2022, Zone Case 1771-C: The Planning and Zoning Commission recommended approval of a Specific Use for a game room on property zoned C-4 by a vote of 7-0-0

**Notification Summary**

- Notifications Sent: 10
- Received In Favor: 0
- Received In Opposition: 0

**Site Conditions and History**

This property was platted as Buster Long Addition, Lots 8, 98, and 99 on July 17, 1981. The commercial structure was built in 1982.

**Adjacent Property Development**

This property is surrounded by apartments zoned Family Apartment District (A-1) to the west, commercial businesses zoned Local Retail District (C-2) to the east, vacant land zoned C-2 to the north, and a shopping center zoned General Retail District (C-3) to the south.

**Zoning Request and Analysis**

*Item Summary*

The subject property is addressed as 5145 Aberdeen Avenue, east of Aberdeen Avenue and north of 54th Street. The applicant is requesting a Specific Use for a Game Room on property zoned C-4.

**Current zoning:** **Commercial District (C-4)**

**Requested zoning:** **Specific Use for a Game Room**

*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 is "…To provide limited flexibility for modern urban design, additional uses in this district are provided in the "specific use" section of this ordinance."

*Traffic Network/Infrastructure Impacts*
The property is located east of Aberdeen Avenue and north of 54th Street, which are designated as local streets. Local streets typically 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 appropriate on property zoned C-4.

*Suitability of Property for Allowed Uses*
The property is suitable for the proposed use and should not require additional public improvements to support the intensity of this use.

**Attachments**

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Photos
F. 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 1771-C

**Allowable Uses:** Commercial District (C-4)

Specific Use

**Transportation:** The proposed development has a point of access from 54th Street.

| Thoroughfare | Existing | Per Thoroughfare Development Plan |
|---|---|---|
| 54th Street *Local Street* | R.O.W. 60 feet, two-lane, paved | R.O.W. 60 feet, two-lane, paved |
| Aberdeen Avenue *Local Street* | R.O.W. 60 feet, two-lane, paved | R.O.W. 60 feet, two-lane, paved |

**Engineering Comments:** No comments.

**Public Works Comments:** No comments.

**Building Safety Comments:** No comments.

**Fire Marshal Comments:** No comments.

**Draft Planning and Zoning Commission Minutes**

4.7 **District 3**

**Case 1771-C:** Big Cat Properties, Inc. for Buslon, Inc.

Request for a Specific Use for a Game Room on property zoned Commercial District (C-4), at:

- 5145 Aberdeen Avenue, located east of Aberdeen Avenue and north of 54th Street, Buster Long Addition, Lots 8, 98, and 99.

**PLANNER CASSIE BERMEA** stated there were ten (10) 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 the request.

**CHAIR ZACH SAWYER** asked for clarification on which direction the property fronts. Staff advised it fronts the apartments to the west.

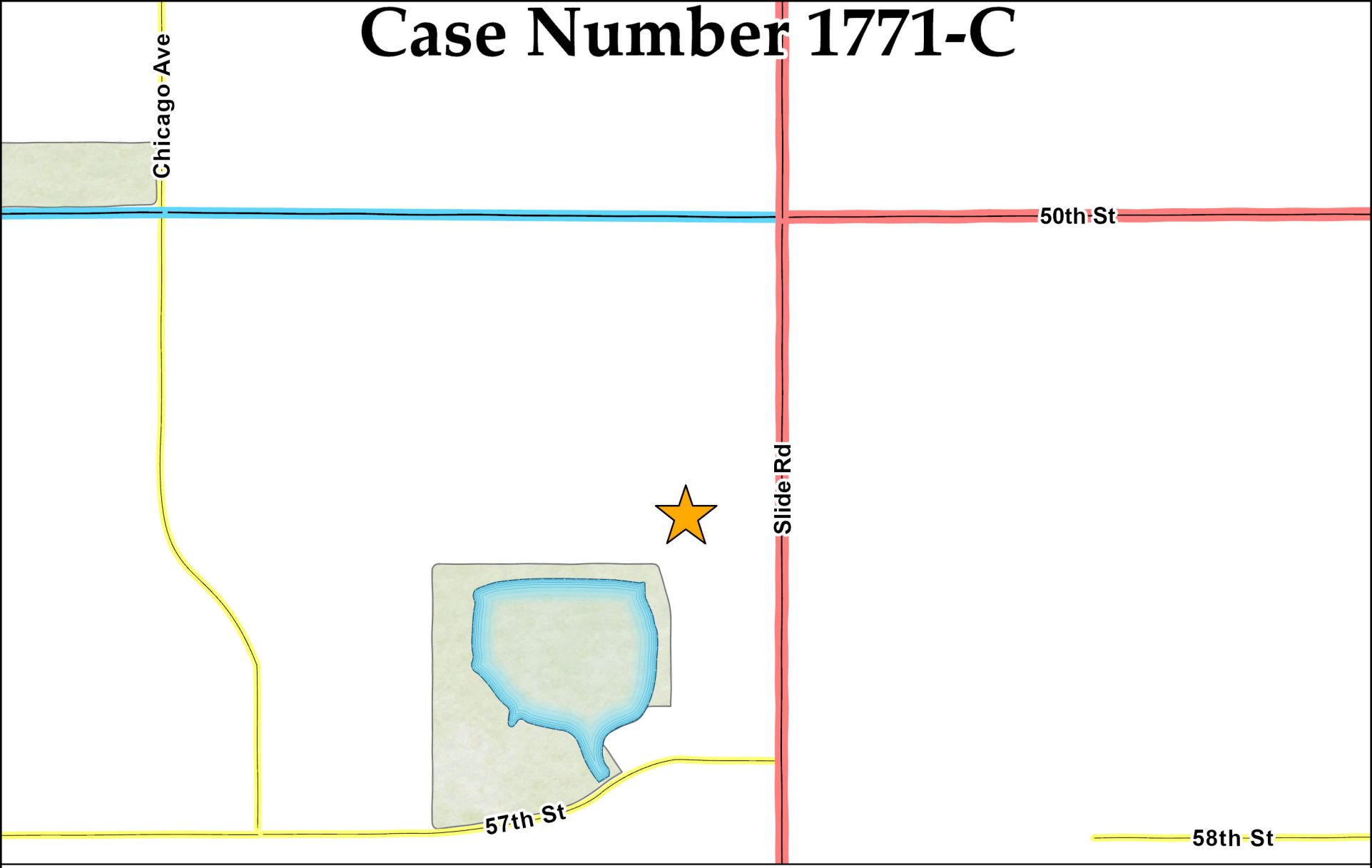
**APPLICANT TREY STRANGE** 5145 Aberdeen Avenue, advised he purchased the business on March 9, 2020 then due to Covid-19, he had to shut down for six months. He wants to add pool tables, jukeboxes, and Golden Tee video games to the business. It is a sports bar and they are celebrating its 40 year anniversary in September.

No one spoke in opposition or in favor of the request.

**BOARD MEMBER JAMES BELL** added that a lot of work has been done to the building since Mr. Strange has owned it.

In the matter of Zone Case **1771-C,** a motion was made by **JAMES BELL** and seconded by **BRANDON HARDAWAY** 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 1771-C



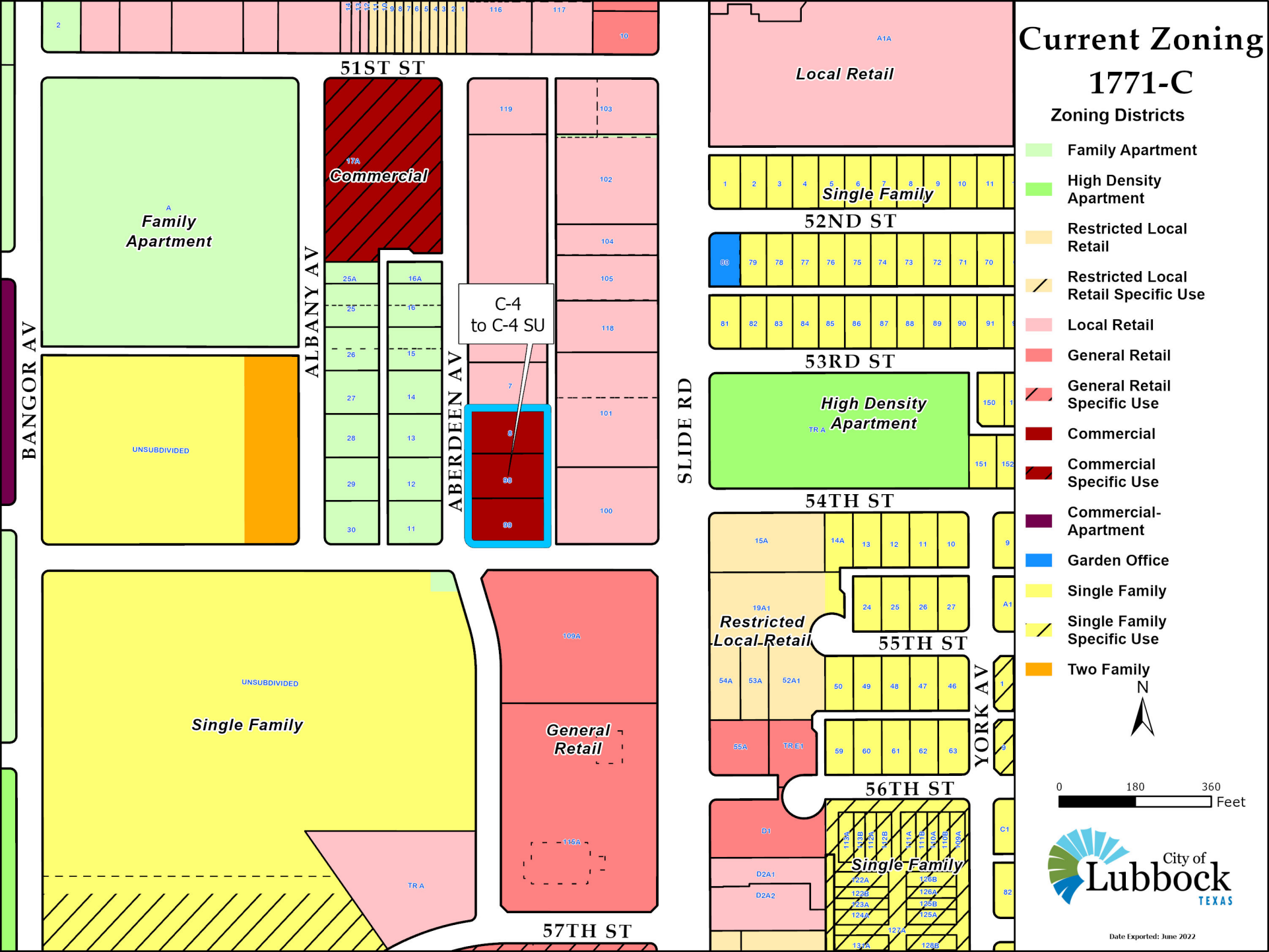

| Collector | Minor Arterial | Modified Arterial | Principal Arterial | Freeway |
|---|---|---|---|---|
| Completed | Completed | Partial | Completed | Completed |
| Partial | Partial | Future | Partial | Partial |
| Future | Future | | Future | Proposed Outer Loop |

N
W E
S

Date Exported: June 2022

# Case Number 1771-C




Current Zoning
1771-C
Zoning Districts
Family Apartment
High Density Apartment
Restricted Local Retail
Restricted Local Retail Specific Use
Local Retail
General Retail
General Retail Specific Use
Commercial
Commercial Specific Use
Commercial-Apartment
Garden Office
Single Family
Single Family Specific Use
Two Family
N
0
180
360
Feet
City of Lubbock TEXAS
Date Exported: June 2022
51ST ST
52ND ST
53RD ST
54TH ST
55TH ST
56TH ST
57TH ST
BANGOR AV
ALBANY AV
ABERDEEN AV
SLIDE RD
YORK AV
C-4
to C-4 SU
Family Apartment
Commercial
Local Retail
Single Family
High Density Apartment
Restricted Local Retail
General Retail
UNSUBDIVIDED



North View



East View- Subject Property



South View.



West View.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

# APPLICATION FOR ZONING CHANGE

## Project Information

Location or Address: 5145 Aberdeen Ave Lubbock, Tx 79414

Lots/Tracts:

Survey & Abstract:

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request:

Existing Land Use: Commercial Existing Zoning: C4

Requested Zoning:

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

## Representative/Agent Information (if different from owner)

Firm Name: Big Cat Properties, Inc

Name: Silver Bullet Sports Grill & Bar

Address: 5145 Aberdeen Ave City: Lubbock State: TX

ZIP Code: 79414 Telephone: 806-782-4393 Email: trey.strange@mail.com

Applicant's Signature: Russell H Strange III

Date: 5-25-22 Printed Name: Russell H Strange III

## Owner Information

Firm Name: Buslon INC

Owner: Gerald Long

Address: 5106 B Slide Rd City: Lubbock State: Tx

ZIP Code: 79414 Telephone: 806 789-8676 Email:

Property Owner's Signature: Gerald Long

Date: 5-25-22 Printed Name: Gerald LONG

## Preparer Information

Preparer's Signature: Russell H Strange III

Date: 5-25-22 Printed Name: Russell H Strange III

## For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

AI# 10867
Regular City Council Meeting
07/26/2022:

6. 8.

## Information

### Agenda Item

**Public Hearing - Planning (District 4):** Consider a request for Zone Case 3465, a request of Hugo Reed & Associates, Inc. for Loop 88, LLC, for a zone change from Transition District (T) to Interstate Highway Industrial District (IHI), Family Apartment District (A-1) and Reduced Setback Single-Family District (R-1A) Specific Use for Garden Homes, at 401 146th Street and 202 East 146th Street, located north of Woodrow Road and east of U.S. Highway 87, on 758.9 acres of unplatted land out of Block E, Sections 19 and 20, and consider an ordinance.

### Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 7, 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 3465
Staff Report 3465
Documentation 3465

**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. 3465; A ZONING CHANGE FROM T TO IHI, A-1 AND R-1A SPECIFIC USE FOR GARDEN HOMES, AT 401 146TH STREET AND 202 EAST 146TH STREET, LOCATED NORTH OF WOODROW ROAD AND EAST OF U.S. HIGHWAY 87, ON 758.9 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTIONS 19 AND 20, 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. 3465**

**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 **IHI, A-1 and R-1A Specific Use** for **Garden Homes** zoning district at 401 146th Street and **202 East 146th Street, located north of Woodrow Road and east of U.S. Highway 87, on 758.9 acres of unplatted land out of Block E, Sections 19 and 20,** 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 **T** 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 **401 146th Street and 202 East 146th Street, located north of Woodrow Road and east of U.S. Highway 87, on 758.9 acres of unplatted land out of Block E, Sections 19 and 20**, 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/ZC3465
July 7, 2022

LAND SURVEYORS
CIVIL ENGINEERS

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

# EXHIBIT "A"

## PROPOSED R1-A SPECIFIC USE FOR GARDEN HOMES ZONING

METES AND BOUNDS DESCRIPTION of an approximate 699.1 acre tract of land located in Sections 19 & 20, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Southeast corner of this tract which bears N. 88°12'57" W. an approximate distance of 65.0 feet and N. 01°49'57" E. an approximate distance of 65.0 feet from the Southeast corner of Section 19, Block E;

THENCE N. 88°12'57" W. an approximate distance of 5230.0 feet to a point for the Southwest corner of this tract;

THENCE N. 01°53'40" E. an approximate distance of 1251.6 feet to a point;

THENCE N. 88°10'25" W. an approximate distance of 1182.0 feet to a point;

THENCE N. 01°53'40" E. an approximate distance of 268.0 feet to a point;

THENCE N. 11°44'14" W. an approximate distance of 1329.6 feet to a point;

THENCE N. 78°15'46" E. an approximate distance of 494.3 feet to a point;

THENCE N. 01°53'40" E. an approximate distance of 290.3 feet to a point;

THENCE N. 22°48'57" E. an approximate distance of 583.9 feet to a point;

THENCE N. 01°47'40" E. an approximate distance of 1381.3 feet to a point for the Northwest corner of this tract;

THENCE S. 88°08'59" E. an approximate distance of 809.0 feet to a point;

THENCE S. 88°12'20" E. an approximate distance of 3719.8 feet to a point for the most Northerly Northeast corner of this tract;

THENCE S. 01°49'37" W. an approximate distance of 355.5 feet to a point;

THENCE S. 88°10'23" E. an approximate distance of 1504.6 feet to a point for the most Easterly Northeast corner of this tract;

THENCE S. 01°49'57" W. an approximate distance of 4787.2 feet to the Point of Beginning.

**PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.**

Prepared for Loop 88 LLC
Contains: 699.1 Acres
June 1, 2022

LAND SURVEYORS
CIVIL ENGINEERS

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

# EXHIBIT "A"

# PROPOSED A-1 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 5.3 acre tract of land located in Section 20, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Southwest corner of this tract which bears N. 88°10'25" W. an approximate distance of 1271.8 feet and N. 01°49'35" E. an approximate distance of 1316.6 feet from the Southeast corner of Section 20, Block E;

THENCE N. 11°44'14" W. an approximate distance of 1568.6 feet to a point for the Northwest corner of this tract;

THENCE N. 78°15'46" E. an approximate distance of 152.0 feet to a point for the Northeast corner of this tract;

THENCE S. 11°44'14" E. an approximate distance of 1329.6 feet to a point;

THENCE S. 01°53'40" W. an approximate distance of 268.0 feet to a point for the Southeast corner of this tract

THENCE N. 88°10'25" W. an approximate distance of 91.4 feet to the Point of Beginning.

**PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.**

Prepared for Loop 88 LLC
Contains: 5.3 Acres
June 1, 2022

LAND SURVEYORS
CIVIL ENGINEERS

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

# EXHIBIT "A"

# PROPOSED IHI ZONING

METES AND BOUNDS DESCRIPTION of an approximate 54.5 acre tract of land located in Section 20, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Southeast corner of this tract which bears N. 88°10'25" W. an approximate distance of 1271.8 feet and N. 01°49'35" E. an approximate distance of 1316.6 feet from the Southeast corner of Section 20, Block E;

THENCE N. 88°10'25" W. an approximate distance of 617.2 feet to a point for the Southwest corner of this tract;

THENCE N. 11°44'14" W. an approximate distance of 1736.2 feet to a point of curvature;

THENCE Northwesterly, along a curve to the right, said curve having a radius of 5729.58 feet, a central angle of 13°40'00", a chord distance of 1363.4 feet and a chord bearing of N. 04°58'59" W. to a point of tangency;

THENCE N. 01°50'40" E. an approximate distance of 852.3 feet to a point for the Northwest corner of this tract;

THENCE S. 88°08'59" E. an approximate distance of 600.0 feet to a point for the Northeast corner of this tract;

THENCE S. 01°50'40" W. an approximate distance of 853.3 feet to a point of curvature;

THENCE Southeasterly, along a curve to the left, said curve having a radius of 5130.00 feet, a central angle of 13°34'55", a chord distance of 1213.2 feet and a chord bearing of S. 04°56'47" E. to a point of tangency;

THENCE S. 11°44'14" E. an approximate distance of 1888.9 feet to the Point of Beginning.

**PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.**

Prepared for Loop 88 LLC
Contains: 54.5 Acres
June 1, 2022

Planning Department
City of Lubbock

| Staff Report | Zone Case 3465 |
|---|---|
| City Council Meeting | July 26, 2022 |

**Applicant** Hugo Reed & Associates, Inc.

**Property Owner** Loop 88, LLC

**Council District** 4

**Recommendations**

- Staff recommends Approval.

**Prior Board or Council Action**

- February 22, 2022, Ordinance No. 2022-O0021: This property was annexed and zoned Transition District (T).
- July 7, 2022, Zone Case 3465: The Planning and Zoning Commission recommended approval of a zone change from Transition (T) to Interstate Highway Industrial (IHI), Family Apartment District (A-1) and Reduced Setback Single-Family District (R-1A) Specific Use for Garden Homes by a vote of 7-0-0.

**Notification Summary**

- Notifications Sent: 24
- Received In Favor: 0
- Received In Opposition: 3

**Site Conditions and History**

The subject properties are farmland and consist of 758.9 acres of unplatted land out of Block E, Sections 19 and 20.

**Adjacent Property Development**

To the north of the subject property is farm land. To the east is an asphalt plant along with some residential homes and farm land. To the south is a wine cellar, some residential homes and farm land. To the west is U.S. Highway 87. All land surrounding the property is outside of the city limits, with the exception of a small area west of Highway 87, which is vacant land zoned Transition District (T).

**Zoning Request and Analysis**

*Item Summary*

The subject property is addressed as 401 146th Street and 202 East 146th Street, located north of East Woodrow Road and east of U.S. Highway 87. The applicant requests a zone change from Transition District (T) to Interstate Highway Industrial District (IHI), Family Apartment District (A-1), and Reduced Setback Single-Family District (R-1A) Specific Use for Garden Homes.

**Current zoning:** **Transition District (T)**

**Requested zoning:** **Interstate Highway Industrial District (IHI), Family Apartment District (A-1), and Reduced Setback Single-Family District (R-1A) Specific Use for Garden Homes.**

*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 IHI zoning is, "… to provide for planned, quality industrial development within the interstate corridor so that persons entering the city along the corridor have a good first impression, and to maintain a quality appearance which will stabilize or increase real property values."

The intent of the proposed A-1 zoning is, "… to promote medium-density, multiple-occupancy development. The regulations are designed to promote family-oriented development which provides the occupants with the proper environmental quality, and compatibility with lower-density development. The purpose of this district is not to isolate multi-family units, but to encourage compatible residential land uses through effective planning and urban design. When adjacent to "RR," "R-1," "R-1A," or "R-2" zoned property, the proposed development in this district shall be so designed to provide for maximum compatibility with 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 proposed R-1A zoning is, "… to promote orderly and proper development of single-family residential units, to protect established and future single-family residential developments from inharmonious and harmful land uses, and to provide a "quality environment" for the residents of the district and city."

The intent of the proposed Specific Use zoning is, "…to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used. The regulations require specific site planning on all aspects of proposed development to ensure that any variations of land uses or land use standards will be in harmony with the purposes and objectives of the zoning ordinance."

*Traffic Network/Infrastructure Impacts*
The proposed rezoning location is along U.S. Highway 87, 146th Street, County Road 2500, and East Woodrow Road. U.S. Highway 87 is designated as a Freeway and 146th Street, County Road 2500, and East Woodrow Road are designated as Principal Arterials 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. Arterial streets are continuous routes whose function is to serve high volume needs of local and regional traffic.

*Compatibility with Surrounding Property*
The proposed zoning is compatible with the surrounding area 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 A-1 and IHI is not consistent with this designation, the majority of the development will be garden homes. The IHI zoning along Highway 87 would be appropriate next to an Interstate Highway and the A-1 zoning would act as a buffer between the IHI and R-1A.

*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 need additional public improvements to support the intensity of uses described in A-1, IHI and R-1A zoning districts. The property will need to be platted before any building permits are issued.

**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

**Allowable Uses:** Interstate Highway Industrial District (IHI), Family Apartment District (A-1), Reduced Setback Single-Family District (R-1A), Specific Use District

**Transportation:** The proposed development has point of access from U.S. Highway 87, East 146th, County Road 2500 and East Woodrow Road.

| Thoroughfare | Existing | Per Thoroughfare Development Plan |
|---|---|---|
| U.S. Highway 87, *Freeway, Completed* | R.O.W. 120 feet, four-lane, undivided, paved | R.O.W. 120 feet, four-lane, undivided, paved |
| East 146th Street, Principal Arterial, Partially Completed | R.O.W. 32 feet, two-lane, undivided, paved | R.O.W. 110 feet, five-lane, undivided, paved |
| County Road 2500, Principal Arterial, Future | R.O.W. 50 feet, two-lane, undivided, paved | R.O.W. 110 feet, five-lane, undivided, paved |
| East Woodrow Road, Principal Arterial, Future | R.O.W. 30 feet, two-lane, undivided, paved | R.O.W. 110 feet, five-lane, undivided, paved |

**Engineering Comments:** No comments.

**Public Works Comments:** No comments.

**Building Safety Comments:** No comments.

**Fire Marshal Comments:** No comments.

**Draft Planning and Zoning Commission Minutes**

4.8 **District 4**

**Case 3465:** Hugo Reed & Associates, Inc. for Loop 88, LLC

Request for a zone change from Transition District (T) to Interstate Highway Industrial District (IHI), Family Apartment District (A-1) and Reduced Setback Single-Family District (R-1A) Specific Use for Garden Homes, at:

- 401 146th Street and 202 East 146th Street, located north of Woodrow Road and east of U.S. Highway 87, on 758.9 acres of unplatted land out of Block E, Sections 19 and 20.

**PLANNER ASHLEY PADILLA** stated there were twenty-four (24) notifications sent out and three (3) returned in opposition. The three that sent in replies cited their concerns are trash, traffic, and noise. They

really just want the area to continue to be farmland. Staff shared the location of the property including pictures, and maps, and discussed the surrounding property. Staff recommends approval of the request.

**APPLICANT TERRY HOLEMAN** 1601 Avenue N, Hugo Reed and Associates, Inc., representing Loop 88 Development, stated this property is more than 800 acres which was annexed earlier this year. The name of the development is Estrata. The preliminary plat was approved with the consent agenda. This is the first major residential project east of US Highway 87.

**CHAIR ZACH SAWYER** asked if the property to the northwest corner was owned by Loop 88. Mr. Holeman answered yes, but that is the remaining playa lake, so there is no reason to rezone it.

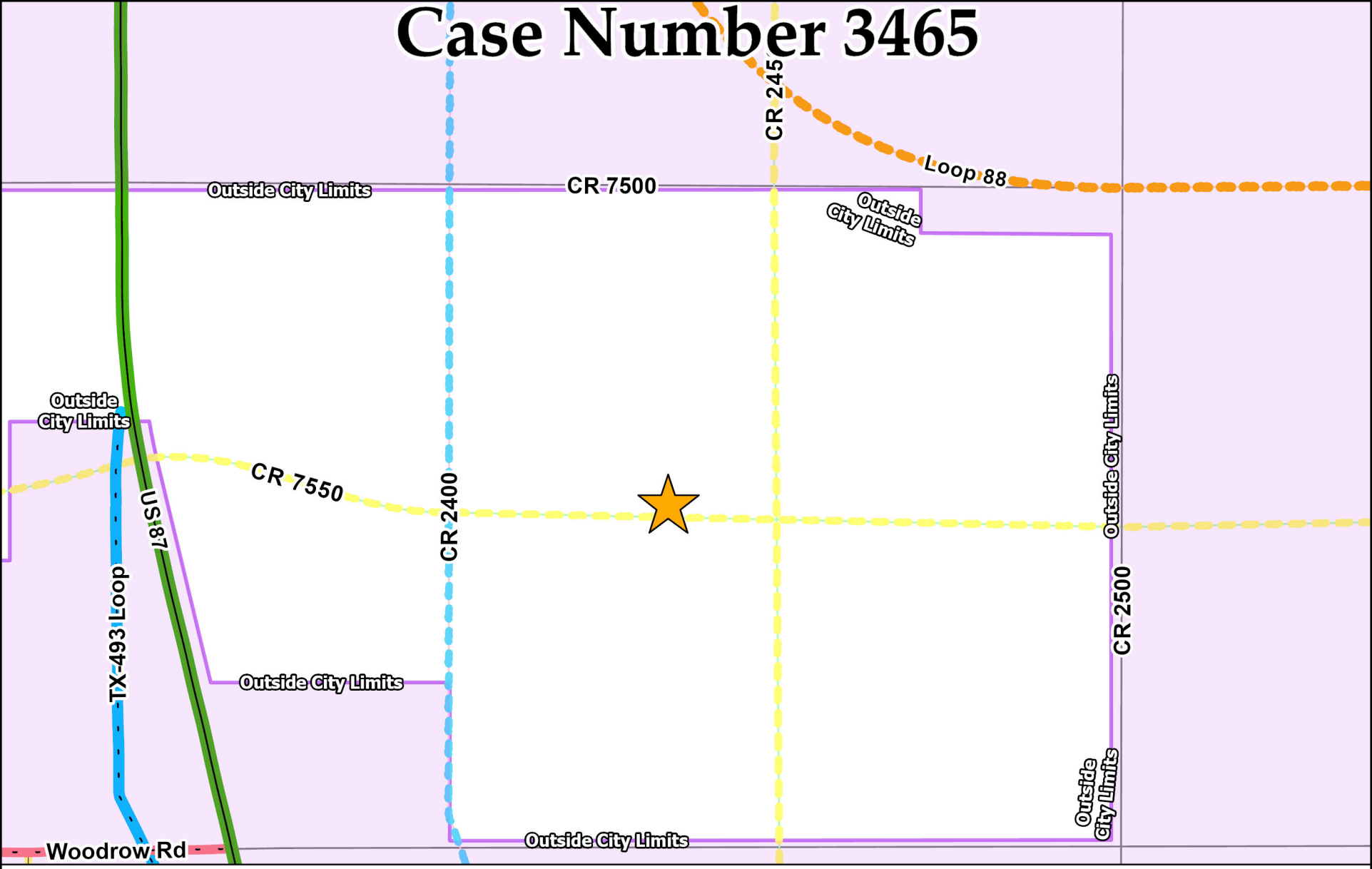
**OPPOSITION CHARLES SORENSEN** 402 County Road 7600, advised he lives in the southeast corner of where this project is going to take place. He is concerned with the quality of the water that already exists in the area. The city limit line will be right at the back of his property. He has horses and other animals on his land. He does not want the development to happen and would prefer it wait another ten to fifteen years.

**ASSISTANT CITY ATTORNEY KELLI LEISURE** stated that any residential development will need to meet the Code for water and wastewater. The developer will have to comply with the City's Ordinances.

**FAVOR THOMAS PAYNE**, 15309 FM 1730, advised they were not aware of any opposition, so he has not spoken with Mr. Sorensen. The provision of utilities were discussed during the annexation process. The developer will extend utilities, water, and sewer. It is a requirement based on the size of the lots. The development of this land will substantially reduce the stress on the groundwater. This tract is currently being farmed under a pivot system, which will go away and underground water will not be used in farming after that.

In the matter of Zone Case **3465,** a motion was made by **TANNER NOBLE** 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.

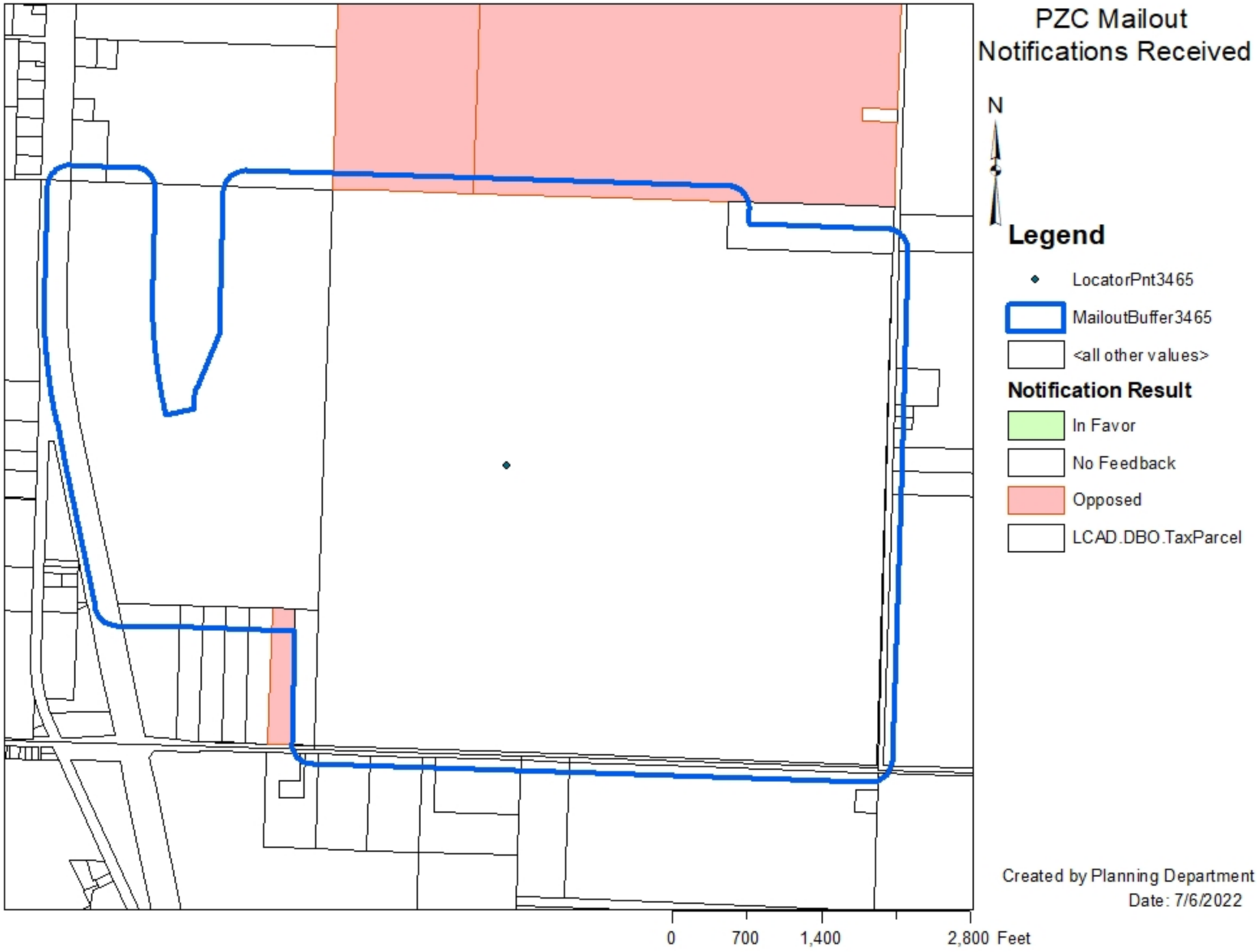
# Case Number 3465



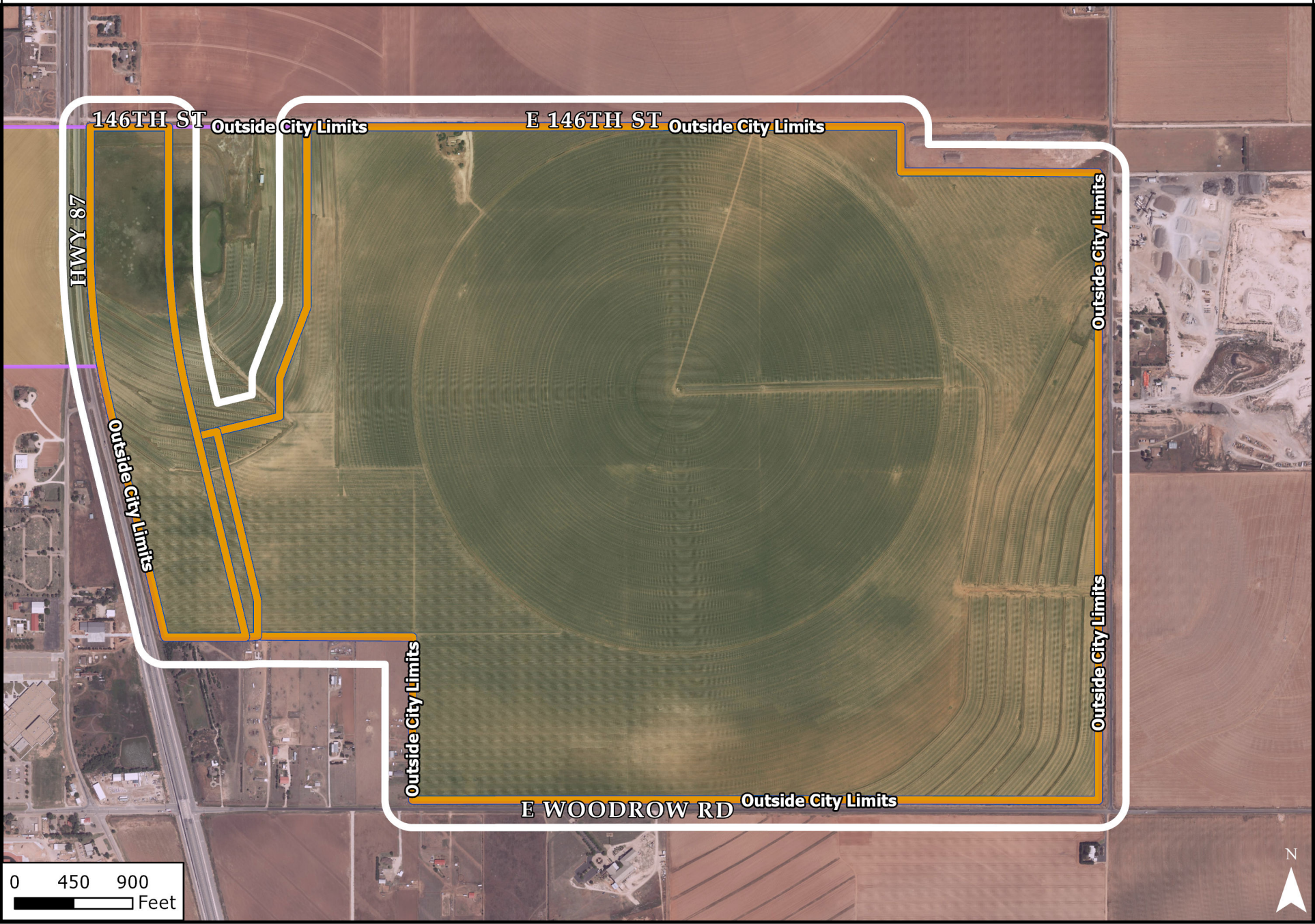

| Collector | Minor Arterial | Modified Arterial | Principal Arterial | Freeway |
|---|---|---|---|---|
| Completed | Completed | Partial | Completed | Completed |
| Partial | Partial | Future | Partial | Partial |
| Future | Future | | Future | Proposed Outer Loop |

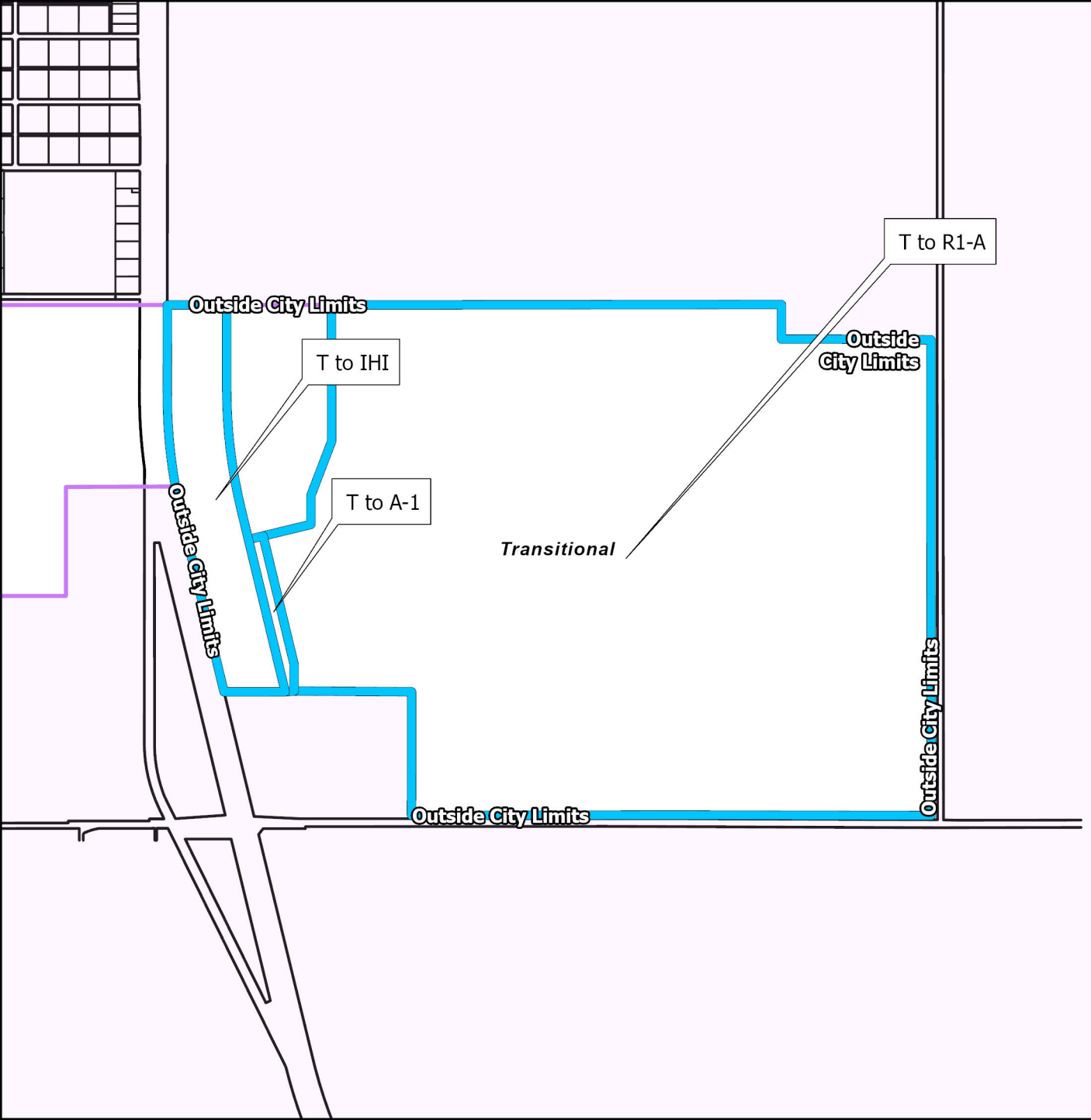
N
W E
S

Date Exported: June 2022


PZC Mailout
Notifications Received
N
Legend
LocatorPnt3465
MailoutBuffer3465
<all other values>
Notification Result
In Favor
No Feedback
Opposed
LCAD.DBO.TaxParcel
Created by Planning Department
Date: 7/6/2022
0
700
1,400
2,800 Feet

# Case Number 3465






# Current Zoning

## 3465

### Zoning Districts

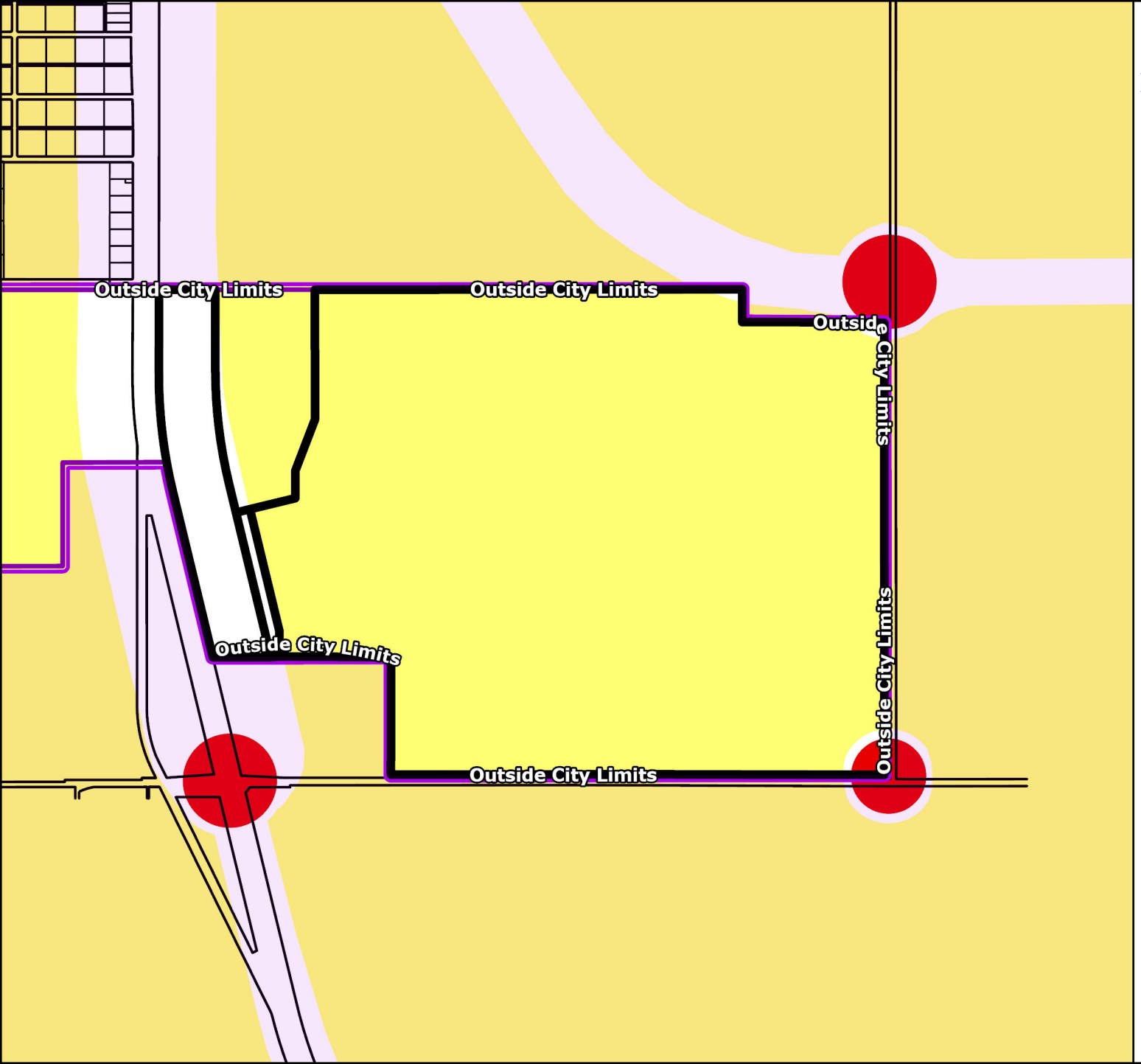
Transitional

N

0 925 1,850 Feet

City of Lubbock TEXAS

Date Exported: June 2022




# Future Land Use Plan
## Case 3465

### Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 940 1,880 Feet

City of Lubbock TEXAS

Date Exported: June 2022

**3465**



Subject property. View to the south.



View to the west.



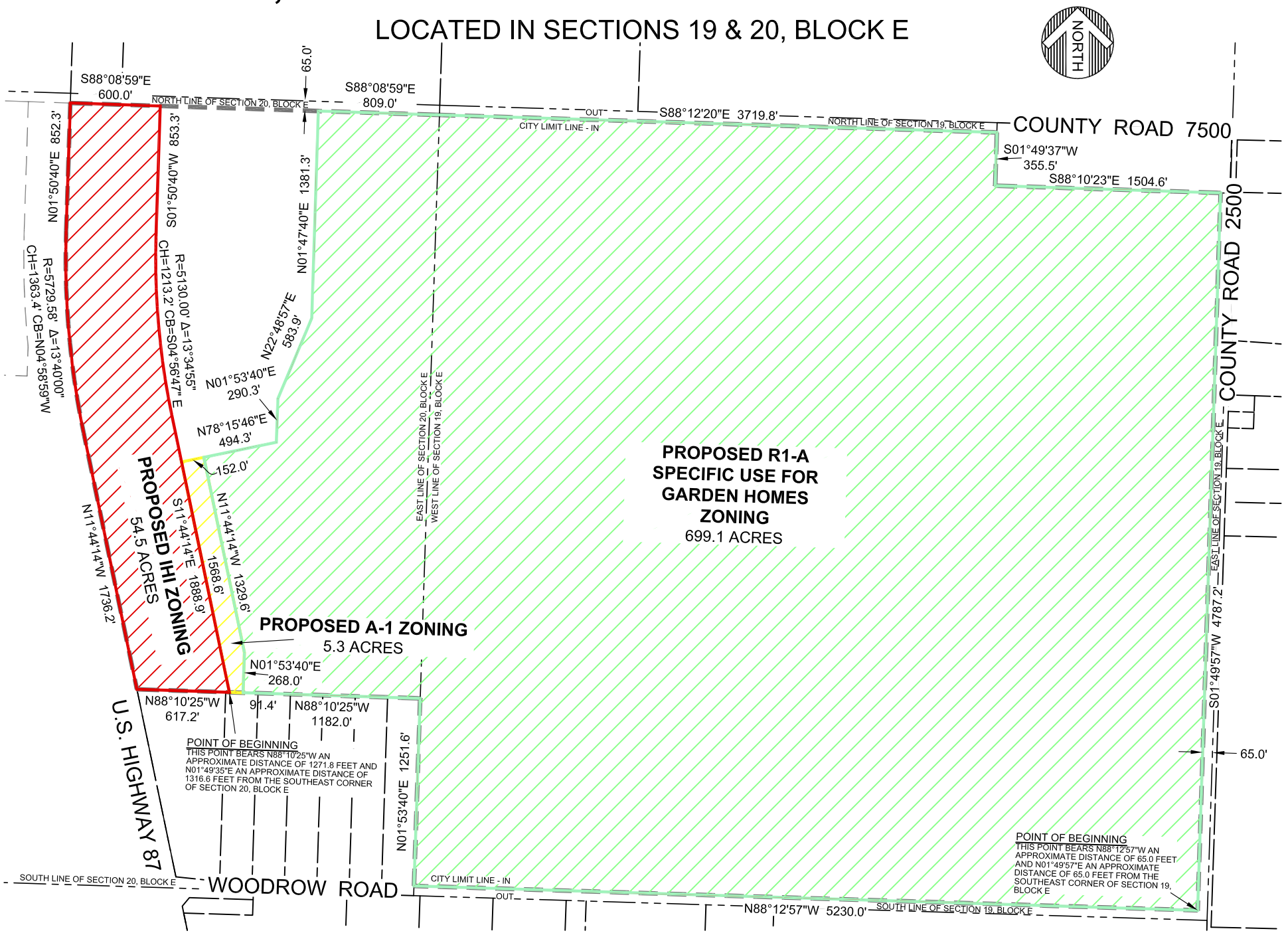
View to the north.



View to the east.

# PROPOSED IHI, A-1 & R1-A SPECIFIC USE FOR GARDEN HOME ZONING

## LOCATED IN SECTIONS 19 & 20, BLOCK E



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

# APPLICATION FOR ZONING CHANGE

## Project Information

Location or Address: 202 E 146TH STREET

Lots/Tracts: SEE ATTACHED

Survey & Abstract: SECTIONS 19 & 20, BLOCK E, LUBBOCK COUNTY, TEXAS

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 758.9 ACRES

Existing Land Use: VACANT LAND Existing Zoning: T

Requested Zoning: IHI, A-1, R1-A SPECIFIC USE FOR GARDEN HOMES

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

## Representative/Agent Information (if different from owner)

Firm Name: HUGO REED & ASSOCIATES, INC

Name: TERRY HOLEMAN

Address: 1601 AVENUE N City: LUBBOCK State: TX

ZIP Code: 79401 Telephone: 806-763-5642 Email: THOLEMAN@HUGOREED.COM

Applicant's Signature: Terry Holeman

Date: 6/2/2022 Printed Name: TERRY HOLEMAN

## Owner Information

Firm Name: LOOP 88 LLC

Owner: THOMAS PAYNE

Address: PO BOX 64664 City: LUBBOCK State: TX

ZIP Code: 79464 Telephone: 806-543-0667 Email: TPAYN3@GMAIL.COM

Property Owner's Signature:

Date: 6/2/2022 Printed Name: THOMAS PAYNE

## Preparer Information

Preparer's Signature: Zach Lopez

Date: 6/2/2022 Printed Name: ZACH LOPEZ

## 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.:** ***3465***

*In Favor* ____

*Opposed* ✓

**Reasons and/or Comments:**

I am opposed to this zone change. The extra traffic it will bring will make it hard to move farm equipment. This area is surrounded by farmland. There always an abundance of extra trash when this happens. There's no respect for peoples property. There are horses, ATV's and such that trespass on your property. It happens most often when a change is made like this.

Print Name Penny Wuensche

Signature: Penny Wuensche

Address: 3506 CR 7730 Lubbock Tx 79423

Address of Property Owned: 146th St. East of Hwy 87

Phone Number: 806-863-2369

Email: dpwuensche@yahoo.com

Zone Case Number: **3465** R98893 Recipient 14 of 24

WUENSCHE, PENNY ANN
3506 COUNTY ROAD 7730

LUBBOCK TX 79423-9562

RECEIVED
JUL 06 2022
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

**Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by:** **P&Z Case No.:** ***3465***

*In Favor* ____

*Opposed* ✓

**Reasons and/or Comments:**

My comments are the same as my wife. See attached

Print Name Doug Wuensche

Signature: Doug Wuensche

Address: 3506 CR 7730 Lubbock Tx 79423

Address of Property Owned: 14th East of Hwy 87

Phone Number: 806-778-0880

Email: dougdw52@yahoo.com

Zone Case Number: **3465** R97398 Recipient 17 of 24

WUENSCHE DOUGLAS D &
PENNY A
3506 COUNTY ROAD 7730

LUBBOCK TX 79423-5488

RECEIVED
JUL 06 2022
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

**Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by:** **P&Z Case No.:** ***3465***

*In Favor* ____

*Opposed* ✓

**Reasons and/or Comments:**

1) Leave as farming/agriculture use.
2) moved out here for peace + quiet - don't need noise or more people to interrupt
3) water shortage with underground reservoir
4) shortage of police/sheriff personnel in area

Print Name: Larry + H. Lynda Weems
Signature: Scott Weems Lynda Weems
Address: 106 CR 7600, Lubbock TX 79423
Address of Property Owned: 106 CR 7600
Phone Number: (806) 777-5203
Email: hughston1@yahoo.com

Zone Case Number: **3465** R86706 Recipient 7 of 24
WEEMS LARRY S & H LYNDA
106 COUNTY ROAD 7600

LUBBOCK TX 79423

## Information

### Agenda Item

**Public Hearing - Planning (District 5):** Consider a request for Zone Case 2995-FF, a request of CMS Properties for 69th Street Development, LTD, for a zone change from General Retail District (C-3) to Commercial District (C-4), at 6309 66th Street, Suite 200, located east of Milwaukee Avenue and south of 66th Street, Commons East Addition, Tract J, and consider an ordinance.

### Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 7, 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 2995-FF
Staff Report 2995-FF
Documentation 2995-FF

**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. 2995-FF; A ZONING CHANGE FROM C-3 TO C-4 ZONING DISTRICT AT 6309 66TH STREET, SUITE 200, LOCATED EAST OF MILWAUKEE AVENUE AND SOUTH OF 66TH STREET, COMMONS EAST ADDITION, TRACT J, 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. 2995-FF**

**SECTION 1. THAT** Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3** to **C-4** zoning district at **6309 66th Street, Suite 200, located east of Milwaukee Avenue and south of 66th Street, Commons East Addition, Tract J,** 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/ZC2995-FF
July 7, 2022

Planning Department
City of Lubbock

| Staff Report | Zone Case 2995-FF |
|---|---|
| City Council Meeting | July 26, 2022 |

**Applicant** CMS Properties

**Property Owner** 69th Street Development, LTD

**Council District** 5

**Recommendations**
- Staff recommends Approval.

**Prior Board or Council Action**
- September 11, 1958, Ordinance No. 2535: This property was annexed into city limits.
- April 23, 1959, Zone Case 763, Ordinance No. 2760: This property was zoned Single-Family District (R-1).
- January 22, 2004, Zone Case 2995, Ordinance No. 2004-O0011: This property was rezoned from R-1 to General Retail District (C-3).
- July 7, 2022, Zone Case 2995-FF: The Planning and Zoning Commission recommended approval of a zone change from C-3 to Commercial District (C-4) by a vote of 7-0-0.

**Notification Summary**
- Notifications Sent: 4
- Received In Favor: 1
- Received In Opposition: 0

**Site Conditions and History**
The property was platted in 2016 and the structure was built in 2017. It is currently retail space.

**Adjacent Property Development**
Properties to the east are zoned C-3 Specific Use for a Veterinary Hospital or Clinic and contain retail space with two veterinary clinics; to the south and west is additional C-3 property with a restaurant and vacant land. To the north is property zoned Interstate Highway Commercial District (IHC) and High-Density Apartment District (A-2) and is developed with commercial businesses and apartments.

**Zoning Request and Analysis**
*Item Summary*
The subject property is located at 6309 66th Street, Suite 200, east of Milwaukee Avenue and south of 66th Street. The applicant is requesting a zone change to Commercial District C-4 for Suite 200 only.

**Current zoning:** **General Retail District C-3**

**Requested zoning:** **Commercial District C-4**

*Intent Statements*
The intent of the current C-3 zoning is "…to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered."

The intent of the proposed C-4 zoning is "…to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or federal highways. Because of the heavy commercial nature of the permitted uses, compatibility with adjacent residential areas should be carefully considered."

*Traffic Network/Infrastructure Impacts*
The location is along 66th Street, which is a Collector. Collectors are designed for medium volumes of vehicles operating at lower speeds, for movement within residential, commercial and industrial areas.

*Compatibility with Surrounding Property*
The proposed zone change is 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 High Density Residential land uses. While this request is not compatible with the Future Land Use Map, it is appropriate considering the surrounding land uses. Therefore, this request is in moderate conformance with the Comprehensive Plan Principles.

*Conformance with Zoning Ordinance*
The proposed zone change is in conformance with the zoning ordinance.

*Suitability of Property for Allowed Uses*
The property is suitable for commercial uses and additional infrastructure improvements would not be necessary.

**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**

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 2995-FF

**Allowable Uses:** Commercial District (C-4)

**Transportation:** The proposed development has a point of access from 66th Street.

| Thoroughfare | Existing | Per Thoroughfare Development Plan |
|---|---|---|
| 66th Street, Collector | R.O.W. 64 feet, 2 lane undivided, paved. | R.O.W. 64 feet, 2 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**

4.9 **District 5**

**Case 2995-FF:** CMS Properties for 69th Street Development, LTD

Request for a zone change from General Retail District (C-3) to Commercial District (C-4), at:

- 6309 66th Street, Suite 200, located east of Milwaukee Avenue and south of 66th Street, Commons East Addition, Tract J.

**PLANNER SHANE SPENCER** stated there were four (4) 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 the request.

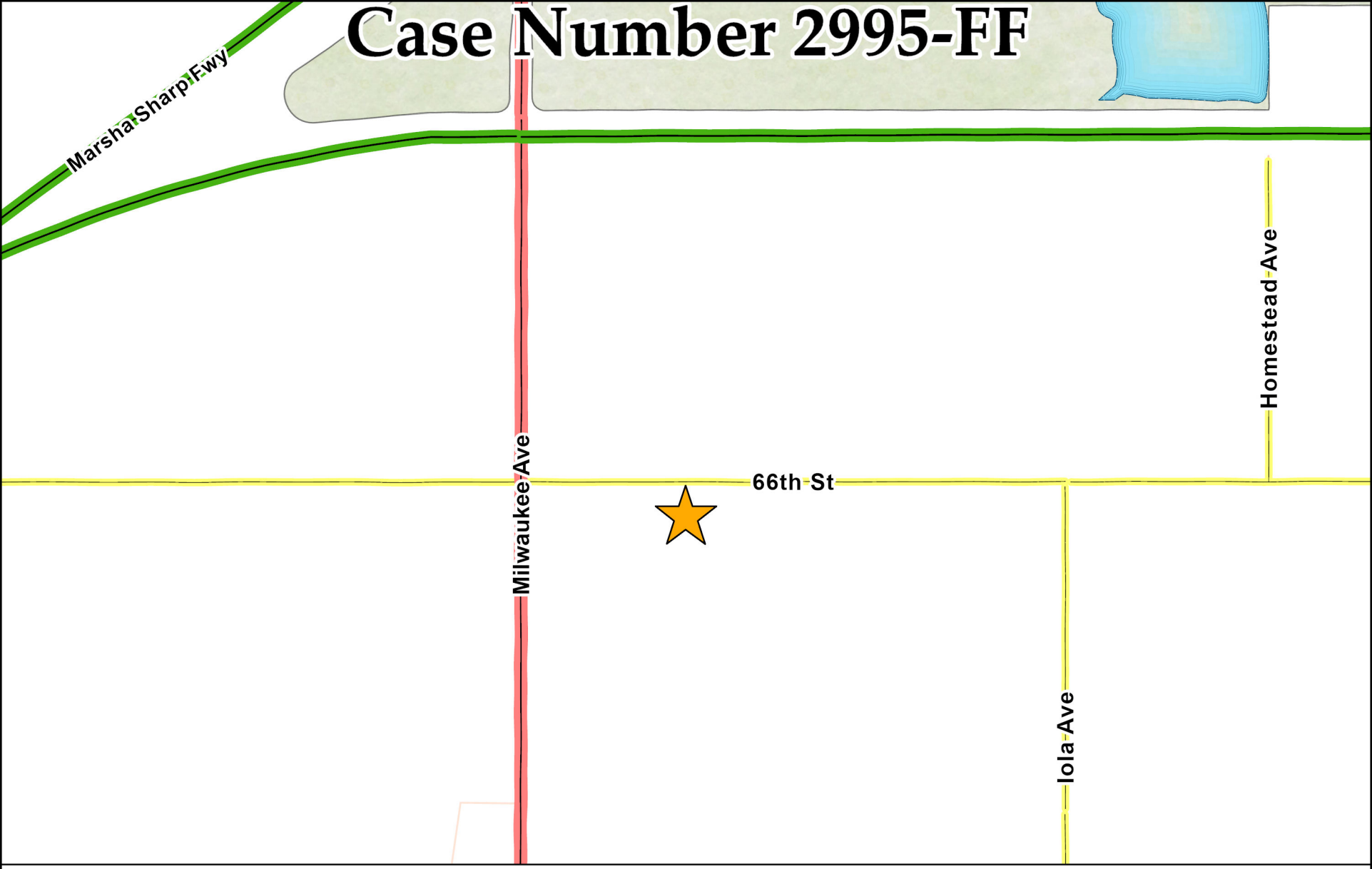
**CHAIR ZACH SAWYER** asked why they need C-4 zoning. **MR. SPENCER** advised to allow a public kennel.

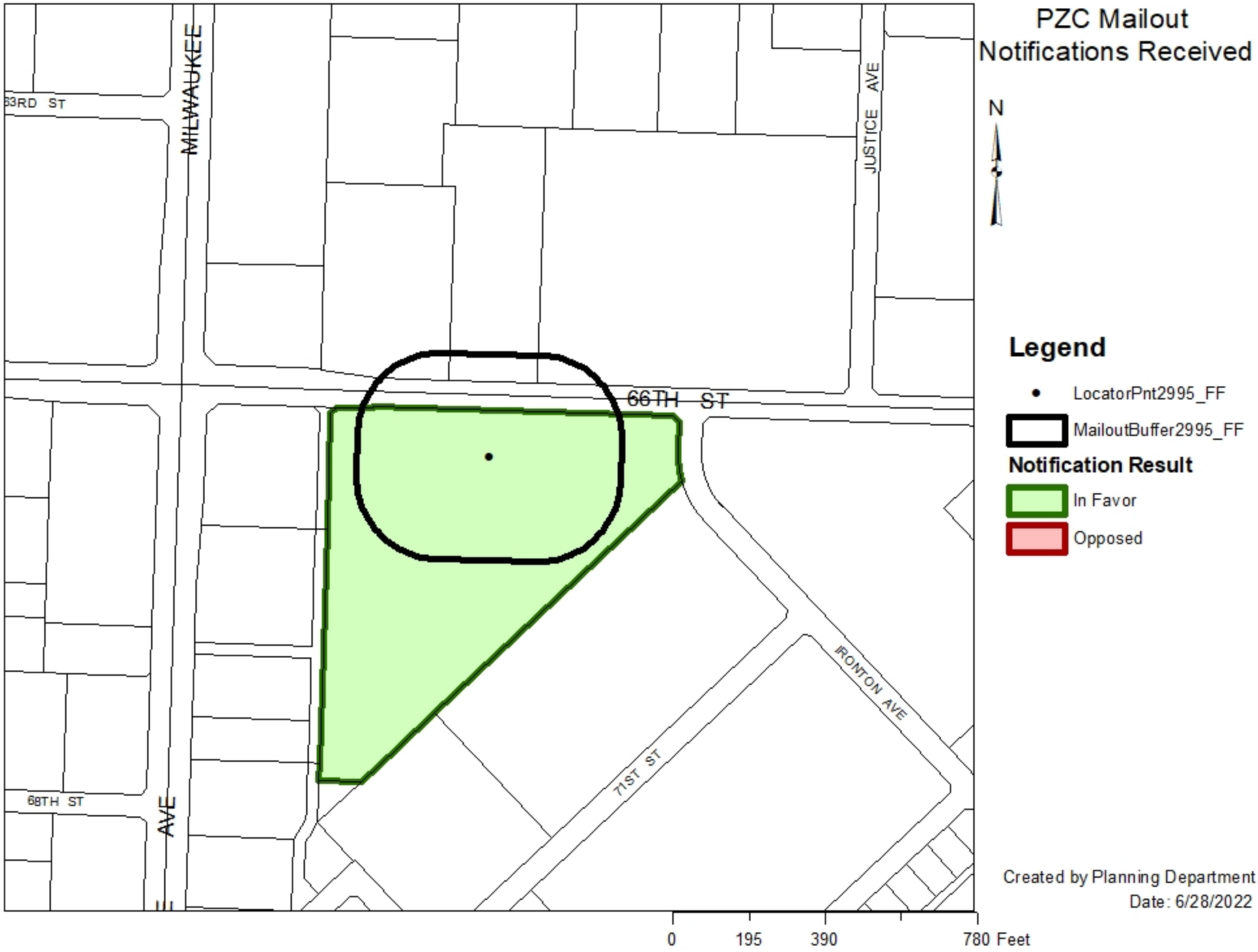
**APPLICANT** was not present at the meeting.

No one spoke in opposition or in favor of the request.

In the matter of Zone Case **2995-FF**, 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.

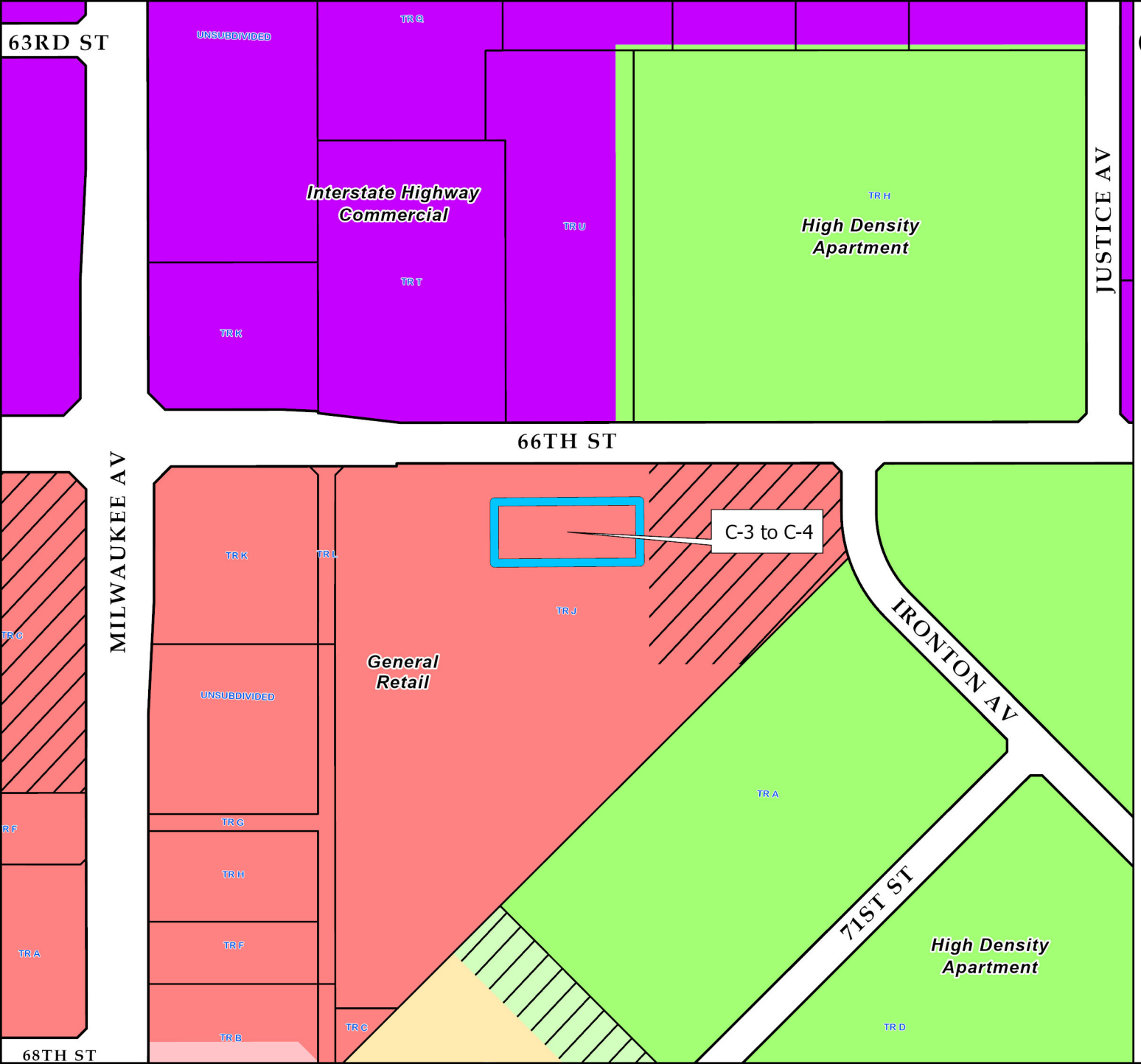
# Case Number 2995-FF




PZC Mailout
Notifications Received
N
Legend
LocatorPnt2995_FF
MailoutBuffer2995_FF
Notification Result
In Favor
Opposed
Created by Planning Department
Date: 6/28/2022
0
195
390
780 Feet
MILWAUKEE AVE
JUSTICE AVE
66TH ST
68TH ST
71ST ST
IRONTON AVE

# Case Number 2995-FF






# Current Zoning

## 2995-FF

### Zoning Districts

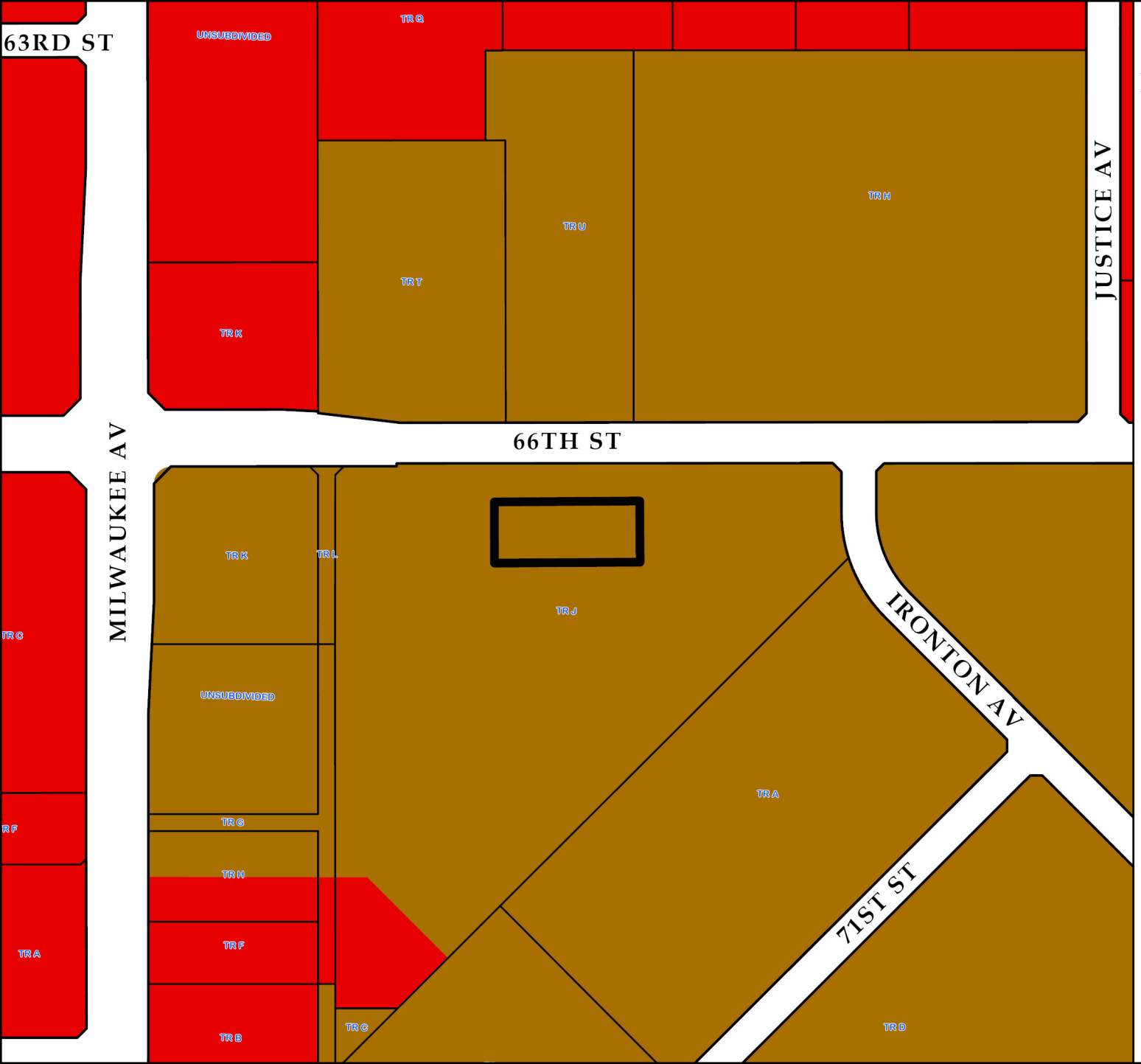
- Family Apartment Specific Use
- High Density Apartment
- Restricted Local Retail
- Local Retail
- General Retail
- General Retail Specific Use
- Interstate Highway Commercial

N

0 150 300 Feet

City of Lubbock TEXAS

Date Exported: June 2022




# Future Land Use Plan
## Case 2995-FF

### Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 150 300 Feet

City of Lubbock TEXAS

Date Exported: June 2022

# 2995-FF



View to the north.



View to the east.




View to the south. Subject Property.




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: 66th & Ironton - 6309 66th Suite 200

Lots/Tracts: Commons East, Tract J

Survey & Abstract: attached

Metes and Bounds Attached: Yes ☒ No ☐ Total Acreage of Request: 12.695

Existing Land Use: Commercial Multi Tenant Existing Zoning: C-3

Requested Zoning: C-4

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

## Representative/Agent Information (if different from owner)

Firm Name: CMS Properties

Name: Brooke Proctor

Address: 6306 Iola #200 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-794-1492 Email: bproctor@cmspropertiesinc.com

Applicant's Signature: Brooke Proctor

Date: 6-1-22 Printed Name: Brooke Proctor

## Owner Information

Firm Name:

Owner: 69th Street Development, LTD

Address: 6306 Iola #200 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-794-1492 Email: bproctor@cmspropertiesinc.com

Property Owner's Signature:

Date: 6-1-22 Printed Name: Marc Shipton

## Preparer Information

Preparer's Signature: Brooke Proctor

Date: 6-1-22 Printed Name: Brooke Proctor

## For City Use Only

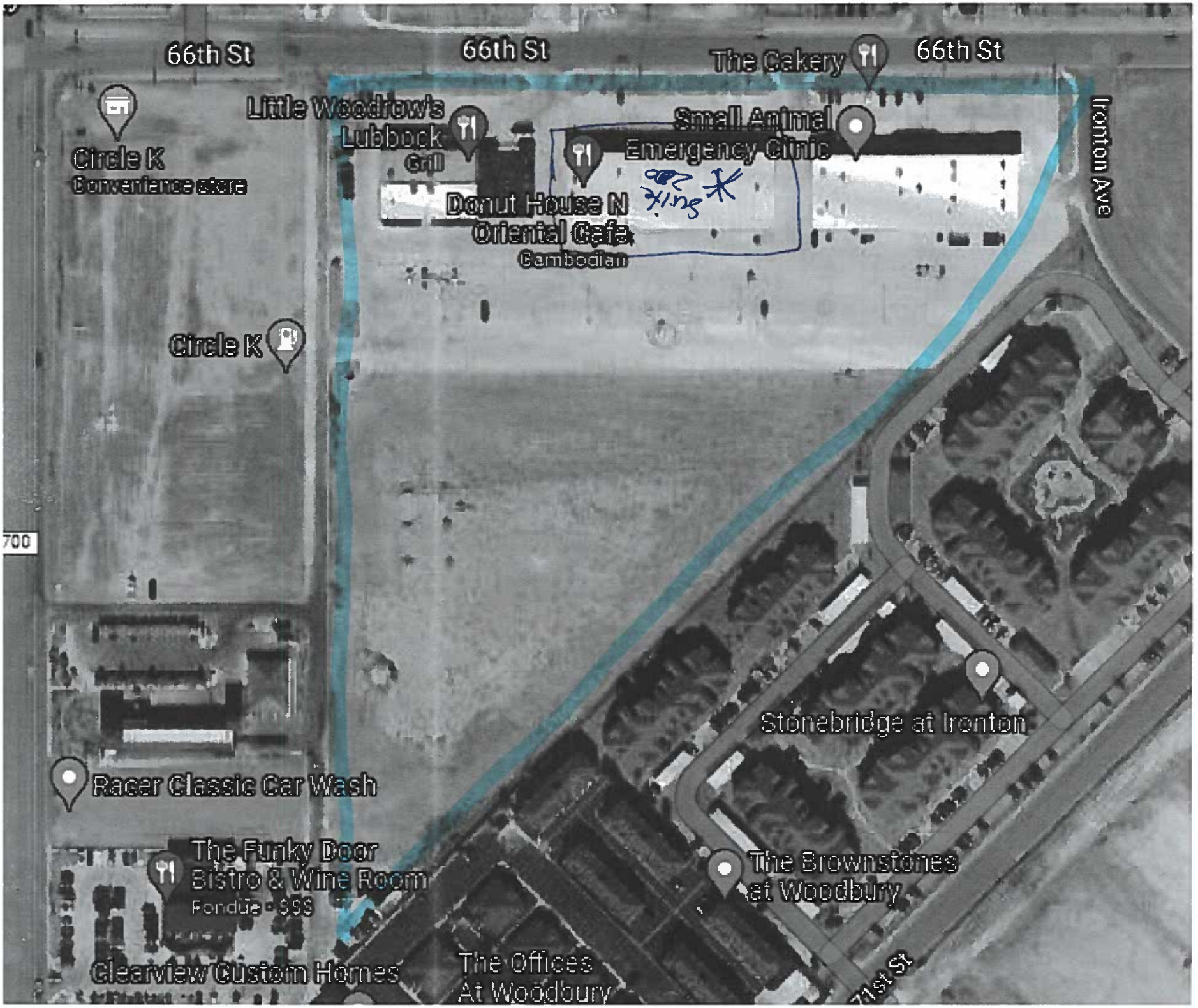
Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

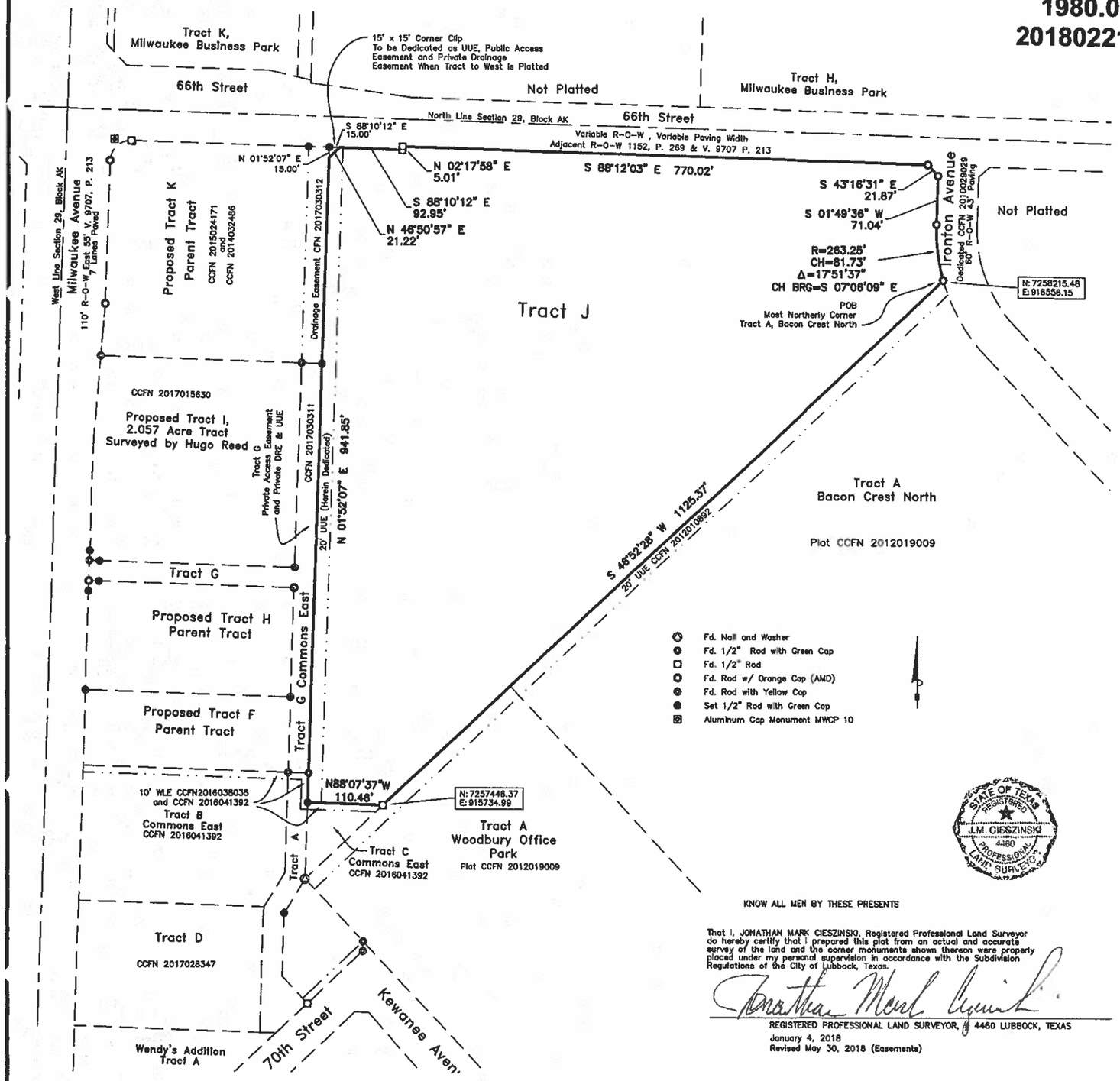
If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.


66th St
66th St
The Cakery
66th St
Circle K
Convenience store
Little Woodrow's
Lubbock
Grill
Small Animal
Emergency Clinic
Ironton Ave
Donut House N
Oriental Cafe
Cambodian
Circle K
700
Stonebridge at Ironton
Racer Classic Car Wash
The Funky Door
Bistro & Wine Room
Fondue · $$$
The Brownstones
at Woodbury
Clearview Custom Homes
The Offices
At Woodbury
71st St

VOL. 14 PAGE 177-A

**1980.05**
**2018022173**

# FINAL PLAT
# TRACT J,
# Commons East,
## an Addition to the City of Lubbock, Lubbock County, Texas




- Fd. Nail and Washer
- Fd. 1/2" Rod with Green Cap
- Fd. 1/2" Rod
- Fd. Rod w/ Orange Cap (AMD)
- Fd. Rod with Yellow Cap
- Set 1/2" Rod with Green Cap
- Aluminum Cap Monument MWCP 10

SCALE: 1"=100'

HEAVY LINES INDICATE PLAT LIMITS.

ALL STREETS, ALLEYS, AND EASEMENTS WITHIN PLAT LIMITS ARE HEREIN DEDICATED.

ALL EASEMENTS DEDICATED HEREBY SHALL ENTITLE THE CITY OR THE UTILITY COMPANY USING SUCH EASEMENTS TO THE RIGHT TO REMOVE, REPAIR, OR REPLACE ANY LINES, PIPES, CONDUITS, OR POLES WITHIN SUCH EASEMENTS AS MAY BE DETERMINED BY THE CITY OR THE UTILITY COMPANY WITHOUT THE CITY OR THE UTILITY COMPANY BEING RESPONSIBLE OR LIABLE FOR THE REPLACEMENT OF IMPROVEMENTS, PAVING, OR SURFACING OF THE EASEMENT NECESSITATED BY SUCH REMOVAL, REPAIR, OR REPLACEMENT. EASEMENTS DESIGNATED OR INTENDED FOR VEHICULAR PASSAGE (UTILITY AND EMERGENCY) OR PEDESTRIAN ACCESS SHALL NOT BE FENCED OR OTHERWISE OBSTRUCTED.

ALL ELECTRICAL SERVICE SHALL BE IN ACCORDANCE WITH THE UNDERGROUND UTILITIES POLICY STATEMENT BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUBBOCK, TEXAS.

ANY RELOCATION OR REVISION OF EXISTING FACILITIES SHALL BE AT THE DEVELOPER'S EXPENSE. COMPENSATION SHALL BE MADE PRIOR TO RECORDING OF ANY PORTION OF THIS PLAT.

ALL EXISTING OR PROPOSED UTILITY SERVICES TO AND ON TRACTS INDICATED BY THIS PLAT SHALL BE CONTAINED IN THE PUBLIC RIGHT-OF-WAY AND PUBLIC OR PRIVATE UTILITY EASEMENTS. UTILITY SERVICE INSTALLATION REQUESTED AT A FUTURE DATE, AND NOT WITHIN AN EASEMENT INDICATED BY THIS PLAT, SHALL BE WITHIN A PROPER UTILITY EASEMENT GRANTED BY THE OWNER OF SAID PROPERTY BY SEPARATE RECORDED INSTRUMENT PRIOR TO THE PROVISION OF SUCH SERVICE. SUCH EASEMENTS SHALL BE AT THE DEVELOPER'S EXPENSE.

NO BUILDING PERMIT SHALL BE ISSUED ON ANY SURVEY CERTIFICATE THAT IS NOT IN ACCORDANCE WITH AN APPROVED FINAL PLAT UNLESS AN EXCEPTION IS PROVIDED BY PLANNING COMMISSION POLICY OR BY THE LUBBOCK CODE OF ORDINANCES.

MINIMUM FINISH FLOOR SHALL CONFORM TO THE REQUIREMENTS OF THE LUBBOCK DRAINAGE CRITERIA MANUAL, AS ADOPTED BY RESOLUTION NO. 10022, AN SECTION 28.09.131, SECTION 28.14.004 AND SECTION SECTION 30.03073 OF THE LUBBOCK CODE OF ORDINANCES.

BLANKET GARBAGE SERVICE EASEMENT HEREIN GRANTED FOR SERVICE WITHIN THE PLAT LIMITS

BLANKET UNDERGROUND UTILITY, TRANSFORMER PAD AND SWITCHING ENCLOSURE EASEMENT AS REQUIRED FOR SERVICE WITHIN THE PLAT LIMITS IS HEREIN GRANTED TO LUBBOCK POWER AND LIGHT COMPANY.

BLANKET UNDERGROUND UTILITY EASEMENT FOR SERVICE WITHIN THE PLAT LIMITS HEREIN GRANTED TO AT&T AND ATMOS ENERGY.

CONTAINS 12.695 ACRES WITHIN THE PLAT LIMITS

LPL – LUBBOCK POWER, LIGHT AND WATER CO.
AT&T – AT&T TELEPHONE COMPANY
UUE – UNDERGROUND UTILITY EASEMENT
PVT – PRIVATE
TPE – TRANSFORMER PAD EASEMENT, 4' X 8' (NOT DRAWN TO SCALE)
SWBT – SOUTHWESTERN BELL TELEPHONE CO.
WLE – WATER LINE EASEMENT
DRE – DRAINAGE EASEMENT
USE – UNDERGROUND STREET LIGHT CABLE EASEMENT
ACE – 5' ACCESS EASEMENT AND 2' EAVE OVERHANG EASEMENT
PAE – PEDESTRIAN ACCESS EASEMENT
PUE – PUBLIC UTILITY EASEMENT
SEE – SWITCH ENCLOSURE EASEMENT, 6' X 8' (NOT DRAWN TO SCALE)
CCFN – LUBBOCK COUNTY CLERK FILE NUMBER

A METES AND BOUNDS DESCRIPTION OF THIS TRACT WAS PREPARED FOR RECORDATION WITH THE DEDICATION DEED OF THIS TRACT.

Bearings and Coordinates are based on the Texas North Central Zone Coordinate System, NAD 83, CORS 96, EPOCH 2002.0000

Any easements or rights-of-way shown as 'to be dedicated by separate instrument' are shown on this plat for information purposes only. This plat does not dedicate said easements.

Either all or a portion of this surveyed property lies within a "Special Flood Hazard Boundary." These boundaries are established by the Federal Emergency Management Agency, not this surveyor. Flood hazard maps are on file at City Hall, Lubbock, Texas and are open for public inspection.

STATE OF TEXAS
REGISTERED
J.M. CIESZINSKI
4460
PROFESSIONAL
LAND SURVEYOR

KNOW ALL MEN BY THESE PRESENTS

That I, JONATHAN MARK CIESZINSKI, Registered Professional Land Surveyor do hereby certify that I prepared this plat from an actual and accurate survey of the land and the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Lubbock, Texas.

Jonathan Mark Cieszinski

REGISTERED PROFESSIONAL LAND SURVEYOR, # 4460 LUBBOCK, TEXAS

January 4, 2018
Revised May 30, 2018 (Easements)

APPROVED this 13th Day of June 20 18, by the PLANNING AND ZONING COMMISSION of the CITY of LUBBOCK

APPROVED _____ CHAIRMAN

ATTEST _____ SECRETARY


ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7670
Count on It

TEXAS SURVEYING FIRM NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368


S:\COORDINATES\SECTION\BLOCK\Block AK\SECTION 29\Commons East\Commons East Tract J FINAL.dwg, 5/29/2018 5:56:31 PM, KIP 7100 Series

**Tailored Tails of Lubbock, LLC.**
6309 66th Street, Suite 200
Lubbock, Texas 79424
806.201.5313
tailoredtailsllc@gmail.com

**Attn:**

City of Lubbock
1314 Avenue K, Lubbock, Texas

As the owner of Tailored Tails of Lubbock, I have had the honor of running the highest quality pet salon in Lubbock and the surrounding area. I am the only salon in a 250-mile radius that has been S.A.F.E Certified by the American Kennel Club. This Certification ensures that not only do we operate at an elevated level of service to our clients, but we are also subject to inspections by the AKC at any time and must renew our certification each year. It is my commitment to my clients that has brought me to the need to offer my clients boarding services for their pets.

Our new facility will offer 2,500 square feet of play area with a maximum occupancy of 15 large breed dogs overnight and 15 small dogs overnight. There will be a minimum of four (4) full time employees taking care of the pets during the day and two (2) full time employees taking care of the pets during the night. All employees will be required to be AKC S.A.F.E. certified every year. Although the facility will be operational 24 hours a day, 7 days a week, the storefront will only be open to the public from 7am-7pm.

All of our pet suites will be indoor and inside our locked facility and will be required to have proof of the following vaccinations: Parvo/Distemper, Bordetella (Kennel Cough), and Rabies. None of our pets will be allowed outside of our facility unless arriving or leaving for services with the pet owner. The indoor open play areas will have floor drains and artificial turf. The boarding suites will have floor drains and be floored with VCT tile. We have an excellent relationship with many veterinarians in Lubbock and have the 24-hour emergency vet clinic within our same shopping center should a veterinary emergency occur.

We look forward to being able to provide the most safe, secure and lavish boarding facility in Lubbock!

Sincerely,

Aaryn Mistrot
Owner/Operator
Tailored Tails of Lubbock, LLC

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.:** ***2995-FF***

*In Favor* X

*Opposed* ____

**Reasons and/or Comments:**

Print Name Patty Shipton - 69th Street Development, LTD

Signature: Patty Shipton

Address: 6913 66th Street & PO Box 64189 Lubbock, Tx 79464

Address of Property Owned: 6913 - 66th Street

Phone Number: (806) 787 - 7641

Email: pshipton@cmsproperties inc.com

Zone Case Number: **2995-FF** R332804 Recipient 3 of 4

69TH STREET DEVELOPMENT LTD &
EQUITY COMMERCIAL PROPERTIES LTD
PO BOX 64189

LUBBOCK TX 79464-4189

AI# 10882
Regular City Council Meeting
07/26/2022:

6. 10.

## Information

### Agenda Item

**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.

### Item Summary

On July 12, 2022, the City Council delayed the second reading of the ordinance until July 26, 2022. 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

Planning Department
City of Lubbock

| 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-O0065: 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, *Collector, Completed* | 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.

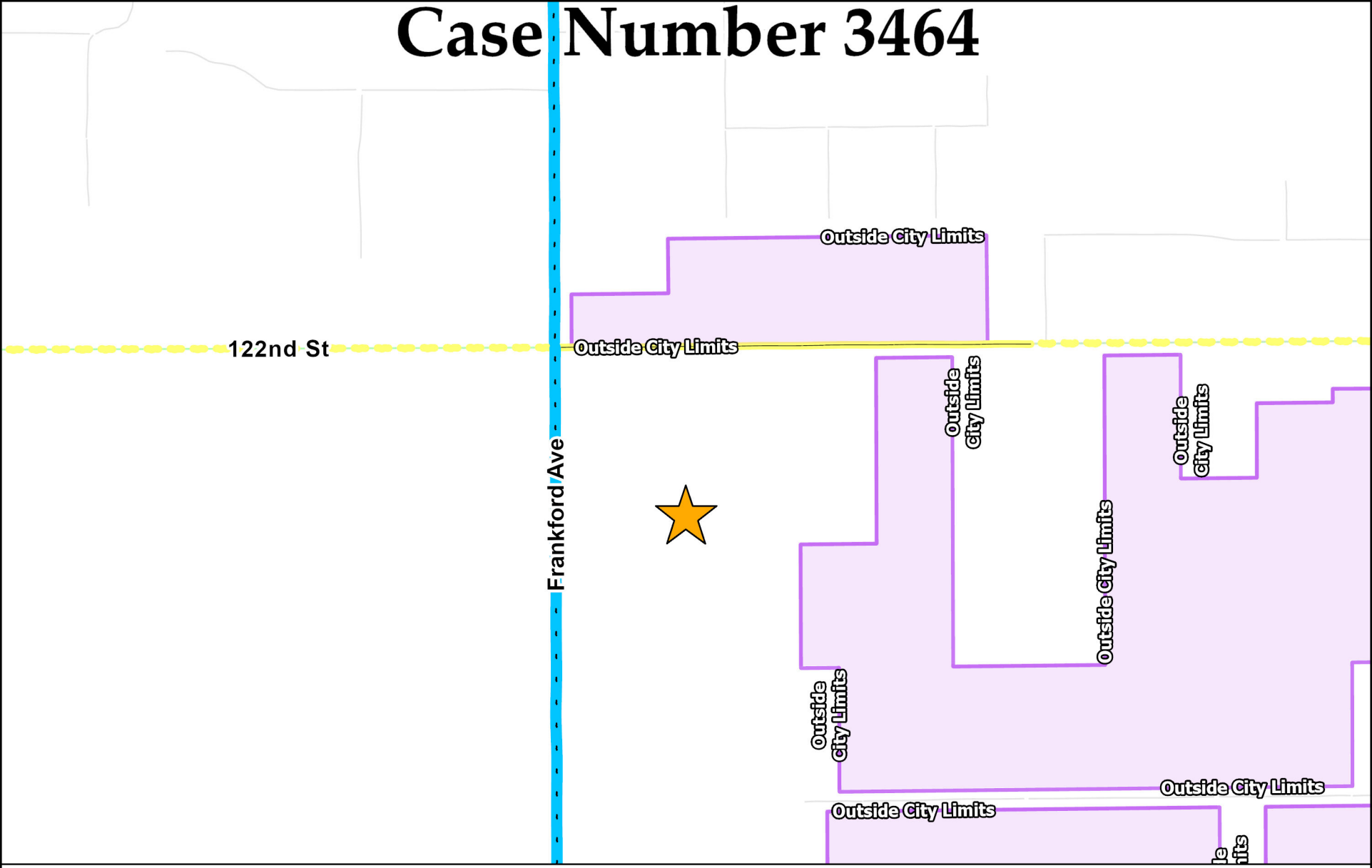
**PLANNER ASHLEY PADILLA** stated there were seven (7) notifications sent out. There were two (2) returned in favor. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends denial of this request.

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




| Collector | Minor Arterial | Modified Arterial | Principal Arterial | Freeway |
|---|---|---|---|---|
| Completed | Completed | Partial | Completed | Completed |
| Partial | Partial | Future | Partial | Partial |
| Future | Future | | Future | Proposed Outer Loop |

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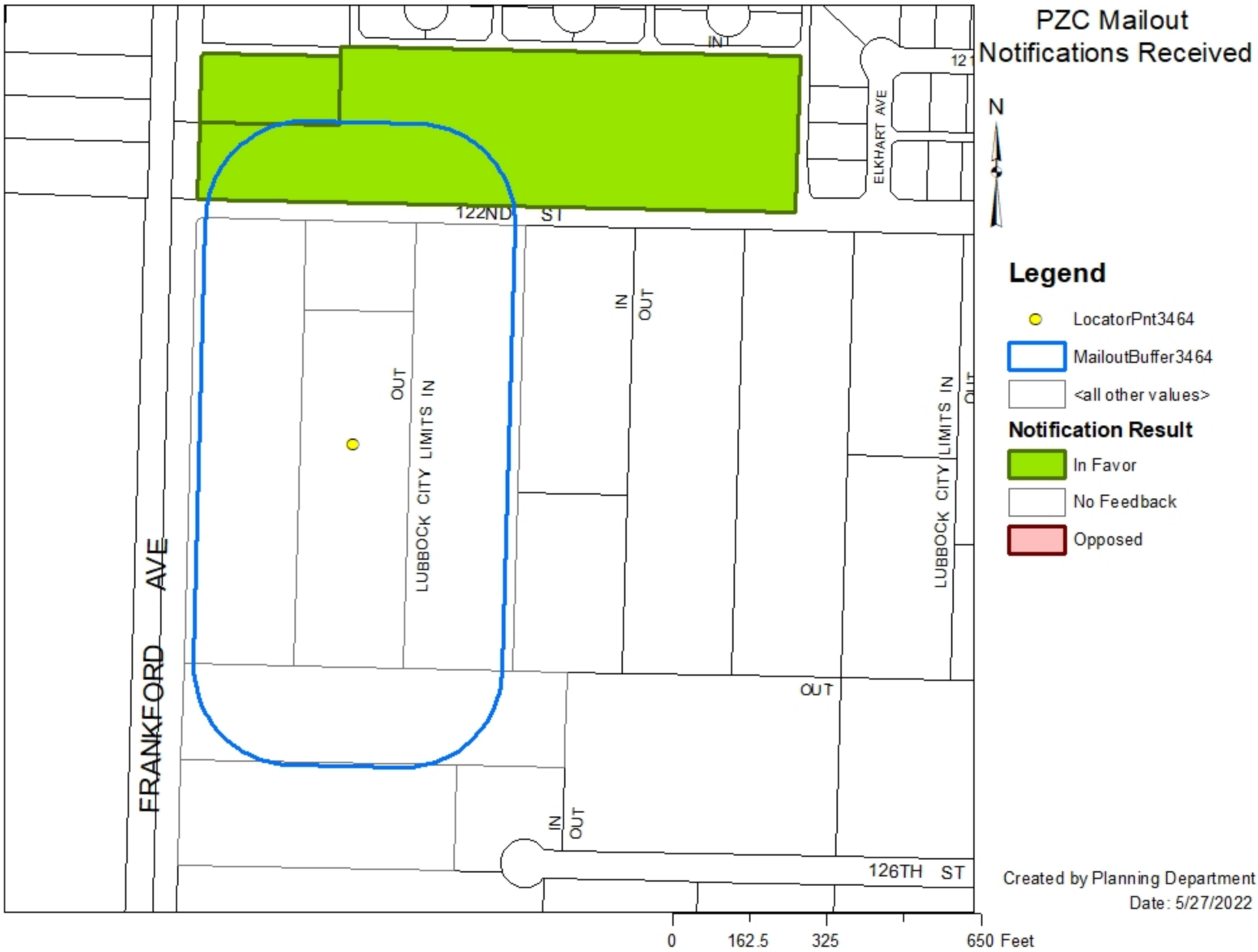
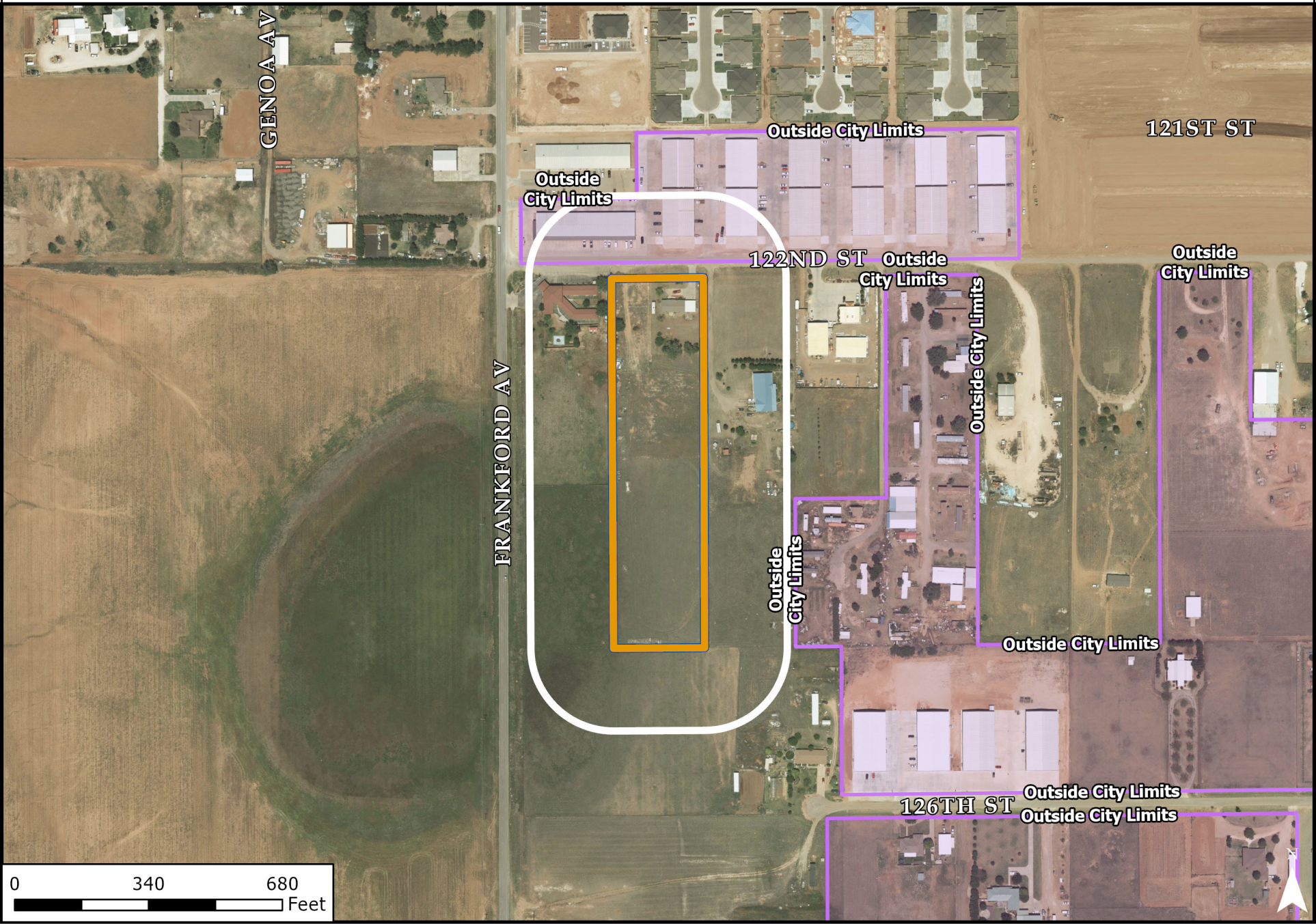
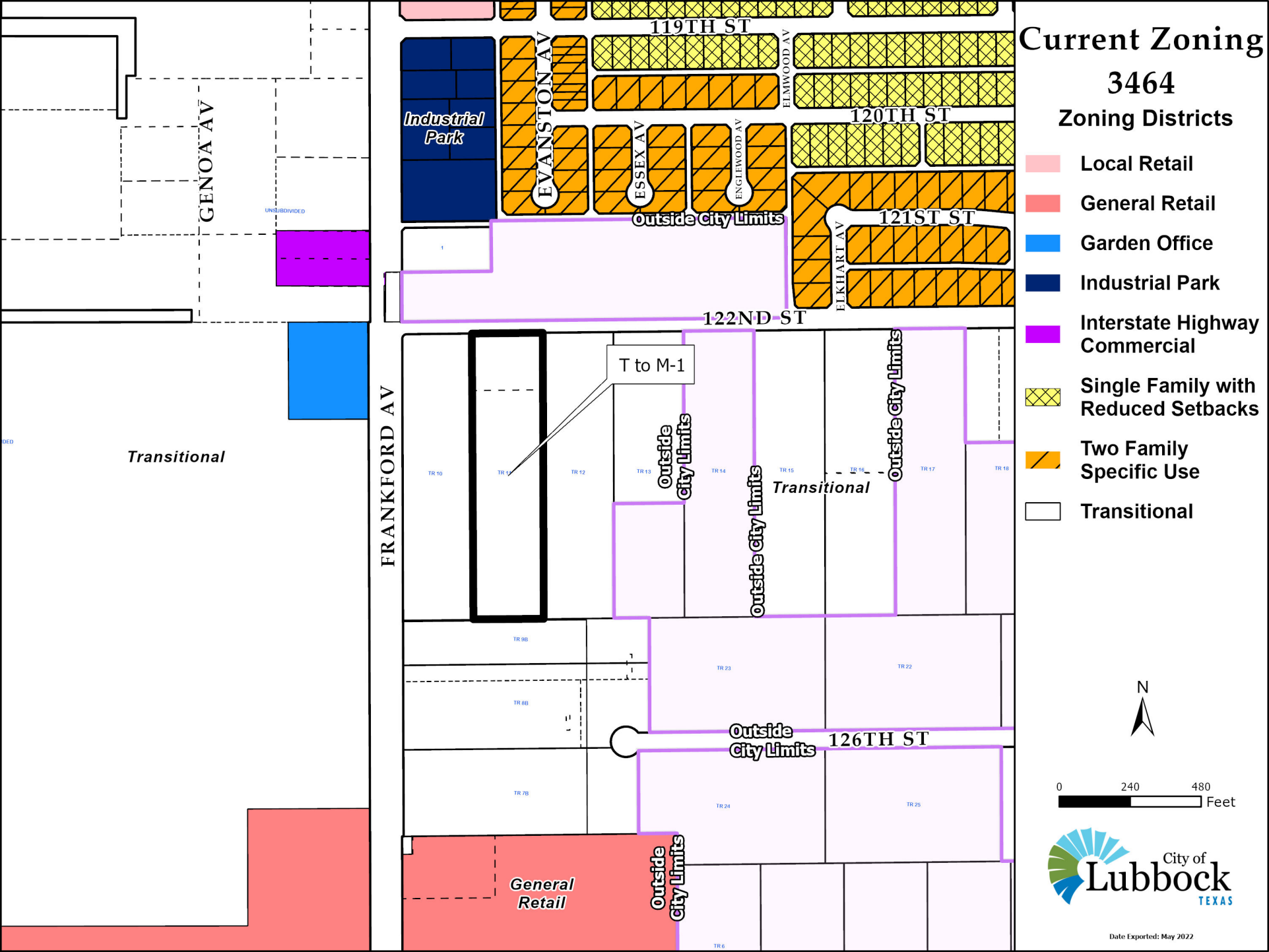
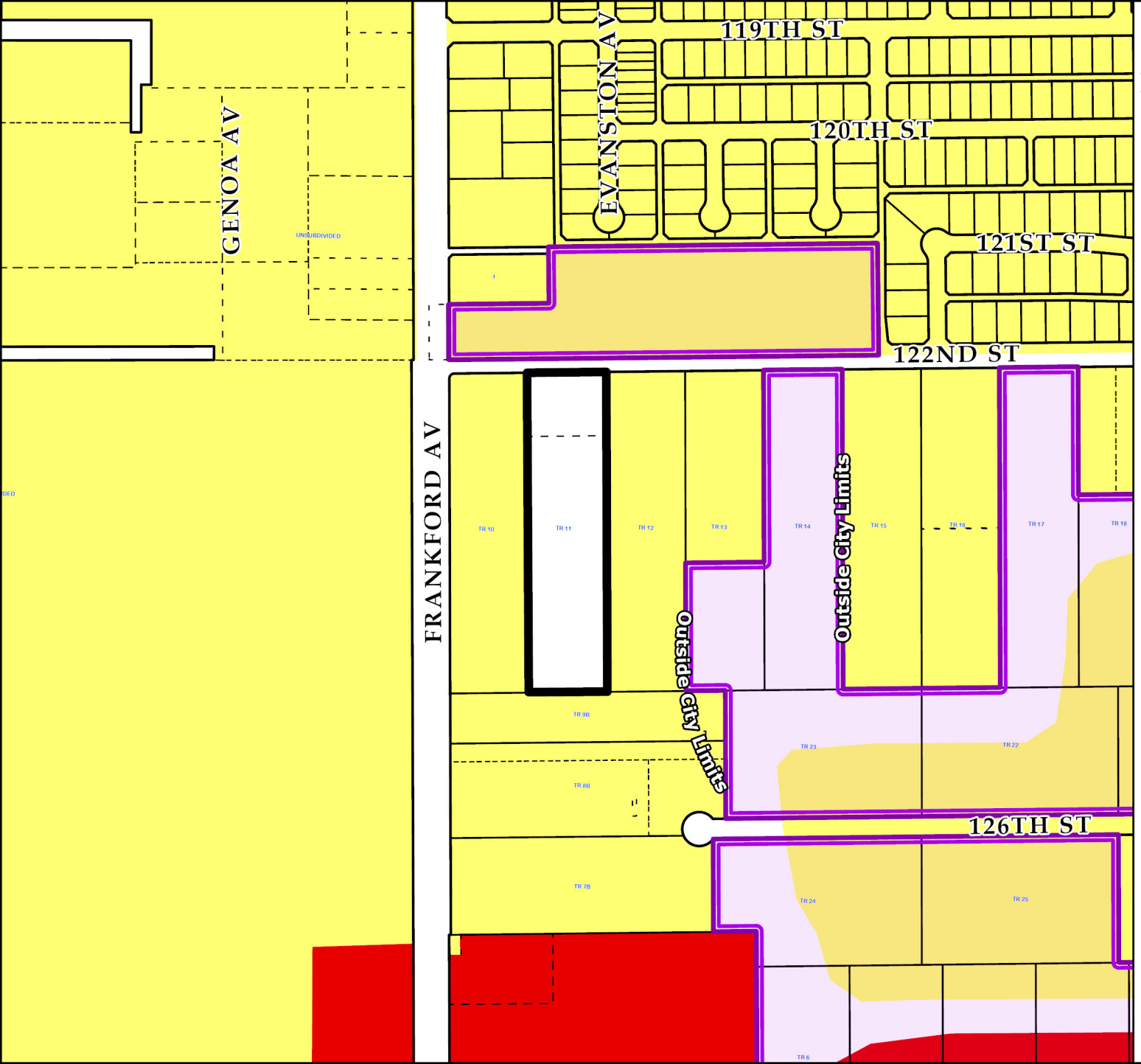
Date Exported: May 2022


PZC Mailout
Notifications Received
N
Legend
LocatorPnt3464
MailoutBuffer3464
<all other values>
Notification Result
In Favor
No Feedback
Opposed
122ND ST
126TH ST
FRANKFORD AVE
ELKHART AVE
LUBBOCK CITY LIMITS
IN
OUT
Created by Planning Department
Date: 5/27/2022
0
162.5
325
650 Feet

# Case Number 3464




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
119TH ST
120TH ST
121ST ST
122ND ST
126TH ST
GENOA AV
EVANSTON AV
ESSEX AV
ENGLEWOOD AV
ELMWOOD AV
ELKHART AV
FRANKFORD AV
Industrial Park
Outside City Limits
T to M-1
Transitional
General Retail
N
0
240
480
Feet
City of Lubbock TEXAS
Date Exported: May 2022




# 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

N

0 240 480 Feet

City of Lubbock TEXAS

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* X

*Opposed* ____

**Reasons and/or Comments:**

Print Name David Postar

Signature: [signature]

Address: 5625 County Rd 7410

Address of Property Owned: 122nd & Frankford

Phone Number: 806-785-3438

Email: gargoyledave@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

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* X

**Reasons and/or Comments:**

Print Name David Postar

Signature: [signature]

Address: 5625 County Rd 7410

Address of Property Owned: 1585 & Frankford

Phone Number: 806-785-3438

Email: gargoyledave@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

AI# 10871
Regular City Council Meeting 6. 11.
07/26/2022:

## Information

### Agenda Item

**Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provision of the City of Lubbock Ordinance No. 2009-O0060, at 5015 University Avenue, Suite A3, for an alcoholic beverage permit for Paradise Lounge, LLC.

### Item Summary

Effective August 8, 2009, Ordinance 2009-O0060 Amended Section 14.01.007 (Section 18-11). Alcoholic beverage-sales near church, school or hospital, in Chapter 14, Offenses-Miscellanous of City of Lubbock Code of Ordinances related to businesses who obtain a permit from the Texas Alcoholic Beverage Commission (TABC) for the sale of alcohol.

As part of the ordinance, the City Council adopted a standard which prohibits any business that is within 300 feet of any school or daycare, measured from property line to property line, from having a permit issues by TABC. The City Council may consider a variance to the 300-foot requirement in the Texas Alcoholic Beverage Code.

The request for a variance is from Paradise Lounge LLC, located at 5015 University Avenue, Suite A3, which is within 300 feet of Richard Milburn Academy.

A request for a new permit for on-premise alcohol sales at this location is pending, and requires a separation variance request. The City Council has wide discretion in considering whether to grant a variance. The following may be considered by the City Council (as noted by the State of Texas statute providing for the variance process):

1) The enforcement of the regulation in a particular instance is not in the best interest of the public;
2) The regulation constitutes waste or inefficient use of land or other resources;
3) The regulation creates an undue hardship on the applicant, does not serve its intended purpose or is not effective or necessary;
4) The variance may be granted for any other reason, after consideration of the health, safety and welfare of the public and the equity of the situation, if the governing body finds it to be in the best interest of the community.

### Fiscal Impact

None

### Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

**Attachments**

Resolution - Paradise Lounge
Paradise Zoning Certificate
Paradise Applicant Letters
Paradise TABC packet
Map - Paradise Lounge

# RESOLUTION

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

THAT the City Council, as the governing board of the City of Lubbock, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines herein that it is in the best interest of the community to approve and grant a variance, and hereby grants a variance, from the applicable provisions of City of Lubbock Ordinance No. 2009-O0060 at the following location: **Paradise Lounge, LLC at 5015 University, UnitA-3**, Lubbock, Texas. This variance shall remain in effect for so long as: 1) a **Mixed Beverage Permit [MB]**, 2) **Mixed Beverage Late Hours Permit [LB],** 3) **Food & Beverage Certificate, [FB],** or 4) a subsequent like use, if any, are in effect at the above-referenced location.

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

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

vw/ccdocs/Kelli/Resolutions/RES.Variance-Paradise Lounge
July 11, 2022

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

# ZONING CERTIFICATE

**Business Information**

Local Contact: Broderick Harris Local Contact Phone No.: 806-466-7443

Name of Business: Paradise Lounge LLC

Address: 5015 University Ave, UNit A-3 City: Lubbock State: TX Zip: 79413

Telephone: 806-466-7443 Email: bdharriscuts@gmail.com

**On Premise Consumption:**

*Type of Business:*

- ■ Restaurant
- ☐ Sports Grill
- ☐ Other (describe)_____
- ☐ Nightclub/Bar/Lounge
- ☐ Hotel/Arena/Civic Center
- ☐ Dance Hall
- ☐ Sexually Oriented Business

*Permit(s) Requested (Check all that apply):*

- ■ Mixed Beverage (MB)
- ■ Food & Beverage Cert. (FB)
- ☐ Minibar Permit (MI)
- ■ Mixed Beverage Late Hours (LB)
- ☐ Wine and Beer Retailer's (BG)
- ☐ Beer Retailer's On-Premise (BE)
- ☐ Beverage Cartage (PE)
- ☐ Private Club Beer & Wine (NB)
- ☐ Retail Dealer's On-Premise – late hours license (BL)
- ☐ Local Cartage Permit (E) – with BG only
- ☐ Brewpub License (BP)
- ☐ Other (describe)_____
- ☐ Catering (CB)
- ☐ Private Carrier's Permit (O) – Brewpubs (BP) with a BG only
- ☐ Food & Beverage Cert. (FB)
- ☐ Mixed Beverage Restaurant with Food and Beverage (RM)

**Off Premise Consumption:**

*Type of Business:*

- ☐ Grocery/Convenience Store
- ☐ Other (describe)_____
- ☐ Drug Store
- ☐ Package Store

*Permit(s) Requested (Check all that apply):*

- ☐ Beer Retailer's Off-Premise (BF)
- ☐ Wine Only Package Store (Q)
- ☐ Local Cartage Permit (E)
- ☐ Package Store (P)
- ☐ Local Distributor (LP)
- ☐ Other (describe)_____
- ☐ Wine and Beer Retailer's Off Premise (BQ)
- ☐ Third-Party Cartage Permit (ET)

**Property Owner Information**

Name: Keystone Properties

Address: 702 Texas Avenue City: Lubbock State: TX Zip: 79401

**Business Owner Information**

Name: Broderick Harris

Address: 5015 Univeristy Ave, Unit A-3 City: Lubbock State: TX Zip: 79413

**Applicant Information**

Name: Broderick Harris

Address: 5015 University Ave, Unit A-3 City: Lubbock State: TX Zip: 79413

Interest in Business/Authority to Make Application: Owner

---

If you have any questions pertaining to the City of Lubbock's Zoning Certificate, please contact:

| | | |
|---|---|---|
| City of Lubbock Planning Department | Phone: (806) 775 - 2108 | E-mail: cityplanning@mylubbock.us |
| City of Lubbock City Secretary's Office | Phone: (806) 775 - 2061 | E-mail: ocs@mylubbock.us |

City of Lubbock TEXAS

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

# ZONING CERTIFICATE

**Planning and Zoning Information**

Gross Sq. Footage of
Bldg. or Tenant Space: 2729 Zoning C-2 Sales Tax No.: 32084528788
Parking Ratio: 1 : 75 Spaces Req 37 Spaces Provided: 165

**Separation Information**

Is a Church or Hospital located within 300 feet of your establishment (door to door)? ☐ Yes ■ No

Is a School (Public or Private), day care, or child care facility located within 300 feet of your establishment (property line to property line)? ■ Yes ☐ No

**Additional Information**

No. of Game Machines: _____ Dance Floor ☐ Yes ☐ No

Dance Floor Size: _____ Live Entertainment ☐ Yes ☐ No

Z.B.A. Variance: _____ Case No.: _____

_____ Case No.: _____

Comments: _____

_____

**Applicant Signature**

I hereby certify that I have read and fully understand the zoning restrictions and ordinances applicable to this property and that all information contained herein is true and correct. I further understand that this certificate is issued subject to all applicable regulations of the City of Lubbock and the violation of any of these regulations may result in my being ordered to cease the violation or vacate the premises, as well as the revocation of this certificate. I understand that if licensed as a restaurant, this certificate only permits me to operate a restaurant with the incidental right to sell alcoholic beverages, and I certify that is my intent and purpose in acquiring this certificate.

Signature: B Harris Date: 7/6/22

**Planning Department Signature**

Distance Map Created? ☐ Yes ☐ No

Distance Map Attached? ☐ Yes ☐ No

Alcohol Variance Required? ☐ Yes ☐ No

If so, Resolution No.: _____

I hereby certify that to the best of my knowledge, this request currently complies with all applicable zoning regulations of the City of Lubbock.

Signature: _____ Date: _____

If you have any questions pertaining to the City of Lubbock's Zoning Certificate, please contact:

City of Lubbock Planning Department Phone: (806) 775 - 2108 E-mail: cityplanning@mylubbock.us

City of Lubbock City Secretary's Office Phone: (806) 775 - 2061 E-mail: ocs@mylubbock.us

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

**ZONING CERTIFICATE**

**Additional Permitting/Inspection Requirements**

Are you applying for this Zoning Certificate in association with one of the following activities?

| | | |
|---|---|---|
| ☐ New Construction | ☐ Remodel/Alteration | ☐ No Construction |
| ☐ Change in Occupancy Classification | ☐ No Previous Certificate of Occupancy | ☐ Serving Food or Ice |
| ■ Smoking Allowed in Facility | ☐ Tattoo or Body Piercing Facility | |

If so, a Certificate of Occupancy may be required. Please request a Zoning Use Verification Form from the Planning Department and follow the steps outlined below:

**Step One** – Obtain Zoning/Land Use approval from the Planning Department for the proposed business use.

**Step Two** – Based on the above information if a valid Certificate of Occupancy is not found, no construction will take place or there is a change in occupancy classification, follow the procedures for an Investigative Certificate of Occupancy. A certificate of occupancy will be issued for new construction and remodel/alteration permits as part of the permit process at the completion of construction.

**Step Three** – Investigative Certificate of Occupancy requirements. This process starts with Building Safety. You will need to speak to a Commercial Plan Examiner to see what documents are required.

**Step Four** – When the permit for the Investigative Certificate of Occupancy has been paid for the applicant will pay for and set up an inspection from the Fire Marshal's Office.

**Step Five** – If the proposed business will serve food, ice, allow smoking or tattoo or body piercing, permits need to be obtained from Environmental Health.

**Step Six** – Once inspections have been completed from Building Safety and the Fire Marshal's Office application for the Investigative Certificate of Occupancy will be made to Building Safety.

**Building Safety Office:** 1314 Avenue K
Lubbock, Texas 79457
(806) 775 – 2087

**Fire Marshal's Office:** 1601 Mac Davis Lane
Lubbock, Texas 79401
(806) 775 – 2646

If you have any questions pertaining to the City of Lubbock's Zoning Certificate, please contact:

| | | |
|---|---|---|
| City of Lubbock Planning Department | Phone: (806) 775 - 2108 | E-mail: cityplanning@mylubbock.us |
| City of Lubbock City Secretary's Office | Phone: (806) 775 - 2061 | E-mail: ocs@mylubbock.us |

DocuSign Envelope ID: 6255E167-1697-4568-BB1E-0ED7D300F0C3

# KEYSTONE PROPERTIES

July 5, 2022

Karen Edwards, Development Technician
City of Lubbock
P.O. Box 2000
Lubbock, TX 79457

Re: Request for Variance - Sale of Alcohol at 5015 University Unit A-3, Lubbock

Dear Ms. Edwards:

Keystone Properties, Owners of Property of the above referenced address give permission for our tenants, Paradise Lounge LLC, to apply for a Variance in order to open a Restaurant serving liquor, beer and wine.

If you require additional information, the please contact me at 806.747.3104. Thank you.

Sincerely,

DocuSigned by:
Clay Pritchett
11AD8E21DBFC424...

Clay Pritchett
Keystone Properties
702 Texas Avenue
Lubbock, TX 79401

DocuSign Envelope ID: CD5C8AB8-ED00-44E4-81C6-5ABF30F5166A

# PARADISE LOUNGE LLC

July 5, 2022

Karen Edwards, Development Technician
City of Lubbock
P.O. Box 2000
Lubbock, TX 79457

Re: Request for Variance - Sale of Alcohol at 5015 University Unit A-3, Lubbock

Dear Ms. Edwards:

I, Broderick Harris, am opening a restaurant named "Paradise Lounge" at the above address with the permission of the Owner of Property. As per your instruction, this is a formal request for a Variance for this address to include:

- TABC Mixed Beverage Permit (MB)
- TABC Food and Beverage Certificate (FB)
- TABC Mixed Beverage Late Hours Permit (LH)

The lease is with Keystone Properties, 702 Texas Avenue, Lubbock, TX 79401 and they can be contacted at 806.747.3104.

You may reach me at 806.466.7443 or at bdharriscuts@gmail.com if you need anything further. Thank you for your kind consideration.

Sincerely,

DocuSigned by:
9E8C220F770E48B...

Broderick D. Harris
Registered Agent and Manager
5015 University Unit #A3
Lubbock, TX 79413

TEXAS ALCOHOLIC BEVERAGE COMMISSION
*Texans Helping Businesses & Protecting Communities*

# Required Certifications

***Join TABC in the fight against human trafficking***

L-CERT (10/2021)

Submit this form to the proper officials to obtain certification for the type of license/permit for which you are applying as required by TX Alc. Bev. Code, Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13. This Required Certifications form must be submitted with your Initial Application form.
Contact your local TABC office for assistance.

## LOCATION INFORMATION

1. **Trade Name of Location (Name of restaurant, bar, store, etc.)**
Paradise Lounge

2. **Owner of Business/Applicant (Name of Corporation, LLC, etc.)**
Paradise Lounge, LLC

3. **Type of Owner**
☐ Corporation ■ Limited Liability Company ☐ Partnership
☐ Limited Partnership ☐ Limited Liability Partnership ☐ Other: _____

4. **Location Address**
5015 University Ave, Unit A-3

| City | County | State | Zip Code |
|---|---|---|---|
| Lubbock | Lubbock | TX | 79413 |

5. **Mailing Address**
1121 45th st

| City | County | State | Zip Code |
|---|---|---|---|
| Lubbock | Lubbock | TX | 79142 |

| 6. Business Telephone Number | Alternate Telephone Number | E-mail Address |
|---|---|---|
| 806-466-7443 | 682-320-8935 | bdharriscuts@gmail.com |

7. Application for:

| | | | | |
|---|---|---|---|---|
| ■ Original | ☐ Reinstatement | License/Permit Number | ☐ Reinstatement and Change of Trade Name | License/Permit Number |
| | ☐ Change of Location | License/Permit Number | ☐ Change of Location and Trade Name | License/Permit Number |

8A. Type of Off-Premise Retailer License/Permit:

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| ☐ | **BF** | Retail Dealer's Off-Premise License | ☐ | **E** | Local Cartage Permit | ☐ | **P** Package Store Permit |
| ☐ | **BQ** | Wine and Malt Beverage Retail Dealer's Off-Premise Permit | ☐ | **ET** | Third-Party Local Cartage Permit | ☐ | **Q** Wine Only Package Store |
| ☐ | **LP** | Local Distributor's Permit | | | | | |

8B. Type of On-Premise Retailer License/Permit

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| ☐ | **BE** | Retail Dealer's On-Premise License | ☐ | **E** | Local Cartage Permit | ■ | **MB** Mixed Beverage |
| ☐ | **BG** | Wine and Malt Beverage Retail Dealer's On-Premise Permit | ■ | **FB** | Food and Beverage Certificate | ☐ | **WP** Waterpark Permit |
| ☐ | **BP** | Brewpub License | ■ | **LH** | Late Hours Certificate | | |

8C. Type of Wholesaler's, Distributor's, or Manufacturer's License/Permit

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| ☐ | **BB** | General Distributor's License | ☐ | **D** | Distillers and Rectifiers Permit - allows on-premise consumption | ☐ | **S** Nonresident Seller's Permit |
| ☐ | **BC** | Branch Distributor's License | ☐ | **DS** | Out-of-State Winery Direct Shipper's Permit | ☐ | **SD** Brewer's Self-Distribution License |
| ☐ | **BN** | Nonresident Brewer's License | ☐ | **G** | Winery - allows on-premise consumption | ☐ | **W** Wholesaler's Permit |
| ☐ | **BW** | Brewer's License | ☐ | **J** | Bonded Warehouse | ☐ | **X** General Class B Wholesaler Permit |
| ☐ | **JD** | Bonded Warehouse (Dry Area) | | | | | |

9. For On or OFF-Premise Applicants, Indicate Primary Business Type at this Location

| | | | | |
|---|---|---|---|---|
| ☐ Bar | ☐ Grocery/Market | ☐ Package Store | | ☐ Sexually Oriented |
| ☐ Civic Center | ☐ Hotel | ☐ Public Entertainment Fac. (PEF *as defined in Sec. 108.73*) | | ☐ Sporting Arena |
| ☐ Convenience Store | ☐ Motel | ☐ Racetrack | | |
| ☐ Delivery Company | ☐ Movie Theater | ■ Restaurant | | |

**Trade Name:** Paradise Lounge

**Location Address:** 5015 University Ave, Unit A-3 **City:** Lubbock **County:** Lubbock

## Off-Premise Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit ...requests certification, the city secretary ...shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by charter or ordinance.

### Certificate of City Secretary: P, Q, BF, BQ

TX Alc. Bev. Code, Section 11.37 & 61.37

☐ **CHECK HERE IF NOT IN CITY LIMITS**

I hereby certify on this _____ day of _____, 20_____, that the location for which the license/permit is sought as the place of business is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

| | Permits/Licenses Wet For | Based on most recent local option election, area is wet for: |
|---|---|---|
| ☐ | **BF** | The legal sale of malt beverages for off-premise consumption only ☐ **greater than 5%** alcohol by volume ***OR*** ☐ **5% or less** alcohol by volume |
| ☐ | **BF, BQ, Q** | The legal sale of malt beverages and wine for off-premise consumption only |
| ☐ | **BF, BQ, Q, P** | The legal sale of all alcoholic beverages for off-premise consumption only |

***OR***

☐ **I hereby refuse on this _____ day of _____, 20____ to certify this location.**

**SIGN HERE**_____, _____, **TEXAS**
City Secretary/Clerk City

**SEAL**

## On-Premise Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit ...requests certification, the city secretary ...shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by charter or ordinance.

### Certificate of City Secretary (FOR MB, MB/FB, BG, BG/FB, BE, & BE/FB)

TX Alc. Bev. Code, Section 11.37 & 61.37

I hereby certify on this_____ day of_____, 20__, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

| | Permits/Licenses Wet For | Based on most recent local option election, area is wet for: |
|---|---|---|
| ☐ | **MB** | Mixed Beverage Permit |
| ☐ | **MB/FB** | Mixed Beverage Restaurant Permit with **required** Food and Beverage Certificate |
| ☐ | **BG*** | Wine and Malt Beverage Retail Dealer's On-Premise Permit |
| ☐ | **BG/FB*** | Wine and Malt Beverage Retail Dealer's On-Premise Permit with required Food and Beverage Certificate |
| ☐ | **BE*** | Retail Dealer's On-Premise License |
| ☐ | **BE/FB*** | Retail Dealer's On-Premise License with **required** Food and Beverage Certificate |
| *Mark box on right for **BE and/or BE/FB** | | ☐ **greater than 5%** alcohol by volume ***OR*** ☐ **5% or less** alcohol by volume |
| *Mark box on right for any of the following license or permit types **BG ,BG/FB BE, BE/FB** | | **Election for given location was held for:** ☐ legal sale of malt beverage/wine (17%) on-premise ***AFTER*** Sept. 1, 1999 ***OR*** ☐ legal sale of malt beverage/wine (14%) on-premise ***BEFORE*** Sept. 1, 1999 |

**SIGN HERE**_____, _____, **TEXAS**
City Secretary/Clerk City

**SEAL**

## Certification for Late Hours Certificate (LH)

TX Alc. Bev. Code, Chapters 29 & 70 et seq.

I hereby certify on this_____ day of_____, 20___, that one of the below is correct:

| | |
|---|---|
| ☐ | The governing body of this city or county has by ordinance or order authorized the sale of ***mixed beverages*** between midnight and 2:00 A.M.; |
| ***OR*** | |
| ☐ | The governing body of this city or county has by ordinance or order authorized the sale of ***malt beverage*** between midnight and _____A.M.; |
| ***OR*** | |
| ☐ | The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; |
| ***OR*** | |
| ☐ | The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010). |

**SIGN HERE**_____, _____, **TEXAS**
City Secretary/Clerk City

**SEAL**

**Trade Name:** Paradise Lounge

**Location Address:** 5015 University Ave, Unit A-3 **City:** Lubbock **County:** Lubbock

## Wholesaler, Distributor or Manufacturer Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit ...requests certification, the city secretary ...shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by charter or ordinance.

### Certificate of City Secretary for: BB, BC, J, W & X

☐ **CHECK HERE IF NOT IN CITY LIMITS**

I hereby certify on this ____ day of _____, 20__, that this location address is in a "**wet**" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

**SIGN HERE** _____, _____, **TEXAS**
City Secretary/Clerk City

**SEAL**

### Certificate of City Secretary for Winery (G) Applicants

Per Sec. 16.011, "A winery permit may be issued for premises in an area in which the sale of wine has not been authorized by a local option election..."

I hereby certify on this ____ day of _____, 20__, that this location address ☐ **is** ☐ **is not** in a "**wet**" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

**OR**

☐ **I hereby refuse on this _____ day of _____, 20____ to certify this location.**

**SIGN HERE** _____, _____, **TEXAS**
City Secretary/Clerk City

**SEAL**

### Certificate of City Secretary for: BW & D

I hereby certify on this ____ day of _____, 20__, that this location address is in a "**wet**" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages, **and**

☐ **does** ☐ **does not** allow for on-premise consumption **and**

☐ **does** ☐ **does not** allow for off-premise consumption in accordance with 501.035 of the Election Code.

**OR**

☐ **I hereby refuse on this _____ day of _____, 20____ to certify this location.**

**SIGN HERE** _____, _____, **TEXAS**
City Secretary/Clerk City

**SEAL**

**Trade Name:** Paradise Lounge

**Location Address:** 5015 University Ave, Unit A-3 **City:** Lubbock **County:** Lubbock

## Off-Premise Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit ... requests certification, the county clerk ... shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by any valid order ...

### Certificate of County Clerk: P, Q, BF, BQ

TX Alc. Bev. Code, Section 11.37 & 61.37

☐ **CHECK HERE IF NOT IN CITY LIMITS**

I hereby certify on this _____ day of _____, 20_____, that the location for which the license/permit is sought as the place of business is in a **"wet"** area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

| | Permits/Licenses Wet For | Based on most recent local option election, area is wet for: |
|---|---|---|
| ☐ | **BF** | The legal sale of malt beverages for off-premise consumption only ☐ **greater than 5%** alcohol by volume ***OR*** ☐ **5% or less** alcohol by volume |
| ☐ | **BF, BQ, Q** | The legal sale of malt beverages and wine for off-premise consumption only |
| ☐ | **BF, BQ, Q, P** | The legal sale of all alcoholic beverages for off-premise consumption only |

***OR***

☐ **I hereby refuse on this _____ day of _____, 20____ to certify this location.**

**SIGN HERE** _____, _____ **County**
County Clerk

**SEAL**

## On-Premise Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit ... requests certification, the county clerk ... shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by any valid order ...

### Certificate of County Clerk MB, MB/FB, BG, BG/FB, BE, & BE/FB

TX Alc. Bev. Code, Section 11.37 & 61.37

I hereby certify on this_____ day of_____, 20__, that this location address is in a **"wet"** area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

| | Permits/Licenses Wet For | Based on most recent local option election, area is wet for: |
|---|---|---|
| ☐ | **MB** | Mixed Beverage Permit |
| ☐ | **MB/FB** | Mixed Beverage Restaurant Permit with **required** Food and Beverage Certificate |
| ☐ | **BG*** | Wine and Malt Beverage Retail Dealer's On-Premise Permit |
| ☐ | **BG/FB*** | Wine and Malt Beverage Retail Dealer's On-Premise Permit with required Food and Beverage Certificate |
| ☐ | **BE*** | Retail Dealer's On-Premise License |
| ☐ | **BE/FB*** | Retail Dealer's On-Premise License with **required** Food and Beverage Certificate |
| *Mark box on right for **BE and/or BE/FB** | | ☐ **greater than 5%** alcohol by volume ***OR*** ☐ **5% or less** alcohol by volume |
| *Mark box on right for any of the following license or permit types **BG ,BG/FB BE, BE/FB** | | **Election for given location was held for:** ☐ legal sale of malt beverage/wine (17%) on-premise ***AFTER*** Sept. 1, 1999 ***OR*** ☐ legal sale of malt beverage/wine (14%) on-premise ***BEFORE*** Sept. 1, 1999 |

**SIGN HERE** _____, _____ **County**
County Clerk

**SEAL**

## Certification for Late Hours Certificate (LH)

TX Alc. Bev. Code, Chapters 29 & 70 et seq.

I hereby certify on this_____ day of_____, 20___, that one of the below is correct:

| | |
|---|---|
| ☐ | The governing body of this city or county has by ordinance or order authorized the sale of ***mixed beverages*** between midnight and 2:00 A.M.; |
| ***OR*** | |
| ☐ | The governing body of this city or county has by ordinance or order authorized the sale of ***malt beverage*** between midnight and _____A.M.; |
| ***OR*** | |
| ☐ | The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; |
| ***OR*** | |
| ☐ | The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010). |

**SIGN HERE** _____, _____ **County**
County Clerk

**SEAL**

**Trade Name:** Paradise Lounge

**Location Address:** 5015 University Ave, Unit A-3 **City:** Lubbock **County:** Lubbock

## Wholesaler, Distributor or Manufacturer Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit ... requests certification, the county clerk... shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by any valid order....

### Certificate of County Clerk for: BB, BC, J, W & X

☐ **CHECK HERE IF NOT IN CITY LIMITS**

I hereby certify on this ____ day of _____, 20__, that this location address is in a "**wet**" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

**SIGN HERE** _____, _____ **County**
County Clerk

**SEAL**

### Certificate of County Clerk for Winery (G) Applicants

Per Sec. 16.011, "A winery permit may be issued for premises in an area in which the sale of wine has not been authorized by a local option election..."

I hereby certify on this ____ day of _____, 20__, that this location address ☐ **is** ☐ **is not** in a "**wet**" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

**OR**

☐ **I hereby refuse on this _____ day of _____, 20____ to certify this location.**

**SIGN HERE** _____, _____ **County**
County Clerk

**SEAL**

### Certificate of County Clerk for: BW & D

I hereby certify on this ____ day of _____, 20__, that this location address is in a "**wet**" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages, **and**
☐ **does** ☐ **does not** allow for on-premise consumption **and**
☐ **does** ☐ does not allow for off-premise consumption in accordance with 501.035 of the Election Code.

**OR**

☐ **I hereby refuse on this _____ day of _____, 20____ to certify this location.**

**SIGN HERE** _____, _____ **County**
County Clerk

**SEAL**

**Trade Name:** Paradise Lounge

**Location Address:** 5015 University Ave, Unit A-3 **City:** Lubbock **County:** Lubbock

## Publisher's Affidavit for All Applicants Except BN, DS, S
## TX Alc. Bev. Code, Section 11.39 and 61.38

| | |
|---|---|
| Name of newspaper | |
| City, County | |
| Dates notice published in daily/weekly newspaper (MM/DD/YYYY) | |
| ***Publisher or designee certifies attached notice was published in newspaper stated on dates shown.*** | |
| Signature of publisher or designee | |
| Sworn to and subscribed before me on this date (MM/DD/YYYY) | |
| Signature of Notary Public | |
| **SEAL** | |

ATTACH PRINTED COPY OF THE NOTICE HERE

Click here to see example of newspaper publication

## Comptroller of Public Accounts Certificate for All Applicants
TX Alc. Bev. Code, Section 11.46 (b) & 61.42 (b)

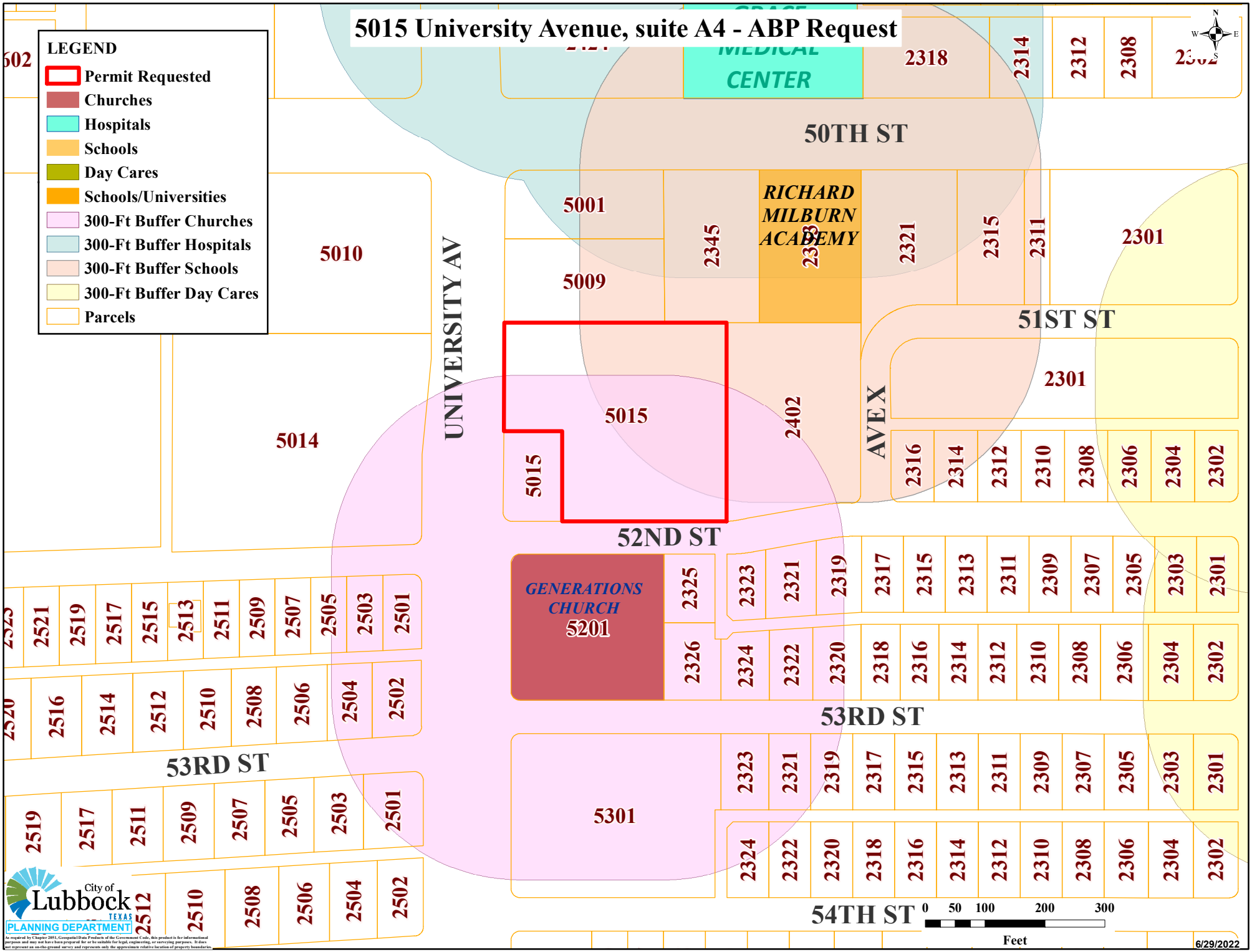
This is to certify on this_____ day of_____, 20_____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit and that none of the persons making this application are indebted to the State of Texas.

Sales Tax Permit Number_____ Outlet Number_____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

**SIGN HERE** _____ **FIELD OFFICE** _____ **SEAL**


5015 University Avenue, suite A4 - ABP Request
LEGEND
Permit Requested
Churches
Hospitals
Schools
Day Cares
Schools/Universities
300-Ft Buffer Churches
300-Ft Buffer Hospitals
300-Ft Buffer Schools
300-Ft Buffer Day Cares
Parcels
MEDICAL CENTER
50TH ST
RICHARD MILBURN ACADEMY
UNIVERSITY AV
AVE X
51ST ST
52ND ST
53RD ST
54TH ST
GENERATIONS CHURCH
5201
5001
5009
5010
5014
5015
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6/29/2022
City of Lubbock TEXAS
PLANNING DEPARTMENT