City of Lubbock, Texas
Regular City Council Meeting
October 10, 2023

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
Courtney Paz, City Secretary

http://www.mylubbock.us

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

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

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

1:00 p.m. - City Council convenes in City Council Chambers in Open Session and immediately recesses to Executive Session.

1. **Executive Session**

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

1. 1. 1. Settlement offer for Claim 23-C-055

1. 1. 2. Chapter 22 of the City of Lubbock Code of Ordinances and Chapter 13 of the Texas Water Code

1. 2. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Electric Utility Board, Lubbock Central Appraisal District Board of Directors, Permit & License Appeal Board, and the Planning & Zoning Commission.

Adjourn from Executive Session

2:00 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 2:00 p.m. on October 10, 2023. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

4. **Minutes**

4. 1. August 30, 2023 Special City Council Meeting
September 5, 2023 Special City Council Meeting
September 12, 2023 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 Ordinance No. 2023-O0118, Budget Ordinance Amendment 35, amending the FY 2022-23 Budget for municipal purposes respecting Grant Fund to accept and appropriate funding from the Texas Health and Human Services Commission; providing for filing; and providing for a savings clause.

5. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 1, amending the FY 2023-24 Budget for municipal purposes respecting the Grant Fund to accept and appropriate from the U.S. Department Federal Highway Administration; providing for filing; and providing for a savings clause.

5. 3. **Resolution - Finance:** Consider a resolution expressing intent to finance expenditures to be incurred for various capital projects and equipment approved by the City Council in the FY 2023-24 Operating Budget and Capital Program, and to reimburse the City from the proceeds of obligations that will be issued after the expenditure of funds to pay costs of such projects and equipment.

5. 4. **Resolution - Finance:** Consider a resolution approving and adopting the FY 2023-24 City of Lubbock Investment Policy and Investment Strategy, as reviewed and recommended by the Audit and Investment Committee.

5. 5. **Resolution - Risk Management:** Consider a resolution ratifying the actions of the City Manager in purchasing for and on behalf of Lubbock Power and Light, the City's municipal electric utility, property insurance coverage to include AEGIS, Talbot and Hiscox for which the premium shall not exceed a rate of $0.2666 per $100.

5. 6. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing portions of street and alley right-of-way in Section AK, Block 38, Lubbock County, Texas, in the West Milwaukee Ridge Subdivision, east of Upland Avenue between 37th Street and the Lubbock & Western Railway tracks.

5. 7. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept and execute for and on behalf of the City of Lubbock, a Concurrence Letter related to a Special Warranty Deed, and all related documents, associated with certain property located in Section 31, Block AK, Lubbock County, Texas, near the southwest corner of 66th Street and Upland Avenue, owned by Bar-Bell Holdings, LLC.

5. 8. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept and execute two Concurrence Letters, and two Street and Public Use Dedication Deeds, and all related documents, in connection with two parcels of property located in Section 26, Block AK, Lubbock County, on the north side of 98th Street between Upland Avenue and Alcove Avenue, owned by Connie Delle Cogdell, to be utilized for the 98th Street Road Project.

5. 9. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept and execute, for and on behalf of the City of Lubbock, a Concurrence Letter and a Street and Public Use Dedication Deed, and all related documents, in connection with certain real property located in Section 26, Block AK, Lubbock County, Texas, on the north side of 98th Street, east of Alcove Avenue, owned by Brian D. Schroeder and Nancy E. Schroeder, to be utilized for the 98th Street Roadway Project.

5. 10. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept and execute, for and on behalf of the City of Lubbock, a Concurrence Letter and Street and Public Use Dedication Deed, and all related documents, in connection with certain real property located in Section 26, Block AK, Lubbock County, Texas, on the north side of 98th Street, east of Alcove Avenue, owned by Dr. Tedd Mitchell and Dr.Janet Tornelli-Mitchell, to be utilized for the 98th Street Roadway Project.

5. 11. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Public Works Contract 17579, with Deerwood Construction, Inc., for installation of a water line along Milwaukee Avenue from 4th Street to Erskine Street.

5. 12. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Public Works Contract 17581, with MH Civil Constructors., Inc., for Water Line Change Out, Cowan Addition, Blocks 5 and 9.

5. 13. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing all remaining easements and right-of-way located in Block 130, Original Town of Lubbock, Lubbock County, Texas.

5. 14. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement 17618, with Freese & Nichols, Inc., for design services for the Southeast Water Reclamation Plant No. 3 Biological Nutrient Removal Improvements.

5. 15. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Contract 17632, with Kimley-Horn and Associates, Inc., for design services associated with the 114th Street, Frankford to Slide-22B Capital Improvements Project.

5. 16. **Ordinance 2nd Reading - Wastewater Utility:** Consider Ordinance No. 2023-O0119, amending the City of Lubbock Code of Ordinances, Chapter 22, "UTILITIES", to provide for establishing new definitions, delineating sewer line repair and maintenance responsibilities, amending the regulation for City-participation for large mains, and repealing certain inapplicable provisions.

5. 17. **Resolution - Water System Operations:** Consider a resolution authorizing the Mayor to execute Contract 17513, with the United States Geological Survey, for the operations, maintenance, and validation of various rain and stream flow gauges.

5. 18. **Resolution - Public Works Street Maintenance:** Consider a resolution authorizing the Mayor to execute Contract 17565, with West Texas Paving, Inc., for the reconstruction of East 33rd Street and Juniper Avenue.

5. 19. **Resolution - Public Works Traffic Management:** Consider a resolution authorizing the Mayor to execute Contract 17480, with Ennis-Flint, Inc., for traffic paint to stripe City thoroughfares and collector streets.

5. 20. **Resolution - Solid Waste:** Consider a resolution authorizing the Mayor to execute Contract 17498, with Box Gang Manufacturing LLC, for the purchase/services of dumpsters for residential collection service.

5. 21. **Ordinance 1st Reading - Building Safety:** Consider an ordinance amending Article 2.03, Division 13, of the City of Lubbock Code of Ordinances, regarding the duties and responsibilities of the Model Codes and Construction Advisory Board.

5. 22. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Job Order Contract TX-PH-GC-101619-WRC, with WR Construction, Inc., for the installation of the chain link fencing around the north and west sides of the Lubbock Animal Shelter.

5. 23. **Resolution - Community Development:** Consider a resolution authorizing the Mayor of the City of Lubbock to execute Contract No. 17628, a Community Development Block Grant Funding Agreement, and all related documents, by and between the City of Lubbock and the U. S. Department of Housing and Urban Development, for the funding of public service activities, non-public service activities, housing, direct delivery of services, and administration.

5. 24. **Resolution - Community Development:** Consider a resolution authorizing the Mayor of the City of Lubbock to execute Contract No. 17629, an Emergency Solutions Grant Funding Agreement, and all related documents, by and between the City of Lubbock and the U. S. Department of Housing and Urban Development, for the funding of Emergency Shelter, Rapid Re-Housing, Homeless Management Information System, and administration,

5. 25. **Resolution - Community Development:** Consider a resolution authorizing the Mayor of the City of Lubbock to execute Contract No. 17630, a HOME Investment Partnership and Funding Agreement, and all related documents, by and between the City of Lubbock and the U.S. Department of Housing and Urban Development, for the funding of Community Housing Development Organization operations and projects, affordable housing, and administration.

5. 26. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Amendment No. 15 to Contract 15200, with RS&H, Inc., for professional architectural and engineering services, for replacement of mechanical equipment at the Lubbock Preston Smith International Airport.

5. 27. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Contract 17593, with Hi-Lite Airfield Services, LLC, for runway rubber removal at the Lubbock Preston Smith International Airport.

5. 28. **Resolution - Public Transit Services:** Consider a resolution ratifying the acts of the Chief Financial Officer in executing the acceptance of an award of a Federal Transit Administration Section FY 2022 Section 5339(c) Low-No Discretionary Grant (Project ID TX-2023-120-00), to be used to purchase up to forty-eight 40-foot and 35-foot Gillig hybrid electric buses.

5. 29. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 326000024, with Dailey & Wells Communications, Inc., for the replacement of microwave communications network hardware utilized by the Public Safety Radio System.

5. 30. **Resolution - Fleet Services:** Consider a resolution authorizing the City Manager, or his designee, to purchase all the vehicles and equipment approved for replacement, for Fiscal Year 2023-24, to replace essential assets in various City departments and Citibus.

5. 31. **Ordinance 2nd Reading - Planning (District 1):** Consider Ordinance No. 2023-O00120, for Zone Case 59-B, a request of Roberta Beam, for a zone change from General Retail District (C-3) to Commercial-Apartment District (CA), at 2613 34th Street, located south of 34th Street, and east of Boston Avenue, Lisemby Addition, Block 1, Lots 5 through 7.

5. 32. **Ordinance 2nd Reading - Planning (District 1):** Consider Ordinance No. 2023-O00121, for Zone Case 0092-A, a request of Five Points Corporation for Heather Lea Hollingsworth, for a Specific Use for an Event Center on property zoned Local Retail District (C-2), at 4228, 4230, and 4232-A Boston Avenue, located south of 42nd Street and west of Boston Avenue, Modern Manors Addition, Blocks 1, 2, and 3..

5. 33. **Ordinance 2nd Reading - Planning (District 2):** Consider Ordinance No. 2023-O00122, for Zone Case 3488, a request of BW Gas & Convenience Retail, LLC for Buffalos Partners, LLC & CMH Properties, LLC, for a zone change from Transition District (T) to General Retail District (C-3), at 9704 Highway 87, located north of 98th Street and west of Highway 87, on 2.8 acres of unplatted land out of Block E, Section 8.

5. 34. **Ordinance 2nd Reading - Planning (District 4):** Consider Ordinance No. 2023-O00123, for Zone Case 3351-B, a request of Seventeen Services, LLC for Two men and a baby, LLC, for a zone change from Local Retail District (C-2) to Interstate Highway Commercial District (IHC), at 3201 114th Street, located south of 114th Street and east of Indiana Avenue, on 5.57 acres of unplatted land out of Block E-2, Section 21.

5. 35. **Ordinance 2nd Reading - Planning (District 4):** Consider Ordinance No. 2023-O00124, for Zone Case 3490, a request of Hugo Reed and Associates, Inc. for Red Canyon Development, LLC, for a Specific Use for an Athletic Center on property zoned Transition District (T), generally located south of 146th Street and west of Quaker Avenue, on 3.3 acres of unplatted land out of Block AK, Section 6

5. 36. **Ordinance 2nd Reading - Planning (District 4):** Consider Ordinance No. 2023-O00125, for Zone Case 2968-D, a request of SK Architecture Group, LLC for James Morgan, Ltd., for a zone change from Apartment-Medical District (AM) to Garden Office District (GO), at 4007, 4009, 4011, 4013, 4015 and 4017 98th Street, located south of 98th Street and east of Orlando Avenue, on 1.23 acres of unplatted land out of Block E-2, Section 17.

5. 37. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2023-O00126, for Zone Case 3058-E, a request of Seventeen Services, LLC for Shag Holdings LLC, for a zone change from Single-Family District (R-1) Specific Use for Residential Estates to General Retail District (C-3), at 7214 50th Street, located north of 50th Street and east of Upland Avenue, on 5.151 acres of unplatted land out of Block AK, Section 38.

5. 38. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2023-O00128, for Zone Case 3489, a request of Betenbough Homes, LLC, for a zone change from Transition District (T) to Two-Family District (R-2), generally located south of 146th Street and west of Frankford Avenue, on 207.15 acres of unplatted land out of Block AK, Section 10.

5. 39. **Ordinance 2nd Reading - Planning (District 6):** Consider Ordinance No. 2023-O00129, for Zone Case 3032-B, a request of DLC Designs, LLC for Daniel Aaron Homes of West Texas, LLC, Drylands Homes, LLC, and KLemer Real Estate, LLC, for a zone change from Single-Family District (R-1) Specific Use for Townhomes to Single-Family District (R-1) Specific Use for Garden Homes, at 50, 51, 52, 64, and 65 Amesbury Court and 66 and 67 Windsor Court, located north of Erskine Street and east of North Milwaukee Avenue, Wilshire Estates Addition, Lots 50, 51, 52, 64, 65, 66, and 67.

5. 40. **Ordinance 2nd Reading - Planning (District 6):** Consider Ordinance No. 2023-O00130, for Zone Case 2538-KK, a request of Delta Land Surveying for Red Yucca 806 Investments LLC, for a zone change from Single-Family District (R-1) to Two-Family District (R-2), at 2402 Urbana Place, located north of 25th Street and west of Urbana Place, Parkdale Addition, Block 2, Lots 3 through 5.

6. **Regular Agenda**

6. 1. **Resolution - City Secretary:** Consider a resolution to nominate board members to serve as Appraisal District Directors for the Lubbock Central Appraisal District.

6. 2. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2023-O00127, for Zone Case 3205-A, a request of Seventeen Services, LLC for Paradise Business Park, LLC, for a zone change from Interstate Highway Commercial District (IHC) to Local Retail District (C-2), generally located west of Frankford Avenue and south of 116th Street, on 5.524 acres of unplatted land out of Block AK, Section 20.

6. 3. **Ordinance 2nd Reading - Planning (District 6):** Consider Ordinance No. 2023-O00131, for Zone Case 3175-G, a request of SK Architecture Group for 806 Land Group LLC, for a zone change from Restricted Local Retail District (C-2A) and Reduced Setback Single-Family District (R-1A) to High-Density Apartment District (A-2), at 5914 Erskine Street, located north of Erskine Street, and west of North Genoa Avenue, on 3.475 acres of unplatted land out of Block JS, Section 7.

6. 4. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2023-O0116, abandoning and closing a portion of alley right-of-way located in Block 101, Original Town of Lubbock, Lubbock County, Texas, dedicated by map, plat and/or dedication deed recorded in Volume 5, Page 384 of the deed records of Lubbock County, Texas; and abandoning and closing three overhead utility easements and three underground utility easements also located in Block 101, Original Town of Lubbock, Lubbock County, Texas.

6. 5. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2023-O0132, and take action on the City of Lubbock Planning and Zoning Commission's final report of September 7, 2023, to the Lubbock City Council on proposed amendments to the Unified Development Code (Ordinance No. 2023-O0054) recommended for adoption, limited to the following:

1. Sections 39.02.006.a.3 & 39.02.006.b.3 (related to Lot Density and Dimensions);
2. Section 39.03.021.a.2 (related to Signs Exempt from Regulations);
3. Section 39.02.014 (related to the Reduction Overlay (RO) District);
4. Article 39.04 (related to Subdivision Standards);
5. Article 39.07 (related to Development Review Procedures);
6. Section 39.07.007(a) (related to Public Notice);
7.1. Section 39.02.016 (related to the Land Use Matrix);
7.2. Table 39.02.016-1 (related to Permitted Uses by District);
7.3. Table 39.02.006.e-1 (related to IP Permitted Uses);
7.4. Table 39.02.006.f-1 (related to LI Permitted Uses);
7.5. Table 39.02.006.g-1 (related to GI Permitted Uses);
8. Sections 39.02.020.b(4)(F)(A)(iii) and 39.02.020.b(4)(F)(B)(ii) (related to Residential Carport or Porte Cochere Locations);
9. Section 39.04.005-1 (related to Minimum Connection Spacing by Street Classification); and
10. Sections 39.02.005.d.3 and 39.02.018.c.7 and Tables 39.02.003-1 and 39.02.016-1 (related to Base Mixed Use Districts and Zoning Map)

AI# 11857
Regular City Council Meeting 1. 2.
10/10/2023:

Information

Agenda Item

Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Electric Utility Board, Lubbock Central Appraisal District Board of Directors, Permit & License Appeal Board, and the Planning & Zoning Commission.

Item Summary

Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Electric Utility Board, Lubbock Central Appraisal District Board of Directors, Permit & License Appeal Board, and the Planning & Zoning Commission.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

No file(s) attached.

AI# 11976
Regular City Council Meeting **4. 1.**
10/10/2023:

Information

Agenda Item

August 30, 2023 Special City Council Meeting
September 5, 2023 Special City Council Meeting
September 12, 2023 Regular City Council Meeting

Item Summary

August 30, 2023 Special City Council Meeting
September 5, 2023 Special City Council Meeting
September 12, 2023 Regular City Council Meeting

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

8.30.2023 S Joint P&Z
9.5.2023 S
9.12.2023

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
August 30, 2023
2:00 P.M.

The City Council of the City of Lubbock, Texas met in special session on the 30th of August, 2023, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 2:00 p.m.

2:00 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

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

Council Member Latrelle Joy attended via video conference.

Note: This was a joint meeting with the Planning and Zoning Commission. Members of the Commission, in attendance, were: Chair Zach Sawyer, Jordan Wheatley, Tanner Noble, James Bell, Terri Morris, Renee Cage, and Brandon Hardaway.

Note: City Council addressed agenda items in the following order:
- *1.1; and 2.*
- *Item No.'s 3 and 4 were deleted.*

1. Call to Order - Welcome and Introduction

The meeting was called to order at 2:00 p.m.

1. 1. Introductory remarks and Presentation by the City of Lubbock Planning Staff on the proposed Amendments to the Unified Development Code and revised Zoning Map

Kristen Sager, director of planning, gave a presentation and answered questions from City Council. Chad Weaver, city attorney, gave comments and answered questions from City Council.

2. Hold a Joint City Council Meeting and Public Hearing with the Planning and Zoning Commission to consider amending the Unified Development Code (Ordinance No. 2023-O0054), and zoning map, including but not limited to proposed amendments to Sections 39.02.006.a.3, related to Lot Density and Dimensions, 39.02.020.e.1.A.ii, related to Accessory Dwelling Units, 39.03.021.a.2, related to Signs Exempt from Regulations, 39.04.024.a related to the Required Notice for Final Plats Containing Lake or Flood Risk Areas, 39.02.014, related to the Reduction Overlay (RO) District, 39.04, related to Subdivision Standards, 39.07, related to Development Review Procedures, 39.07.007(a), related to Public Notice,

39.10.002, related to Definitions, 39.02.016, related to the Land Use Matrix, Table 39.02.016-1, related to Permitted Uses by District, Table 39.02.006.e-1 related to IP Permitted Uses, Table 39.02.006.f-1, related to LI Permitted Uses, Table 39.02.006.g-1 related to GI Permitted Uses, 39.02.020.b (4)(F)(A)(iii) and 39.02.020.b (4)(F)(B)(ii), related to Residential Carport or Porte-Cochere Locations, 39.07.038 (c)(4), related to Applicant Responsibilities for Preliminary Plats, 39.02.004.e related to the High Density Residential (HDR) District, Table 39.02.003-1, related to Zoning Districts, 39.02.005.a, related to General Mixed Use Standards, 39.02.004.e (4), related to Lot Density and Dimensions, and Section 39.03.016 related to Bufferyard Landscaping, and review and approve written lists of all documentation and other information the municipality requires to be submitted with a plat application, as required by H.B. 3699.

Kristen Sager, director of planning; and Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Mayor Payne read into the record the following statement: "At this time, City Council and the Planning and Zoning Commission, will hold a joint public hearing to consider amendments to the Unified Development Code. This joint public hearing with the Planning and Zoning Commission is conducted pursuant to Section 211.007 (d) of the Texas Local Government Code."

Mayor Payne opened the public hearing at 2:25 p.m.

Natalie Miller; Adam Hernandez, communication chair of Lubbock Compact; and Gretchen Scott spoke in favor of the proposed Amendment No. 6 (Notification Boundary - Public Notice); Cyndi Pratas, with the Tech Terrace UNIT Neighborhood Association; and Holle Humphries spoke in favor of the proposed Amendment No. 7 (Definition of "Family"); Natalie Miller; and Adam Hernandez, communication chair of Lubbock Compact, spoke in favor of the proposed Amendment No. 11 (Bufferyard Landscaping); Tonya Higgy Valdeen; and Jane Henry spoke in favor of the proposed Amendment No. 13 (Parking for Zone A-3); Stephen Faulk; Richard Murphy; Cyndi Pratas; and Mary Vines spoke in favor of the proposed Amendment No. 14 (High Density Residential); Mont McClendon spoke in favor of the proposed Amendment No. 15 (Zones MU-2 - MU-6); Stephen Faulk spoke in favor of the proposed Amendment No. 16 (Vertical Mixed-Use in High Density Residential); Mary Vines spoke in favor of the proposed Amendment No. 17 (Amendment to Zoning Map within Tech Terrace UNIT); Gretchen Scott spoke in favor of the proposed Amendment No. 18 (Residential Codes - Customary Home Occupation); Dora Cortez, with the North and East Lubbock Coalition, spoke in favor of the proposed Amendment No. 19 (Non-conformities; Amortization; and Industrial Zones); and Joshua Shankles; and Adam Hernandez spoke in favor of the proposed Amendment No. 20 (Heavy Industrial Zoning).

Adam Hernandez spoke in opposition of all proposed Amendments, with the exception of Amendment No.'s 6, 11, 19 and 20; George Hardberger; and Thomas Payne spoke in opposition of the proposed Amendment No. 14 (Vertical Mixed-Use in High Density Residential); Emily Hopsin spoke in opposition of the proposed Amendment No. 7 (Definition of "Family").

Terry Holeman, with the Developers Council; Mont McClendon; and Roger Settler spoke on this item.

Mayor Payne closed the public hearing at 4:17 p.m.

3. Consideration by the Planning and Zoning Commission, including taking action to make a recommendation to the Lubbock City Council regarding an ordinance amending the Unified Development Code (Ordinance No. 2023-O0054) and zoning map.

***This item was deleted.**

4. Consideration by the City Council, including taking action, on a recommendation by the Planning and Zoning Commission to adopt an ordinance amending the Unified Development Code (Ordinance No. 2023-O0054) and zoning map.

This item was deleted.

4:19 P.M. CITY COUNCIL ADJOURNED

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

The August 30, 2023 Special City Council Meeting minutes were approved by the City Council on the 10th day of October, 2023.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

***This item was discussed, by the Planning and Zoning Commission, without a quorum of Council Members present.**

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
September 5, 2023
2:00 P.M.

The City Council of the City of Lubbock, Texas met in special session on the 5th of September, 2023, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 2:00 p.m.

2:00 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

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

Council Member Latrelle Joy attended via video conference.

Note: *City Council addressed agenda items in the following order:*
- *Citizen Comments 1; 2.1; and 3.1-3.6.*

1. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding Item 2.1. in the Consent Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on September 5, 2023. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

Council Member Shelia Patterson Harris gave comments regarding the T.J. Patterson Memorial.

2. **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 Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve item 2.1.

Vote: 7 - 0 Motion carried

2. 1. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2023-O0107, Amendment 34, Amending the FY 2022-23 Budget for municipal purposes respecting the Public Safety Capital Projects Fund; providing for filing; and providing for a savings clause.

3. **Regular Agenda**

3. 1. **Public Hearing - Finance:** Hold a public hearing on the Proposed FY 2023-24 Operating Budget and Capital Program.

Public Hearing only.

Jarrett Atkinson, city manager, gave a presentation on the Proposed FY 2023-24 Operating Budget and Capital Program and answered questions from City Council.

Mayor Payne opened the public hearing at 2:25 p.m.

Mikel Ward; and Burley Owen appeared to speak on this item.

Mayor Payne closed the public hearing at 2:46 p.m.

3. 2. **Public Hearing - Finance:** Hold a public hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 3.17% (percentage by which the proposed tax rate exceeds the No-New-Revenue tax rate calculated under Chapter 26, Tax Code).

Public Hearing only.

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

Mayor Payne opened the public hearing at 2:47 p.m.

Mikel Ward; and Burley Owen appeared to speak on this item.

Mayor Payne closed the public hearing at 2:59 p.m.

3. 3. **Public Hearing - Finance:** Hold a public hearing on the proposed reduction in Storm Water Drainage Charges for the City of Lubbock.

Public Hearing only.

Mayor Tray Payne read into the record the following statement: "The Texas Local Government Code requires a public hearing be conducted by the city in regard to the proposed storm water drainage decrease".

Mayor Payne opened the public hearing at 3:00 p.m.

Mikel Ward appeared to speak on this item.

Mayor Payne closed the public hearing at 3:06 p.m.

3. 4. **Ordinance 1st Reading - Finance:** Ordinance No. 2023-O0108 approving and adopting a budget for Fiscal Year 2023-24; approving summary of estimated and forecasted revenues, appropriations, and use of excess reserves for all funds of the city; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by City Manager if necessary; re-appropriation of balances which support authorized

obligations or encumbrances; providing for filing of Adopted Budget; establishing civil service classifications and positions; appropriating funds for the Fiscal Year 2023-24 Operating Budget and Capital Program of the City of Lubbock; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan and positions; approving personnel; amending section 4.02.041 of the Code of Ordinances amending animal service fees as contained therein; amending section 22.03.084 of the Code of Ordinances amending the water base charge as contained therein; amending section 22.03.085 of the Code of Ordinances amending the water volume rate as contained therein; amending section 22.03.095 of the Code of Ordinances by revising the water utility reconnect and disconnect fees as contained therein; amending section 22.04.133(A) of the Code of Ordinances of the City of Lubbock by revising the significant industrial user permit fee as contained therein; amending section 22.04.174 of the Code of Ordinances of the City of Lubbock by adding a weekend dumping fee as contained therein; amending section 22.06.051 of the Code of Ordinances of the City of Lubbock by revising the solid waste landfill service fees as contained therein; amending section 22.06.185(A) of the Code of Ordinances of the City of Lubbock by revising the solid waste collections service fees as contained therein; providing for the reconciliation of the transfer of funds from the General Fund to Enterprise Funds; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation; finding that proper notice of meeting provided by law and ratifying such; providing a penalty; providing for publication; and providing for a savings clause.

Jarrett Atkinson, 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 Ordinance No. 2023-O0108.

Vote: 6 - 1 Motion carried

NAY: Council Member Mark W. McBrayer

3. 5. Ordinance 1st Reading - Finance: Consider an ordinance setting the tax rate and levying a tax upon all property subject to taxation within the City of Lubbock for 2023; apportioning said levy among the various funds and items for which revenue must be raised; fixing the times in which said taxes shall be paid and assessing penalty and interest for nonpayment of such taxes within the time provided.

Mayor Payne read into the record the following statement: "The City Council will vote on the tax rate on the second and final reading on September 12, 2023 at the Regular City Council Meeting, in City Council Chambers at 1314 Avenue K, at 2:00 p.m.".

Motion by Council Member Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2023-O0109, a property tax rate be increased by the adoption of a tax rate of 0.480164, which is effectively a 3.17% increase in the tax rate.

Vote: 6 - 1 Motion carried

NAY: Council Member Mark W. McBrayer

3. 6. **Resolution - Finance:** Resolution No. 2023-R0419, amending the schedule of drainage charges by decreasing the rates.

Motion by Mayor Pro Tem Shelia Patterson Harris, seconded by Council Member Christy Martinez-Garcia, to approve Resolution No. 2023-R0419.

Vote: 7 - 0 Motion carried

3:30 P.M. CITY COUNCIL ADJOURNED

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

The September 5, 2023 Special City Council Meeting minutes were approved by the City Council on the 10th day of October, 2023.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
September 12, 2023
11:00 A. M.

The City Council of the City of Lubbock, Texas met in regular session on the 12th of September, 2023, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 11:00 a.m.

11:00 A.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

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

Note: City Council addressed agenda items in the following order:
- *Executive Session; 2.1-2.2; Citizen Comments 3; 4.1; 5.1-5.20; 5.22-5.48; 5.21; and 6.1-6.7.*
- *Item No. 5.20 was amended.*

1. Executive Session

The meeting recessed at 11:01 a.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 2:03 p.m., and the meeting was called to order at 2:05 p.m.

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

1. 1. 1. Settlement offer for Claim No. 22-C-121

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

1. 2. 1. City Attorney

1. 2. 2. City Manager

1. 2. 3. City Secretary

1. 3. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Lubbock Central Appraisal District Board of Directors.

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

City Council reconvened at 2:03 p.m.

2. Ceremonial Items

2. 1. Invocation

Josh Reglin, Chaplain at Covenant Medical Center, led the invocation.

2. 2. Pledges of Allegiance

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

Call to Order

The meeting was called to order at 2:05 p.m.

3. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on September 12, 2023. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

No one appeared to speak.

4. Minutes

4. 1. July 18, 2023 Special City Council Meeting - Electric Utility Board
July 31, 2023 Special City Council Meeting - Budget Work Session
August 1, 2023 Special City Council Meeting - Budget Work Session
August 8, 2023 Regular City Council Meeting

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Latrelle Joy, to approve the July 18, 2023 Special City Council Meeting - Electric Utility Board minutes; the July 31, 2023 Special City Council Meeting - Budget Work Session minutes; the August 1, 2023 Special City Council Meeting - Budget Work Session minutes; and the August 8, 2023 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Christy Martinez-Garcia, seconded by Mayor Pro Tem Shelia Patterson Harris, to approve items 5.1-5.20 and 5.22-5.48.

Vote: 7 - 0 Motion carried

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2023-O0095, Amendment 32, Amending the FY 2022-23 Budget for municipal purposes respecting the Streets Capital Projects Fund; providing for filing; and providing for a savings clause.

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

5. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2023-O0107, Amendment 34, Amending the FY 2022-23 Budget for municipal purposes respecting the Public Safety Capital Projects Fund; providing for filing; and providing for a savings clause.

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

5. 2. 1. **Resolution - Lubbock Fire Rescue:** Resolution No. 2023-R0420 authorizing the Mayor to execute Contract 17449, with Lee Lewis Construction, Inc., for the construction of Fire Station 20 located at 3210 142nd Street.

5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2023-O0110, Amendment 31, Amending the FY 2022-23 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Health and Human Services Commission; providing for filing; and providing for a savings clause.

5. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2023-O0111, Amendment 33, amending the FY 2022-23 Budget for municipal purposes respecting the Civic Centers Fund; providing for filing; and providing for a savings clause.

5. 5. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2023-O0112, Amendment 36, amending the FY 2022-23 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Federal Transit Administration; providing for filing; and providing for a savings clause.

5. 6. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2023-O0113, Amendment 37, Amending the FY 2022-23 Budget for municipal purposes respecting the Parks Capital Project Fund; providing for filing; and providing for a savings clause.

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

5. 7. **Ordinance 2nd Reading - Finance:** Ordinance No. 2023-O0096, the Sixteenth Supplemental Ordinance, updating the Vintage Township Public Improvement District Service and Assessment Plan and Assessment Roll.

5. 8. **Ordinance 2nd Reading - Finance:** Ordinance No. 2023-O0097, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Bell Farms PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2023 assessments for the cost of certain services and improvements to be provided in the district during FY 2023-24; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

5. 9. **Ordinance 2nd Reading - Finance:** Ordinance No. 2023-O0098, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2023 assessments for the cost of certain services and improvements to be provided in the district during FY 2023-24; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

5. 10. **Ordinance 2nd Reading - Finance:** Ordinance No. 2023-O0099, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2023 assessments for the cost of certain services and improvements to be provided in the district during FY 2023-24; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

5. 11. **Ordinance 2nd Reading - Finance:** Ordinance No. 2023-O0100, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Northwest Passage PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2023 assessments for the cost of certain services and improvements to be provided in the district during FY 2023-24; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

5. 12. **Ordinance 2nd Reading - Finance:** Ordinance No. 2023-O0101, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2023 assessments for the cost of certain services and improvements to be provided in the district during FY 2023-24; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

5. 13. **Ordinance 2nd Reading - Finance:** Ordinance No. 2023-O0102, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Upland Crossing PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2023 assessments for the cost of certain services and improvements to be provided in the district during FY 2023-24; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

5. 14. **Ordinance 2nd Reading - Finance:** Ordinance No. 2023-O0103, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2023 assessments for the cost of certain services and improvements to be provided in the district during FY 2023-24; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

5. 15. **Ordinance 2nd Reading - Finance:** Ordinance No. 2023-O0104, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Willow Bend Villas PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2023 assessments for the cost of certain services and improvements to be provided in the district during FY 2023-24; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

5. 16. **Resolutions - Finance:** Resolution No.'s 2023-R0421, 2023-R0422, 2023-R0423, and 2023-R0424, authorizing the Mayor to execute Contract 17361 with Premier Waterworks, Inc., Contract 17508 with Core and Main, LP, Contract 17507 with Ferguson Enterprises, Inc., and Contract 17509 with O'Tool Plastic Pipe, Inc., for water inventory items.

5. 17. **Resolution - Business Development:** Resolution No. 2023-R0425 accepting a Special Warranty Deed for real property located at various tracts within the Bell Farms Public Improvement District as described on the exhibits to the Special Warranty Deed, granted to the City of Lubbock on behalf of the Bell Farms Public Improvement District by Betenbough Homes, LLC.

5. 18. **Resolution - Business Development:** Resolution No. 2023-R0426 authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Mackenzie Village Shopping Center, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 19. **Resolution - Business Development:** Resolution No. 2023-R0427 authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Those Iowa Girls Antiques, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 20. **Resolution - Risk Management:** Resolution No. 2023-R0428 authorizing the City Manager to purchase, for and on behalf of Lubbock Power and Light, the City’s municipal electric utility, property insurance coverage to include terrorism, with the insurers as yet to be determined, for which the premium shall not exceed a rate of $0.1333 per $100.

This item was amended.

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

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Shelia Patterson Harris, to accept the amendment of a not to exceed rate of $0.3497 per $100.00 from the not to exceed rate of $0.1333 per $100.00.

Vote: 7 - 0 Motion carried

5. 21. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2023-O0116, abandoning and closing a portion of alley right-of-way located in Block 101, Original Town of Lubbock, Lubbock County, Texas, dedicated by map, plat and/or dedication deed recorded in Volume 5, Page 384 of the deed records of Lubbock County, Texas; and abandoning and closing three (3) overhead utility easements and three (3) underground utility easements also located in Block 101, Original Town of Lubbock, Lubbock County, Texas.

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

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Steve Massengale, to approve Ordinance No. 2023-O0116.

Vote: 6 - 1 Motion carried

NAY: Mayor Pro Tem Shelia Patterson Harris

5. 22. **Resolution - Right-of-Way:** Resolution No. 2023-R0429 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Street and Public Use Dedication Deed, and all related documents, from South Plains Electric Cooperative, in connection with certain real property located in Section 26, Block AK, Lubbock County, Texas, as described under County Clerk File No. 2016011116 of the Official Public Records of Lubbock County, Texas, to be utilized for street, curb, gutter, sidewalk, drainage right-of-way, public utilities, and other public purposes.

5. 23. **Resolution - Right-of-Way:** Resolution No. 2023-R0430 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Street and Public Use Dedication Deed, and all related documents, from Double W Development, LLC, in connection with certain real property located in Section 26, Block AK, Lubbock County, Texas, to be utilized for the Upland Avenue Street Project.

5. 24. **Resolution - Engineering:** Resolution No. 2023-R0431 authorizing the Mayor to execute Change Order No. 1 to Contract 16917, by and between the City of Lubbock and Lone Star Dirt and Paving, Ltd., for Erskine Street Reconstruction Projects.

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

5. 25. **Resolution - Engineering:** Resolution No. 2023-R0432 authorizing the Mayor to execute Professional Services Agreement 17314, by and between the City of Lubbock and Freese and Nichols, Inc., for the Mackenzie Park Dam Evaluation and Restoration.

5. 26. **Resolution - Engineering:** Resolution No. 2023-R0433 receiving the Semi-Annual Report from the Capital Improvements Advisory Committee (CIAC), regarding the progress and implementation of the Impact Fee Program.

5. 27. **Ordinance 1st Reading - Water Utilities:** Ordinance No. 2023-O0114, amending Article 22.03 of the Code of Ordinances of the City of Lubbock, by adding Section 22.03.098, to provide a definition of governmental agencies and subdivisions.

5. 28. **Ordinance 1st Reading - Water Utilities:** Ordinance No. 2023-O0115, amending Article 22.03.091 of the Code of Ordinances of the City of Lubbock, by deleting Section 22.03.091(h), which removes a special wholesale water rate for the Lubbock Reese Redevelopment Authority.

5. 29. **Resolution - Public Works Streets:** Resolution No. 2023-R0434 authorizing the Mayor to execute Contract 17505, with West Texas Paving, for the repair of failed paved areas on 82nd Street between Slide Road and Milwaukee Avenue.

5. 30. **Resolution - Public Health Services:** Resolution No. 2023-R0435 authorizing the Mayor to execute Contract 17398, and all related documents, by and between the City of Lubbock and Initium Health, for a Community Health Assessment and Community Health Improvement Plan.

5. 31. **Resolution - Public Health Services:** Resolution No. 2023-R0436 ratifying the acts of the Mayor in executing Amendment No. 2, and all related documents, to the Health and Human Services Commission (HHSC) Contract No. HHS000780500002, under the Substance Use Prevention, Treatment and Recovery Services Block Grant Program, to provide funding for Community Health Workers (CHW), by and between the City of Lubbock, and the State of Texas' Health and Human Services Commission.

5. 32. **Resolution - Public Health Services:** Resolution No. 2023-R0437 ratifying the acts of the Mayor in executing Amendment No. 3, and all related documents, to the Health and Human Services Commission (HHSC) Contract No. HHS000779500003, under the Substance Use Prevention, Treatment and Recovery Services Block Grant Program, to provide Treatment for Youth (TRY) funding, by and between the City of Lubbock, and the State of Texas' Health and Human Services Commission.

5. 33. **Resolution - Public Health Services:** Resolution No. 2023-R0438 ratifying the acts of the Mayor in executing Amendment No, 3, and all related documents, to the Health and Human Services Commission Contract No. HHS000779500004, under the Substance Use Prevention, Treatment and Recovery Services Block Grant Program, to provide funding for Treatment for Females (TRF), by and between the City of Lubbock, and the State of Texas Health and Human Services Commission.

5. 34. **Resolution - Public Health Services:** Resolution No. 2023-R0439 ratifying the acts of the Mayor in executing Amendment No. 2, and all related documents, to the Health and Human Services Commission (HHSC) Contract No. HHS000779500006, under the Substance Use Prevention, Treatment and Recovery Services Block Grant Program, under the Co-occurring Psychiatric and Substance Use Disorders (COPSD), by and between the City of Lubbock, and the State of Texas' Health and Human Services Commission.

5. 35. **Resolution - Public Health Services:** Resolution No. 2023-R0440 ratifying the acts of the Mayor in executing Amendment No. 3, and all related documents, to the Health and Human Services Commission (HHSC) Contract No. HHS0007795500002, under the Substance Use Prevention, Treatment and Recovery Services Block Grant Program, to provide funding for Treatment of Adults (TRA), by and between the City of Lubbock, and the State of Texas' Health and Human Services Commission.

5. 36. **Resolution - Public Health Services:** Resolution No. 2023-R0441 ratifying the acts of the Mayor in executing Amendment No. 3, and all related documents, to the Health and Human Services Commission (HHSC) Contract No. HHS001081400001, under the Substance Abuse Prevention and Behavioral Health Promotion Grant Programs (SA/Prevention), to provide funding for the Substance Abuse Prevention Program, by and between the City of Lubbock, and the State of Texas' Health and Human Services Commission.

5. 37. **Resolution - Public Health Services:** Resolution No. 2023-R0442 ratifying the acts of the Mayor in executing Amendment No. 2, and all related documents, to the Health and Human Services Commission (HHSC) Contract No. HHS000779500001, under the Substance Use Prevention, Treatment and Recovery Services Block Grant Program, to provide funding for Administration Substance Use Disorder Services (ADMIN) grant, by and between the City of Lubbock, and the State of Texas' Health and Human Services Commission.

5. 38. **Resolution - Public Transit Services:** Resolution No. 2023-R0443 authorizing the Mayor to execute Amendment No. 1 to the Service Agreement dated March 9, 2021, by and between the City of Lubbock and SPARE Labs, Inc., to allow Citibus to use non-dedicated fleets or third party providers through a SPARE Open Fleets integration.

5. 39. **Resolution - Public Transit Services:** Resolution No. 2023-R0444 authorizing the Mayor to execute a Transit System Management Contract, and all related documents, by and between the City of Lubbock and RATP Dev USA, Inc., to manage and operate the public transportation system owned by the City of Lubbock.

5. 40. **Resolution - Public Transit Services:** Resolution No. 2023-R0445 authorizing the Mayor to execute FY 2024 Section 5307 Grant, TxDOT URB 2403 (05), Project ID 51309030524, with the Texas Department of Transportation for operating assistance for Citibus.

5. 41. **Resolution - Parks and Recreation:** Resolution No. 2023-R0446 authorizing the City Council to reject any and all bids received for the Citizen's Tower Landscape Maintenance Project.

5. 42. **Resolution - Information Technology:** Resolution No. 2023-R0447 authorizing the Mayor to execute Purchase Order 33100048, with Dell Marketing LP, for the purchase of Dell Power Scale Data Storage systems to replace existing data storage infrastructure and provide additional data storage capacity.

5. 43. **Resolution - Police:** Resolution No. 2023-R0448 authorizing the Mayor to execute an interlocal agreement with Lubbock County, Texas, allocating and transferring 50% of the City's Justice Assistance Grant (JAG) award under the FY2023 Edward Byrne Memorial Justice Grant Program, to Lubbock County, in order to fund the Lubbock County Joint Enforcement Initiative.

5. 44. **Resolution - Police:** Resolution No. 2023-R0449 authorizing the City Manager to apply for and execute an agreement with the State of Texas, Rifle-Resistant Body Armor Grant Program, to fund rifle resistant body armor for the Lubbock Police Department.

5. 45. **Resolution - Lubbock Power & Light:** Resolution No. 2023-R0450 authorizing the Chief Administrative Officer, or his designee, to execute that certain Sixth Amendment to Professional Services Agreement (PSA) dated May 29, 2018, by and between the City of Lubbock, acting by and through LP&L, and TMG Utility Advisory Services, Inc. (TMG) for the Statement of Work (SOW) to identify and display initial analysis of production issues reported to TMG.

5. 46. **Resolution - Lubbock Power & Light:** Resolution No. 2023-R0451 adopting the Electric Rate/Tariff Schedule of Lubbock Power & Light, the City of Lubbock's municipally owned electric utility, applicable to all rate classes, effective October 1, 2023.

5. 47. **Ordinance 2nd Reading - Planning (District 2):** Ordinance No. 2023-O0105, for Zone Case 3486, a request of Core States Group for Ramona Prater and Estate of Charles Prater, for a zone change from Transition District (T) to Commercial District (C-4), at 11213 University Avenue, located north of 114th Street and east of University Avenue, on 2.852 acres of unplatted land out of Block E, Section 10.

5. 48. **Ordinance 2nd Reading - Planning (District 4):** Ordinance No. 2023-O0106, for Zone Case 3257-P, a request of Hugo Reed and Associates, Inc. for 1585 Development, LLC and Rocket Partners I, LLC, for a zone change from Single-Family District (R-1) Specific Use for Reduced Setbacks to Single-Family District (R-1) Specific Use for Townhouse/Garden Home, generally located west of Elgin Avenue and south of 137th Street, on 3 acres of unplatted land out of Block AK, Section 1.

6. Regular Agenda

6. 1. **Resolution - Planning:** Resolution No. 2023-R0452 authorizing the Mayor to execute Amendment No. 1 to the Municipal Services Agreement with the Lubbock Economic Development Alliance, Inc, for the requested annexation of an area of land generally described as 411 acres north of East 4th Street and east of East Loop 289, into Lubbock's corporate limits.

Victor Escamilla, planning and zoning manager, gave a presentation and answered questions from City Council. Jarrett Atkinson, city manager; and Chad Weaver, city attorney, gave comments and answered questions from City Council.

Motion by Council Member Steve Massengale, seconded by Council Member Christy Martinez-Garcia, to approve Resolution No. 2023-R0452.

Vote: 7 - 0 Motion carried

6. 2. **Public Hearing - Planning:** Ordinance No. 2023-O0117, a request for annexation, from the Lubbock Economic Development Alliance, Inc., to annex an area of approximately 411 acres, adjacent to the eastern city limits of the City of Lubbock, north of East 4th Street and east of East Loop 289, into Lubbock's corporate limits.

Victor Escamilla, planning and zoning manager; and Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Mayor Payne read into the record the following statement: "The Local Government Code requires a public hearing for the City Council to consider the annexation of property. At this time, I will open the public hearing in regard to the annexation of an area of approximately 411 acres, adjacent to the eastern city limits of the City of Lubbock, north of East 4th Street and east of East Loop 289, into Lubbock's corporate limits."

Mayor Payne opened the public hearing at 2:34 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 2:35 p.m.

Motion by Council Member Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2023-O0117.

Vote: 7 - 0 Motion carried

6. 3. **Ordinance 2nd Reading - Finance:** Ordinance No. 2023-O0108, approving and adopting a budget for Fiscal Year 2023-24; approving summary of estimated and forecasted revenues, appropriations, and use of excess reserves for all funds of the city; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by City Manager if necessary; re-appropriation of balances which support authorized obligations or encumbrances; providing for filing of Adopted Budget; establishing civil service classifications and positions; appropriating funds for the Fiscal Year 2023-24 Operating Budget and Capital Program of the City of Lubbock; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan and positions; approving personnel; amending section 4.02.041 of the Code of Ordinances amending animal service fees as contained therein; amending section 22.03.084 of the Code of Ordinances amending the water base charge as contained therein; amending section 22.03.085 of the Code of Ordinances amending the water volume rate as contained therein; amending section 22.03.095 of the Code of Ordinances by revising the water utility reconnect and disconnect fees as contained therein; amending section 22.04.133(A) of the Code of Ordinances of the City of Lubbock by revising the significant industrial user permit fee as contained therein; amending section 22.04.174 of the Code of Ordinances of the City of Lubbock by adding a weekend dumping fee as contained

therein; amending section 22.06.051 of the Code of Ordinances of the City of Lubbock by revising the solid waste landfill service fees as contained therein; amending section 22.06.185(A) of the Code of Ordinances of the City of Lubbock by revising the solid waste collections service fees as contained therein; providing for the reconciliation of the transfer of funds from the General Fund to Enterprise Funds; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation; finding that proper notice of meeting provided by law and ratifying such; providing a penalty; providing for publication; and providing for a savings clause.

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

Mayor Payne, read into the record, the following voted "YAY": Mayor Tray Payne, Mayor Pro Tem Shelia Patterson Harris, Council Member Christy Martinez-Garcia, Council Member Steve Massengale, Council Member Dr. Jennifer Wilson, and Council Member Latrelle Joy; and the following voted "NAY": Council Member Mark W. McBrayer.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Christy Martinez-Garcia, to approve Ordinance No. 2023-O0108.

Vote: 6 - 1 Motion carried

NAY: Council Member Mark W. McBrayer

6. 4. **Resolution - Finance:** Resolution No. 2023-R0453 ratifying the adoption of the FY 2023-24 Budget that raises more tax revenue than was generated the previous year.

Mayor Payne, read into the record, the following voted "YAY": Mayor Tray Payne, Mayor Pro Tem Shelia Patterson Harris, Council Member Christy Martinez-Garcia, Council Member Steve Massengale, Council Member Dr. Jennifer Wilson, and Council Member Latrelle Joy; and the following voted "NAY": Council Member Mark W. McBrayer.

Motion by Council Member Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Resolution No. 2023-R0453.

Vote: 6 - 1 Motion carried

NAY: Council Member Mark W. McBrayer

6. 5. **Ordinance 2nd Reading - Finance:** Ordinance No. 2023-O0109, setting the tax rate and levying a tax upon all property subject to taxation within the City of Lubbock for 2023; apportioning said levy among the various funds and items for which revenue must be raised; fixing the times in which said taxes shall be paid and assessing penalty and interest for nonpayment of such taxes within the time provided.

Motion by Council Member Steve Massengale, seconded by Council Member Christy Martinez-Garcia, to approve Ordinance No. 2023-O0109, a property tax rate be increased by the adoption of a tax rate of 0.480164, which is effectively a 3.17% increase in the tax rate.

Vote: 6 - 1 Motion carried

NAY: Council Member Mark W. McBrayer

6. 6. **Resolution - Finance:** Resolution No. 2023-R0454 amending the allocation of the Hotel Occupancy Tax Revenues for FY 2023-24 and distributing receipts, net of collection expenses, as authorized in Subsection 18.03.001(b)(2) of the Code of Ordinances of the City of Lubbock.

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

Motion by Council Member Mark W. McBrayer, seconded by Council Member Latrelle Joy, to approve Resolution No. 2023-R0454.

Vote: 7 - 0 Motion carried

6. 7. **Resolution - Finance:** Resolution No. 2023-R0455 authorizing the Mayor to execute an amendment to the Grant Management Agreement between the City of Lubbock and Market Lubbock, Inc., dated January 25, 1996, as adopted by Resolution No. 5089.

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

Motion by Council Member Latrelle Joy, seconded by Council Member Christy Martinez-Garcia, to approve Resolution No. 2023-R0455.

Vote: 7 - 0 Motion carried

3:08 P.M. CITY COUNCIL ADJOURNED

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

The September 12, 2023 Regular City Council Meeting minutes were approved by the City Council on the 10th day of October, 2023.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

AI# 11905
Regular City Council Meeting 5. 1.
10/10/2023:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Ordinance No. 2023-O0118, Budget Ordinance Amendment 35, amending the FY 2022-23 Budget for municipal purposes respecting Grant Fund to accept and appropriate funding from the Texas Health and Human Services Commission; providing for filing; and providing for a savings clause.

Item Summary

On September 12, 2023, the City Council approved the 1st reading of the ordinance.

I. Accept and appropriate $1,222,386 from the Texas Health and Human Services Commission for the Adult Treatment Grant

The goal of the Adult Treatment Grant is to provide substance use disorder services to the City of Lubbock. The Health and Human Services Comission has awarded an additional $1,222,386 through amending the current contract with the city.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 35

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2022-23 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

WHEREAS, the City Council deems it advisable to change the FY 2022-23 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 2022-23 (Budget Amendment #35) for municipal purposes, as follows:

I. Accept and appropriate $1,222,386 from the Texas Health and Human Services Commission for the Adult Treatment 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:

Courtney Paz
City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocsII/BudgetFY22-23.Amend35.ord
August 28, 2023

AI# 11992
Regular City Council Meeting 5. 2.
10/10/2023:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 1, amending the FY 2023-24 Budget for municipal purposes respecting the Grant Fund to accept and appropriate from the U.S. Department Federal Highway Administration; providing for filing; and providing for a savings clause.

Item Summary

I. Accept and appropriate $160,000 from the U.S. Department of Transportation Federal Highway Administration for the Safe Streets and Roads for All Grant. There is a $40,000 local grant match.

The award will be used by the City of Lubbock to develop a comprehensive safety action plan. The action plan is the foundation of the Safe Streets and Roads for All Grant program. The goal of the action plan is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in the region.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 1

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FROM THE U.S. DEPARTMENT FEDERAL HIGHWAY ADMINISTRATION; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

WHEREAS, the City Council deems it advisable to change the FY 2023-24 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 2023-24 (Budget Amendment #1) for municipal purposes, as follows:

I. Accept and appropriate $160,000 from the U.S. Department of Transportation Federal Highway Administration for the Safe Streets and Roads for All Grant. There is a $40,000 local grant match.

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:

Courtney Paz
City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Amy Sinks
Deputy City Attorney

ccdocsII/BudgetFY23-24.Amend1.ord
September 25, 2023

AI# 11970
Regular City Council Meeting
10/10/2023:

5. 3.

Information

Agenda Item

Resolution - Finance: Consider a resolution expressing intent to finance expenditures to be incurred for various capital projects and equipment approved by the City Council in the FY 2023-24 Operating Budget and Capital Program, and to reimburse the City from the proceeds of obligations that will be issued after the expenditure of funds to pay costs of such projects and equipment.

Item Summary

The City will issue bonds during FY 2023-24 to fund projects that the City Council approved in the FY 2023-24 Capital Program. To allow capital projects to be completed within prescribed timeframes, the design, engineering, and construction costs may be incurred prior to delivery of the bond proceeds. For the costs to be eligible for reimbursement with bond proceeds, the City must declare its intent to reimburse bond-funded costs that are incurred prior to the bond issuance.

Total cost of $99,400,000 is divided into 3 categories:

- General Fund is $84,700,000
- Internal Service Fund is $4,850,000
- Storm Water Fund is $9,850,000

The annual debt service is budgeted through the annual operating budget process and is included in long term financial planning and rate models. The annual payments are made from the annual revenues of the respective Enterprise and Governmental Funds where the projects are incurred.

Fiscal Impact

The maximum principal amount of obligations to be issued will not exceed $99,400,000. The issuances will be through a General Obligation issuance not to exceed $57,700,000, self-supporting Certificates of Obligation not to exceed $30,850,000, and a Tax Note not to exceed $10,850,000.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Reimbursement Resolution

RESOLUTION EXPRESSING INTENT TO
FINANCE EXPENDITURES TO BE INCURRED

WHEREAS, the City of Lubbock, Texas (the "Issuer") is a political subdivision of the State of Texas authorized to finance its activities by issuing debt obligations, including obligations the interest on which is excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (collectively, the "Obligations");

WHEREAS, the Issuer will make or has made, not more than 60 days prior to the date hereof, payments for capital expenditures with respect to the acquisition, construction, renovation, improvement and equipment of the projects listed on Exhibit A attached hereto;

WHEREAS, the Issuer has concluded that it does not currently desire to issue Obligations to finance costs associated with the projects listed on Exhibit A attached hereto;

WHEREAS, the Issuer desires to reimburse itself for capital expenditures associated with the projects listed on Exhibit A attached hereto from the proceeds of Obligations to be issued subsequent to the date hereof; and

WHEREAS, the Issuer reasonably expects to issue Obligations to reimburse itself for the costs associated with the projects listed on Exhibit A attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS, THAT:

Section 1. The Issuer reasonably expects to reimburse itself for capital expenditures that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the acquisition, construction, renovation, improvement and equipment of the projects listed on Exhibit A attached hereto from the proceeds of Obligations to be issued subsequent to the date hereof.

Section 2. The Issuer reasonably expects that the maximum principal amount of Obligations issued to reimburse the Issuer for the costs associated with the projects listed on Exhibit A attached hereto will not exceed $99,400,000.

[Signature page follows]

ADOPTED THIS 10th day of October, 2023 by the City Council of the City of Lubbock, Texas.

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz
City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Jerry V. Kyle, Jr.
Bond Counsel

EXHIBIT A

	Cost Estimate	Totals
General Fund		
34th Street: Upland to Milwaukee Ave	$13,800,000	
Upland Ave: 34th Street to 50th Street	13,500,000	
Upland Ave: 19th Street to 34th Street	3,200,000	
Milwaukee Ave: North City Limits to 4th Street	13,000,000	
114th Street: Frankford Ave to Slide Road	2,200,000	
146th Street: Quaker to Indiana	8,800,000	
Upland Ave: 50th Street to 66th Street	3,200,000	
Upland Ave: 66th Street to 82nd Street	6,000,000	
Solid Waste Transfer Station	14,000,000	
WTRDF Cell Construction	7,000,000	$84,700,000
Internal Service Fund		
General Fund Vehicle Replacement FY 23-24 Tax Notes	$4,850,000	$4,850,000
Storm Water		
Upland Ave & 66th Street Playa Drainage Improvements	$2,850,000	
Playa Lake 054 Lateral Extension	7,000,000	$9,850,000
TOTAL		**$99,400,000**

AI# 11971
Regular City Council Meeting
10/10/2023:

5. 4.

Information

Agenda Item

Resolution - Finance: Consider a resolution approving and adopting the FY 2023-24 City of Lubbock Investment Policy and Investment Strategy, as reviewed and recommended by the Audit and Investment Committee.

Item Summary

The Public Funds Investment Act (PFIA) requires the City Council to perform an annual review of the City of Lubbock Investment Policy and Investment Strategy (the "Policy"). The Policy is updated annually to reflect changes recommended to the Audit and Investment Committee. For the FY 2024 Investment Policy, the City and the Audit and Investment Committee are not recommending any changes to the existing policy.

The Debt and Investment Committee also conducts an annual review of the City's Strategic Asset Allocation and Investment Structure. The changes for FY 2023-24 are to change the benchmark to the Standard & Poor's Short-Term National AMT-Free Municipal Bond Index for the City's Operating Portfolio, and the Standard & Poor's US Treasury 0-3 Month Index for the City's Bond Portfolio. This change is to better compare the City's investment activities against a standardized benchmark rather than the City's internally calculated benchmark.

All changes listed above have been made in accordance with the PFIA under the Texas Government Code § 2256.009(3). The goal is to prioritize safety, liquidity, and yield, as the formulation of these adjustments is made annually, while assessing current market conditions.

Fiscal Impact

None

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Audit & Investment Committee

Attachments

Resolution - Investment Policy
FY24 Investment Policy
FY24 Investment Strategy

RESOLUTION

WHEREAS, the City Council has reviewed and approved the City of Lubbock's Investment Policy and Investment Strategy and finds that it complies with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) and the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code); NOW THEREFORE;

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

THAT the City of Lubbock investment policy and investment strategy, as reviewed and recommended by the Audit and Investment Committee in the attached document entitled "City of Lubbock, Texas, Investment Policy and Investment Strategy for FY 2023-24" which is hereby incorporated in the Resolution as if fully set forth, be approved and adopted for the City of Lubbock, Texas, and shall be included in the minutes of the Council.

Passed by the City Council on the _____ day of _____, 2023.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

City of Lubbock, TX Finance Department
Investment Policy and Investment Strategy for FY 2023-24

Policy

The Chief Financial Officer or Designee, of the City of Lubbock, Texas, is charged with the responsibility to prudently and properly manage any and all funds of the City. Time and demand deposits must be fully collateralized and all transactions appropriately authorized. This policy addresses the procedures, controls, and practices, which must be exercised to ensure sound fiscal management. The statutory foundation for this policy is the Public Funds Investment Act (the "Act", Texas Government Code Section 2256) and the Public Funds Collateral Act (Texas Government Code Section 2257).

Scope

This policy shall apply to the investment of all financial assets and all funds of the City of Lubbock (hereinafter referred to as the "City") over which it exercises financial control. The investment income derived from each account shall be distributed to the various City funds in accordance with the existing City Policy. The funds accounted for in the City of Lubbock Comprehensive Annual Financial Report (CAFR) include:

1. General Fund
2. Special Revenue Funds
3. Debt Service Funds
4. Capital Projects Funds
5. Enterprise Funds
6. Internal Service Funds
7. Agency Funds

The Bond Funds Portfolio includes bond proceeds recorded in Capital Projects, Enterprise, and Internal Service Funds, while the Operating Portfolio includes all other resources in the other funds listed.

Objectives

The City's principal investment objectives are listed in order of priority:

A. **Compliance** with all Federal, State, and other legal requirements (including but not limited to Chapter 2256 Public Funds Investment Act, as amended and Chapter 2257 Public Funds Collateral Act, as amended, of the Texas Government Code).
B. **Safety:** Preservation of capital and the protection of investment principal.
C. **Liquidity:** Maintenance of sufficient liquidity to meet anticipated disbursements and cash flows.
D. **Diversification:** Maintenance of diversity in market sector and maturity to minimize market risk in a particular sector.
E. **Marketability:** Ability to liquidate investments before maturity if the need arises.

F. **Yield:** Attainment of a market rate of return equal to or higher than the performance measure established by the Chief Financial Officer, or Designee.

Responsibility and Control

Delegation of Authority

The ultimate responsibility and authority for investment transactions involving the City resides with Chief Financial Officer, or Designee. The Chief Financial Officer, or Designee, being designated as the City's Investment Officer(s) in accordance with the Texas Government Code Section 2256.005(f), is charged with executing the day-to-day investment functions for the City following the guidance and recommendations of the City's Audit and Investment Committee.

Audit and Investment Committee

The City will utilize the Audit and Investment Committee to assist in monitoring the performance and structure of the City's investments. The Audit and Investment Committee shall be responsible for the investment strategy decisions, activities, and the establishment of written procedures for the investment operations consistent with this policy. Monitoring of the portfolio shall be performed by the Audit and Investment Committee no less than quarterly and verified by the City's independent auditor at least annually. The Audit and Investment Committee shall discuss investment reports, investment strategies, and investment and banking procedures.

Investment Advisors

The Chief Financial Officer, or Designee, may in his/her discretion, with Council approval, appoint one or more investment advisor, registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 (15 U.S.C. Section 80b-1 et seq.), to assist in the management of a portion of the City's assets. To be eligible for consideration, an investment advisor shall demonstrate to the Audit and Investment Committee knowledge of cash management and experience in managing public funds. Selection of any investment advisor shall be based upon their expertise in public cash management. An appointed investment advisor may be granted investment discretion within the guidelines of this policy with regard to the City's assets placed under its management. A contract made under authority of the Act may not be for a term longer than two years on the original contract term. A renewal or extension of the contract must be made by the City Council by resolution (Texas Government Code Section 2256.003).

Standard of Care

The standard of care is to be used for managing the City's assets (Texas Government Code Section 2256.006), which states, "Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." The Investment Officer(s) acting in accordance with written procedures and exercising due diligence shall not be held

personally liable for a specific security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments. The City's independent auditor will perform a compliance audit of management controls on investments and adherence to investment policies annually.

In accordance with the Act (Texas Government Code Sections 2256.005 and 2256.008), the Investment Officer(s) shall attend 10 hours of investment training within 12 months of assuming duties and 8 hours not less than once in a two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date. The investment training session shall be provided by an independent source approved by the Audit and Investment Committee. Training must include education in investment controls, security risks, strategy risks market risks, and diversification of investment portfolio in order to ensure the quality and capability of investment management in compliance with the Act.

Investment Portfolio

Authorized Investments

The following are authorized investments for the City and all are authorized and further defined by the Act:

- Obligations, including letters of credit, of the United States or its agencies and instrumentalities (Texas Government Code Section 2256.009(1))
- Direct obligations of this state or its agencies and instrumentalities (Texas Government Code Section 2256.009(2))
- Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States (Texas Government Code Section 2256.009(3))
- Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States (Texas Government Code Section 2256.009(4))
- Obligations of state, agencies, counties, cities and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent (Texas Government Code Section 2256.009(5)) with no more than a $5 million investment into any one serial bond
- Fully collateralized certificates of deposit issued by a state or national bank that has its main office or a branch office in Texas and guaranteed and insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or secured in any other manner and amount provided by law for deposits of the City (Texas Government Code Section 2256.0010)
- Bankers' acceptances with a stated maturity of 365 days or fewer from the date of its issuance; and liquidated in full at maturity; and eligible for collateral for borrowing from a Federal Reserve Bank; and accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank

holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency (Texas Government Code Section 2256.012)

- Commercial paper with a stated maturity of 365 days or fewer from the date of its issuance, and rated not less than A-1 or P-1 by nationally recognized credit rating agencies or two nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any State (Texas Government Code Section 2256.013) with no more than a $5 million investment into any one issuance/offering
- No-load money market mutual funds registered and regulated by the Securities and Exchange Commission, provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment company Act of 1940 (15 U.S.C. Section 80a-1 et seq.), has a dollar-weighted average stated maturity of 90 days or fewer, and includes in its investment objectives the maintenance of a stable net asset value of $1 for each share (Texas Government Code Section 2256.014(a))
- Investment pools rated not less than AAA or an equivalent rating by at least one nationally recognized rating service and authorized by the City Council and as further defined by the Act (Texas Government Code Section 2256.016)

The following investments are not authorized:

- Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal (Texas Government Code Section 2256.009(b)(1))
- Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest (Texas Government Code Section 2256.009(b)(2))
- Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years (Texas Government Code Section 2256.009(b)(3))
- Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index (Texas Government Code Section 2256.009(b)(4))

<u>Existing Investments</u>

The Investment Officer(s) is not required to liquidate investments that were authorized investments at the time of purchase (Texas Government Code Section 2256.017).

<u>Effect of Loss of Required Rating</u>

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have a minimum rating. The Investment Officer(s) shall take all prudent measures that are consistent with the City's investment policy to liquidate the investment(s) that does not have the minimum rating (Texas Government Code Section 2256.021).

Investment Diversification

It is the intent of the City to diversify the investment instruments within the portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities. The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy and the securities markets. When conditions warrant, the guidelines below may be exceeded by approval of the Audit and Investment Committee.

The City may invest to the following limits as a percentage of its total investment portfolio (these limitations do not apply to Bond Funds):

100% in United States Treasury Obligations
100% in Investment Pools
80% in Federal Instrumentalities or Agencies
50% in Municipal Bonds
30% in Certificates of Deposit
30% in No Load Money Market Fund
10% in Commercial Paper
10% in Banker Acceptance

Investment Strategy

The City of Lubbock maintains portfolios, which utilize four specific investment strategy considerations, designed to address the unique characteristics of the fund groups represented in the investment portfolios. The policies detailed below are subject to an annual review to occur prior to the annual City Council action regarding the Investment Policy (Texas Government Code Section 2256.005(d)).

(1) Operating Funds and Commingled Pools Containing Operating Funds

The investment strategy for the portfolio containing operating funds, the Operating Portfolio, has as its primary objective to ensure that anticipated cash flows are matched with adequate investment liquidity. Investment maturities shall be matched against liabilities, including debt service requirements.

The secondary objective of the Operating Portfolio is to create a portfolio structure that will experience minimal volatility during economic cycles. This is accomplished by purchasing high quality, short- to medium-term securities that complement each other in a laddered maturity structure.

The City shall maintain a dollar-weighted average maturity of two (2) years or less based on the stated final maturity dates of each security in its Operating Portfolio. The City shall at all times maintain at least 10% of its Operating Portfolio in instruments maturing in 120 days or less.

(2) Debt Service Funds

The investment strategy for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover each succeeding debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds any unfunded debt service payment date. The maximum weighted average maturity shall not exceed one (1) year.

(3) Debt Service Reserve Funds

The investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Except as may be required by the bond ordinance specific to an individual issue, securities should be of high quality with short- to intermediate-term maturities. The maximum weighted average maturity shall not exceed one (1) year.

(4) Bond Funds

The investment strategy for bond funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held shall not exceed the estimated project completion date. The maximum weighted average maturity shall not exceed two (2) years.

Cash Flow

A cash flow analysis shall be reviewed and updated no less than quarterly. This cash flow analysis is the basis for matching liabilities or obligations with security maturities as outlined in the strategies previously listed.

Maximum Maturity

The maximum maturity of any individual security the City may invest in shall be 5 years.

Management Style

The City seeks an active, rather than passive, management of its portfolio assets. Assets may be sold at a loss only if the Investment Officer(s) feel that the sale of the security is in the best long-term interest of the City. Supporting documentation shall be maintained by the Investment Officer(s) for all sales of securities in which there is a book loss or where a security is sold in order to simultaneously purchase another security.

Authorized Financial Broker/Dealers and Institutions

The City shall maintain a list of authorized broker/dealers and financial institutions, which are approved by the Audit and Investment Committee for investment purposes. It shall be the policy of the City to purchase securities only from those authorized institutions and firms. The Committee will review and approve the list no less than annually.

To be eligible for authorization, each broker/dealer or financial institution shall:

1. Complete and submit to the City a Broker/Dealer Questionnaire
2. Provide the firm's most recent financial statements
3. Provide a written instrument certifying that they have received and thoroughly reviewed the City's Investment Policy
4. All broker/dealers must submit: (a) audited financial reports (b) Financial Industry Regulatory Authority (FINRA) registration (c) Central Registration Depository Number (CRD) (d) proof of Texas Securities Registration

The Investment Officer(s), or investment advisor, shall maintain a file of all Broker/Dealer Questionnaires. Authorized Broker/dealers and other financial institutions will be selected after a review of performance, financial conditions, and ability to provide service to the City.

The Investment Officer(s) shall exercise due diligence in monitoring the activities of other officers and staff members engaged in transactions with the City. Employees of any firm or financial institution offering securities or investments to the City of Lubbock shall be trained in the precautions appropriate to public sector investments and shall be required to familiarize themselves with the City's investment objectives, policies, and constraints. In the event of a material adverse change in the financial condition of the firm or financial institution, the City will be informed immediately by telephone and in writing.

All investment transactions must be competitively transacted and executed with broker/dealers or financial institutions that have been authorized by the City. The City will obtain no less than three (3) competitive offers. (Exception: new issues will not be required to be competitively transacted as all broker/dealers would show the same price and yield.)

Selection of Financial Institutions

Depositories shall be selected through the City's banking services procurement process, which shall include a formal Request for Proposal (RFP). In selecting depositories, the services available, service costs, and credit-worthiness of institutions shall be considered, and the Investment Officer(s), shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history.

The City shall select financial institutions from which the City may purchase certificates of deposit in accordance with the Act and this Policy. The City of Lubbock will have a written depository agreement with any financial institution with whom the City of Lubbock has time or demand deposits. The Investment Officer shall monitor the financial condition of financial institutions where certificates of deposit are held and report quarterly to the Audit and Investment Committee.

Collateralization of Public Deposits

Collateralization requirements are governed by Texas Government Code Chapter 2257, Public Funds Collateral Act. Collateralization will be required on three types of investments: time deposits, demand deposits, and repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, collateral will be maintained and monitored by the pledging depository at no less than 102% of market value of principal and accrued interest maintained by the financial institution. The City of Lubbock chooses to limit collateral in the manner following.

Underlying collateral shall be composed of those investments approved in this policy and mortgage-backed securities as defined in Texas Government Code Section 2257.002. The maturity of the collateral security shall be no longer than a 30-year stated final maturity. The bank shall monitor and maintain the margins on a daily basis. All collateral shall be subject to inspection and audit by the City or its auditors. To allow for compliance verification by the City, monthly reports of pledged collateral shall include, at a minimum, information for each security that identifies its (i) type, (ii) CUSIP Number, and (iii) face value.

Collateral shall always be held by an independent third party with whom the City of Lubbock has a current custodial agreement. This should be evidenced by a written agreement in an effort to satisfy the Uniform Commercial Code (UCC) requirement for control. A safekeeping receipt must be supplied to the City of Lubbock for any transaction involving sales/purchases/maturities of securities and/or underlying collateral, which the City of Lubbock will retain. The right of collateral substitution is granted provided the substitution has prior approval of the City and is followed by the delivery of an original safekeeping receipt to the City of Lubbock, and the replacement collateral is received prior to the release of original collateral. The collateral agreement must be in writing.

Safekeeping of Securities

All securities owned by the City shall be held in City designated third-party safekeeping. All trades executed by a dealer will settle delivery-versus-payment through the City's safekeeping agent.

Securities held in custody for the City shall be independently audited on an annual basis to verify investment holdings.

Delivery versus Payment

All security transactions, including collateral for repurchase agreements, entered into by the City of Lubbock shall be conducted on a delivery-versus-payment (DVP) basis. That is, funds shall not be wired or paid until verification has been made that the collateral was received by the Trustee.

Reporting

Investment reports shall be prepared monthly and be signed and submitted by the Investment Officer(s) in a timely manner. These reports will be submitted to the City Manager and City Council. This report shall describe in detail the investment position of the City, disclose the market value and book value of each fund group as well as each separate investment, and state the maturity date of each security and accrued interest for the reporting period. It must also express the compliance of the portfolio to the investment strategy contained in the City's Investment Policy, the Act, and Generally Accepted Accounting Principles (GAAP). Market pricing information is obtained through the use of appropriate software available either internally or externally through investment advisors. A written record shall be maintained of all bids and offerings for securities transactions in order to ensure that the City receives competitive pricing. An independent auditor will review monthly investment reports on an annual basis, as required by the Act.

Changes in Statutes, Ordinances or Procedures

This policy is designed to operate within the restrictions set forth in applicable State of Texas and Federal laws and statutes, but it does not permit all activity allowed by those laws. Changes to state or federal laws, which restrict a permitted activity under this policy shall be incorporated into this policy immediately upon becoming law. Changes to state or federal laws that do not further restrict this policy shall be reviewed by the Audit and Investment Committee and recommended to the City Council when appropriate.

Performance Review

The Audit and Investment Committee shall meet no less than quarterly to review the portfolio's adherence to appropriate risk levels and to compare the portfolio's total return to the established investment objectives and goals.

The Investment Officer(s) shall periodically establish a benchmark yield for the City's investments equal to the average yield on the United States Treasury security, which most closely corresponds to the portfolio's actual weighted average maturity, or any other benchmark as approved by the Audit and Investment Committee. When comparing the performance of the City's portfolio, all fees and expenses involved with managing the portfolio will be included in the computation of the portfolio's rate of return.

Ethics and Conflicts of Interest

Investment Officer(s), employees, and Audit and Investment Committee Members involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or that could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager and the Texas Ethics Commission, any material financial interests in financial institutions that conduct business within this City, and they shall further disclose any large personal financial/investment positions that could be related to the performance of this City's portfolio. A disclosure statement with the Texas Ethics Commission and the City Manager will also be filed if an Investment Officer, employee, or Audit and Investment

Committee Member is related within the third degree by consanguinity or within the second degree by affinity, as determined under Chapter 573, to an individual seeking to sell an investment to the City. Employees and officers shall subordinate their personal investment transactions to those of the City particularly with regard to the timing of purchases and sales.

Internal Controls

The Investment Officers shall establish a system of internal controls, which shall be documented in writing. The internal controls shall be reviewed by the Audit and Investment Committee and with the independent auditor on an annual basis. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated market changes, or imprudent actions by employees and officers of the City.

Policy Revisions

The City Council shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies (Texas Government Code Section 2256.005(e)). The Audit and Investment Committee will review the Investment Policy and Investment Strategies annually. The Audit and Investment Committee shall forward modifications to the Policy or a resolution stating there are no changes to the City Council annually for City Council action.

Authority/Date Issued:

City Council Resolution # 5728/December 18, 1997
City Council Resolution # 5867/May 28, 1998
City Council Resolution #6600/November 4, 1999
City Council Resolution #2000-R0418/November 27, 2000
City Council Resolution #2001-R0471/November 8, 2001
City Council Resolution #2003-R0065/February 13, 2003
City Council Resolution #2003-R0474/October 23, 2003
City Council Resolution #2004- R0560/November 18, 2004
City Council Resolution #2005- R0478/October 13, 2005
City Council Resolution #2007- R0242/June 14, 2007
City Council Resolution #2007- R0402/August, 23, 2007
City Council Resolution #2008-R0113/April 10, 2008
City Council Resolution #2009-R0138/April 9, 2009
City Council Resolution #2010-R0159/April 8, 2010
City Council Resolution #2011-R0135/April 14, 2011
City Council Resolution #2012-R0033/January 26, 2012
City Council Resolution #2013-R0050/January 31, 2013
City Council Resolution #2014-R0002/January 9, 2014
City Council Resolution #2015-R0002/January 8, 2015
City Council Resolution #2016-R0030/January 28, 2016
City Council Resolution #2017-R0003/January 12, 2017
City Council Resolution #2018-R0173/May 24, 2018
City Council Resolution #2019-R0284/August 27, 2019
City Council Resolution #2020-R0406/December 1, 2020
City Council Resolution #2021-O0126/September 14, 2021
City Council Resolution #2022-R0508/December 13, 2022

City of Lubbock, TX

Finance Department

Strategic Asset Allocation and Investment Strategy

Fiscal Year 2024

Purpose of the Strategic Asset Allocation and Investment Structure

This document is a supplement to the Investment Policy and Investment Strategy ("IPIS") for the City of Lubbock, TX. The IPIS is long term in nature while this Strategic Asset Allocation and Investment Structure ("Investment Strategy") document is designed to be reviewed and if necessary revised, by the Audit and Investment Committee.

The Investment Strategy includes the following:

- Investment Strategy
- Liquidity Policy
- Strategic Investment targets and ranges with IPIS limitations and current allocation
- Benchmarks

Investment Strategy

In keeping with the priorities of Safety, Liquidity, Diversification then Yield, the first considerations of investing will be the immediate operational needs and scheduled disbursements of capital expenditures and debt service payments. This constitutes the Liquidity Segment of the portfolio and will be maintained sufficiently to assure availability when needed. The portion of the City's cash reserves which include Debt Service Funds and Debt Service Reserve Funds, can be invested in a short-term investment program with a maximum average weighted maturity not to exceed one (1) year. Bond Funds consist of money specifically designated for a Capital Project(s) and issued through Certificates of Obligation, General Obligation Bonds or a Tax Note. The Funds will be placed in an ISIP approved State Pool to ensure that the anticipated cash flows are matched with adequate investment liquidity. If appropriate, an amount not to exceed 50% of available funds may be invested in a laddered bond portfolio. The stated final maturity date of the bond ladder shall not exceed the estimated project completion date and the maximum weighted average maturity shall not exceed two (2) years. The remaining monies constitutes the Investment Segment of the portfolio. This portion will be laddered, a common municipal strategy, dividing up into smaller staggered maturities, safely invested for longer periods of time. Creating a portfolio of bonds with different characteristics (callable, bullet, etc.), types (government, agency, municipal, etc.), issuers and maturities will help manage risk.

The City of Lubbock's investments will not be actively traded, meaning that no attempt to "buy low and sell high" or "time the market" will be made. Investments purchased with the intent of providing investment income shall be intended to be held to maturity, relying on following a prudent course of action for income rather than predicting market direction. Investments may be sold before they mature if market conditions present an opportunity for the City to capture a benefit or to avoid a risk but the strategy will be primarily buy-and-hold.

Liquidity Policy

The IPIS states that a cash flow analysis shall be performed no less than semi-annually. Based on the current liquidity analysis, the Audit and Investment Committee has determined that a minimum of $3,000,000 shall be considered adequate liquidity for daily transaction in the Operating Account held at the City's depository institution. In addition, a reserve amount of $15,000,000 will be held in an account permitted under the PFIA and the ISIP, to maximize current income to the degree consistent with daily liquidity, safety and legality.

When amounts in the daily Operating Account exceed or go below the daily transaction requirement threshold, monies will be moved to or from the Operating Reserve Account to adjust the balance in the Operating Account to meet the threshold requirement. If the Operating Account Reserve exceeds or is below $5,000,000 of the required amount, cash from the liquid short term investment account will be used to adjust the Operating Account Reserve to the appropriate threshold.

Strategic Operating Investment targets and ranges with IPIS limitations and current allocation

Authorized Investment	Policy Limitation	Preferred Range	Target	Current Allocation
U.S. Treasury Obligations	100%	0 – 5%	2.0%	0.3%
Agency Bonds	80%	0 – 25%	15.0%	19.3%
Municipal Bonds	50%	10 – 35%	30.0%	19.6%
Investment Pools	100%	40 – 75%	47.5%	54.2%
Certificates of Deposit	30%	0%	0.0%	0.0%
No Load Mutual Fund	30%	0%	0.5%	1.9%
Commercial Paper	10%	0 – 10%	5.0%	4.7%
Banker Acceptance	10%	0%	0.0%	0%

Benchmarks

The benchmark is designed to meet to serve as a guide for the risk-adjusted expected return of investments considering the prevailing economic and market conditions.
The following benchmarks will be used:

- Operating Funds – S&P Short-Term National AMT-Free Municipal Bond Index
- Bond Funds – S&P US Treasury 0-3 Month Index

Information

Agenda Item

Resolution - Risk Management: Consider a resolution ratifying the actions of the City Manager in purchasing for and on behalf of Lubbock Power and Light, the City's municipal electric utility, property insurance coverage to include AEGIS, Talbot and Hiscox for which the premium shall not exceed a rate of $0.2666 per $100.

Item Summary

The City purchases property insurance on behalf of Lubbock Power and Light, the City's municipal electric utility, for its structures, contents, and equipment. The coverages include, but are not limited to:

• Special Form Property Policy, formerly known as All Risk, covers direct physical loss up to $534,441,091 which is the estimated total value of all electric utility structures, contents, and equipment;
•Flood and earthquake coverage to include high hazard zones;
•All property and contents;
•Mobile equipment and vehicles.

The City, on behalf of LP&L, utilized a layered coverage program including AIG, Argenta, Helvetia, HDI, SCOR, QBE, CAN Hardy, Aspen, Chubb, Travelers, Lancashire, Munich, Amlin, Liberty (XS), Faraday, Kiln, Ark, Arch, Convex, Munich (XS), Alcor, Chubb Bermuda and Talbot Syndicate 1183. Deductibles ranged from $250,000 to $1,000,000 per occurrence at a rate of 0.6303 per $100 valuation and a premium of $3,486,958. This coverage expired September 30, 2023.

Proposed current year premium is a combination of property and terrorism coverage and is for a term of 18 months. The City's broker was able to secure coverage with AEGIS at a rate of 0.2665 per $100 valuation at a premium of $1,424,200 by bundling the two coverages. Approving this insurance coverage on a rate basis allows the City Manager the ability to add and remove properties, as necessary, to maintain an accurate property valuation.

Property deductibles range from $250,000 to 2.5% of the total insured value of the loss. Terrorism coverage consists of $19 million in coverage through Talbot and $1 million in excess coverage with Hiscox, each with a $10,000 per occurrence deductible.

Carriers bind insurance coverage October 1, 2023, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The policy for the insurance coverage is approved by the Texas Department of Insurance as to content. Current insurance policies are available for review in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2023-24 Risk Management Fund.

Staff/Board Recommending
D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution - LPandL Coverage
LP&L Property

RESOLUTION

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

THAT the actions of the City Manager of the City of Lubbock in purchasing property insurance coverage to include terrorism with AEGIS, Talbot and Hiscox, for and on behalf of Lubbock Power and Light, the City's municipal utility are hereby ratified.

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

Passed by the City Council this _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

RES.Risk Mgmt-LP&L Property Ins.
October 4, 2023

Total Cost of Risk

Lubbock Power & Light, the City of Lubbock's municipally owned electric utility				
Policy Year	**2023-2024**			
Description	Values:	Rates	Premium	Surplus Lines Tax & Fee
Property Damage including Business Interruption	$534,441,091	$0.2178	$1,163,998	$57,327
Standalone Terrorism Policy	**$534,441,091**	**$0.0081**	**$43,352**	**$2,135**
Loss Control Services	**Services provided by AEGIS**		**Included Above**	**$0**
Placement Service Fee	**Services provided by NFP**		**$150,000**	**$7,388**
Annual Property Premium Including: Taxes/Fees/Additional Services/Terrorism	**$1,424,200**			
All In Property Rate Per $100 Insured	0.2665%			

For informational purposes only. This document does not amend, extend, or alter coverage. Please refer to any actual policy(s) for specific terms, conditions, limitations and exclusions. Insurance services provided by NFP Property & Casualty Services, Inc. (NFP P&C), a subsidiary of NFP Corp. (NFP) and related NFP subsidiary companies. In California, NFP P&C does business as NFP Property & Casualty Insurance Services, Inc. License #0F15715. Neither NFP nor its subsidiaries provide tax or legal advice.

Premium/Exposure Summary

Property Damage and Terrorism			
Year	**2022**	**2023***	**Delta**
Values	$553,233,054	$534,441,091	-3.46%
Premium*	$3,486,958	$1,424,200	-59.16%
Rate	0.6303%	0.2666%	-57.69%

*18-Month Term (October 1, 2023 – April 1, 2025)

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Named Insured(s)

First Named Insured

Lubbock Power & Light, the City of Lubbock's municipally owned electric company

Important Notice – Rights of Named Insureds:

The First Named Insured is the only entity that may act on behalf of other insureds under the policy with respect to: the giving of notices of claims, giving and receiving notice of cancellation, receiving of any return premiums that may become due under the policy/policies; the receipt and acceptance of any endorsements issued to form a part of the policy, exercising or declining coverages offered during the year.

Please review the above Named Insureds carefully. Any entity not shown in this section may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures. Please contact us if you believe the information is inaccurate.

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Property Summary of Values

2023 - 2024

Property Type	Values
Office	$ 12,655,800
Warehouse/Storage	$ 2,541,400
Combustion Turbine	$ 111,096,600
Thermal-Nat Gas	$ 108,335,400
Sub Station	$ 247,488,452
Other	$ 52,323,439
Business Interruption	$ -
TIV:	$ 534,441,091

2022 - 2023

Property Type	Values
Office	$ 4,934,000
Warehouse/Storage	$ 1,349,000
Combustion Turbine	$ 127,440,000
Thermal-Nat Gas	$ 103,090,600
Sub Station	$ 245,219,452
Other	$ 65,952,238
Business Interruption	$ 5,247,764
TIV:	$ 553,233,055

Only the values shown above are included in this proposal. If any locations are not shown above and should be included for coverage, please notify us immediately.

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Property Terms 23-24

Policy Limit * *Denotes Annual Aggregate*	$125,000,000
Earth Movement	$50,000,000
(High Hazard) Earth Movement	$10,000,000
Flood Including Storm Surge	$50,000,000
Flood Zone A or V (High Hazard)	$10,000,000
Named Windstorm	$10,000,000
Time Element and Extra Expense	Excluded
Contaminants or Pollutants	$500,000
Data Physical Damage	Excluded
Newly Acquired Property	$10,000,000
Property in the Course of Construction	$10,000,000
Mobile and Contractrs Equipment	$1,000,000
Personal Property Temporarily Off premises	$5,000,000
Loss Adjustment Expense	$500,000
Valuable Papers and Records	$5,000,000
Accounts Receivable	$10,000,000
Debris Removal	$5,000,000
Fire Department Charges	$1,000,000
Expediting Expense	$5,000,000
Property in the Course of Construction	$10,000,000
Ingress and Egress	30 Days / 1 Mile
Civil Authority	30 Days / 1 Mile
Demolition and Increased Cost of Construction	$5,000,000
Errors and Omissions	$10,000,000
Miscellaneous Unnamed Locations	$5,000,000
Impounded Water	30 Days
Fine Arts	$1,000,000

Deductible - Per Occurrence	
Property Damage	$250,000
Service Interruption	72 hours
Flood (High Hazard)	2.5% of PD TIV minimum of $1,000,000
Named Windstorm	2.5% of PD TIV minimum of $1,000,000
Earth Movement (High Hazard)	2.5% of PD TIV minimum of $1,000,000
Transformers	$1.50/KVA minimum of $500,000
Business Interruption Monthly indemnity limited to 110% of declared values	Excluded

General Disclosure

All limits, deductibles, extensions and exclusions are included only to illustrate pertinent points of coverage, or lack thereof, in the proposed insurance. Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss.

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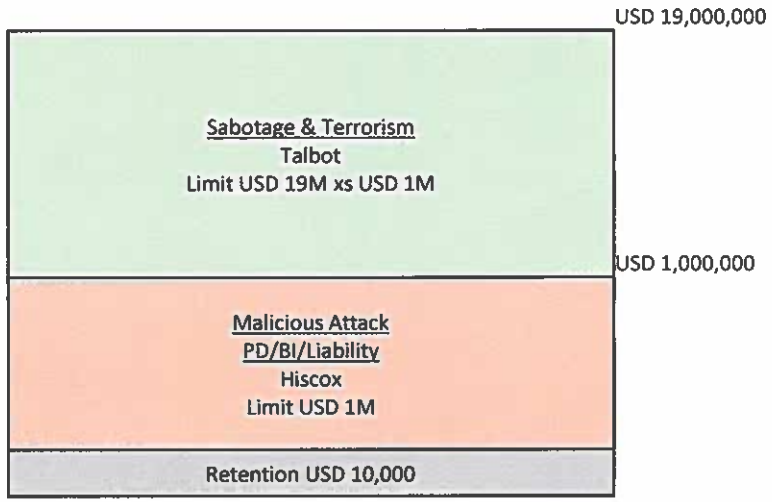
Terrorism Summary

Talbot Sabotage and Terrorism option:

Occupancy:	Lubbock Power & Light
Coverage:	Lloyds follow form, sabotage and terrorism.
TIV:	USD 553,233,054 – as attached (PD/BI/Liability only) BI in respect to some of the sublimits.
Limit:	USD 19,000,000 any one occ/agg Xs USD 1,000,000 any one occ/agg All sublimits to be in the aggregate, not per occurrence only.
U/L deductible :	USD 10,000 combined any one occurrence
Locations:	As attached, all situated in WA
Loss history:	Nil in respect to Sabotage and Terrorism.

Hiscox Malicious Attack option:

Coverage	Hiscox MA - PDPD and Liability only, BI in respect to sublimits.
Limit:	USD 1M any one occ/agg
Deductible :	USD10,000 each and every loss
Locations:	As attached, all situated in WA
Loss history:	None



General Disclosure

All limits, deductibles, extensions and exclusions are included only to illustrate pertinent points of coverage, or lack thereof, in the proposed insurance. Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss.

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AI# 11980
Regular City Council Meeting 5. 6.
10/10/2023:

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing portions of street and alley right-of-way in Section AK, Block 38, Lubbock County, Texas, in the West Milwaukee Ridge Subdivision, east of Upland Avenue between 37th Street and the Lubbock & Western Railway tracks.

Item Summary

The City of Lubbock, Engineering Department is proposing to abandon and close portions of the alley right-of-way located in the West Milwaukee Ridge Subdivision, east of Upland Avenue between 37th Street and the Lubbock & Western Railway LLC (Railway) tracks in Section AK, Block 38, Lubbock County, Texas. It is in the public interest to close the alley in order to comply with the Railway's minimum distance between the tracks and entrances onto Upland Avenue.

The total area of the right-of-way being closed is 6,989.90 square feet.However, a utility easement will remain open for public purposes as the right-of-way is closed. This request for closure is from the City; therefore, there will not be a charge for the closure.

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

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael Keenum, P.E., Division Manager of Engineering/City Engineer

Attachments

Ordinance - West Milwaukee Ridge
GIS Map West Milwaukee Ridge

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF STREET AND ALLEY RIGHT-OF-WAY IN SECTION AK, BLOCK 38, 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 right-of-way hereinafter described in the body of this Ordinance is no longer needed for right-of-way purposes as an alleyway; and it would be in the public interest to close, vacate and abandon the same for right-of-way purposes as an alleyway; however it is required for public use as a utility easement; NOW THEREFORE:

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

SECTION 1. THAT the right-of-way as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for right-of-way purposes as an alleyway, such right-of-way being more particularly described in the attached Exhibit "A". However, the right-or-way shall remain open for public purposes of as a utility easement.

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 _____, 2023.

Passed by the City Council on second reading this ____day of _____, 2023.

_____
TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

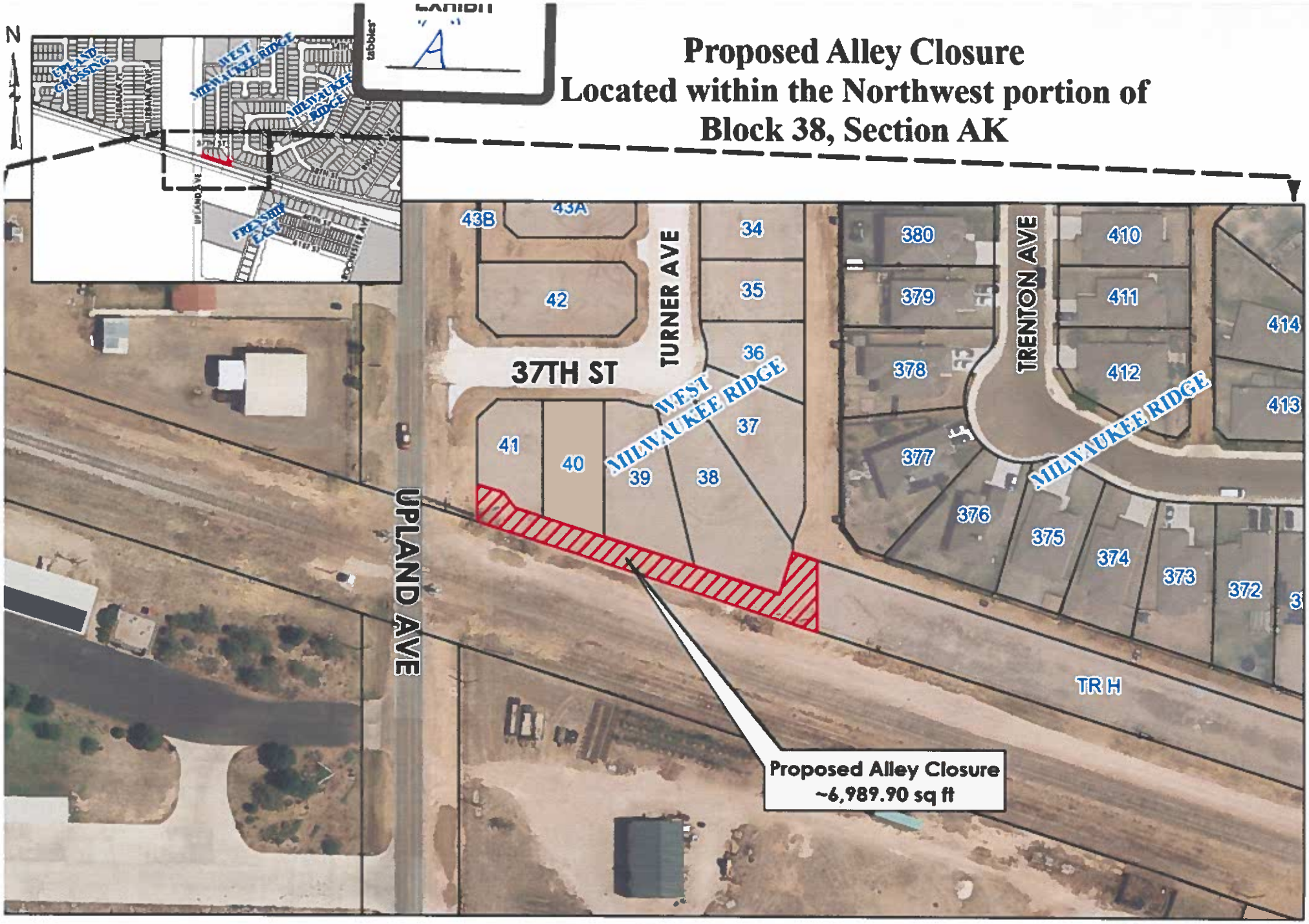
Michael Keenum, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

Ord.Street Alley Right-of-Way, Section AK, Block 38

Proposed Alley Closure
Located within the Northwest portion of Block 38, Section AK



0 100 200 300 400 500 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 - May 2022

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept and execute for and on behalf of the City of Lubbock, a Concurrence Letter related to a Special Warranty Deed, and all related documents, associated with certain property located in Section 31, Block AK, Lubbock County, Texas, near the southwest corner of 66th Street and Upland Avenue, owned by Bar-Bell Holdings, LLC.

Item Summary

Bar-Bell Holding, LLC is dedicating a Special Warranty Deed to the City of Lubbock, to be utilized for drainage improvements on the 66th Street Capital Improvements Project, near the southwest corner of 66th Street and Upland Avenue.

The proponents will dedicate an 838,368 square-foot drainage easement and 49,723 square-feet of land, for a street right-of-way, for the total consideration of $574,675 as valued in appraisal reports, subject to final approval by the City Council and approval of title.

Fiscal Impact

The total cost of the land acquisition is $574,675 plus closing costs, and is funded in Capital Improvements Project 92654, 66th Street Drainage Project.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution - Parcels 74 74-A
Special Warranty Deed - Parcels 74 74-A
GIS Map 66th St. Drainage - Parcel 74 and 74A
Budget Detail
CIP 92654 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 accept and execute for and on behalf of the City of Lubbock, a Concurrence Letter related to a Special Warranty Deed associated with certain property in Lubbock County, Texas, owned by Bar-Bell Holdings, LLC, and all related documents. Said Concurrence Letter and Special Warranty Deed are attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council; 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Concurrence Let Special Warranty Deed – Bar-Bell Holdings
4.28.23

After recording return to: Bigbee & Curtis, LLP, P.O. Box 53068, Lubbock, Texas 79453

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

SPECIAL WARRANTY DEED

Date: 9/15/2023

Grantor: Bar-Bell Holdings, LLC, a Texas Limited Liability Company

Grantor's Mailing Address (including county):

7106 82nd Street
Lubbock, Lubbock County, Texas 79424-4707

Grantee: City of Lubbock, Texas, a Home Rule Municipal Corporation

Grantee's Mailing Address (including county):

P.O. Box 2000
Lubbock, Lubbock County, Texas 79457-0001

Consideration:

For and in consideration of the sum of TEN AND NO/100th DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

Metes and Bounds Description of a 19.246-acre parcel located in Section 31, Block AK, Lubbock County, Texas, being a portion of that 45.113-acre tract described in County Clerk File Number (CCFN) 2008031828, Official Public Records, Lubbock County, Texas (OPRLCT), said 19.246 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with yellow cap marked 'HUGO REED & ASSOC' found (N=7,260,409.29',E=909,314.25') in the North line of said Section 31, Block AK, Lubbock County, Texas, and in the South line of that 55.00-foot Gas Line Easement granted in CCFN 2016002495, OPRLCT, in the East line of said 45.113 acre tract and in the West line of that 14.74-acre tract described in Volume 7591, Page 218, OPRLCT, which bears N. 88° 12' 14" W. a distance of 899.97 feet and S. 01° 49' 56" W. a distance of 55.00 from

a railroad spike found at the Northeast corner of said Section 31 for the Northeast corner of this parcel;

THENCE S. 01° 49' 56" W. along the East line of said 45.113-acre tract and the West line of said 14.74-acre tract a distance of 1141.17 feet to a 1/2" iron rod found in the Northwesterly right-of-way line of the Lubbock and Western Railroad as described in Volume 5007, Page 207, OPRLCT, at the most Easterly Southeast corner of this parcel;

THENCE S. 55° 44' 16" W. along the Southeast line of said 45.113-acre tract and the Northwesterly line of said Lubbock and Western Railroad right-of-way a distance of 356.32 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" found at the Northeast corner of that 104.70-acre tract described in CCFN 2021053674, OPRLCT, and the most Southerly Southeast corner of this parcel;

THENCE N. 88° 09' 52" W., along the North line of said 104.70-acre tract a distance of 355.06 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set for the Southwest corner of this parcel;

THENCE N. 01° 49' 56" E. a distance of 1350.66 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set in the South line of said 55.00-foot Gas Line Easement for the Northwest corner of this parcel;

THENCE S. 88° 12' 14" E., 55.00 feet South of and parallel with the North line of said Section 31, Block AK, a distance of 642.98 feet to the Point of Beginning.

Containing 19.246 acres (838,368 sq. ft.) of land, more or less.

The Property is further depicted on Exhibit A, attached hereto and made a part hereof.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

Liens, if any, described as part of the Consideration and any other liens described in this Deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations and other matters arising from and existing by reason of Lubbock County authority; and taxes for 2023 to present, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership or both, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations From and Exceptions to Warranty, when the claim is by, through or under Grantor, but not otherwise.

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

This document may be executed in several counterparts, each of which will be considered an original for conveyance purposes.

GRANTOR – BAR-BELL HOLDINGS, LLC, A TEXAS LIMITED LIABILITY COMPANY

By: Eddie Bell

Printed Name: Eddie Bell

Title: Manager

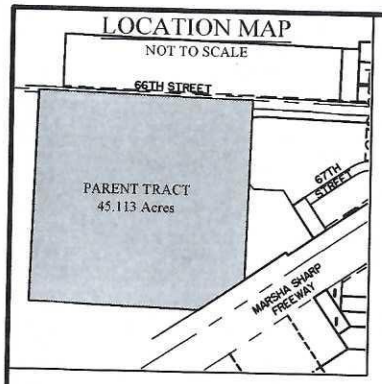
STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on September 15, 2023, by EDDIE BELL, as Manager of BAR-BELL HOLDINGS, LLC, a Texas Limited Liability Company.

Lori Hoerman

NOTARY PUBLIC, STATE OF TEXAS

Lori Minnette Hoerman
Notary Public, State of Texas
Notary ID #13341945-1
My Commission Expires 10-28-2025



DESCRIPTION FOR PARCEL 74

METES AND BOUNDS DESCRIPTION of a 19.246-acre parcel located in Section 31, Block AK, Lubbock County, Texas, being a portion of that 45.113-acre tract described in County Clerk File Number (CCFN) 2008031828, Official Public Records, Lubbock County, Texas (OPRLCT), said 19.246 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with yellow cap marked 'HUGO REED & ASSOC' found (N=7,260,409.29', E=909,314.25') in the North line of said Section 31, Block AK, Lubbock County, Texas, and in the South line of that 55.00-foot Gas Line Easement granted in CCFN 2016002495, OPRLCT, in the East line of said 45.113 acre tract and in the West line of that 14.74-acre tract described in Volume 7591, Page 218, OPRLCT, which bears N. 88° 12' 14" W. a distance of 899.97 feet and S. 01° 49' 56" W. a distance of 55.00 from a railroad spike found at the Northeast corner of said Section 31 for the Northeast corner of this parcel;

THENCE S. 01° 49' 56" W. along the East line of said 45.113-acre tract and the West line of said 14.74-acre tract a distance of 1141.17 feet to a 1/2" iron rod found in the Northwesterly right-of-way line of the Lubbock and Western Railroad as described in Volume 5007, Page 207, OPRLCT, at the most Easterly Southeast corner of this parcel;

THENCE S. 55° 44' 16" W. along the Southeast line of said 45.113-acre tract and the Northwesterly line of said Lubbock and Western Railroad right-of-way a distance of 356.32 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" found at the Northeast corner of that 104.70-acre tract described in CCFN 2021053674, OPRLCT, and the most Southerly Southeast corner of this parcel;

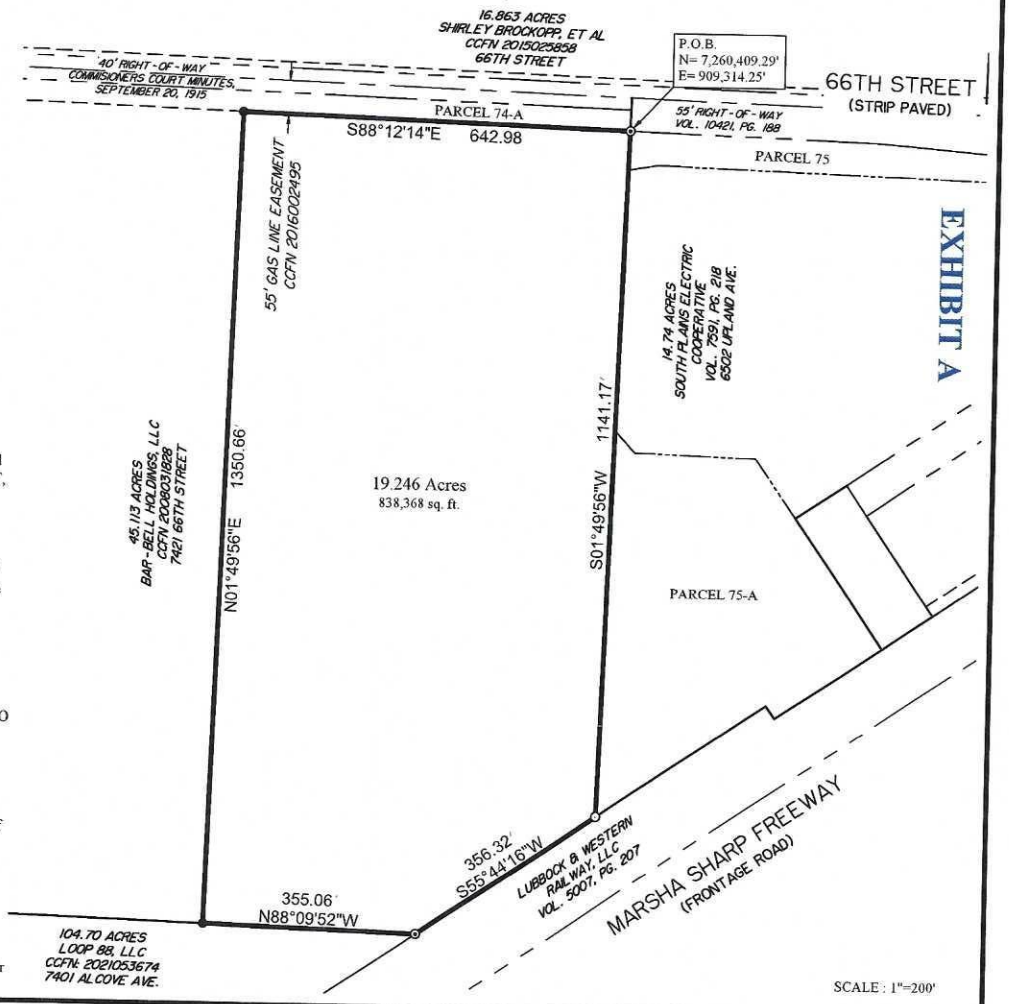
THENCE N. 88° 09' 52" W., along the North line of said 104.70-acre tract a distance of 355.06 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set for the Southwest corner of this parcel;

THENCE N. 01° 49' 56" E. a distance of 1350.66 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set in the South line of said 55.00-foot Gas Line Easement for the Northwest corner of this parcel;

THENCE S. 88° 12' 14" E., 55.00 feet South of and parallel with the North line of said Section 31, Block AK, a distance of 642.98 feet to the Point of Beginning.

Containing 19.246 acres (838,368 sq. ft.) of land, more or less.

NOTE:
This parcel is subject to an 20 foot Underground Natural Gas Pipeline easement that this surveyor is unable to locate as described in Volume 1224, Page 285, Deed Records, Lubbock County, Texas. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.



Parcel 74
PERIMETER SURVEY OF A
19.246 ACRE PARCEL LOCATED IN
SECTION 31, BLOCK AK
LUBBOCK COUNTY, TEXAS

66TH STREET CHANNEL
DRAINAGE IMPROVEMENTS PROJECT
FROM PLAYA 100 TO PLAYA 039A

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

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

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

Surveyed on the ground June 28, 2023

Copyright 2023, Hugo Reed and Associates, Inc. Page 1 of 1

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

LEGEND:
- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- SET 1/2" ROD w/CAP
- FD. 1/2" ROD w/CAP
- FD. 1/2" IRON ROD

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

STREET AND PUBLIC USE DEDICATION DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT **BAR-BELL HOLDINGS, LLC, a Texas Limited Liability Company**, herein called "Grantor," for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, to it in hand by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, does hereby dedicate to the public for public use forever and for street purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A."

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

WITNESS MY HAND on September 15, 2023.

GRANTOR – BAR-BELL HOLDINGS, LLC, A TEXAS LIMITED LIABILITY COMPANY

By: Eddie Bell

Printed Name: Eddie Bell

Title: Manager

STATE OF TEXAS §

§

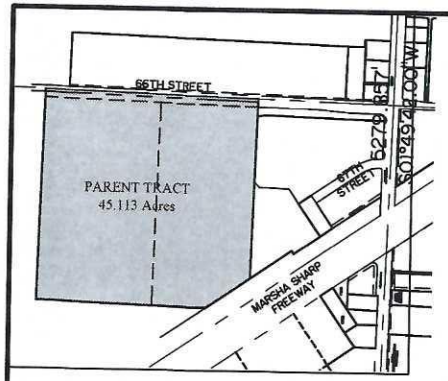
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on September 15, 2023, by EDDIE BELL, as Manager of BAR-BELL HOLDINGS, LLC, a Texas Limited Liability Company.

Lori Hoerman

NOTARY PUBLIC, STATE OF TEXAS

Lori Minnette Hoerman
Notary Public, State of Texas
Notary ID #13341945-1
My Commission Expires 10-28-2025



LOCATION MAP
NOT TO SCALE

DESCRIPTION FOR PARCEL 74-A

METES AND BOUNDS DESCRIPTION of a 1.141-acre parcel located in Section 31, Block AK, Lubbock County, Texas, being a portion of that 45.113-acre tract described in County Clerk File Number (CCFN) 2008031828, Official Public Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod with yellow cap marked 'HUGO REED & ASSOC' set (N=7,260,444.28', E=909,315.37') in the South line of that 40.00-foot Right-of-Way dedicated by Commissioners Court Minutes dated September 20, 1915, in the East line of said 45.113-acre tract and in the West line of that 14.74-acre tract described in Volume 7591, Page 218, OPRLCT, which bears N. 88° 12' 14" W. a distance of 899.97 feet and S. 01° 49' 56" W. a distance of 20.00 feet from a railroad spike found at the Northeast corner of said Section 31, Block AK, for the Northeast corner of this parcel;

THENCE S. 01° 49' 56" W. along the East line of said 45.113-acre tract and the West line of said 14.74-acre tract a distance of 35.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" found at the Southeast corner of this parcel;

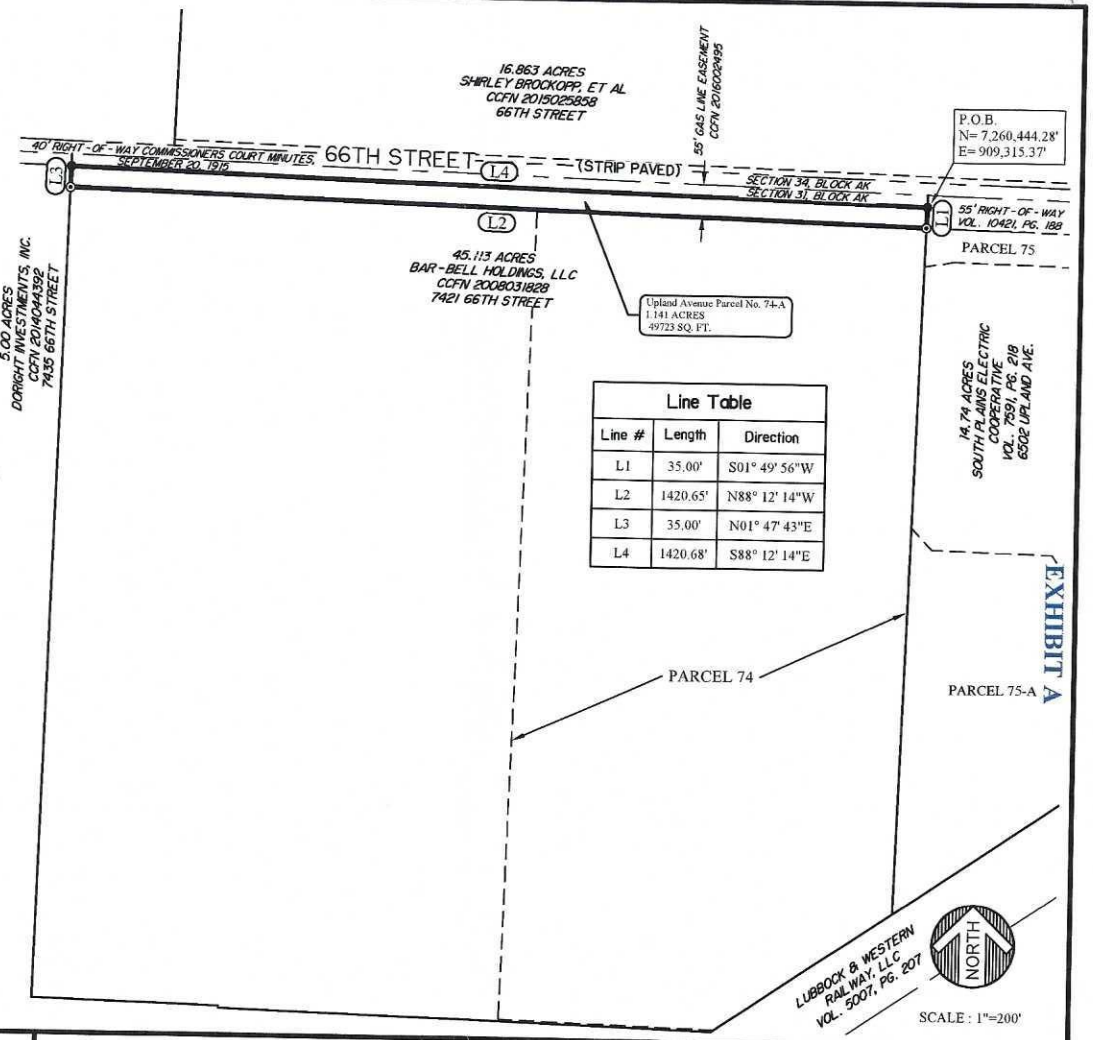
THENCE N. 88° 12' 14" W., 55.00 feet South of and parallel to the North line of said Section 31, along the South line of that 55.00-foot Gas Line Easement described in CCFN 2016002495, OPRLCT, a distance of 1420.65 feet to a 1/2" iron rod with cap marked "AMD ENGINEERING" found at the Southwest corner of this parcel;

THENCE N. 01° 47' 43" E., along the West line of said 45.11- acre tract and the East line of that 5.00-acre tract described in CCFN 2014044392, OPRLCT, a distance of 35.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set in the South line of said 40.00-foot Right-of-Way, for the Northwest corner of this parcel, from which a 1/2" iron rod found in reference bears S. 18° E. a distance of 0.9 feet;

THENCE S. 88° 12' 14" E., 20.00 feet South of and parallel to the North line of said Section 31, along the South line of said 40.00-foot Right-of-Way, a distance of 1420.68 feet to the Point of Beginning.

Containing 1.141 acres (49,723 sq. ft.) of land, more or less.

NOTE:
This parcel is subject to an 20 foot Underground Natural Gas Pipeline easement that this surveyor is unable to locate as described in Volume 1224, Page 285, Deed Records, Lubbock County, Texas. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.



Line Table		
Line #	Length	Direction
L1	35.00'	S01° 49' 56"W
L2	1420.65'	N88° 12' 14"W
L3	35.00'	N01° 47' 43"E
L4	1420.68'	S88° 12' 14"E

EXHIBIT A

Parcel 74-A
PERIMETER SURVEY OF A
1.141 ACRE PARCEL LOCATED IN
SECTION 31, BLOCK AK
LUBBOCK COUNTY, TEXAS

66TH STREET CHANNEL
DRAINAGE IMPROVEMENTS PROJECT
FROM PLAYA 100 TO PLAYA 039A

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

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

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

Surveyed on the ground June 28, 2023

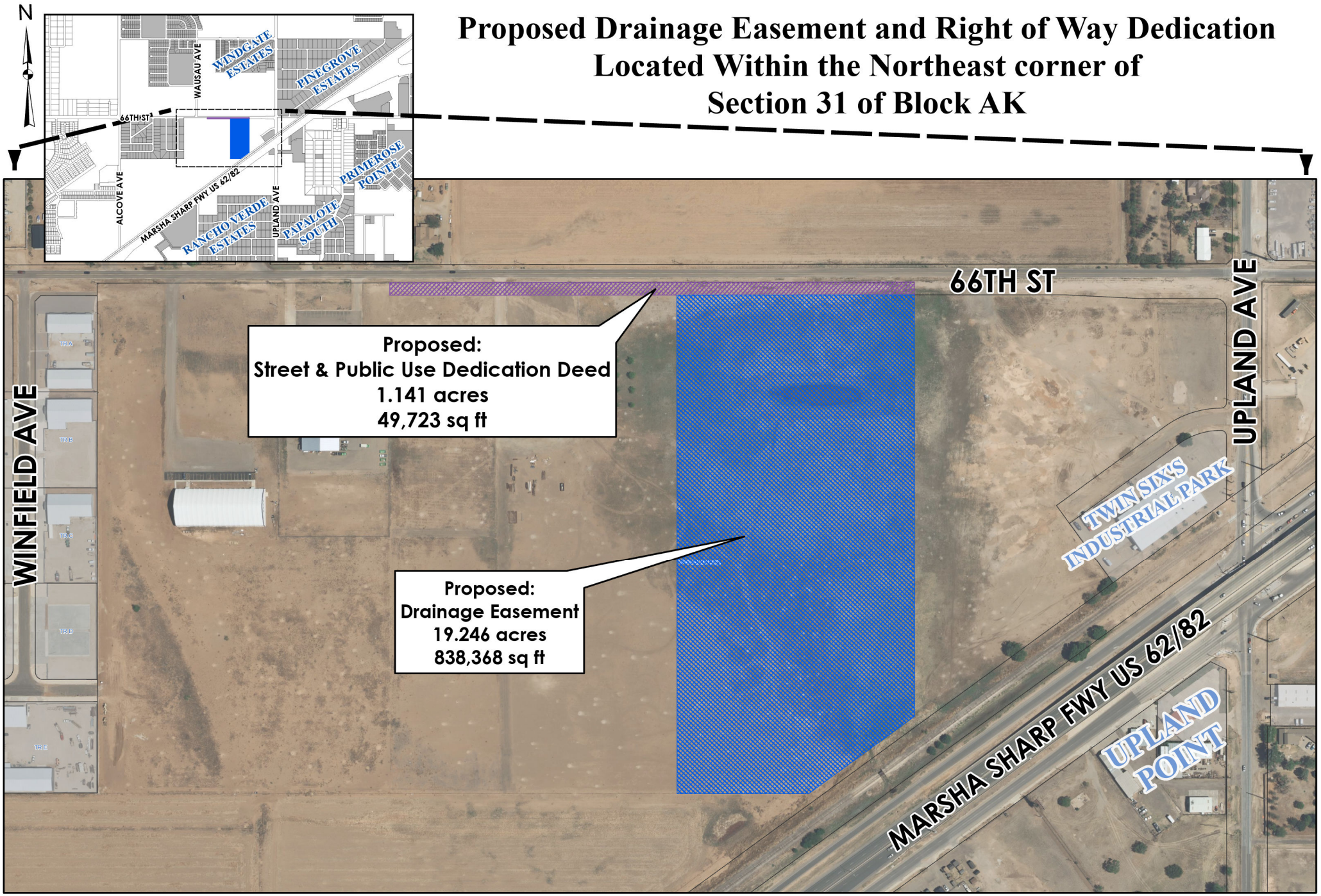
Copyright 2023, Hugo Reed and Associates, Inc.

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

LEGEND:
- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- SET 1/2" ROD w/CAP
- FD. 1/2" ROD w/CAP
- FD. 1/2" ROD

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

Proposed Drainage Easement and Right of Way Dedication Located Within the Northeast corner of Section 31 of Block AK



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 2022

City of Lubbock
Capital Project
Project Cost Detail
October 10, 2023

Capital Project Number:	92654
Capital Project Name:	Upland Ave 66th Street Playa Drainage Imp.

Encumbered/Expended	**Budget**
Contract with FNI for Design Services	$292,455
Land Acquisition Cost Parcel 75-A	19,950
COL Staff time	22,513
Agenda Item October 10, 2023	
Land Acquisition Cost Parcel 74 and 74-A	574,675
Encumbered/Expended To Date	909,593
Estimated Cost for Remaining Appropriation	
Construction Upland Ave 66th Street Drainage Imp.	7,240,407
Remaining Appropriation	-
Total Appropriation	$8,150,000

CIP 92654 Upland Ave and 66th St Playa Drainage Improvements

Infrastructure Improvements

Project Manager: Josh Kristinek - Engineering

Project Scope

This project will over excavate an existing Playa Lake and improve and widen the channel along 66th Street.

Project Justification

The intersection of 66th and Upland has historically flooded during small rain events. Playa Lake Improvements and drainage structure improvements are needed to allow improved drainage within the area. This project will also allow the buildout of the Upland Avenue Arterial sections at the 66th Street intersection.

Project Highlights

Council Priorities Addressed:
Community Improvements
Redevelopment
Growth and Development

Project Dates

Design: Completed
Land Acquisition Complete – 10/2023
Bid Date - Construction: 10/2023
Award Date for Bid - Construction: 01/2024
Project Start Date - Construction: 02/2024
Project End Date - Construction: 02/2025

Project History

$300,000 was appropriated in the FY 2019-20 Budget, Ord. No. 2019-O0129, October 1, 2019.
$1,000,000 was appropriated in the FY 2020-21 Budget, Ord. No. 2020-O0123, October 1, 2020.
$4,000,000 was appropriated in the FY 2021-22 Budget, Ord. No. 2021-O0126, October 1, 2021.

Project Location

Project Appropriations

SW 92654

	2022 - 23 Budget CIP	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Design	$300,000	$0	$0	$0	$0	$0	$0
Construction	$5,000,000	$2,050,000	$0	$0	$0	$0	$0
Acquisition	$0	$800,000	$0	$0	$0	$0	$0
TOTAL	**$5,300,000**	**$2,850,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

SW 92654

	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Storm Water Fund Cash	$5,054,079	$0	$0	$0	$0	$0	$0
Storm Water Fund Bonds	$245,921	$2,850,000	$0	$0	$0	$0	$0
TOTAL	**$5,300,000**	**$2,850,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

92654

Description	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

AI# 12020
Regular City Council Meeting **5. 8.**
10/10/2023:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept and execute two Concurrence Letters, and two Street and Public Use Dedication Deeds, and all related documents, in connection with two parcels of property located in Section 26, Block AK, Lubbock County, on the north side of 98th Street between Upland Avenue and Alcove Avenue, owned by Connie Delle Cogdell, to be utilized for the 98th Street Road Project.

Item Summary

Connie Delle Cogdell is dedicating right-of-way to the City to be utilized for roadway improvements on the 98th Street Capital Improvements Bond Project on the north side of 98th Street between Upland Avenue and Alcove Avenue.

The proponent will dedicate a 1.068 acre tract of land for street right-of-way, for the total consideration of $445,453, subject to final approval by the City Council and approval of title. The proponent will also dedicate a 0.3333 acre tract of land for the same purpose for a total consideration of $129,373 for a combined consideration of $574,826.

The attached resolution will authorize the Mayor to accept, for and on behalf of the City of Lubbock, a Concurrence Letter and Street and Public Use Dedication Deed, and all related documents

Fiscal Impact

The cost of the land acquisition is $574,826 plus closing costs, and is funded in Capital Improvements Project 92811, 98th Street: Alcove Avenue to Upland Avenue - 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer.

Attachments

Resolution - Street and Public Use Dedication Deeds - Cogdell

Street and Public Use Dedication Deeds - Cogdell

CIP Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept and execute for and on behalf of the City of Lubbock, two (2) Concurrence Letters, substantially in the forms as attached hereto, related to two (2) Street and Public Use Dedication Deed associated with two (2) parcels of certain property in Lubbock County, Texas owned by Connie Delle Cogdell, and all related documents. Said Concurrence Letter and Street and Public Use Dedication Deed forms are attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council; 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Concurrence Let Street and Public Use Dedication Deed – Cogdell
10.5.23

98TH STREET (UPLAND AVENUE TO ALCOVE) PROJECT
Concurrence Letter/Owner Acknowledgment

Date:	_____, 2023
Parcel No:	36
Abbreviated Legal Description:	A 0.3333 acre tract, being a portion of a 10.000 acre tract (Cogdell tract) located in Section 26, Block AK, Lubbock County, Texas, described in Volume 10286, Page 349 of the Official Public Records of Lubbock County, Texas (OPRLCT)
Owner:	Connie Delle Cogdell, also known as Connie Cogdell Clark 2591 FM 97 Lockney, Texas 79241
Current Lienholder:	None
Tenant:	None
Document Type:	Street & Public Use Dedication Deed
Consideration:	In lieu of condemnation, $129,373.00, subject to final approval by the City of Lubbock's City Council and further subject to approval of title.
Owner's Acknowledgment:	Owner hereby acknowledges that nothing contained herein shall prevent the City of Lubbock from moving forward with condemnation proceedings if Owner does not close the transaction contemplated herein.

Owner confirms receipt of the following:

1. Copy of The State of Texas Landowner's Bill of Rights;
2. Right of Entry Agreement signed by Owner;
3. Initial Offer Letter dated June 16, 2023 from Bigbee & Curtis, LLP on behalf of the City of Lubbock;
4. Appraisal Reports for Parcel No. 36 by Atrium Real Estate Services; and
5. Survey Plat and Legal Description of Parcel No. 36 by Hugo Reed & Associates, Inc.

Closing Agent:	Lubbock Abstract & Title Company 1216 Texas Avenue Lubbock, Texas 79401

Concurrence:

Connie Delle Cogdell, also known as Connie Cogdell Clark

STREET AND PUBLIC USE DEDICATION DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT **CONNIE DOLLE COGDELL**, herein called "Grantor," for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, to it in hand by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, does hereby dedicate to the public for public use forever including but not limited to street right-of-way, drainage, and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A."

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

WITNESS MY HAND this _____ day of _____ 2023.

_____

CONNIE DOLLE COGDELL

THE STATE OF TEXAS §

§

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally **CONNIE DOLLE COGDELL**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed.

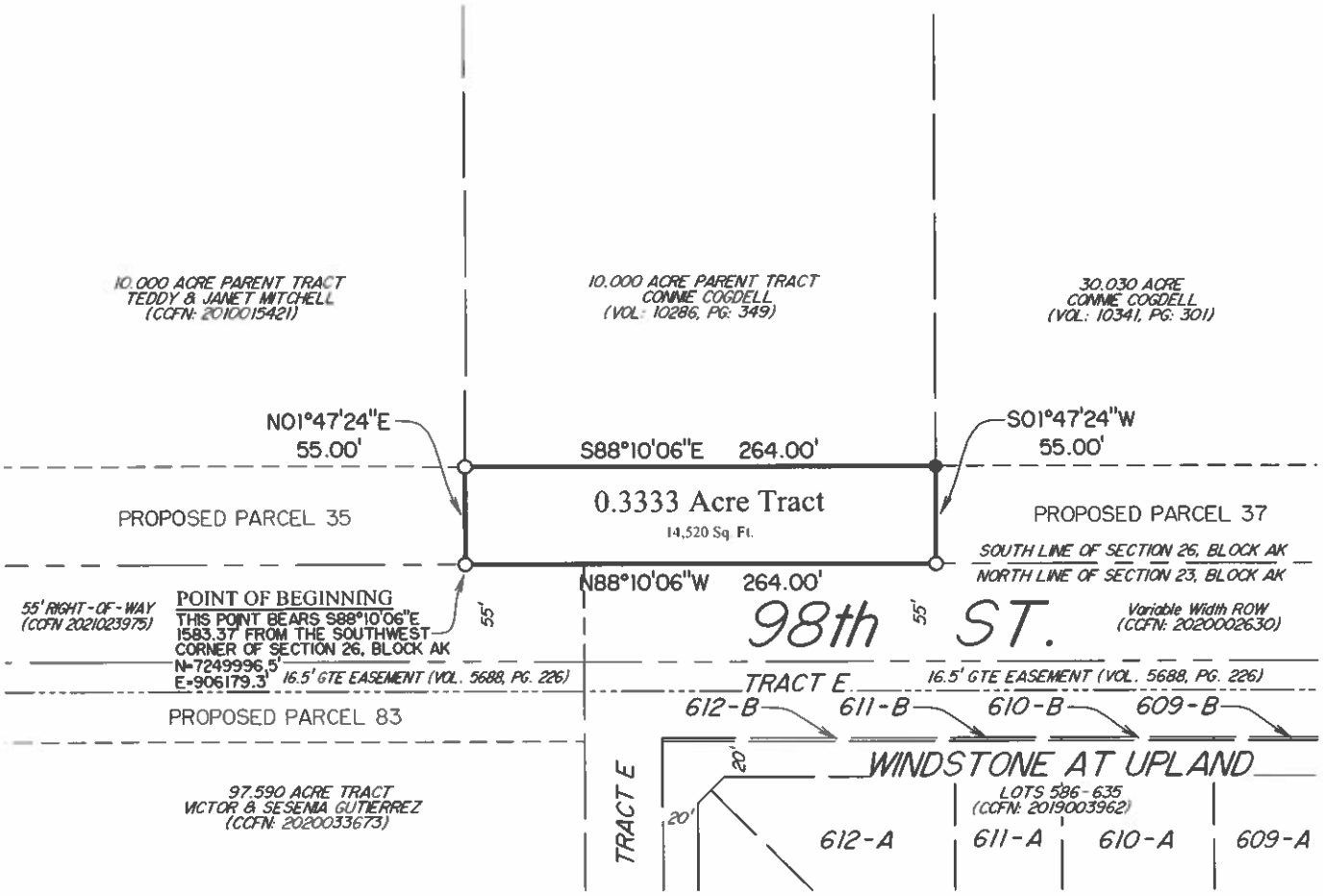
GIVEN UNDER MY HAND AND SEAL OF OFFICE on the _____ day of _____ 2023.

_____

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

Exhibit A



LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- PROPOSED PARCEL
- ○ - SET 1/2" ROD w/CAP "HRA"
- ● - FD. 1/2" ROD w/CAP "HRA"

CCFN- COUNTY CLERK FILE NUMBER,
LUBBOCK COUNTY, TEXAS
GTE-GENERAL TELEPHONE &
ELECTRIC COOP.

NORTH

SCALE: 1"=100'

Note: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

98TH STREET DESIGN PROJECT
UPLAND AVE. TO ALCOVE AVE.

Parcel 36 - Permanent Easement
PERIMETER SURVEY OF A
0.3333 ACRE PARCEL LOCATED IN
SECTION 26, BLOCK AK
LUBBOCK COUNTY, TEXAS

Cyril H. Turner, Registered Professional
Land Surveyor No. 6460 State of Texas

STATE OF TEXAS
REGISTERED
CYRIL HOWARD TURNER
6460
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground
March 20, 2023

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

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

Copyright 2023, Hugo Reed and Associates, Inc.

DESCRIPTION FOR PARCEL 36

METES AND BOUNDS DESCRIPTION of a 0.3333 acre tract, being a portion of a 10.000 acre tract (Cogdell tract) located in Section 26, Block AK, Lubbock County, Texas, described in Volume 10286, Page 349, of the Official Public Records of Lubbock County, Texas, said 0.3333 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HRA" set (N=7249996.5', E=906179.3') in the South line of said Section 26 at the Southwest corner of said Cogdell tract, same being the Southeast corner of that 10.000 acre tract (Mitchell tract) described under County Clerk File No. 2010015421 of the Official Public Records of Lubbock County, Texas, which bears S. 88°10'06" E. a distance of 1,583.37 feet from a railroad spike found at the Southwest corner of said Section 26, Block AK, Lubbock County, Texas;

THENCE N. 01°47'24" E., along the West line of said Cogdell tract and the East line of said Mitchell tract a distance of 55.00 feet to a 1/2" iron rod with cap marked "HRA" set for the Northwest corner of this tract;

THENCE S. 88°10'06" E. a distance of 264.00 feet to a 1/2" iron rod with cap marked "HRA" found in the East line of said Cogdell tract and the West line of that 30.030 acre tract described in Volume 10341 Page 301, of the Official Public Records of Lubbock County, Texas, for the Northeast corner of this tract;

THENCE S. 01°47'24" W. along the the East line of said Cogdell tract and the West line of said 30.030 acre tract a distance of 55.00 feet to a 1/2" iron rod with cap marked "HRA" set in the South line of said Section 26, Block AK for the Southwest corner of said 30.030 acre tract, the Southeast corner of said Cogdell tract and the Southeast corner of this tract;

THENCE N. 88°10'06" W., along the South line of said Section 26, Block AK and said Cogdell tract, a distance of 264.00 feet to the Point of Beginning.

Contains: 0.3333 acres (14,520 sq. ft.) of land more or less.

Bearings are relative to Grid North, Texas Coordinate System of 1983, North Central Zone, 2011 (epoch 2010.0). Distances and coordinates are Surface, U.S. Survey Feet. CSF = 1.0002485

TITLE COMMITMENT

No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

98TH STREET DESIGN PROJECT
UPLAND AVE. TO ALCOVE AVE.

Parcel 36 - Permanent Easement
PERIMETER SURVEY OF A
0.3333 ACRE PARCEL LOCATED IN
SECTION 26, BLOCK AK
LUBBOCK COUNTY, TEXAS

Cyril H. Turner, Registered Professional
Land Surveyor No. 6460 State of Texas

STATE OF TEXAS
REGISTERED
CYRIL HOWARD TURNER
6460
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground
March 20, 2023

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

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

Copyright 2023, Hugo Reed and Associates, Inc.

98TH STREET (UPLAND AVENUE TO ALCOVE) PROJECT
Concurrence Letter/Owner Acknowledgment

Date:	_____, 2023
Parcel No:	37
Abbreviated Legal Description:	A 1.068 acre tract, being a portion of a 30.030 acre tract located in Section 26, Block AK, Lubbock County, Texas, described in Volume 10341 Page 301 of the Official Public Records of Lubbock County, Texas (OPRLCT)
Owner:	Connie Delle Cogdell, also known as Connie Cogdell Clark 2591 FM 97 Lockney, Texas 79241
Current Lienholder:	None
Tenant:	None
Document Types:	Street & Public Use Dedication Deed.
Consideration:	In lieu of condemnation, $445,453.00 total consideration, subject to final approval by the City of Lubbock's City Council and further subject to approval of title.
Owner's Acknowledgment:	Owner hereby acknowledges that nothing contained herein shall prevent the City of Lubbock from moving forward with condemnation proceedings if Owner does not close the transaction contemplated herein.

Owner confirms receipt of the following:

1. Copy of The State of Texas Landowner's Bill of Rights;
2. Right of Entry Agreement signed by Owner;
3. Initial Offer Letter dated June 16, 2023 from Bigbee & Curtis, LLP on behalf of the City of Lubbock;
4. Appraisal Reports for Parcel No. 37 by Atrium Real Estate Services; and
5. Survey Plat and Legal Description of Parcel No. 37 by Hugo Reed & Associates, Inc.

Closing Agent:	Lubbock Abstract & Title Company 1216 Texas Avenue Lubbock, Texas 79401

Concurrence:

Connie Delle Cogdell, also known as Connie Cogdell Clark

STREET AND PUBLIC USE DEDICATION DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT **CONNIE DOLLE COGDELL**, herein called "Grantor," for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, to it in hand by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, does hereby dedicate to the public for public use forever, including but not limited to street right-of-way, drainage, and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A."

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

WITNESS MY HAND this _____ day of _____ 2023.

_____

CONNIE DOLLE COGDELL

THE STATE OF TEXAS §

§

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared **CONNIE DOLLE COGDELL**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed.

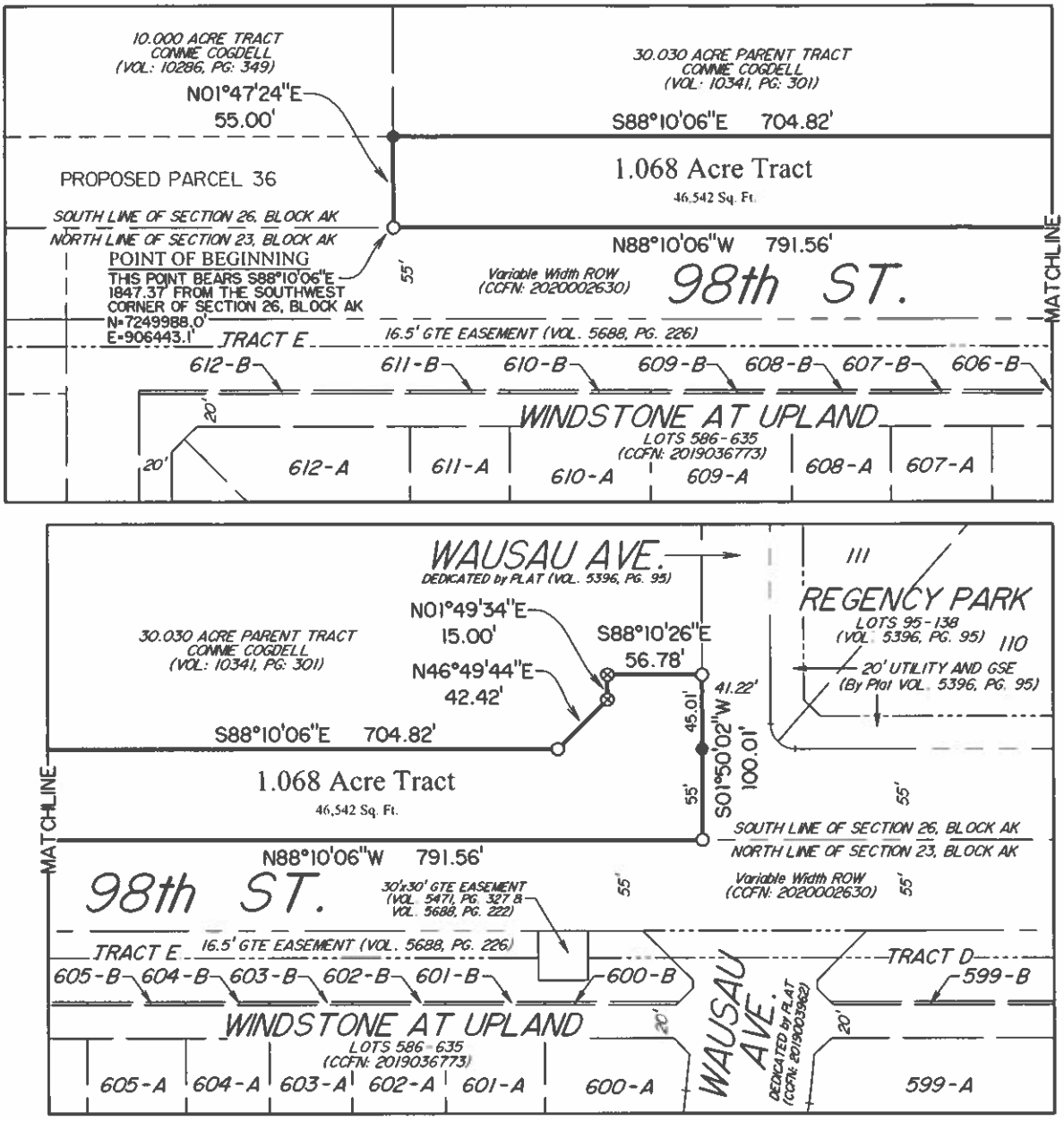
GIVEN UNDER MY HAND AND SEAL OF OFFICE on the _____ day of _____ 2023.

_____

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

Exhibit A



LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- PROPOSED PARCEL
- ○ - SET 1/2" ROD w/CAP "HRA"
- ● - FD. 1/2" ROD w/CAP "HRA"
- ⊗ - CALCULATED POINT - COULD NOT SET (NO RIGHT OF ENTRY)

CCFN- COUNTY CLERK FILE NUMBER, LUBBOCK COUNTY, TEXAS
GTE-GENERAL TELEPHONE & ELECTRIC COOP.
GSE-GARBAGE SERVICE EASEMENT

NORTH

SCALE: 1"=100'

Note: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

98TH STREET DESIGN PROJECT
UPLAND AVE. TO ALCOVE AVE.

Parcel 37 - Permanent Easement
PERIMETER SURVEY OF A
1.068 ACRE PARCEL LOCATED IN
SECTION 26, BLOCK AK
LUBBOCK COUNTY, TEXAS

Cyril H. Turner, Registered Professional
Land Surveyor No. 6460 State of Texas

STATE OF TEXAS
REGISTERED
CYRIL HOWARD TURNER
6460
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground
March 20, 2023

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

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

Copyright 2023, Hugo Reed and Associates, Inc.

DESCRIPTION FOR PARCEL 37

METES AND BOUNDS DESCRIPTION of a 1.068 acre tract, being a portion of a 30.030 acre tract located in Section 26, Block AK, Lubbock County, Texas, described in Volume 10341, Page 301, of the Official Public Records of Lubbock County, Texas, said 1.068 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HRA" set (N=7249988.0', E=906443.1') in the South line of said Section 26 for the Southwest corner of said 30.030 acre tract, same being the Southeast corner of that 10.000 acre tract described in Volume 10286, Page 349 of the Official Public Records of Lubbock County, Texas, which bears S. 88°10'06" E. a distance of 1,847.37 feet from a railroad spike found at the Southwest corner of said Section 26, Block AK, Lubbock County, Texas;

THENCE N. 01°47'24" E., along the West line of said 30.030 acre tract and the East line of said 10.000 acre tract a distance of 55.00 feet to a 1/2" iron rod with cap marked "HRA" found for the Northwest corner of this tract;

THENCE S. 88°10'06" E. a distance of 704.82 feet to a 1/2" iron rod with cap marked "HRA" set for a corner of this tract;

THENCE N. 46°49'44" E. a distance of 42.42 feet to a calculated point for a corner of this tract;

THENCE N. 01°49'34" E. a distance of 15.00 feet to a calculated point for a corner of this tract;

THENCE S. 88°10'26" E. a distance of 56.78 feet to a 1/2" iron rod with cap marked "HRA" set in the East line of said 30.030 acre tract and the West right of way line of Wausau Avenue according to the map, plat and/or dedication deed thereof recorded in Volume 5396, Page 95, Official Real Property Records of Lubbock County, Texas, for the Northeast corner of this tract;

THENCE S. 01°50'02" W., along the East line of said 30.030 acre tract and the West right-of-way line of Wausau Avenue, at 45.01 feet past a 1/2" iron rod with cap marked "HRA" found at the Northwest right-of-way line of 98th Street as dedicated by said map, plat and/or dedication deed thereof recorded in Volume 5396, Page 95, Official Real Property Records of Lubbock County, Texas, continuing for a total distance of 100.01 feet to a 1/2" iron rod with cap marked "HRA" set in the South line of Section 26, Block AK, Lubbock County, Texas, for the Southeast corner of said 30.030 acre tract and the Southeast corner of this tract;

THENCE N. 88°10'06" W., along the South line of said Section 26, Block AK and said 30.030 acre tract, a distance of 791.56 feet to the Point of Beginning.

Contains: 1.068 acres (46,542 sq. ft.) of land more or less.

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0). Distances and coordinates are Surface, U.S. Survey Feet. CSF = 1.0002485

TITLE COMMITMENT

No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

98TH STREET DESIGN PROJECT
UPLAND AVE. TO ALCOVE AVE.

Parcel 37 - Permanent Easement
PERIMETER SURVEY OF A
1.068 ACRE PARCEL LOCATED IN
SECTION 26, BLOCK AK
LUBBOCK COUNTY, TEXAS

Cyril H. Turner, Registered Professional
Land Surveyor No. 6460 State of Texas

Surveyed on the ground
March 20, 2023

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
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Combined Scale Factor: 1.0002485

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CIP 92811 98th Street Alcove Avenue to Upland Avenue - 22B

"New Roadway Infrastructure"

Project Manager: Josh Kristinek - Engineering

Project Scope

98th Street from Alcove Avenue to Upland Avenue is currently unpaved and is designated in the 2018 Thoroughfare Master Plan to become a seven-lane principal arterial roadway. Continued growth in southwest Lubbock has increased traffic demands along the west 98th street corridor from Alcove Avenue to Upland Avenue, a roadway that is currently unpaved with portions in a flood zone. Safety concerns necessitate the construction of an all-weather paved roadway, raised above the flood plain; the new roadway will be constructed to a three lane multimodal roadway with drainage structures in the seven lane ultimate configuration. The design will include the ultimate design of seven-lane arterial, intersection improvements, drainage solutions, utility adjustment and right of way acquisition services with the City of Lubbock constructing three lanes.

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project Dates

Design Start Date: 12/2022
Design Completion: 12/2023
Bid for Constuction:12/2023
Award Construction: 02/2024
Project Completion: 08/2025

Project History

Project Location

Project Appropriations

P Works 92811

	2022 - 23 Budget CIP	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	$12,000,000	$0	$0	$0	$0	$0	$0
TOTAL	**$12,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

P Works 92811

	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
General Obligation Bonds	$12,000,000	$0	$0	$0	$0	$0	$0
TOTAL	**$12,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

92811

Description	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

AI# 12004
Regular City Council Meeting **5. 9.**
10/10/2023:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept and execute, for and on behalf of the City of Lubbock, a Concurrence Letter and a Street and Public Use Dedication Deed, and all related documents, in connection with certain real property located in Section 26, Block AK, Lubbock County, Texas, on the north side of 98th Street, east of Alcove Avenue, owned by Brian D. Schroeder and Nancy E. Schroeder, to be utilized for the 98th Street Roadway Project.

Item Summary

Brian and Nancy Schroeder are dedicating right-of-way to the City to be utilized for roadway improvements on the 98th Street Capital Improvements Bond Project on the north side of 98th Street, east of Alcove Avenue.

The proponents will dedicate 12,558 square feet of land for street right-of-way, for the total consideration of $122,395, as valued in appraisal reports by Atrium Real Estate Services, subject to final approval by the City Council and approval of title.

The attached resolution will authorize the Mayor to accept, for and on behalf of the City of Lubbock, a Concurrence Letter and Street and Public Use Dedication Deed, and all related documents

Fiscal Impact

The cost of the land acquisition is $122,395 plus closing costs, and is funded in Capital Improvements Project 92811, 98th Street: Alcove Avenue to Upland Avenue – 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution - Street and Public Use Dedication Deed - Schroeder

Street and Public Use Dedication Deed - Schroeder

Parcel 34 GIS map

CIP 92811 Cost Detail

CIP Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept and execute for and on behalf of the City of Lubbock, a Concurrence Letter, substantially in the form as attached hereto, related to a Street and Public Use Dedication Deed associated with certain property in Lubbock County, Texas owned by Brian D. Schroeder and Nancy E. Schroeder, and all related documents. Said Concurrence Letter and Street and Public Use Dedication Deed forms are attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council; 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Concurrence Let Street and Public Use Dedication Deed – Schroeder
10.5.23

98TH STREET (UPLAND AVENUE TO ALCOVE) PROJECT
Concurrence Letter/Owner Acknowledgment

Date: _____, 2023

Parcel No: 34

Abbreviated Legal Description: A 0.2883 acre tract, being a portion of a 10.000 acre tract (Schroeder tract) located in Section 26, Block AK, Lubbock County, Texas, described under County Clerk File Number (CCFN) 2017021714 of the Official Public Records of Lubbock County, Texas (OPRLCT)

Owner(s): Brian D. Schroeder and Nancy E. Schroeder, husband and wife
7706 98th Street
Lubbock, Texas 79424

Current Lienholder: USAA Federal Savings Bank

Tenant: None

Document Type(s): Street & Public Use Dedication Deed

Consideration: $122,395.00, subject to final approval by the City of Lubbock's City Council and further subject to approval of title.

Owner confirms receipt of the following:

1. Copy of The State of Texas Landowner's Bill of Rights;
2. Right of Entry Agreement signed by Owner;
3. Initial Offer Letter dated June 16, 2023 from Bigbee & Curtis, LLP on behalf of the City of Lubbock;
4. Final Offer Letter dated July 28, 2023 from Bigbee & Curtis, LLP on behalf of the City of Lubbock;
5. Appraisal Reports for Parcel No. 34 by Atrium Real Estate Services; and
6. Survey Plat and Legal Description of Parcel No. 34 by Hugo Reed & Associates, Inc.

Closing Agent: Lubbock Abstract & Title Company
1216 Texas Avenue
Lubbock, Texas 79401

Concurrence:

_____
Brian D. Schroeder

_____
Nancy E. Schroeder

STREET AND PUBLIC USE DEDICATION DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT **BRIAN D. SCHROEDER** and **NANCY E. SCHROEDER**, husband and wife, herein called "Grantor," for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, to it in hand by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, does hereby dedicate to the public for public use forever, including but not limited to street right-of-way, drainage, and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A."

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

WITNESS MY HAND this _____ day of _____ 2023.

_____

BRIAN D. SCHROEDER

_____

NANCY E. SCHROEDER

THE STATE OF TEXAS §

§

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared **BRIAN D. SCHROEDER** and **NANCY E. SCHROEDER**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the _____ day of _____ 2023.

_____

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

LIENHOLDER CONSENT

THE STATE OF _____ §
§
COUNTY OF _____ §

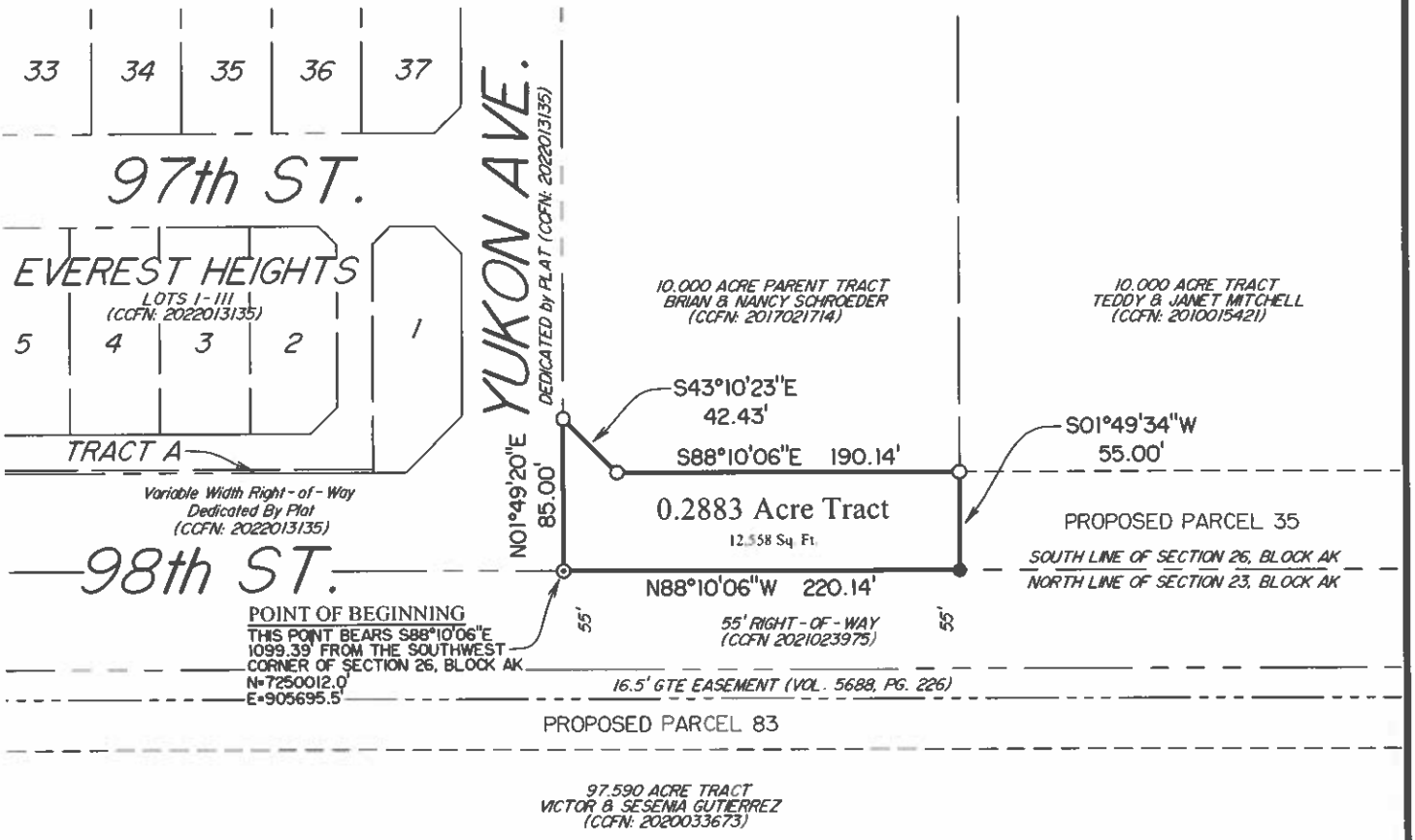
That USAA FEDERAL SAVINGS BANK, a federal savings association organized and existing under the laws of the United States of America, for and in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00) paid in cash, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, being a lienholder on the property described on the attached Exhibit A, does hereby consent and agree to the above-described Dedication and does hereby subordinate its rights to the above-described Dedication.

IN WITNESS WHEREOF, the said USAA FEDERAL SAVINGS BANK, has caused these presents to be signed by its duly authorized officer _____ (printed name), _____ (title) on the _____ day of _____, 20___.

_____
NOTARY PUBLIC, STATE OF _____

My Commission Expires: _____

Exhibit A



LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- PROPOSED PARCEL
- SET 1/2" ROD w/CAP "HRA"
- FD. 1/2" ROD w/CAP "AMD"
- FD. 1/2" ROD

CCFN- COUNTY CLERK FILE NUMBER, LUBBOCK COUNTY, TEXAS

NORTH

SCALE: 1"=100'

Note: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

Revised: March 27, 2023 (to add scale)

98TH STREET DESIGN PROJECT
UPLAND AVE. TO ALCOVE AVE.

Parcel 34 - Permanent Easement
PERIMETER SURVEY OF A
0.2883 ACRE PARCEL LOCATED IN
SECTION 26, BLOCK AK
LUBBOCK COUNTY, TEXAS

Cyril H. Turner, Registered Professional Land Surveyor No. 6460 State of Texas

STATE OF TEXAS
REGISTERED
CYRIL HOWARD TURNER
6460
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground
March 20, 2023

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

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

Copyright 2023, Hugo Reed and Associates, Inc.

DESCRIPTION FOR PARCEL 34

METES AND BOUNDS DESCRIPTION of a 0.2883 acre tract, being a portion of a 10.000 acre tract (Schroeder tract) located in Section 26, Block AK, Lubbock County, Texas, described under County Clerk File No. 2017021714 of the Official Public Records of Lubbock County, Texas, said 0.2883 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod marked "AMD" found (N=7250012.0', E=905695.5') in the South line of said Section 26 in the East right-of-way line of Yukon Avenue dedicated by plat recorded under County Clerk File No. 2022013135 of the Official Public Records of Lubbock County, Texas, at the Southwest corner of said Schroeder tract, which bears S. 88°10'06" E. a distance of 1,099.39 feet from a railroad spike found at the Southwest corner of said Section 26, Block AK, Lubbock County, Texas;

THENCE N. 01°49'20" E., along the West line of said Schroeder tract and the East right of way line of said Yukon Avenue a distance of 85.00 feet to a 1/2" iron rod with cap marked "HRA" set for the most Northerly Northwest corner of this tract;

THENCE S. 43°10'23" E. a distance of 42.43 feet to a 1/2" iron rod with cap marked "HRA" set for a corner of this tract;

THENCE S. 88°10'06" E. distance of 190.14 feet to a 1/2" iron rod with cap marked "HRA" set in the East line of said Schroeder tract and in the West line of that 10.000 acre tract (Mitchell tract) described under County Clerk File No. 2010015421 of the Official Public Records of Lubbock County, Texas, for the Northeast corner of this tract;

THENCE S. 01°49'34" W., along the East line of said Schroeder tract and the West line of said Mitchell tract a distance of 55.00 feet to a 1/2" iron rod found in the South line of said Section 26, Block AK for the Southwest corner of said Mitchell tract, the Southeast corner of said Schroeder tract and the Southeast corner of this tract;

THENCE N. 88°10'06" W., along the South line of said Section 26, Block AK, and the South line of said Schroeder tract, a distance of 220.14 feet to the Point of Beginning.

Contains: 0.2883 acres (12,558 sq. ft.) of land more or less.

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0). Distances and coordinates are Surface, U.S. Survey Feet. CSF = 1.0002485

TITLE COMMITMENT

No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

Revised: March 27, 2023 (to add scale to page 1)

98TH STREET DESIGN PROJECT
UPLAND AVE. TO ALCOVE AVE.

Parcel 34 - Permanent Easement
PERIMETER SURVEY OF A
0.2883 ACRE PARCEL LOCATED IN
SECTION 26, BLOCK AK
LUBBOCK COUNTY, TEXAS

Cyril H. Turner, Registered Professional
Land Surveyor No. 6460 State of Texas

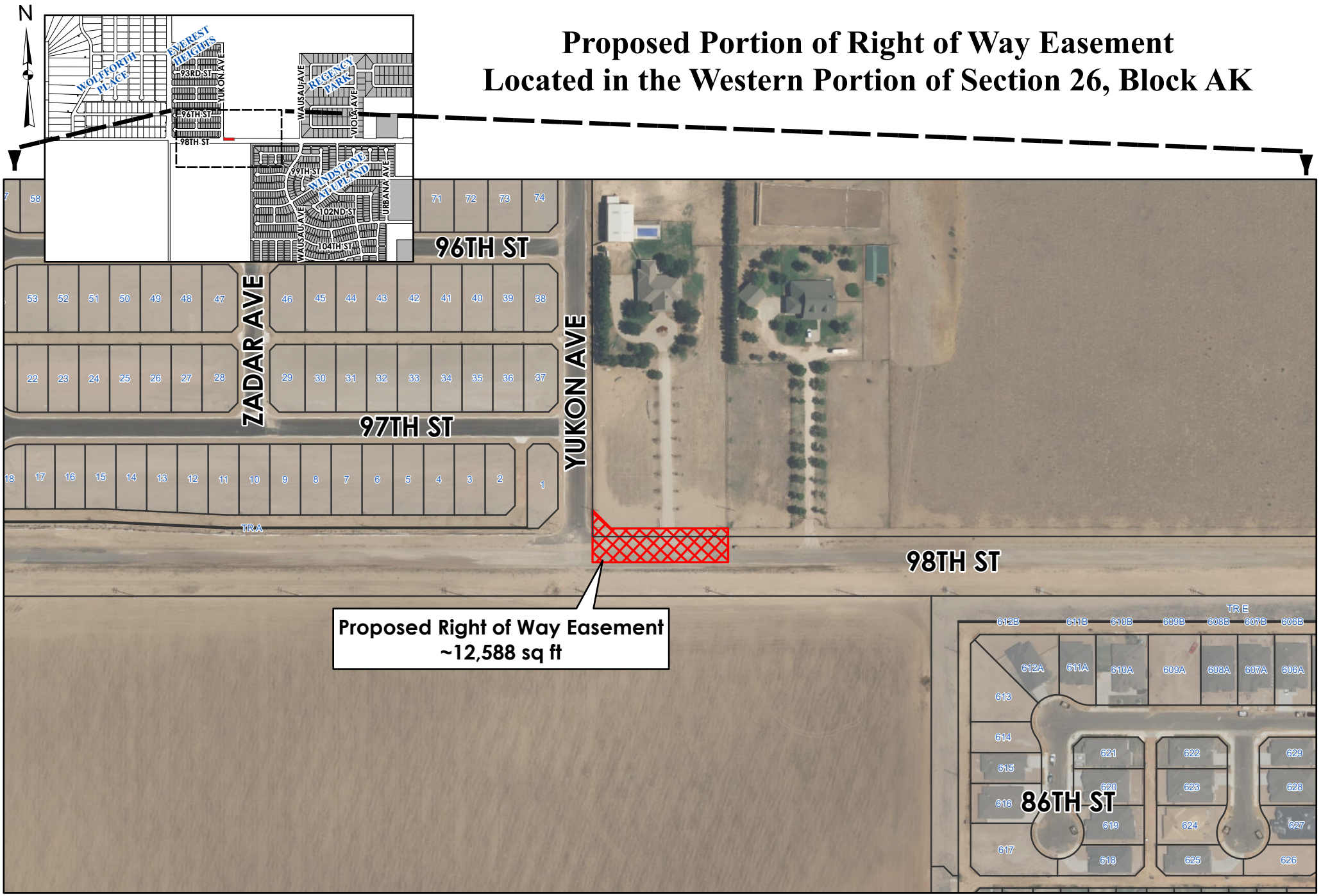
Surveyed on the ground
March 20, 2023

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

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

Copyright 2023, Hugo Reed and Associates, Inc.

Proposed Portion of Right of Way Easement
Located in the Western Portion of Section 26, Block AK



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 2022

City of Lubbock
Capital Project
Project Cost Detail
October 10, 2023

Capital Project Number:	92811
Capital Project Name:	98th Street: Alcove to Upland - 22B

Encumbered/Expended	**Budget**
Contract 17031 with KHA for Design Services	989,200
Staff Time	12,837
ROW Dedication, Parcel 48	104,917
ROW Dedication, Parcel 83	238,903
Agenda Item October 10, 2023	
ROW Dedication, Parcel 34	122,395
ROW Dedication, Parcel 35	130,364
Encumbered/Expended To Date	1,598,615
Estimated Cost for Remaining Appropriation	
98th Street: Alcove to Upland - 22B Construction	10,401,385
Remaining Appropriation	-
Total Appropriation	$12,000,000

CIP 92811 98th Street Alcove Avenue to Upland Avenue - 22B

"New Roadway Infrastructure"

Project Manager: Josh Kristinek - Engineering

Project Scope

98th Street from Alcove Avenue to Upland Avenue is currently unpaved and is designated in the 2018 Thoroughfare Master Plan to become a seven-lane principal arterial roadway. Continued growth in southwest Lubbock has increased traffic demands along the west 98th street corridor from Alcove Avenue to Upland Avenue, a roadway that is currently unpaved with portions in a flood zone. Safety concerns necessitate the construction of an all-weather paved roadway, raised above the flood plain; the new roadway will be constructed to a three lane multimodal roadway with drainage structures in the seven lane ultimate configuration. The design will include the ultimate design of seven-lane arterial, intersection improvements, drainage solutions, utility adjustment and right of way acquisition services with the City of Lubbock constructing three lanes.

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project Dates

Design Start Date: 12/2022
Design Completion: 12/2023
Bid for Constuction:12/2023
Award Construction: 02/2024
Project Completion: 08/2025

Project History

Project Location

Project Appropriations

P Works 92811

	2022 - 23 Budget CIP	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	$12,000,000	$0	$0	$0	$0	$0	$0
TOTAL	**$12,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

P Works 92811

	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
General Obligation Bonds	$12,000,000	$0	$0	$0	$0	$0	$0
TOTAL	**$12,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

92811

Description	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept and execute, for and on behalf of the City of Lubbock, a Concurrence Letter and Street and Public Use Dedication Deed, and all related documents, in connection with certain real property located in Section 26, Block AK, Lubbock County, Texas, on the north side of 98th Street, east of Alcove Avenue, owned by Dr. Tedd Mitchell and Dr.Janet Tornelli-Mitchell, to be utilized for the 98th Street Roadway Project.

Item Summary

Teddy and Janet Mitchell are dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the 98th Street Capital Improvements Bond Project on the north side of 98th Street, east of Alcove Avenue.

The proponents will dedicate 14,510 square feet of land for street right-of- way, for the total consideration of $130,364, as valued in appraisal reports by Atrium Real Estate Services, subject to final approval by the City Council and approval of title.

The attached resolution will authorize the Mayor to accept, for and on behalf of the City of Lubbock, a Concurrence Letter and Street and Public Use Dedication Deed, and all related documents

Fiscal Impact

The cost of the land acquisition is $130,364 plus closing costs, and is funded in Capital Improvements Project 92811, 98th Street: Alcove Avenue to Upland Avenue – 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution - Street and Public Use Dedication Deed - Mitchell
Street and Public Use Dedication Deed - Mitchell
Parcel 35 GIS map
CIP 92811 Detail
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 accept and execute for and on behalf of the City of Lubbock, a Concurrence Letter, substantially in the form as attached hereto, related to a Street and Public Use Dedication Deed associated with certain property in Lubbock County, Texas owned by Dr. Tedd Mitchell and Dr. Janet Tornelli-Mitchell, and all related documents. Said Concurrence Letter and Street and Public Use Dedication Deed forms are attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council; 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Concurrence Let Street and Public Use Dedication Deed – Mitchell
10.5.23

98TH STREET (UPLAND AVENUE TO ALCOVE) PROJECT
Concurrence Letter/Owner Acknowledgment

Date:	_____, 2023
Parcel No:	35
Abbreviated Legal Description:	A 0.3331 acre tract, being a portion of a 10.000 acre tract (Mitchell tract) located in Section 26, Block AK, Lubbock County, Texas, described under County Clerk File No. 2010015421 of the Official Public Records of Lubbock County, Texas
Owner(s):	Dr. Tedd Mitchell and Dr. Janet Tornelli-Mitchell, husband and wife 7622 98th Street Lubbock, Texas 79424
Current Lienholder:	JPMorgan Chase Bank, N.A.
Tenant:	None
Document Type(s):	Street & Public Use Dedication Deed
Consideration:	$130,364.00, subject to final approval by the City of Lubbock's City Council and further subject to approval of title.

Owner confirms receipt of the following:

1. Copy of The State of Texas Landowner's Bill of Rights;
2. Right of Entry Agreement signed by Owner;
3. Initial Offer Letter dated June 16, 2023 from Bigbee & Curtis, LLP on behalf of the City of Lubbock;
4. Final Offer Letter dated July 28, 2023 from Bigbee & Curtis, LLP on behalf of the City of Lubbock;
5. Appraisal Reports for Parcel No. 35 by Atrium Real Estate Services; and
6. Survey Plat and Legal Description of Parcel No. 35 by Hugo Reed & Associates, Inc.

Closing Agent: Lubbock Abstract & Title Company
1216 Texas Avenue
Lubbock, Texas 79401

Concurrence:

_____
Dr. Tedd Mitchell

_____
Dr. Janet Tornelli-Mitchell

STREET AND PUBLIC USE DEDICATION DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT **TEDDY MITCHELL** and **JANET TORNELLI-MITCHELL**, husband and wife, herein called "Grantor," for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, to it in hand by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, does hereby dedicate to the public for public use forever, including but not limited to street right-of-way, drainage, and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A."

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

WITNESS MY HAND this _____ day of _____ 2023.

_____

TEDDY MITCHELL

_____

JANET TORNELLI-MITCHELL

THE STATE OF TEXAS §

§

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared **TEDDY MITCHELL** and **JANET TORNELLI-MITCHELL**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the _____ day of _____ 2023.

_____

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

LIENHOLDER CONSENT

THE STATE OF _____ §
§
COUNTY OF _____ §

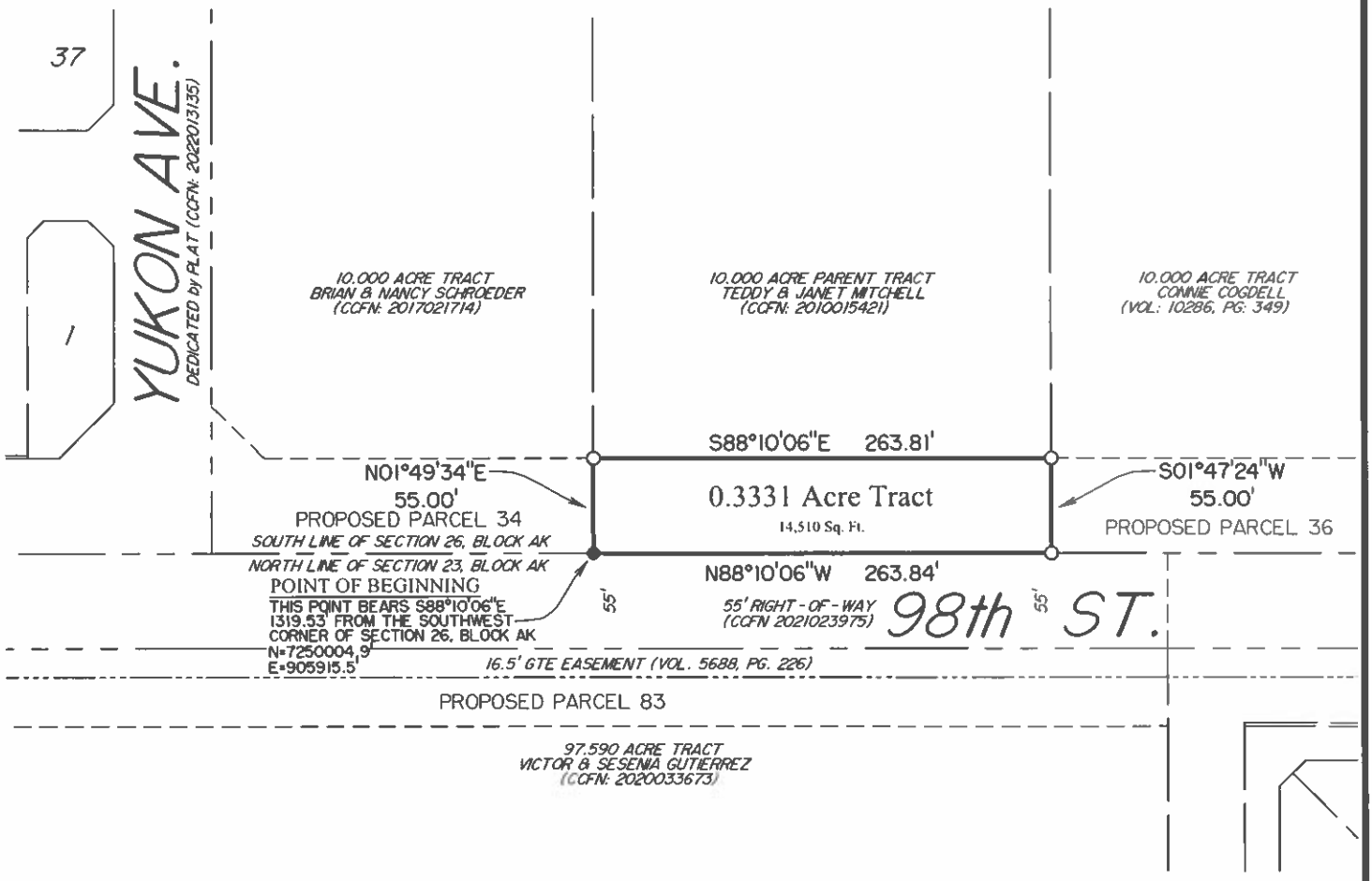
That JPMORGAN CHASE BANK, N.A., a national banking association organized and existing under the laws of the United States of America, for and in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00) paid in cash, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, being a lienholder on the property described on the attached Exhibit A, does hereby consent and agree to the above-described Dedication and does hereby subordinate its rights to the above-described Dedication.

IN WITNESS WHEREOF, the said JPMORGAN CHASE BANK, N.A., has caused these presents to be signed by its duly authorized officer _____ (printed name), _____ (title) on the _____ day of _____, 20___.

_____
NOTARY PUBLIC, STATE OF _____

My Commission Expires: _____

Exhibit A



LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- PROPOSED PARCEL
- ○ - SET 1/2" ROD w/CAP "HRA"
- ● - FD. 1/2" ROD

CCFN- COUNTY CLERK FILE NUMBER. LUBBOCK COUNTY, TEXAS

NORTH

SCALE: 1"=100'

Note: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

Revised: March 27, 2023 (to add scale)

98TH STREET DESIGN PROJECT
UPLAND AVE. TO ALCOVE AVE.

Parcel 35 - Permanent Easement
PERIMETER SURVEY OF A
0.3331 ACRE PARCEL LOCATED IN
SECTION 26, BLOCK AK
LUBBOCK COUNTY, TEXAS

Cyril H. Turner, Registered Professional Land Surveyor No. 6460 State of Texas

STATE OF TEXAS
REGISTERED
CYRIL HOWARD TURNER
6460
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground
March 20, 2023

HUGO REED AND ASSOCIATES, INC.

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

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

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

Copyright 2023, Hugo Reed and Associates, Inc.

DESCRIPTION FOR PARCEL 35

METES AND BOUNDS DESCRIPTION of a 0.3331 acre tract, being a portion of a 10.000 acre tract (Mitchell tract) located in Section 26, Block AK, Lubbock County, Texas, described under County Clerk File No. 2010015421 of the Official Public Records of Lubbock County, Texas, said 0.3331 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod found (N=7250004.9', E=905915.5') in the South line of said Section 26, at the Southwest corner of said Mitchell tract, same being the Southeast corner of that 10.000 acre tract (Schroeder tract) described under County Clerk File No. 2017021714 of the Official Public Records of Lubbock County, Texas, which bears S. 88°10'06" E. a distance of 1,319.53 feet from a railroad spike found at the Southwest corner of said Section 26, Block AK, Lubbock County, Texas;

THENCE N. 01°49'34" E., along the West line of said Mitchell tract and the East line of said Schroeder tract a distance of 55.00 feet to a 1/2" iron rod with cap marked "HRA" set for the Northwest corner of this tract;

THENCE S. 88°10'06" E. a distance of 263.81 feet to a 1/2" iron rod with cap marked "HRA" set in the East line of said Mitchell tract and the West line of that 10.000 acre tract (Cogdell tract) described in Volume 10286, Page 349, of the Official Public Records of Lubbock County, Texas, for the Northeast corner of this tract;

THENCE S. 01°47'24" W. along the the East line of said Mitchell tract and the West line of said Cogdell tract a distance of 55.00 feet to a 1/2" iron rod with cap marked "HRA" set in the South line of said Section 26, Block AK for the Southwest corner of said Cogdell tract, the Southeast corner of said Mitchell tract and the Southeast corner of this tract;

THENCE N. 88°10'06" W., along the South line of said Section 26, Block AK and said Mitchell tract, a distance of 263.84 feet to the Point of Beginning.

Contains: 0.3331 acres (14,510 sq. ft.) of land more or less.

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0). Distances and coordinates are Surface, U.S. Survey Feet. CSF = 1.0002485

TITLE COMMITMENT

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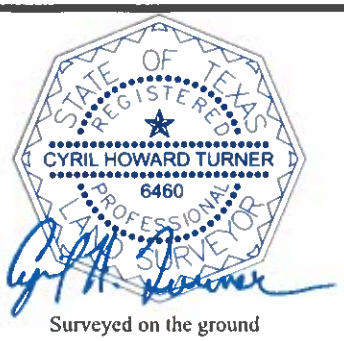
Revised: March 27, 2023 (to add scale to page 1)

98TH STREET DESIGN PROJECT
UPLAND AVE. TO ALCOVE AVE.

Parcel 35 - Permanent Easement
PERIMETER SURVEY OF A
0.3331 ACRE PARCEL LOCATED IN
SECTION 26, BLOCK AK
LUBBOCK COUNTY, TEXAS

Cyril H. Turner, Registered Professional
Land Surveyor No. 6460 State of Texas



Surveyed on the ground
March 20, 2023

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
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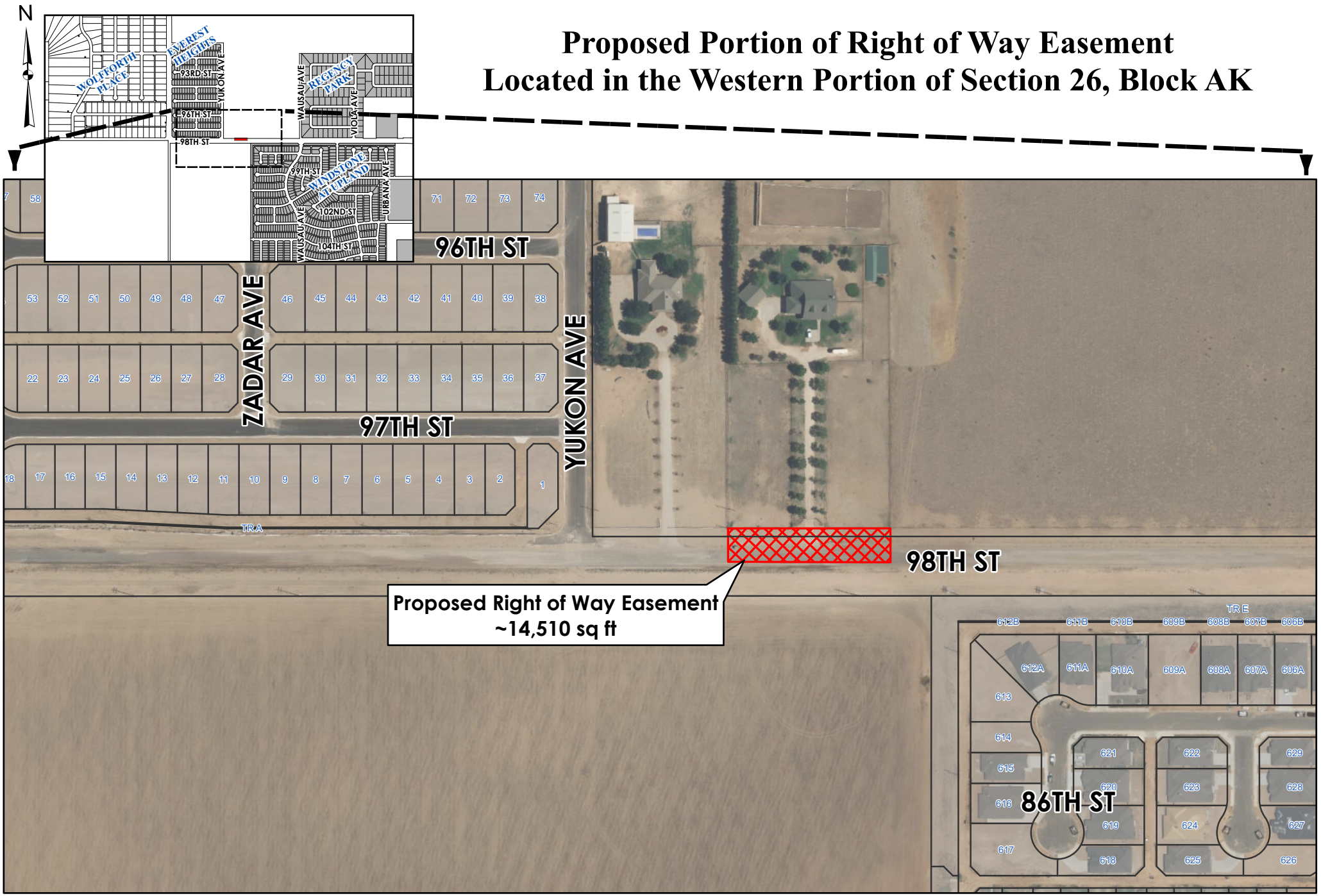
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002485

Copyright 2023, Hugo Reed and Associates, Inc.

Proposed Portion of Right of Way Easement
Located in the Western Portion of Section 26, Block AK



Feet
0 100 200 300 400 500

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City of Lubbock TEXAS

Digital Orthophotography - May 2022

City of Lubbock
Capital Project
Project Cost Detail
October 10, 2023

Capital Project Number:	92811
Capital Project Name:	98th Street: Alcove to Upland - 22B

Encumbered/Expended	**Budget**
Contract 17031 with KHA for Design Services	989,200
Staff Time	12,837
ROW Dedication, Parcel 48	104,917
ROW Dedication, Parcel 83	238,903
Agenda Item October 10, 2023	
ROW Dedication, Parcel 34	122,395
ROW Dedication, Parcel 35	130,364
Encumbered/Expended To Date	1,598,615
Estimated Cost for Remaining Appropriation	
98th Street: Alcove to Upland - 22B Construction	10,401,385
Remaining Appropriation	-
Total Appropriation	$12,000,000

CIP 92811 98th Street Alcove Avenue to Upland Avenue - 22B

"New Roadway Infrastructure"

Project Manager: Josh Kristinek - Engineering

Project Scope

98th Street from Alcove Avenue to Upland Avenue is currently unpaved and is designated in the 2018 Thoroughfare Master Plan to become a seven-lane principal arterial roadway. Continued growth in southwest Lubbock has increased traffic demands along the west 98th street corridor from Alcove Avenue to Upland Avenue, a roadway that is currently unpaved with portions in a flood zone. Safety concerns necessitate the construction of an all-weather paved roadway, raised above the flood plain; the new roadway will be constructed to a three lane multimodal roadway with drainage structures in the seven lane ultimate configuration. The design will include the ultimate design of seven-lane arterial, intersection improvements, drainage solutions, utility adjustment and right of way acquisition services with the City of Lubbock constructing three lanes.

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project Dates

Design Start Date: 12/2022
Design Completion: 12/2023
Bid for Constuction:12/2023
Award Construction: 02/2024
Project Completion: 08/2025

Project History

Project Location

Project Appropriations

P Works 92811

	2022 - 23 Budget CIP	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	$12,000,000	$0	$0	$0	$0	$0	$0
TOTAL	**$12,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

P Works 92811

	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
General Obligation Bonds	$12,000,000	$0	$0	$0	$0	$0	$0
TOTAL	**$12,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

92811

Description	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Public Works Contract 17579, with Deerwood Construction, Inc., for installation of a water line along Milwaukee Avenue from 4th Street to Erskine Street.

Item Summary

This project's purpose is to install a new water main along Milwaukee Avenue to improve the City's water system reliability in Northwest Lubbock and provide water for future development ahead of the reconstruction of Milwaukee Ave. to a five (5) lane roadway.

In response to ITB 23-17579-TF, bids were received and opened on September 28, 2023. They were as follows:

Contractor	Amount
Deerwood Construction, Inc., Lubbock, Texas	$815,433.96
Rink's Lease Service, Inc., Levelland, Texas	$817,085.00
Utility Contractors of America Inc., Lubbock, Texas	$821,880.00
LA Fuller and Sons Construction LTD, Amarillo, Texas	$924,087.45
MH Civil Constructors, Inc., Amarillo, Texas	$955,150.00
Digg Commercial LLC, Austin, Texas	$979,729.00

Staff and the Evaluation Committee recommend award of the unit price contract to the lowest bidder, Deerwood Construction, Inc. of Lubbock, Texas, for $815,433.96.

Time for substantial completion is 150 calendar days from the Notice to Proceed. This contract is awarded as a unit price contract, and actual expenditures may be more or less depending on field conditions.

Fiscal Impact

This contract in the amount of $815,433.96, is funded in Capital Improvements Project 92750, Water Lines Ahead of Street Paving.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution 17579 - Deerwood Construction Inc
Contract 17579 - Deerwood Construction Inc
Location Exhibit
Budget Detail 92750
CIP Detail
Project Summary Sheet - ITB 23-17665-DH, Dearwood

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. 17579 for Water Lines Ahead of Paving – Milwaukee Ave 4th To Erskine as per ITB 23-17579-TF, by and between the City of Lubbock and Deerwood Construction, Inc. of Lubbock, TX, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher for
_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure
_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Public Works Contract 17579 Water Lines Ahead of Paving
09.29.23

BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT

DATE: September 26, 2023

PROJECT NUMBER: **ITB 23-17579-TF, Water Lines Ahead of Paving – Milwaukee Ave 4th To Erskine**

Bid of Deerwood Construction, Inc. (hereinafter called Bidder)

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

Ladies and Gentlemen:

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

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

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **150 consecutive calendar days** with **final completion** of the project within **180 consecutive calendar days** as stipulated in the specification and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages in the sum of **$100** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$100**for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

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

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

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

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

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

City of Lubbock, TX
Public Works
ITB 23-17579-TF
Water Lines Ahead of Paving – Milwaukee Ave 4th To Erskine

Deerwood Construction, Inc. of Lubbock, TX

#		QTY +/-	U/M	Unit Price	Extended Cost
General					
#1-1	Mobilization - Contractor mobilization including move-in and move-out cost from each site location.	1	LS	38,830.24	38,830.24
#1-2	Provide and maintain a Traffic Control Plan - Preparation, approval from COL Traffic Engineering to all sites, and all other work considered incidental to this item.	1	LS	14,440.07	14,440.07
#1-3	Provide and maintain a SWPPP - Including preparation, NOI, NOT, and all other work considered incidental to this item.	1	LS	8,721.00	8,721.00
#1-4	Trench Safety - Complete and in place.	4645	LF	1.20	5,574.00
Water Improvements					
#2-1	Furnish and install C900 12" PVC approved water pipe in open cut trench, backfilled to 95% compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work.	4470	LF	124.90	558,303.00
#2-2	Furnish and install C900 10" PVC approved water pipe in open cut trench, backfilled to 95% modified compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work.	55	LF	75.00	4,125.00
#2-3	Furnish and install C900 8" PVC approved water pipe in open cut trench, backfilled to 95% modified compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work.	120	LF	65.00	7,800.00
#2-4	Furnish and install C900 6" PVC approved water pipe in open cut trench, backfilled to 95% modified compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work.	50	LF	57.00	2,850.00
#2-5	Furnish and install 20" steel encasement with 10" C-900 DR-18 pvc pipe by open cut, provide all casing spacers and backfilled to 95% modified compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work, as herein specified.	40	LF	227.29	9,091.60
#2-6	Furnish and install 20" steel encasement with 10" C-900 DR-18 pvc pipe by method other than open cut, provide all casing spacers and backfilled to 95% modified compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work, as herein specified.	30	LF	433.19	12,995.70
#2-7	Furnish and install 16" steel encasement with 8" C-900 DR-18 pvc pipe by open cut, provide all casing spacers and backfilled to 95% modified compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work, as herein specified.	115	LF	147.89	17,007.35
#2-8	Furnish and install 16" steel encasement with 8" C-900 DR-18 pvc pipe by method other than open cut, provide all casing spacers and backfilled to 95% modified compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work, as herein specified.	100	LF	272.16	27,216.00
#2-9	Furnish and install 12" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.	5	EA	3,700.00	18,500.00
#2-10	Furnish and install 10" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.	1	EA	3,200.00	3,200.00
#2-11	Furnish and install 8" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.	4	EA	2,300.00	9,200.00
#2-12	Furnish and install 12"x8" Tapping Sleeve and valve as herein specified, including all equipment, tools, and labor to perform work.	1	EA	3,300.00	3,300.00
#2-13	Cut in Tee to existing 8" Water Line, complete and in place per Specifications.	1	LS	2,000.00	2,000.00
#2-14	Furnish and install 2" Air Release Valve and Vault, as herein specified, including all equipment, tools, and labor to perform work.	1	EA	5,800.00	5,800.00
#2-15	Furnish and install Fire Hydrant, as herein specified, including all equipment, tools, and labor to perform work.	8	EA	4,810.00	38,480.00
#2-16	Tie in to to existing water Line, complete and in place per Specifications.	2	LS	2,000.00	4,000.00
Paving Repair					
#3-1	Flowable backfill as approved, complete and in place per Specifications.	150	CY	120.00	18,000.00
#3-2	Remove and Repair concrete paving, including all material, equipment and labor to perform sub grade compaction and testing. Concrete installation per COL Specifications and all other work considered incidental to this item.	20	SY	300.00	6,000.00

Total (Items 1-1 through 3-2): $ 815,433.96

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

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

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

Date: 9-26-23

Jan Patterson
Authorized Signature

Jan Patterson
(Printed or Typed Name)

Deerwood Construction, Inc.
Company

PO Box 3009
Address

Lubbock , Lubbock
City , County

Texas , 79452
State Zip Code

Telephone: 806 - 741-1446

Fax: 806 - 741-1448

(Seal if Bidder is a Corporation)

ATTEST:

Jan Patterson
Secretary

Bidder acknowledges receipt of the following addenda:

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

FEDERAL TAX ID or SOCIAL SECURITY No.

75-2726770

EMAIL: janpatterson@deerwoodinc.com

M/WBE Firm:

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

Existing Water Main
Proposed Water Main
Under Construction Water Main

Water Line Ahead of Paving - Milwaukee Ave. from 4th St. to Erskine St.

City of Lubbock TEXAS

0 500 1,000 2,000 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
Capital Project
Project Cost Detail
October 10, 2023

Capital Project Number:	92750
Capital Project Name:	Water Lines Ahead of Street Paving

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	$97,683
Advertising	270
Water System Improvements	382,054
Contract 16842 - Water Ahead of Unpaved Roads	564,820
Agenda Item October 10, 2023	
Contract 17579 - Milwaukee Ave 4th to Erskine	815,434
Encumbered/Expended To Date	1,860,261
Estimated Cost for Remaining Appropriation	
Water Lines	2,614,739
Remaining Appropriation	2,614,739
Total Appropriation	$4,475,000

CIP 92750 Water Lines Ahead of Street Paving FY 2021

Replacement Infrastructure

Project Manager: Josh Kristinek - Engineering

Project Scope

Relocate and install water lines ahead of municipal, county, and state paving projects and future development including but not limited to the Gateway Paving Projects.

Project Justification

The project is an annual water line installation program coordinated with street paving projects.

Project Highlights

Council Priorities Addressed:
Community Improvements
Growth and Development

Project Dates

Project History

$250,000 was appropriated in the FY 2021-22 Budget, Ord. No. 2021-O0126, October 1, 2021.

$1,725,000 was appropriated in the FY 2022-23 Budget, Ord. No. 2022-O0136, October 1, 2022.

Project Location

Project Appropriations

W 92750

	2022 - 23 Budget CIP	2023 - 24 Budget	2023 - 24 Budget CIP	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget
Design	$50,000	$0	$50,000	$0	$0	$0	$0
Construction	$1,925,000	$2,500,000	$1,925,000	$1,200,000	$400,000	$425,000	$450,000
TOTAL	**$1,975,000**	**$2,500,000**	**$1,975,000**	**$1,200,000**	**$400,000**	**$425,000**	**$450,000**

	2028 - 29 Budget
Design	$0
Construction	$475,000
TOTAL	**$475,000**

Project Funding

W 92750

	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Water/Wastewater Fund Cash	$1,975,000	$2,500,000	$1,200,000	$400,000	$425,000	$450,000	$475,000
TOTAL	**$1,975,000**	**$2,500,000**	**$1,200,000**	**$400,000**	**$425,000**	**$450,000**	**$475,000**

Operating Budget Impacts

92750

Description	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Powered by OpenGov

Purchasing and Contract Management

Project Summary

ITB 23-17579-TF
Water Lines Ahead of Paving – Milwaukee Ave 4th To Erskine

Notice was published in the Lubbock Avalanche Journal on September 10 & September 17, 2023.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from September 10 to September 28, 2023.
9 individuals attended the pre-bid meeting.
40 vendors downloaded the documents using Bonfire.com.
14 vendors were notified separately.
6 vendors submitted bids.

AI# 12014
Regular City Council Meeting **5. 12.**
10/10/2023:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Public Works Contract 17581, with MH Civil Constructors., Inc., for Water Line Change Out, Cowan Addition, Blocks 5 and 9.

Item Summary

This project's purpose is to replace aging water infrastructure in various areas of Lubbock, in order to prevent leaks, system failures, emergency maintenance, and customer inconvenience.

In response to ITB 23-17581-DH, bids from 2 contractors were received and opened on September 26, 2023. They were as follows:

Contractor	Amount
MH Civil Constructors, Inc., Amarillo, Texas	$545,000
Rink's Lease Service, Levelland, Texas	$623,520

The contract term will be 150 calendar days from the date of the Notice to Proceed, with $300 per day of liquidated damages for each day that exceeds the 150 calendar day limit.

Fiscal Impact

Contract 17581 with MH Civil Constructors, Inc., in the amount of $545,000, is funded in Capital Improvements Project 92749, Water Line Change Out FY21.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., CFM, Division Director of Engineering/City Engineer

Attachments

Resolution
Construction Contract
Location Exhibit
CIP Spreadsheet
Budget Detail
Project Summary Sheet

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. 17581 for Water Line Change Out Cowan Addition Blocks 5 and 6 as per ITB 23-17581-DH, by and between the City of Lubbock and MH Civil Constructors, Inc. of Amarillo, 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Public Works Contract 17581 Water Line Change
9.27.23

BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT

DATE: 09/26/2023

PROJECT NUMBER: **ITB 23-17581-DH, Water Line Change Out Cowan Addition Blocks 5 and 6**

Bid of MH Civil Constructors, Inc. (hereinafter called Bidder)

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

Ladies and Gentlemen:

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

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

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **(150) One Hundred-Fifty consecutive calendar days** with **final completion** of the project within **(180) One Hundred-Eighty consecutive calendar days** as stipulated in the specification and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages in the sum of **$300** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$500** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

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

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

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

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

Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the bid submitted as a guarantee that bidder will enter into a contract, obtain all

required insurance policies, and execute all necessary bonds (if required) within **10** business days after notice of award of the contract to him.

City of Lubbock, TX
Public Works
ITB 23-17581-DH
Water Line Change Out Cowan Addition Blocks 5 and 6

MH Civil Constructors, Inc of Amarillo, TX

#	Items	QTY +/-	U/M	Unit Price	Extended Cost
Base Bid					
#1-1	Mobilization - Contractor mobilization including move-in and move-out cost from each site location.	1	LS	$24,102.00	$24,102.00
#1-2	Provide and maintain a Traffic Control Plan - Preparation, approval from COL Traffic Engineering to all sites, and all other work considered incidental to this item.	1	LS	$15,000.00	$15,000.00
#1-3	Trench Safety	1134	LF	$2.00	$2,268.00
Water Improvements					
#2-1	Furnish and install 8" C-900 DR-18 approved water pipe by open cut, backfilled to 95% compaction, and tested as herein specified, including all equipment, tools, fittings, and labor to perform work.	903	LF	$260.00	$234,780.00
#2-2	Furnish and install 8" C-900 DR-18 approved water pipe by bore with 16" steel casing, backfilled to 95% compaction, and tested as herein specified, including all equipment, tools, fittings, and labor to perform work.	53	LF	$1,500.00	$79,500.00
#2-3	Furnish and install 6" C-900 DR-18 approved water pipe by open cut, backfilled to 95% compaction, and tested as herein specified, including all equipment, tools, fittings, and labor to perform work.	180	LF	$250.00	$45,000.00
#2-4	Furnish and install 6" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.	1	EA	$5,000.00	$5,000.00
#2-5	Furnish and install 8" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.	2	EA	$5,200.00	$10,400.00
#2-6	Cut, plug, and abandon existing 3" water line, as herein specified, including all equipment, tools, and labor to perform work.	1	EA	$1,000.00	$1,000.00
#2-7	Furnish and install 8"x6" Tapping Sleeve and valve as herein specified, including all equipment, tools, and labor to perform work.	1	EA	$5,000.00	$5,000.00
#2-8	Furnish and install 12"x8" Tapping Sleeve and valve as herein specified, including all equipment, tools, and labor to perform work.	1	EA	$18,000.00	$18,000.00
#2-9	Furnish and reconnect 3/4" - 1" service lines as herein specified, including all equipment, tools, and labor to perform work.	16	EA	$2,500.00	$40,000.00
#2-10	Furnish and reconnect 2" service lines as herein specified, including all equipment, tools, and labor to perform work.	1	EA	$4,000.00	$4,000.00
#2-11	Flowable backfill as approved, complete and in place per Specifications.	30	CY	$200.00	$6,000.00
#2-12	Furnish and Install Fire Hydrant as herein specified, including all equipment, tools, and labor to perform work.	1	EA	$10,000.00	$10,000.00

City of Lubbock, TX
Public Works
ITB 23-17581-DH
Water Line Change Out Cowan Addition Blocks 5 and 6

Paving Repair

#3-1	Saw cut and remove existing asphalt paving, including all material, equipment and labor to perform removal, disposal and all other work considered incidental to this item.	90	SY	$55.00	$4,950.00
#3-2	Repair asphalt paving, including all material, equipment and labor to perform sub grade compaction and testing. HMAC installation per COL Specifications and all other work considered incidental to this item.	90	SY	$100.00	$9,000.00
#3-3	Saw cut and remove existing concrete paving, including all material, equipment and labor to perform removal, disposal and all other work considered incidental to this item.	200	SY	$55.00	$11,000.00
#3-4	Repair concrete paving, including all material, equipment and labor to perform sub grade compaction and testing. Concrete installation per COL Specifications and all other work considered incidental to this item.	200	SY	$100.00	$20,000.00

Total (Items 1-1 through 1-3):	$41,370.00
Total (Items 2-1 through 2-12):	$458,680.00
Total (Items 3-1 through 3-4):	$44,950.00
Total (Items 1-1 through 3-4):	$545,000.00

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

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

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

Date: 9/26/2023

Authorized Signature

Jose Tellez
(Printed or Typed Name)

MH Civil Constructors, Inc.
Company

621 SW 6th Ave
Address

Amarillo, Potter
City, County

Texas, 79101
State Zip Code

Telephone: 806 - 367 - 6043

Fax: _____ - _____

(Seal if Bidder is a Corporation)

ATTEST:

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 9/18/2023
Addenda No. 2 Date 9/22/2023
Addenda No. _____ Date _____
Addenda No. _____ Date _____

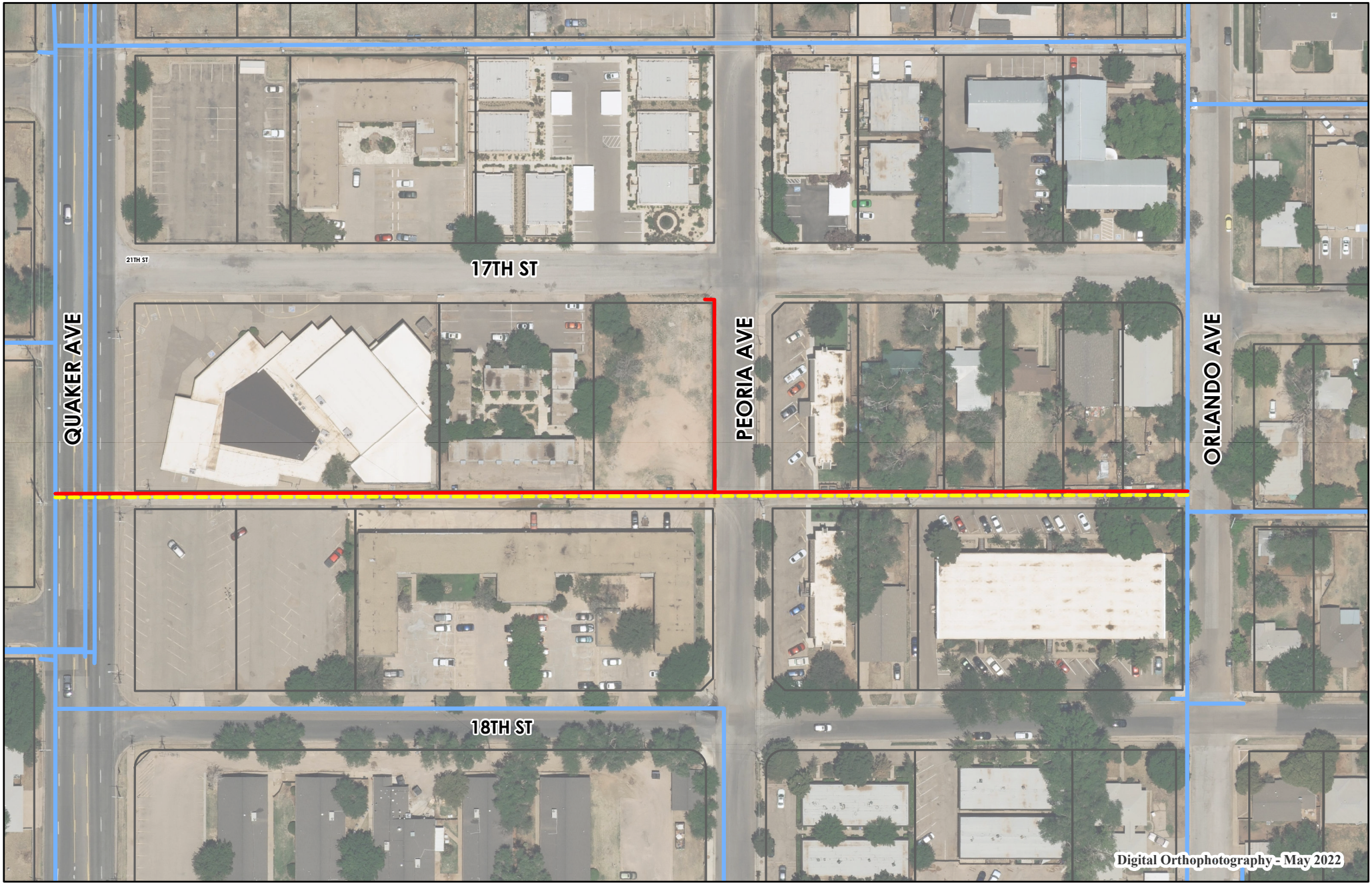
FEDERAL TAX ID or SOCIAL SECURITY No.

27-2016347

EMAIL: bid@mh-civil.com

M/WBE Firm:

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



Water Mains
Proposed
Proposed Abandoned

N

0 75 150 300 Feet

Water Line Change Out
Cowan Addition Block 5 and 6

City of Lubbock TEXAS

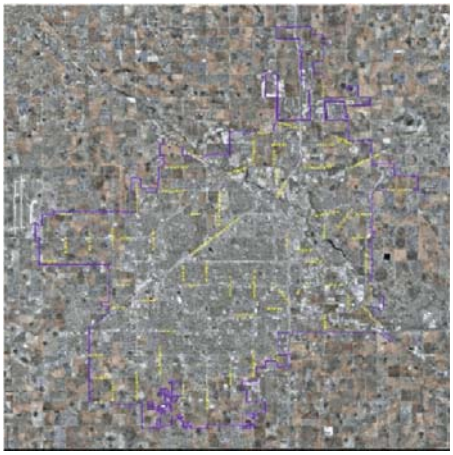
As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative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

City of Lubbock, TX
Capital Project
Project Cost Detail
October 24, 2023

Capital Project Number:	92749
Capital Project Name:	Water Line Change Out Cowan Addition Blocks 5 and 6

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	$61,497
Water System Improvments	190,466.25
Professional Services	21,053.00
Advertisement	557.68
Contract 17332 - Rink's Lease Service	734,603.00
Change Order 01 to Contract 17332	32,531.00
Agenda Items, October 24, 2023	
Water Line Change Out Cowan Addition Blocks 5 and 6	
Encumbered/Expended To Date	1,040,708
Estimated Costs for Remaining Appropriation	
Water System Improvements	804,059
Remaining Appropriation	804,059
Total Appropriation	$1,844,767

Project Name **Water Line Replacement FY 2021** *Project Number* **92749**



Managing Department **Dist & Maint-water**

Project Manager **Josh Kristinek**

Project Classification **Replacement Infrastructure**

Project Status **Approved**

Project Scope
Replace substandard water lines.

This is an on-going project that replaces water lines across the City of Lubbock as they are needed throughout the year.

Project Justification
Replacing aging infrastructure reduces emergency maintenance expenditures, system failures, and customer inconvenience. The lines are typically in the older areas of Lubbock and have a higher incidence of leaks and lower water pressure.

Project History
$550,000 was appropriated in the FY 2021-22 Budget, Ord. No. 2021-O0126, October 1, 2021.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Project Amount
Construction	500,000	500,000	550,000	600,000	650,000	700,000	750,000	4,250,000
Design and Engineering	50,000	50,000	50,000	50,000	50,000	50,000	50,000	350,000
Total Project Appropriation	550,000	550,000	600,000	650,000	700,000	750,000	800,000	4,600,000

			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 2022 Water/Wastewater Cash	550,000	0	0	0	0	0	0	550,000
FY 2023 Water/Wastewater Cash	0	550,000	0	0	0	0	0	550,000
FY 2024 Water/Wastewater Cash	0	0	600,000	0	0	0	0	600,000
FY 2025 Water/Wastewater Cash	0	0	0	650,000	0	0	0	650,000
FY 2026 Water/Wastewater Cash	0	0	0	0	700,000	0	0	700,000
FY 2027 Water/Wastewater Cash	0	0	0	0	0	750,000	0	750,000
FY 2028 Water/Wastewater Cash	0	0	0	0	0	0	800,000	800,000
Total Funding Sources	550,000	550,000	600,000	650,000	700,000	750,000	800,000	4,600,000

Project Name **Water Line Replacement FY 2021** *Project Number* **92749**

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
Maintenance Savings Estimated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

Purchasing and Contract Management

Project Summary

ITB 23-17581-DH
Water Line Change Out Cowan Addition Blocks 5 and 6

Notice was published in the Lubbock Avalanche Journal on September 10 & September 17, 2023.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from September 09 to September 26, 2023.
7 individuals attended the pre-bid meeting.
31 vendors downloaded the documents using Bonfire.com.
10 vendors were notified separately.
2 vendors submitted bids.

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing all remaining easements and right-of-way located in Block 130, Original Town of Lubbock, Lubbock County, Texas.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close all remaining alleys and utility easements located within Block 130, Original Town of Lubbock Subdivision.

Portions of the alley were closed previously, leaving remnant pieces and reservations from previous closures. A closure fee will not be assessed because a re-plat will be performed, and this closure will accommodate plans for the Downtown Civic Park.

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

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Ordinance - Block 130, Original Town
Exhibit A - All Easements & ROW Closure
Map - Block 130, Original Town of Lubbock

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING ALL REMAINING EASEMENTS AND RIGHT-OF-WAY LOCATED IN BLOCK 130, ORIGINAL TOWN OF LUBBOCK, 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 easements and right-of-way hereinafter described in the body of this Ordinance are no longer needed for easement and right-of-way purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for easement and 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 easements and right-of-way as hereinafter described shall BE and the same are hereby closed, vacated and abandoned for easement and right-of-way purposes and for public use, such easements and 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 _____, 2023.

Passed by the City Council on second reading this ____day of _____, 2023.

_____
TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

Ord.All Easements and Right-of-Way, Block 130, Original Town- Correction
9.27.23

EXHIBIT "A"

(15) 11-9-54

Copy
11-29-54
To City
Atty;
Bldg. Insp.
Tax Office
(L. Ross)
City Engr.

11-09-1954
ORDINANCE NO. 1624
11-24-1954

AN ORDINANCE CLOSING, VACATING AND ABANDONING THE WEST HALF OF THE EAST-WEST ALLEY IN BLOCK 130 OF THE ORIGINAL TOWN OF LUBBOCK, LUBBOCK COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE BODY OF THIS ORDINANCE.

WHEREAS, the City Commission finds that the West half of the East-West alley in Block 130 of the Original Town of Lubbock, Lubbock County, Texas is no longer needed for alley or any public purpose; and,

WHEREAS, the City Commission of the City of Lubbock finds it will be to the public interest to CLOSE, VACATE and ABANDON same for alley purposes and to public travel; NOW, THEREFORE,

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

SECTION 1. That the portion of the East-West alley in Block 130, Original Town of Lubbock, Lubbock County, Texas, hereinafter described by metes and bounds, BE and the same is hereby in all things ABANDONED and CLOSED for alley purposes and public travel, such alley being further described as follows, to-wit:

BEGINNING at the Northwest corner of Lot 6, Block 130, Original Town of Lubbock;

THENCE North 15 feet to a point;

THENCE East 125.0 feet to a point;

THENCE South 15 feet to the Northeast corner of said Lot 6, Block 130, Original Town of Lubbock;

THENCE West a distance of 125.0 feet to the POINT OF BEGINNING.

AND IT IS SO ORDERED.

On motion of Commissioner Baker, seconded by Commissioner Thomas, this Ordinance was passed on first reading this 9th day of November, 1954, by the following vote:

Commissioners voting "YEA": Baker, Forrest, Thomas and Mayor Tripp

Commissioners voting "NAY": None

On motion of Commissioner Forrest, seconded by Commissioner Carpenter, this Ordinance was passed on second reading this 24th day of November, 1954, by the following vote:

Commissioners voting "YEA": Carpenter, Forrest, Thomas and Mayor Tripp

Commissioners voting "NAY": None

MURREL R. TRIPP, Mayor

ATTEST:

Lavenia Lowe, City Secretary-Treasurer

FOS/kw

11-8-54

TO HAVE AND TO HOLD unto the said James Bossey, his heirs and assigns forever.

Witness my hand at Lubbock, Texas, this 17th day of February, A. D. 1925.

F. J. Day.

THE STATE OF TEXAS

COUNTY OF LUBBOCK

Before me, J. L. Adams, Notary Public in and for Lubbock County, Texas, on this day personally appeared F. J. Day 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.

Given under my hand and seal of office this 17th day of February, A. D. 1925.

(Seal) J. L. Adams, Notary Public, Lubbock County, Texas.

Filed for record on the 28 day of March, A. D. 1925 at 9 O' clock A. M., and Recorded on the 15 day of April, A. D. 1925 at 2 O' clock P. M.
Herbert Stubbs, County Clerk, Lubbock County, Texas.

ORDINANCE NO. 290.

ORDINANCE CLOSING NORTH 115 FT. OF THE ALLEY RUNNING NORTH AND SOUTH THROUGH BLOCK 130 IN THE ORIGINAL TOWN OF LUBBOCK, TEXAS AND DECLARING SAID ALLEY AND DANGER TO THE PUBLIC SAFETY.

Be It Ordained by the City Commission of the City of Lubbock, Texas:

Section 1. That the North 115 feet of the alley running North and South through Block 130 in the Original town of Lubbock, Lubbock County, Texas, be, and the same is, hereby declared a menace and danger to the public safety, and is hereby forever closed; said alley ordered closed being described by metes and bounds as follows:

Beginning at the North east corner of Lot 5 in said Block 130 in the town of Lubbock, Texas; thence South to the southeast corner of said Lot 5; thence east 50 ft. to the southwest corner of Lot 50 in said Block 130; thence North to the Northwest corner of said Lot 50; thence west 50 feet to the beginning; and being all that part of the alley running North and South through said Block 130 which lies between Lots 5 and 50 in said Block:

Section 2. There is reserved to the City, and excepted from this Ordinance, the title, use and possession of that part of the alley that shall be under the basement floor of any building or buildings erected or to be erected upon, over or across said alley or any part thereof; it being herein stipulated that the owner of any such building or buildings shall at its own expense construct and maintain beneath said basement floor an excavation in accordance with the City's specifications, so as to permit the free removal, installation and operation of the City's underground utility lines, laid or to be laid in said alley.

Section 3. This ordinance shall take effect and be in force from and after its passage.

Passed first reading this the 3rd day of March 1925.

Passed second reading this the 26th day of March, 1925.

Approved this the 2d day of March, 1925.

F. R. Friend, Mayor City of Lubbock, Texas.

ATTEST:

J. R. Germany,

City Secretary, City of Lubbock, Texas.

STATE OF TEXAS)
)
CITY OF LUBBOCK) I, J. R. Germany, City Secretary of the City of Lubbock, do hereby certify that the above and foregoing is true and correct copy of Ordinance no. 290 as recorded in Minutes of City Commission of City of Lubbock in Vol. 3 Page 304.

witness my hand this the 26th day of March, 1925.

(Seal)

J. R. Jermany
City Secretary, City of Lubbock, Tex.

Filed for record on the 28 day of March, A. D. 1925 at 4 O'clock P. M., and
Recorded on the 15 day of April, A. D. 1925 at 2 O'clock P. M.
Herbert Stubbs, County Clerk, Lubbock County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF LUBBOCK) #100320

I, W. E. Johnson, Justice of the Peace, Precinct No. 1, Lubbock County, Texas, do hereby certify that I am the custodian of the records of this office and have examined Judgment Docket Vol. No. 3, at page 166, and I find Judgment was rendered in Cause No. 394, Styled E. T. Jennings, plaintiff, Vs. B. F. Daugherty, defendant, on June 3rd, 1911, before L. M. Knight, Justice of the Peace Precinct No. 1, Lubbock County, Texas, for the sum of Ninety Three Dollars and Forty Three ($93.43)Cents, principal, cost and interest.

My records show no motion to revive said judgment has been filed in my office since said judgment was rendered.

Given under my hand this the 26th day of March, A. D. 1925.

W. E. Johnson, Justice of the Peace, Precinct No. 1, Lubbock County, Texas.

Filed for record on the 28 day of March, A. D. 1925 at 11 O'clock A. M., and
Recorded on the 16 day of April, A. D. 1925 at 2 O'clock P. M.
Herbert Stubbs, County Clerk, Lubbock County, Texas.

THE STATE OF TEXAS) #100733
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LUBBOCK)

That I, Miss Lillian Peek, of Travis County, Texas, the owner of a part of survey 7, block B, in Lubbock County, Texas, known as the "Sunshine Addition" to the city of Lubbock, in Lubbock County, Texas, do hereby dedicate to the public a strip of land twenty-five feet wide across the North end of said addition to be used as a public road.

Witness my hand this 4th day of March, A. D. 1925.

Lillian Peek

THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, M. L. Wigginton, a Notary Public in and for Travis County, Texas, on this day personally appeared Miss Lillian Peek known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21 day of March, A. D. 1925.

(Seal) M. L. Wigginton, Notary Public, Travis County, Texas.

Filed for record on the 26 day of March, A. D. 1925 at 1:30 O'clock P. M., and
Recorded on the 16 day of April, A. D. 1925 at 2 O'clock P. M.
Herbert Stubbs, County Clerk, Lubbock County, Texas.

#100734

KNOW ALL MEN BY THESE PRESENTS: That Illinois Merchants Trust Company, (a Banking Corporation organized and existing under the laws of the State of Illinois, with office in the City of Chicago, County of Cook, and said State), being a consolidation of Illinois Trust and Savings Bank with the Merchants' Loan and Trust Company in consideration of the sum of Five Dollars ($5.00), lawful money of the United States of America (the receipt whereof is

EXTRACT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF MAR MID INCORPORATED, A CORPORATION

"BE IT RESOLVED by the Board of Directors of Mar-Mid, Incorporated, a corporation, that the action ofRetha R. Martin, President of this corporation, in executing, in the name and on behalf of this company, the following described easements, to-wit:

(1) An easement dated October 20, 1954, in favor of the City of Lubbock for a sewer line.

(2) An easement dated October 20, 1954, in favor of Pioneer Natural Gas Company for a gas pipe line.

(3) An easement dated October 20, 1954, in favor of the City of Lubbock for electrical transmission lines.

Each of said easements covering the westerly half of the East and West alleyway in Block No. One Hundred Thirty (130) of the Original Town of Lubbock, in Lubbock County, Texas, be and it is hereby approved, ratified, confirmed and adopted as the act and deed of this corporation."

We, Retha R. Martin, President, and Ruel C. Martin, Secretary, of Mar-Mid Incorporated, a corporation, do hereby certify that the above and foregoing is a true and correct copy of a resolution duly passed by the Board of Directors of said Mar-Mid Incorporated and a meeting thereof held in accordance with the by-laws of said corporation, quorum being present, to certify which we hereunto sign our names and affix the seal of the said corporation, this 5th day of November, 1954.

Retha R. Martin
President

Ruel C. Martin
Secretary

THE STATE OF TEXAS)
:
COUNTY OF LUBBOCK)

BEFORE ME, the undersigned authority, on this day personally appeared RETHA R. MARTIN, President of the Board ofDirectors of Mar-Mid Incorporated, a corporation, 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 in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of November, 1954.

R. L. Burley
NOTARY PUBLIC, LUBBOCK COUNTY, TEXAS.

APPROVED
JOHN L. SCOTT
ASST CITY ENGR.

VOL. 553 PAGE 610

19872 11-5-54

C. C. RESOLUTION

MAR-MID, Inc.,

to

CITY OF LUBBOCK AND
PIONEER NATURAL GAS CO.

FILED FOR RECORD

1954 NOV 24 AM 9:57

County Clerk, Lubbock County, Texas

Return to City
Secretary
City Hall

VOL 553 PAGE 686

THE STATE OF TEXAS }
COUNTY OF LUBBOCK } EASEMENT

WHEREAS, it is contemplated that the City of Lubbock will, by appropriate action of its governing body, close and abandon the Westerly Half of a certain alleyway running east and west through Block No. 130 of the Original Town of Lubbock in Lubbock County, Texas; and

WHEREAS, the City of Lubbock now has located in said portion of said alley a sewer line; and

WHEREAS, the undersigned Lubbock General Hospital, a corporation, is the owner in fee simple of the land now occupied by said alleyway, subject to the rights of the public therein, and the undersigned Mar-Mid Incorporated, a corporation, is the holder of a lease contract covering said land, and the undersigned parties desire to create a perpetual easement and right-of-way in favor of said City of Lubbock, its successors and assigns, as hereinafter set out:

NOW, THEREFORE, in consideration of the premises and a valuable consideration to each of the undersigned in hand paid, receipt of which is hereby acknowledged, the undersigned Lubbock General Hospital, a corporation, being the owner of the above mentioned real estate, and Mar-Mid Incorporated, a corporation, being the tenant in possession thereof, do hereby grant and convey to the said City of Lubbock, its successors and assigns, the free and uninterrupted use, liberty, privilege and easement of perpetually maintaining, operating, repairing, removing, and replacing said sewer line in its present location, including the right, if desired, to replace said line with a larger sewer line at its discretion.

TO HAVE AND TO HOLD the same perpetually to the said City of Lubbock, its successors and assigns, together with the right and privilege at any and all times to enter said premises or

Skg

any part thereof for the purpose of operating, maintaining, repairing and replacing said sewer line.

EXECUTED this 20 day of October, 1959.

ATTEST:

Secretary

LUBBOCK GENERAL HOSPITAL

By J. T. Ranger
President

ATTEST:

Secretary

PAR-MIL INCORPORATED

By
President

THE STATE OF TEXAS }
COUNTY OF LUBBOCK }

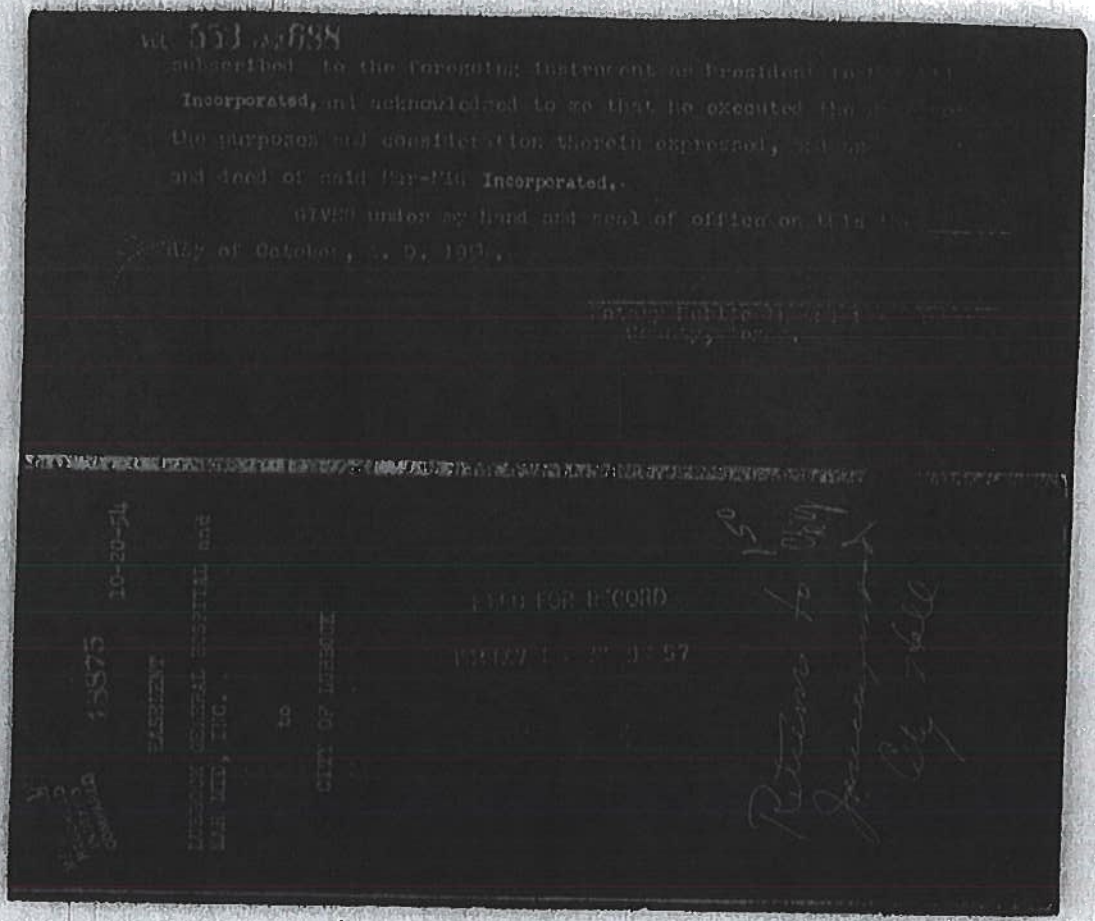
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared J. T. Ranger known to me to be the person and officer whose name is subscribed to the foregoing instrument as President of Lubbock General Hospital, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said Lubbock General Hospital.

GIVEN under my hand and seal of office on this the 20 day of October, A. D. 1959.

Notary Public in and for
Lubbock County, Texas

THE STATE OF TEXAS }
COUNTY OF LUBBOCK }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Retha R. Martin, known to me to be the person and officer whose name is



EXTRACT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF LUBBOCK GENERAL HOSPITAL, A CORPORATION

"BE IT RESOLVED by the Board of Directors of Lubbock General Hospital, a corporation, that the action of J. T. Krueger, President of this corporation, in executing, in the name and on behalf of this company, the following described easements, to-wit:

(1) An easement dated October 20, 1954, in favor of the City of Lubbock for a sewer line.

(2) An easement dated October 20, 1954, in favor of Pioneer Natural Gas Company for a gas pipe line.

(3) An easement dated October 20, 1954, in favor of the City of Lubbock for electrical transmission lines.

Each of said easements covering the Westerly Half of the East and West alleyway in Block No. One Hundred Thirty (130) of the Original Town of Lubbock, in Lubbock County, Texas, be and it is hereby approved, ratified, confirmed and adopted as the act and deed of this corporation."

We, J. T. Krueger, President, and J. H. Felton, Secretary, of Lubbock General Hospital, a corporation, do hereby certify that the above and foregoing is a true and correct copy of a resolution duly passed by the Board of Directors of said Lubbock General Hospital and a meeting thereof held in accordance with the by-laws of said corporation, a quorum being present, to certify which we hereunto sign our names and affix the seal of said corporation, this 5 day of November, A. D. 1954.

J. T. Krueger
President

J. H. Felton
Secretary

APPROVED
BOWIN L. SCOTT
LUBBOCK CITY ENGR

THE STATE OF TEXAS I
COUNTY OF LUBBOCK I

BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State, on this day personally appeared J. T. KRUEGER, President of the Board of Directors of Lubbock General Hospital, a corporation, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 5 day of November, A. D. 1954.

VOL 553 PAGE 680

LILLIAN CHAPMAN

NOTARY PUBLIC IN AND FOR LUBBOCK COUNTY, TEXAS.

18874 11-5-54

C. C. RESOLUTION

LUBBOCK GENERAL HOSPITAL

TO

CITY OF LUBBOCK and PIONEER NATURAL GAS COMPANY

FILED FOR RECORD

1954 NOV 24 AM 9:57

Return to City Hall

15821

ORDINANCE NO. 290

AN ORDINANCE CLOSING NORTH 115 FT. OF THE ALLEY RUNNING NORTH AND SOUTH THROUGH BLOCK 130 ACCORDING TO THE ORIGINAL TOWN OF LUBBOCK, TEXAS AND DECLARING SAME A MENACE AND DANGER TO THE PUBLIC SAFETY.

I, Treva Phillips, City Secretary-Treasurer, City of Lubbock, Texas hereby certify that the above and foregoing is a true and correct copy of Ordinance No. 290 Passed by the City Council March 26, 1925, and of record in Minute Book No. 3, Page No. 354, City Council Minutes, City of Lubbock, Texas THIS 25th DAY OF June, 19 76

SEAL

Treva Phillips, City Secretary-Treasurer
City of Lubbock, Texas

ORIGINAL DIM

VOL 1478 PAGE 345

VOL 1418 PAGE 340

ORDINANCE NO. 290

ORDINANCE CLOSING NORTH 115 FT. OF THE ALLEY RUNNING NORTH AND SOUTH THROUGH BLOCK 130 IN THE ORIGINAL TOWN OF LUBBOCK TEXAS AND DECLARING SAME A MENACE AND DANGER TO THE PUBLIC SAFETY.

BE IT ORDAINED by the City Commission of the City of Lubbock, Texas:

Section 1. That the North 115 feet of the alley running North and South through Block 130 in the original town of Lubbock, Lubbock County, Texas, be, and the same is, hereby declared a menace and danger to the public safety, and is hereby forever closed; said alley ordered closed being described by metes and bounds as follows:

Beginning at the north east corner of Lot 5 in said Block 130 in the town of Lubbock, Texas; thence south to the southeast corner of said Lot 5, thence east 20 ft. to the southwest corner of Lot 20 in said Block 130 thence North to the Northwest corner of said Lot 20 thence West 20 feet to the beginning and being all that part of the alley running North and South through said Block 130 which lies between Lots 5 and 20 in said Block

SECTION 2. There is reserved to the City, and excepted from this Ordinance, the title, use and possession of that part of the alley that shall be under the basement floor of any building or buildings erected or to be erected upon, over or across said alley or any part thereof it being herein stipulated that the owner of any such building or buildings shall at its own expense construct and maintain beneath, said basement floor an excavation in accordance with the city's specifications, so as to permit the free removal, installation and operation of the City's underground utility lines, laid or to be laid in said alley.

SECTION 3. This ordinance shall take effect and be in force from and after its passage.

Passed first reading this the 3rd day of March 1925.

Passed final reading this the 26th day of March 1925.

Approved this the 26th day of March 1925.

P. R. Friend.
Mayor, City of Lubbock, Texas.

ATTEST:
J. R. Germany.
City Secretary, City of Lubbock, Texas.

ORIGINAL DIM

FILED FOR RECORD
JUN 30 3 31 PM '76

STATE OF TEXAS
COUNTY OF LUBBOCK

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the RECORDS of Lubbock County, Texas as stamped hereon by me.

JUN 30 1976

COUNTY CLERK
LUBBOCK COUNTY, TEXAS

Skg

VOL 553 PAGE 682

THE STATE OF TEXAS)
)
COUNTY OF LUBBOCK)

EASEMENT

WHEREAS, it is contemplated that the City of Lubbock will, by appropriate action of its governing body, close and abandon the Westerly Half of a certain alleyway running east and west through Block No. 130 of the Original Town of Lubbock in Lubbock County Texas; and

WHEREAS, the City of Lubbock now has located in said portion of said alley, six electrical transmission lines; and

WHEREAS, the undersigned Lubbock General Hospital, a corporation, is the owner in fee simple of the land now occupied by said alleyway, subject to the rights of the public therein, and the undersigned Mar-Mid Incorporated, a corporation, is the holder of a lease contract covering said land, and the undersigned parties desire to create a perpetual easement and right-of-way in favor of said City of Lubbock, its successors and assigns, as hereinafter set out:

NOW, THEREFORE, in consideration of the premises and a valuable consideration to each of the undersigned in hand paid, receipt of which is hereby acknowledged, the undersigned Lubbock General Hospital, a corporation, being the owner of the above mentioned real estate, and Mar-Mid Incorporated, a corporation, being the tenant in possession thereof, do hereby grant and convey to the said City of Lubbock, its successors and assigns, the free and uninterrupted use, liberty, privilege and easement of perpetually maintaining, operating, repairing, removing and replacing said transmission lines in their present location, including the right, if desired, to install additional underground lines at its discretion.

TO HAVE AND TO HOLD the same perpetually to the said City of Lubbock, its successors and assigns, together with the right and

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privilege at any and all times to enter said premises or any part thereof for the purpose of operating, maintaining, repairing and replacing said transmission lines.

EXECUTED THIS 20th day of October, 1954.

LUBBOCK GENERAL HOSPITAL

ATTEST:

Secretary

By J. T. Krueger
President

MAR-MID INCORPORATED

ATTEST:

Secretary

By Retha R. Martin
President

APPROVED
JOHN L. SCOTT
ASST CITY ENGR.

THE STATE OF TEXAS)
)
COUNTY OF LUBBOCK)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. T. Krueger known to me to be the person and officer whose name is subscribed to the foregoing instrument as President of Lubbock General Hospital, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said Lubbock General Hospital.

GIVEN under my hand and seal of office on this, the 20th day of October, A.D. 1954.

Lillian Chapman
Notary Public in and for Lubbock County, Texas

THE STATE OF TEXAS)
)
COUNTY OF LUBBOCK)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Retha R. Martin, known to me to be the person and officer whose name is subscribed to the foregoing instrument as President of Mar-Mid Incorporated,

VOL 553 PAGE 684

and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said Mar-Mid Incorporated.

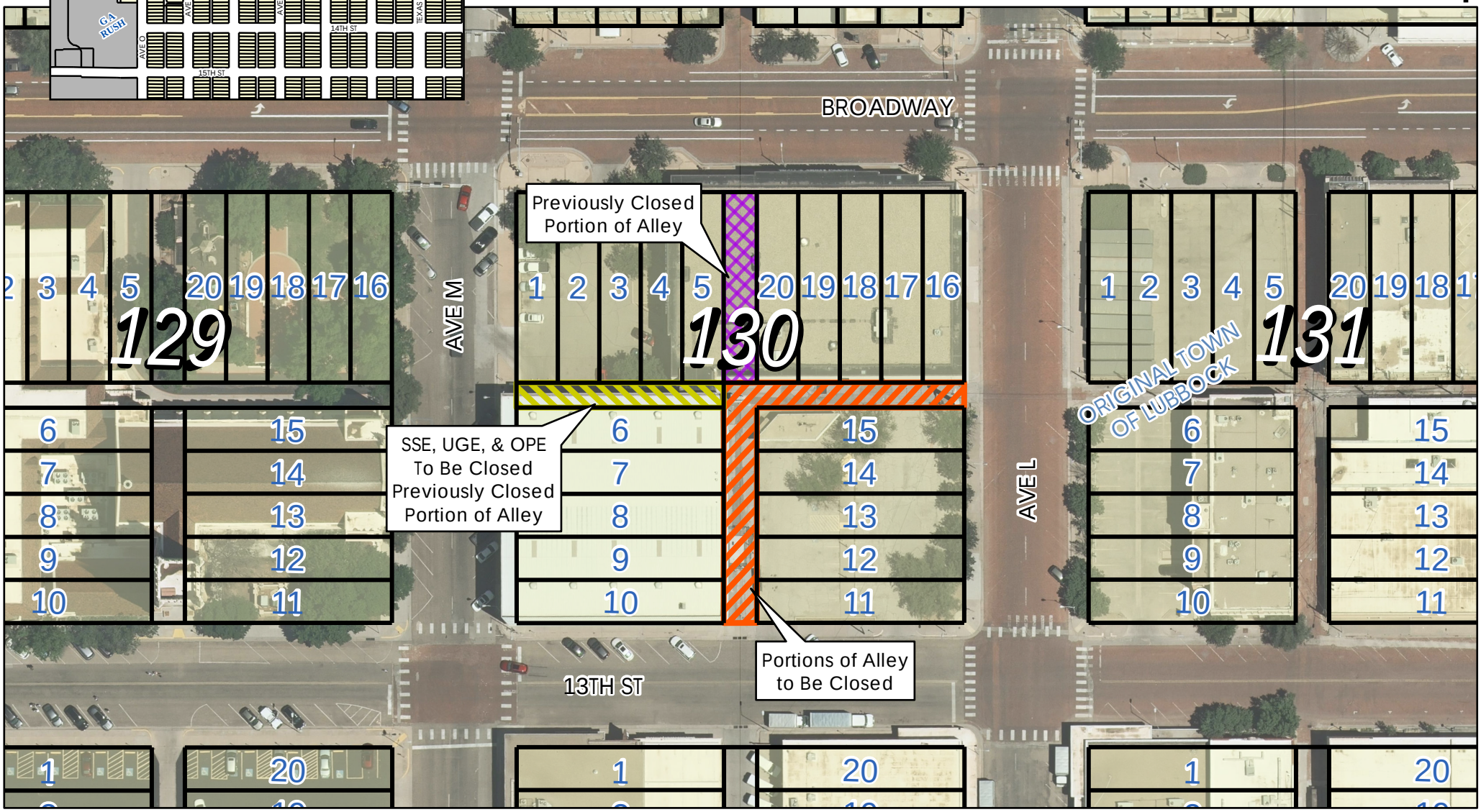
GIVEN under my hand and seal of office on this, the 20th day of October, A. D. 1954.

R. L. Turley

R. L. TURLEY

Notary Public in and for Lubbock County, Texas

Proposed Closure of Remaining Alleys and Utility Easements Located Within Block 130, Original Town of Lubbock Subdivision



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

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Professional Services Agreement 17618, with Freese & Nichols, Inc., for design services for the Southeast Water Reclamation Plant No. 3 Biological Nutrient Removal Improvements.

Item Summary

More than 10 years ago, the City began upgrading the Southeast Water Reclamation Plant (SEWRP) facilities in phases, with a goal to upgrade Plant No. 3 and Plant No. 4, by incorporating biological nutrient removal (BNR) into the treatment process; thereby allowing the effluent to be discharged to the North Fork of the Double Mountain Fork of the Brazos River. Plant 4 has been upgraded with a BNR treatment process; however, Plant No. 3 still requires upgrading. Improving the wastewater quality produced by Plant No. 3 will assist the City in moving away from expensive land application disposal, in preparing to use the effluent for more beneficial uses such as Lake 7, and for a drinking water supply in the future.

On June 13, 2021, City Council awarded Contract 15739 to Freese & Nichols, Inc., for evaluating various alternatives of biological nutrient removal processes and for providing preliminary engineering report specifying the most cost-effective technology to use for Plant No. 3 BNR upgrades.

Under Contract 17618, Freese & Nichols, Inc., will perform the following services associated with the SEWRP Plant No. 3. BNR Improvements Capital Improvements Project:

- Final Engineering Report;
- Preliminary Design;
- Final Design;
- Bid Phase Services, Survey; and,
- Geotechnical Engineering, and Texas Pollutant Discharge Elimination System Construction (TPDES) Major Permit Amendment Services.

Contract negotiations were conducted with Freese and Nichols, Inc., and fair and reasonable hourly rates were determined for a total contract amount not to exceed $1,499,391, with 600 consecutive calendar days to perform the services.

Fiscal Impact

Contract 17618 for $1,499,391, is funded in Capital Improvement Project 92674, SEWRP Improvements Plant 3 Nutrient Removal.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution
Professional Service Agreement
Location Exhibit
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, Professional Services Agreement Contract No. 17618 for design services for the southeast water reclamation plant No. 3 BNR improvements, by and between the City of Lubbock and Freese and Nichols, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.PSA-No. 17618 – SEWRP No. 3 design
9.25.23

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 17618 is entered into this ___ day of _____, 2023, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Freese and Nichols, Inc., (the" Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for Southeast Water Reclamation Plant No. 3 BNR Improvements Engineering Design Services, (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 600 days. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

B. The Engineer shall receive as consideration to be paid for the performance of the Services, a lump sum fee of $1,412,219 for basic services and $87,172 for special services for a total contract amount of $1,499,391 as set forth in Exhibit "B".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

Combined Single Limit: $2,000,000

Automobile Liability:

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

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

Worker's Compensation

Per Occurrence Single Limit: $500,000

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

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

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

Freese & Nichols, Inc.
Chad Simmons, P.E.
801 Cherry Street, Suite 2800
Fort Worth, Texas 76102
Telephone: (817) 735-7305
Email: chad.simmons@freese.com

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

Zoltan Fekete, P.E.
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806-775-3317
Email: zfekete@mylubbock.us

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

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

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

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

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

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

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

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

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

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

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

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

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

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

S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention

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

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

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Firm

FREESE AND NICHOLS, INC.

By: Nicholas Lester

Nicholas Lester, P.E., VP/Principal

Email: ncl@freese.com

EXHIBIT A
SCOPE OF SERVICES FOR:
SOUTHEAST WATER RECLAMATION PLANT NO. 3 BNR IMPROVEMENTS
ENGINEERING DESIGN SERVICES

General:

One of the City of Lubbock's (OWNER) goals from the Strategic Water Supply Plan is to improve the effluent quality of its Southeast Water Reclamation Plant (SEWRP) No. 3 such that it can be discharged directly to the North Fork of the Double Mountain Fork of the Brazos River. The purpose of this project is to incorporate biological nutrient removal (BNR) into the SEWRP No. 3, along with supporting improvements, to allow direct discharge of effluent into the North Fork of the Double Mountain Fork of the Brazos River.

A. This Project includes the following services:

1. Project Management
2. Final Engineering Report
3. Preliminary Design
4. Final Design
5. Bid Phase Services
6. Topographic Survey and LiDAR Scan
7. Geotechnical Engineering
8. TPDES Permitting

B. The Project does not include the following services:

1. Use of collaborative project delivery (CMAR or design-build).
2. General Representation and Resident Project Representation.
3. Preparation of an Environmental Technical Memorandum, preparation of a Pre-Construction Notification, coordination with the Texas Historical Commission, individual Section 404 permit application to the USACE, performing a survey for federally listed threatened or endangered species, providing cultural resource survey, or preparation of a Phase I/II environmental site assessment.

ARTICLE I

Basic Services:

A. Task 1 - Project Management

1. Perform general administrative duties associated with the Project, including progress monitoring and monthly progress reporting, scheduling, general correspondence, documentation, office administration, project team management, implementation of a Quality Assurance (QA) and

Quality Control (QC) program for the project, and invoicing for the scope items identified below. Documentation shall be in accordance with OWNER requirements for the Project. These duties include maintaining regular communication with the OWNER to help meet the needs of the OWNER in a timely manner and executing work per the work plan, budget, and schedule.

2. Prepare a Microsoft Project schedule. The project schedule will not be resource loaded.
3. Prepare and deliver up to fifteen (15) monthly reports to the OWNER regarding project status, anticipated upcoming work, information needs, status of deliverables, and project schedule.
4. Prepare for and facilitate an in-person project kick-off workshop to clarify the OWNER's requirements for the Project, review the scope of services, Project staffing and organization, and schedule.
5. Conduct up to nine (9) periodic virtual progress meetings with the OWNER.
6. Prepare for and facilitate four (4) review workshops with the OWNER at the 30%, 60%, 90%, and final design deliverables. Prepare draft summaries to include action items lists, decisions lists, and general discussion topics for review and approval by OWNER. It is assumed the 30%, 60%, and 90% workshops will be in-person and the final design workshop will be virtual. Detailed design elements shall be developed using AutoCAD and Autodesk Revit BIM software for modeling the plant arrangement, coordinating with the OWNER on the detailed mechanical, equipment, and structures, and for the development of plan sheets for bidding purposes. As such, some reviews will include 3D BIM Model reviews, and some will incorporate traditional 2D plan reviews.

B. Task 2 – Final Engineering Report

1. Further develop the selected baseline BNR alternative from the SEWRP No. 3 BNR Improvements Final Alternative Treatment Technology Evaluation Report (FNI, 2022) into a Final Engineering Report that establishes the basis of design and requirements of TCEQ 217. The report will include the following:

    a. Project background
    b. Map of the SEWRP site, buffer zone, and 100-year floodplain
    c. Proposed Site Plan
    d. SEWRP No. Process Flow Diagram
    e. SEWRP No. 3 Hydraulic Profile
    f. Design flows and loads
    g. Final sizing of oxic, anoxic, and anaerobic selector zones
    h. Design criteria for major equipment (no. of units, capacity, motor horsepower etc.) for the following:

        - aeration basin blowers
        - 4160V MCC at blower building
        - aeration basin diffusers
        - aeration basin hyperboloid mixers
        - aeration basin nitrified recycle pumps

- chemical storage tank(s)
- chemical feed pumps
- primary sludge pumps
- post aeration aspirating mixers

e. As part of the blower MCC replacement, a power system analysis consisting of motor starting study will be performed to model the starting of the blowers and what impact the starting the blowers via reduced voltage starters has on the plant's electrical distribution system.

f. List of supporting improvements

g. Develop an opinion of probable construction cost (OPCC) for the recommended improvements.

h. The *draft* Final Engineering Report will be delivered at the same time as the 30% design deliverable. Provide one (1) electronic copy in PDF format and eight (8) hard copies of the *draft* Final Engineering Report to the OWNER. Incorporate comments received from the 30% review workshop in Task No. 1 into the report and deliver one (1) electronic copy in PDF format of the Final Engineering Report and four (4) hard copies to the OWNER.

C. Task 3 - Preliminary Design Phase (30%)

Incorporate biological nutrient removal into the SEWRP No. 3 activated sludge system consistent with the baseline alternative recommendations of the SEWRP No. 3 BNR Improvements Final Alternative Treatment Technology Evaluation Report (FNI, 2022) and Final Engineering Report (Task 2).

The following design elements are included in the SEWRP No. 3 BNR Improvements:

1. Existing Aeration Basins
    a. Remove and replace the diffusers. Modify the pipe drops to accommodate the new diffuser arrangement. It is assumed there will be no automation for airflow to the drops.
    b. Add internal concrete baffle walls (3 per basin x 3 basins).
    c. Add 4 hyperbolic mixers and supporting walkways (4 per basin x 3 basins).
    d. Add internal recycle pump (1 per basin x 3 basins).
    e. Remove the influent slide gates along the aeration basin influent Y-channel and blind flange the opening.
    f. Remove and replace the top of the aeration basin influent concrete Y-channels. Consider filling in the channels. It is assumed the OWNER will be able to remove one of the Y-channel top concrete panels in order for the design team to visually inspect the condition of the concrete.
    g. Modify the influent piping to have separate lines for raw influent and return activated sludge.
    h. Replace the drain mud valves.
    i. Remove the chain linked fence railing and replace with aluminum handrails.
2. Existing Aeration Basin Pipe Gallery
    a. Remove and replace the membrane roof.

b. Remove and replace the transformer and panelboard.

c. Add electrically actuated modulating valves and flow meters on the primary effluent piping and return activated sludge piping to allow flow to be equally split to the three aeration basins. The primary effluent piping and return activated sludge piping will be fed separately to each basin (i.e. not combined).

d. It is assumed there are no HVAC modifications required for the Aeration Basin Pipe Gallery.

3. Existing Aeration Basin Blower Building

   a. Remove and replace the multistage centrifugal blowers with new multistage centrifugal blowers. It is assumed the new blowers are constant speed and will not be on VFDs.

   b. Remove and replace the 4160V MCC.

   c. Modify roof downspouts on the south end of the building to drain away from the building.

   d. Other than removed or modified equipment pads, it is assumed no structural modifications will be required for equipment being removed and replaced and no HVAC modifications are required.

4. Existing Primary Clarifier No. 1

   a. Remove and replace the control panel.

   b. It is assumed no structural modifications will be required for equipment being removed and replaced.

5. Existing Primary Sludge Pump Station

   a. Remove and replace the primary sludge pumps, piping, and valves. It is assumed the piping and valves will be replaced in-kind and replacement is limited to what is inside the pump station building.

   b. Remove and replace the control panels and instrumentation.

   c. Remove and replace the HVAC system.

   d. Remove and replace the membrane roof.

   e. Other than removed or modified equipment pads, it is assumed no structural modifications will be required for equipment being removed and replaced.

6. Existing Filter Complex

   a. Remove and replace the filter control panels and exhaust fan starter.

   b. Remove and replace the exhaust fan.

   c. Add aspirating mixers for post aeration in the existing filter effluent channel.

   d. It is assumed no structural modifications will be required for equipment being removed and replaced.

7. Existing UV Disinfection
    a. Coordinate with vendor to develop equipment replacement and refurbishment needs.
    b. Remove and replace the panelboards.
8. New Chemical Storage and Feed Facility
    a. Provide a new chemical storage and feed facility for chemical phosphorous removal.
    b. It is assumed the chemical storage tank(s) will be located outside within a concrete containment structure and the pumps will be located adjacent to the containment area and indoors in a FRP enclosure or in a pre-engineered metal building, similar to the chemical storage and feed system for Plant No. 4.
9. Plant No. 3 Effluent Yard Piping
    a. Tie into the existing effluent piping of the UV Disinfection Facility and route new yard piping to Outfall No. 7. Evaluate options for tying into Outfall No. 7 including; (1) tying into the effluent channel of the Plant No. 4 Cascade Post Aeration Structure, (2) tying into the effluent piping between the Plant No. 4 Cascade Post Aeration Structure and Outfall No. 7 and (3) tying directly into Outfall No. 7.
10. Provide one (1) electronic copy in PDF format and eight (8) hard copies of the 30% design documents for review by the OWNER. The 30% design documents will include process flow and instrumentation diagrams (P&ID), proposed process layouts, and a specification list. During the workshop, the design team will walk the OWNER through the facility 3D models and 2D drawings, including relevant treatment process, structural, electrical, architectural, and plumbing/HVAC elements. Comments will be discussed during the 30% design workshop in Task No. 1.

D. Task 4 – Final Design Phase

1. Obtain and review OWNER-furnished front-end documents, general conditions, and special conditions for the construction contracts. Meet with OWNER to review comments, and revise OWNER's standard documents accordingly.
2. 60% Review: Prepare drawings, specifications, and construction contract documents of improvements to be constructed. Furnish OWNER eight (8) sets of copies of drawings, specifications, and bid proposals. FNI will meet with the Owner in-person to present the plans and specifications and receive comments. Review documents will include a detailed review of both model spaces and conventional 2D construction contract drawings. FNI will receive comments from OWNER and address comments in the 60% Review Workshop.
3. 90% Review: Furnish OWNER eight (8) sets of copies of drawings, specifications, and bid proposal. FNI will meet with the OWNER in-person to present the plans and specifications and receive comments. During the review workshop, discuss Maintenance of Plant Operations (MOPO) and construction sequencing.
4. 100% Review: Furnish OWNER eight (8) sets of copies of drawings, specifications, and bid proposal. FNI will meet with the OWNER virtually to present the plans and specifications and receive comments. During the review meeting, discuss Maintenance of Plant Operations (MOPO) and construction sequencing. Upon final approval by OWNER, FNI will provide OWNER eight (8) sets of copies of "Issued for Bid" plans and specifications.

5. Deliverables for the Final Design Phase include:
    a. Front-end documents for construction
    b. OPCC at 60%, 90%, and 100% submittals
    c. 60% submittal of Plans and Specifications
    d. 90% submittal of Plans and Specifications
    e. 100% submittal of Plans and Specifications
    f. Final (issued for bid) Plans and Specifications

E. Task 5 – Bid Phase Services

Bid Phase Services assumes the project is constructed with a traditional design-bid-build process with competitive sealed proposals and is bid only once. Upon completion of the design services and approval of "Final" drawings and specifications by OWNER, FNI will proceed with the performance of services in this phase as follows:

1. Issue a Notice to Bidders for the OWNER to distribute to prospective contractors and vendors, and to selected plan rooms, using the OWNER's standard bid process. Provide a copy of the notice to bidders for OWNER to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by OWNER.
2. Assist OWNER by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders, if necessary, following the OWNER's standard bid process.
3. Assist the OWNER in conducting a pre-bid conference for the construction project and coordinate responses to questions with OWNER. Responses to the pre-bid conference questions will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
4. Develop an example "Construction Sequence" presentation, demonstrating to potential Contractors possible methodologies for sequencing construction events. FNI will also provide special procedures and construction constraints, clearly identified in the plans, specs and in the presentation, to define limitations for the Contractor to take any unit process or plant facility out of service for construction. Present the sample construction sequence at the pre-bid conference.
5. At OWNER request, FNI will assist OWNER in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by OWNER.
6. Prepare Notice of Award for the OWNER to issue to the Contractor upon award of the Contract by the OWNER with instructions of execution of the Contract Documents.
7. Assist the OWNER in reviewing executed Contract Documents, bonds, and certificates of insurances for conformance with the requirements of the Contract Documents.
8. Forward Contract Documents to the OWNER with a recommendation of execution and distribution of documents. Up to eight (8) half-size conformed construction plans, four (4) sets of executed construction specifications, and four (4) sets of conformed construction

specifications shall be provided. Conformed plans and specifications shall incorporate any changes from addendum into the Contract Documents.

9. Deliverables for the Bid Phase include:
    a. Notice to Bidders
    b. Electronic copies of plans, specifications, bidding documents, and addenda
    c. Recommendation of Award with tabulation of bids
    d. Notice of award
    e. Conformed contract documents for execution and distribution

ARTICLE II

Special Services:

A. Task 6 – Topographic Survey and LiDAR Scan

FNI will retain, monitor, and direct, through a subcontract, the efforts of a survey firm (Hugo Reed) to provide the following services:

1. Provide detailed topographic surveying within the limits of the Project showing existing contours at a one-foot interval.
2. Establish at least two (2) horizontal and vertical control points for the Project. The horizontal control shall be based on the Texas State Plane Coordinate System, North Central Zone North American Datum NAD-83 Coordinates and the vertical control being based on the North American Vertical Datum NAVD-88.
3. The survey will tie down existing features on the property including existing above grade structures and surface features associated with underground utilities to provide a base for the design phase.
4. Prepare composite base map of all features located in the field through the survey.
5. Identify existing property boundaries, right-of-way lines and easements that are shown on existing recorded plats.
6. Perform a full-room LiDAR scan of Aeration Basin Pipe Gallery room using 3D photogrammetry technology and LiDAR laser scanning. Process the resultant point cloud into an RCP file compatible with Revit.

B. Task 7 – Geotechnical Engineering

The proposed geotechnical scope of work will consist of field exploration, laboratory testing, engineering analysis and reporting, and design as follows:

1. Provide geotechnical recommendations for foundation design for the following proposed structures:
    a. Chemical feed storage tank(s)
    b. Chemical feed building
2. Provide boring log(s) for Plant No. 3 effluent piping.

3. Field Exploration

   a. FNI will meet with plant staff to locate the borings clear from existing utilities and accessible to truck-mounted drilling rig. Notify Texas 811 to request location and marking of existing underground utilities prior to the field exploration.

   b. Subcontract with a geotechnical drilling contractor for a Geotechnical Data Report to include up to 3 borings; 2 borings to maximum depth of 25 feet for the chemical feed facility, and 1 boring to 15 feet for a 42-inch pipeline in the plant area. Samples will be collected intermittently using continuous flight augers and either split-spoon or tube samplers. Rock and rock-like materials will be tested insitu using a TxDOT Cone Penetration Test, as appropriate for the material. At completion, the boreholes will be backfilled with auger cuttings.

4. Laboratory Testing

   a. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. FNI will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by a geotechnical testing subcontractor with results provided in the Geotechnical Data Report.

   b. Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:

      1. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
      2. Moisture content
      3. Dry unit weight
      4. Unconfined compressive strength
      5. One-dimensional swell (restrained)

5. Engineering Analysis

   A. Prepare a technical memorandum of the geotechnical investigation to include:

      1. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
      2. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.
      3. Foundation design recommendation and site preparation recommendations for the chemical feed facility.
      4. General discussion of expected construction related issues.
      5. Earthwork related recommendations for use during development of the plans and specifications.

   B. A Geotechnical Memorandum will present the foundation design recommendation. The Geotechnical Data Report will be included with the Geotechnical Memorandum.

C. Task 8 – TPDES Major Permit Amendment

FNI will assist the OWNER in applying for a TPDES Major Permit Amendment to increase the permitted annual average flow of Outfall No. 7 beyond its current permitted limit of 14.6 MGD up to 22.1 MGD. FNI will proceed with performance of these services as follows:

1. Compile Existing Information and meet with OWNER: FNI will obtain the current TPDES permit application forms from the TCEQ. Where appropriate, FNI will use information, including pertinent maps and drawings, from the OWNER's previous TPDES permit application to address questions in the current application. If necessary, FNI will meet with the OWNER to review data, identify other information needed for the application, and take photographs and make general observations at the facility site. OWNER shall provide to FNI all previous application documents and relevant data.
2. FNI will facilitate a virtual pre-application meeting with TCEQ and OWNER to discuss the proposed improvements and anticipated limits.
3. Compile Effluent Analysis Results: FNI will coordinate with the OWNER and its laboratory in obtaining laboratory analyses required for the permit application. FNI will provide the OWNER and its designated laboratory with copies of tables from the current OWNER application form for the laboratory to complete. FNI proposes that the laboratory complete these tables to reduce the risk of transcription errors. Upon receipt, FNI will review the tables for consistency with TCEQ required minimum analytical limits (MALs) and for reasonability of the results. OWNER shall contract directly with the analytical laboratory as needed and provide the necessary data.
4. Prepare Permit Application and Transmittal Letter: FNI will prepare a draft permit amendment application and provide a digital copy for the OWNER's review. The application will include maps, engineering drawings, schematic diagrams, and other required figures. FNI will finalize the application based on the OWNER's comments and deliver a final original application and three (3) copies for the OWNER to transmit to the TCEQ. FNI will also provide up to two (2) copies of the final application for the OWNER's files.
5. Post Application Submittal Follow-up: Following submittal of the application, FNI will answer questions and respond to up to four requests (approximately 40 hours) for additional information from the TCEQ. Additional effort for TCEQ requests for information can be provided as an additional service, if needed.
6. Review TPDES Draft Permit: FNI will review the draft TPDES permit issued by the TCEQ following TCEQ's review of the renewal application. FNI will prepare a memorandum outlining the changes to the draft permit and general comments regarding the draft permit for the CLIENT to review prior to the TCEQ response deadline.

ARTICLE III

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

Notice to Proceed (NTP)	Set by OWNER after Council execution of this Agreement
Final Engineering Report	90 days after NTP
30% Design Submittal	90 days after NTP
60% Design Submittal	90 days after 30% review workshop/OWNER comments
90% Design Submittal	90 days after 60% review workshop/OWNER comments
100% Design Submittal	40 days after 90% review workshop/OWNER comments

Final Plans and Specifications	30 days after 100% review meeting/OWNER comments
Bid Phase Services	90 days after OWNER approval of final plans and specifications

The above schedule assumes a total Project schedule of 600 calendar days. If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE IV

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative – Zoltan Fekete, 1314 Avenue K, Lubbock, Texas 79401; Phone 806- 775-3317; email zfekete@mail.ci.lubbock.tx.us

FNI's Designated Representative – Chad Simmons, 801 Cherry Street, Suite 2800, Fort Worth, Texas 76102; Phone 817-735-7305; email chad.simmons@freese.com

FNI's Accounting Representative – Erin Westbrook, 801 Cherry Street, Suite 2800, Fort Worth, Texas 76102; Phone 817-735-7290; email erin.westbrook@freese.com

EXHIBIT A, PART 2, ADDITIONAL SERVICES
SOUTHEAST WATER RECLAMATION PLANT NO. 3 BNR IMPROVEMENTS
ENGINEERING DESIGN SERVICES

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

A. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by OWNER.

B. Lead and asbestos survey.

C. Conducting pilot plant studies or tests.

D. General Project Representation during construction phase.

E. Furnishing the services of a Resident Project Representative to act as OWNER's on-site representative during the Construction Phase

F. Startup and Commissioning Services.

G. Use of collaborative project delivery methods (CMAR or design-build).

H. Services required to resolve bid protests or to rebid the projects for any reason.

I. Updating the SEWRP Operation and Maintenance Manual to incorporate the proposed facilities.

J. Preparation of a Section 404 permit application or coordination with the U.S. Army Corps of Engineers (USACE).

K. Presence/absence surveys for federally listed threatened/endangered species.

L. Conducting cultural resources studies or surveys.

M. Phase I/II Environmental Site Assessments.

N. Other environmental permitting assistance or services not specifically described under SPECIAL SERVICES of this scope.

O. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.

P. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

Q. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.

R. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).

S. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.

EXHIBIT A, PART 3, RESPONSIBILITIES OF THE OWNER
SOUTHEAST WATER RECLAMATION PLANT NO. 3 BNR IMPROVEMENTS
ENGINEERING DESIGN SERVICES

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

A. Owner recognizes and expects that certain Change Orders, herein so called, may be required. Any responsibility of Engineer for the costs of Covered Changed Orders will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the responsibility of Engineer for the costs of Change Orders will not include:

- any costs that Owner would have incurred if the Change Order work had been included originally in the Contract Documents and its lack of inclusion was not due, in whole or in part, to any fault, error, or omission of Engineer related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the Owner.
- Any costs that are incurred due to the negligence of the construction contractor

Wherever used in this document, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineers Consultants.

B. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to FNI's services for the Project.

C. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.

D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as provided in this AGREEMENT.

E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.

F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, except as otherwise the responsibility of FNI as provided in this AGREEEMENT.

H. Give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.

I. Furnish, or direct FNI to provide, Additional Services as stipulated in Exhibit "A," Part 2, if deemed necessary by Owner.

FNI_____
OWNER_____

J. Bear all costs incident to compliance with the requirements of this Exhibit "A", Part 3.

K. Provide the following services, unless provided specifically otherwise in this Agreement:

a. Provide land acquisition services.
b. Pay all permits fees and mitigation cost.
c. Provide land title research and title policy.
d. Provide advertisement for bids in local publications as required.

EXHIBIT B
Budget
Southeast Water Reclamation Plant No. 3 BNR Improvements
Engineering Design Services

Basic Services

CITY and ENGINEER have established a lump sum budget of $1,412,219.00 to complete the Basic Services under this AGREEMENT. These services will be billed monthly on an estimated percent completed basis. This amount will not be exceeded without a contract amendment.

Special Services

CITY and ENGINEER have established a not-to-exceed budget of $87,172 to complete the Special Services under this AGREEMENT. CITY will pay the ENGINEER hourly, for services identified in Exhibit A, based on ENGINEERS Fee Schedule presented as EXHIBIT B. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. This amount will not be exceeded without a contract amendment.

The Budget is presented for the services of ENGINEER under this AGREEMENT are provided in this Exhibit B

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

The budget assumes that all work will be completed within **600 calendar days** from the Notice to Proceed.

EXHIBIT B
Detailed Cost Breakdown
Southeast Water Reclamation Plant No. 3 BNR Improvements
Engineering Design Services

Basic Services

Description	Fee
Project Management	$231,325
Final Engineering Report	$76,060
Preliminary Design	$288,191
Final Design	$743,501
Bid Phase Services	$73,142
Total	$1,412,219

Special Services

Description	Fee
Survey	$25,379
Geotechnical Engineering	$27,019
TPDES Major Permit Amendment	$34,774
Total	$87,172

Total Contract Amount **$1,499,391**

EXHIBIT B
Hourly Rate Schedule Compensation
Southeast Water Reclamation Plant No. 3 BNR Improvements
Engineering Design Services

Position	Rate
Principal / Group Manager	342
Technical Professional - 6	335
Technical Professional - 5	270
Technical Professional - 4	232
Technical Professional - 3	194
Technical Professional - 2	170
Technical Professional - 1	140
CAD Technician/Designer - 3	188
CAD Technician/Designer - 2	141
CAD Technician/Designer - 1	112
Senior CAD Technician/Designer	232
Construction Manager - 4	200
Construction Manager - 3	151
Construction Manager - 2	143
Construction Manager - 1	112
Corporate Project Support - 3	157
Corporate Project Support - 2	141
Corporate Project Support - 1	108
Intern/ Coop	73

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.00	$0.00
Large Format (per sq. ft.)		
Bond	$8.50	$0.25
Glossy / Mylar	$0.58	$0.25
Vinyl / Adhesive	$0.10	$0.25
Mounting (per sq. ft.)	$0.75	
Binding (per binding)	Bill Rate	

Equipment

Valve Crew Vehicle (hour)		$1
Pressure Data Logger (each)		$100
Water Quality Meter (per day)		$200
Microscope (each)		$50
Pressure Recorder (per day)		$150
Ultrasonic Thickness Guage (per day)		$75
Coating Inspection Kit (per day)		$100
Flushing / Cfactor (each)		$100
Backpack Electrofisher (each)		$150
	Survey Grade	Standard
Drone (per day)	$2	$1
GPS (per day)	$1	$2

OTHER DIRECT EXPENSES:

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

EXHIBIT B
Sub-consultants
Southeast Water Reclamation Plant No. 3 BNR Improvements
Engineering Design Services

ENGINEER will retain Hugo Reed & Associates, Inc. as a sub-consultant for professional surveying services. The ENGINEER may also retain the services from other sub-consultants for geotechnical borings and associated laboratory testing.

BNR Imrpovements

Wastwater Treatment Plant

Water Reclamation Plant Structures

Southeast Water Reclamation Plant
Plant 3 BNR Improvements

0 250 500 1,000 Feet

N

City of Lubbock TEXAS

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

City of Lubbock
Capital Project
Project Cost Detail
October 10, 2023

Capital Project Number:	92674
Capital Project Name:	SEWRP Improvements Plant 3 Nutrient Removal

Encumbered/Expended	**Budget**
Contract 15739 with FNI for PER	$379,628
Agenda Item October 10, 2023	
Contract 17618 with FNI for BNR Design Services	1,499,391
Encumbered/Expended To Date	1,879,019
Estimated Cost for Remaining Appropriation	
SEWRP Plant 3 BNR Improvements Construction	120,981
Remaining Appropriation	-
Total Appropriation	$2,000,000

CIP 92674 SEWRP Improvements Plant 3 Nutrient Removal

Infrastructure Improvements

Project Manager: Josh Kristinek - Engineering

Project Scope

A preliminary evaluation of the best available and most cost effective technologies will be performed first to determine the best way to implement BNR improvements. Following this evaluation, the associated design, and construction of the Southeast Water Reclamation Plant (SEWRP) Plant #3 facilities to provide biological nutrient removal (BNR) will move forward. The upgrade to BNR will allow the City to discharge the treated effluent into the North Fork of the Double Mountain Fork of the Brazos River basin or use the effluent for other beneficial purposes.

Project Justification

This upgrade will allow staff to optimize and be more flexible with the final disposition of the treated wastewater at the SEWRP. The treated wastewater will have more beneficial purposes and reduce the cost of effluent disposal.

Project Highlights

Council Priorities Addressed: Community Improvements, Growth and Development, Fiscal Discipline

Project Dates

Start Date: October 1, 2020 Bid Date
Prelim. Eval.: February 2021 Award Date
Prelim. Eval.: June 2021 Project Start
Prelim. Eval.: July 2021 Project End
Prelim. Eval.: July 2022 Bid Date
Design Award Date : 10/2023
Design Project End Date: 01/2024
Construction Bid Date: 10/2023
Construction Award Date: 01/2024
Construction Project Start Date: 03/2024
Construction Project End Date: 06/2026

Project History

The City of Lubbock has one of the largest land application facilities in the State of Texas. The Hancock and Lubbock Land Application Sites consist of approximately 10,000 acres of land. For many decades, the City sent all of their effluent to the land application sites for disposal and eventually began sending some reclaimed water to the Jones Power Plant to be used as cooling water. Over the past decade, the SEWRP has been upgraded in phases with a goal of improving the treated wastewater to meet stream quality discharge standards. Improving the quality of the treated wastewater will assist the City in moving away from expensive land application disposal and prepare to use the effluent for more beneficial uses such as a drinking water supply in the future.
$500,000 was appropriated in the FY 2020-21 Budget, Ord. No. 2020-00123, October 1, 2020.

Project Location

Project Appropriations

WW 92674

	2022 - 23 Budget CIP	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Design	$500,000	$1,500,000	$0	$0	$0	$0	$0
Construction	$0	$0	$13,000,000	$0	$0	$0	$0
TOTAL	**$500,000**	**$1,500,000**	**$13,000,000**	**$0**	**$0**	**$0**	**$0**

Project Funding

Wastewater 92674

	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Water/Wastewater Fund Cash	$500,000	$1,500,000	$0	$0	$0	$0	$0
Water/Wastewater Fund Revenue Bonds	$0	$0	$13,000,000	$0	$0	$0	$0
TOTAL	**$500,000**	**$1,500,000**	**$13,000,000**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

WW 92674

	2019 - 20 Actual	2020 - 21 Actual	2021-22 Actual	2022-23 YTD Actual	2022-23 Budget	2023-24 Proposed
Professional Services/Training	$0	$29,743	$313,600	$21,285	$0	$0
TOTAL	**$0**	**$29,743**	**$313,600**	**$21,285**	**$0**	**$0**

AI# 12001
Regular City Council Meeting
10/10/2023:

5. 15.

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Contract 17632, with Kimley-Horn and Associates, Inc., for design services associated with the 114th Street, Frankford to Slide-22B Capital Improvements Project.

Item Summary

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

114th Street from Frankford Avenue to Slide Road is currently a 2-lane paved road and is designated in the 2018 Thoroughfare Master Plan to become a 5-lane minor arterial roadway. Continued growth in southwest Lubbock has increased traffic demands along the 114th Street corridor from Frankford Avenue to Slide Road. The services will include the ultimate design of five-lane arterial, intersection improvements, drainage solutions, utility adjustment and right of way acquisition services.

Staff conducted contract negotiations with Kimley-Horn and Associates, Inc. after establishing them as qualified under RFQ 15876-JM, for providing engineering services. Fair and reasonable hourly rates were agreed upon for a total contract amount of $1,242,700 with a 600 calendar days contract duration. Staff recommends Kimley-Horn and Associates, Inc. of Lubbock, Texas, be awarded the professional services contract that will provide the plans, specifications and bid phase services for 114th Street Frankford Avenue to Slide Road Project.

Fiscal Impact

This contract is not to exceed $1,242,700 and is funded in Capital Improvements Project 92820, 114th Street: Frankford to Slide -22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution
Professional Service Contract
Location Exhibit
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, Professional Services Agreement Contract No. 17632 for the reconstruction of 114th Street from Frankford Avenue to Slide Road – 22B, by and between the City of Lubbock and Kimley-Horn and Associates, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.PSA-No. 17632 – KH 114th St Frankford-Slide
9.28.23

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 17632 is entered into this ___ day of _____, 2023, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Kimley-Horn and Associates, Inc., (the" Engineer"), a North Carolina corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for the reconstruction of 114th Street from Frankford Ave to Slide Road – 22B, (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 600 days. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed $1,242,700, as set forth in Exhibit "B".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

Combined Single Limit: $2,000,000

Automobile Liability:

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

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

Worker's Compensation

Per Occurrence Single Limit: $500,000

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

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

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF THE ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE SECTION 271.904.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

Kimley-Horn and Associates, Inc.
Leslie Bruce, P.E.
1207 Ave F NW, Suite 1
Childress, Texas 79201
Telephone: 940-226-4218
Email: leslie.bruce@kimley-horn.com

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

Zoltan Fekete, P.E.
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457

Telephone: 806-775-3317
Email: zfekete@mylubbock.us

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention

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

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

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Firm

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Kevin Hoppers, P.E., Sr. Vice President

Email: kevin.hoppers@kimley-horn.com

EXHIBIT A

Engineering Scope of Services

114th Street reconstruction – Frankford Ave to Slide Road

City of Lubbock

Project Understanding

1. Existing corridor:
    a. Existing 2-lane HMAC pavement
    b. Frankford Ave intersection:
        i. North and south approach throat width: 8 lanes
        ii. East and west approach: 7 lane ultimate configuration
    c. Slide Road intersection
        i. North and south approach throat width: 8 lanes
        ii. East approach: 6 lanes
        iii. West approach: 3 lanes
    d. Existing curb and gutter located along the road has been set for either 7-lane or 5-lane roadway
2. Proposed improvements consist of:
    a. Develop 5-lane proposed concrete roadway (HMAC pavement as a bid alternate)
    b. Develop construction plans for the ultimate 5-lane configuration
    c. 6-lane approaches at Slide Road (concrete approach legs)
    d. 7-lane approach at Frankford Avenue intersection (concrete approach legs)
    e. Utility adjustments
    f. Drainage adjustments
3. Special Considerations for this project
    a. Slide road intersection
        i. Existing area drains to be replaced with curb inlets to match proposed curb and gutter limits
    b. Drainage
        i. Storm sewer or ditch drainage improvements to lower gutter flow depths

The professional services generally will consist of:

- Design survey
- Existing Right-of-way (ROW) survey
- ROW and easement acquisition services
- Subsurface Utility Engineering (SUE)
- Geotechnical investigation
- Franchise Utility Coordination
- Drainage study and associated design of channel and culvert improvements (if required)
- Roadway design for 5-lane configuration, including two bid alternatives for use of HMAC or concrete pavement

- Minor water and sanitary sewer adjustments
- Traffic control plans
- Illumination design and ITS layouts
- Bidding Phase support services

The Project will be designed in accordance with City design and construction standards throughout the project.

2. Design Survey (by Subconsultant)

2.1. Survey Data – develop an existing ROW boundary survey and existing topographic data within the limits of this project.

2.1.1 Data Collection and Property Research – Subconsultant will collect available data to determine the boundary locations and owner information for all adjacent properties within the project limits.

- Design Survey
- The limits of the survey along 114th Street will extend from approximately 600' west of Frankford Avenue to 400-ft east side of Slide Road intersection. The survey will consist of the existing and proposed ROW width of 110' and where subdivisions and structures are encountered adjacent to 114th Street. Data will be collected a minimum of 20-feet beyond the ROW limits.
- The following areas shall also be surveyed:
  - Minor Cross Streets - 100-feet north and south of the proposed 114th Street centerline at every minor cross street.
  - Finished floor elevations of existing structures adjacent to the ROW as needed.
- Place five (5) permanent control monuments with aluminum caps in concrete. Establish horizontal state plane coordinates (NAD 83) using GPS. Establish vertical control coordinates on NAVD 88. Monuments will be set to accommodate the limits of construction where possible.
- Perform a field survey to identify and locate existing topographic elements within the roadway corridor consisting of the following:
  - Evidence of property boundary locations adjacent to the corridor.
  - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
  - Roadway and lane striping along 114th Street and intersecting streets.
  - Driveways (including material).
  - Parking lots within 20-ft of proposed ROW.
  - Alleys (including material).
  - Existing culvert sizes and invert elevations, including cross sections approaching culvert crossings and headwalls/wingwalls.
  - Existing driveways and swales.
  - Visible utilities consisting of: manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, water well features, other public utilities, and franchise utilities.
  - Traffic signal poles, cabinets, and other signal equipment, if present.

- Signs (excluding temporary signs).
- Trees (larger than 6" caliper) and tree clusters.
- Buildings and permanent structures.
- Retaining walls.
- Fence/wall limits and material types (excluding temporary fences).
- Other applicable physical features that could impact design.
- Perform field survey to collect utility location marking as marked by the SUE subconsultant.

2.2. Prepare a final topographic drawing in digital format (Open Roads Designer) (including contours and break lines) showing the features located in the field as well as ROW strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions. Include control monuments placed in the field in final topographic drawing with associated coordinate table. Provide Existing ROW Base Map.

2.3. The existing ROW base map will consist of the following:

- Parcels and easements with current recording information.
- Current property owner.
- Existing platted easements and easements available in the public record including easements provided by utility companies.
- Relate ROW to roadway center line if Section Line differs.

3. Right-of-Way Survey and Services (by Subconsultant)

3.1. Perform the following ROW services in support of the City to acquire the property needed to construct the proposed roadway improvements.

3.1.1 Schedule and coordinate property appraisals.

3.1.2 Obtain Title Reports for each parcel to determine proper owner for negotiations.

3.1.3 Conduct appraisals on up to 5 parcels to determine fair market value for the purchase of a roadway easement.

3.1.4 Negotiate with property owners on behalf of City (up to 5 contacts) for purchase of roadway easement on 5 parcels.

3.1.5 Obtain final approval from City prior to making offers and prior to making final agreement in negotiations.

3.1.6 Deliver properly executed documents to the City.

3.2. Prepare ROW instruments (up to 5 parcels)

3.3. Individual parcel exhibits shall be on 8 ½"x11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall consist of the following:

3.3.1 Parcel number.

3.3.2 Area required.

3.3.3 Area remaining.

3.3.4 Legal description.

3.3.5 Current owner.

3.3.6 Easements locatable in the public record.

3.3.7 All physical features.

3.4. Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.

4. Subsurface Utility Engineering (SUE) (by Subconsultant)

4.1. Utility Data – Franchise Utilities

4.1.1 The scope will consist of Quality Level (QL) B Subsurface Utility Engineering (SUE) Investigation, which is inclusive of (QL) D and C. The Engineer will obtain information on existing utilities from utility owners and shall identify and evaluate known existing and proposed public and private utilities. The Engineer will identify potential conflicts and attempt to minimize the potential adverse utility impacts in the preparation of the roadway design and PS&E. The Engineer will prepare a base map depicting the utility locations.

4.1.2 Utility investigations, both subsurface and above ground, will be prepared in accordance with ASCE C-1 38-02 and according to the Utility Quality Levels as described below:

- Utility Quality Levels are defined in cumulative order (least to greatest) as follows:
- Quality Level D - Existing Records: Utilities are plotted from review of available existing records. Level D is included in this scope of work.
- Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D, a new schematic or plan layout shall be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed ROW, additional areas outside the proposed ROW, and distances or areas to be included along existing intersecting roadways. Level C is included in this scope of work.
- Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D, a new schematic or plan layout shall be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed ROW, additional areas outside the proposed ROW, and distances or areas to be included along existing intersecting roadways. Level B is included in this scope of work.
- Quality Level A – Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data.

Incorporates quality levels B, C and D information to produce Quality Level A. Level A is NOT included in this scope of work.

4.1.3 The Engineer will compile "Record Drawing" information from plans, plats and other location data as provided by the utility owners. A color-coded composite utility facility plan with utility owner names, quality levels and line sizes shall be prepared and delivered. It is understood by the Engineer that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". Above ground appurtenance locations collected as part of the topographic survey will be included in the deliverable to the City. This information shall be provided in the latest version of Micro Station or GeoPak used by the City.

4.1.4 Deliverables:

- The electronic file will be delivered in digital format and PDF.

5. Geotechnical Investigation (by Subconsultant)

5.1. Subsurface Exploration

5.1.1 Roadway

- Seven (7) soil bores between the pavement and the ROW at locations to be determined by the Engineer; to determine the quality of subgrade and whether the insitu soil will be suitable for roadway embankment (soil classification, moisture, relative density, etc.)
- Soil samples will be identified according to test boring number and depth, and a representative portion of each sample will be sealed in a plastic bag to protect against moisture loss.
- Atterberg limits will be performed to determine the engineering properties of the soil.

5.2. Laboratory Services

Samples will be transported to the Subconsultant's laboratory where they will be examined and visually classified by a Geotechnical Engineer using the AASHTO and Unified Soil Classification System (USCS) in general accordance with ASTM D 2488. To aid in classification of the soils and determination of their selected engineering characteristics, a testing program will be conducted on selected samples in general accordance with the following standards:

Laboratory Test	**Test Standard**
Moisture Content	ASTM D 2216
Atterberg Limits	ASTM D 4318
Percent Passing No. 200 Sieve	ASTM D 1140
California Bearing Ratio (CBR)	ASTM D 1883

5.3. Engineering Services

5.3.1 Laboratory test results will be used to classify the soils according to the AASHTO and Unified Soil Classification System. Subconsultant will perform CBR's on selected samples to aid in the determination of the

modulus of subgrade reaction or k-value used in rigid pavement design and the subgrade resilient modulus used on flexible pavement design.

5.3.2 Pavement Design: Subconsultant will analyze the results of the field exploration to provide pavement structure recommendations along with construction guidelines based on the results from the field and laboratory testing and provided traffic data. Subconsultant will prepare two (2) pavement options: one (1) pavement design option for rigid pavement and one (1) pavement design option for flexible pavement.

6. Franchise Utility Coordination/Relocations (Engineer)

6.1. Coordination

6.1.1 At start up, send project notice to all franchise utilities via e-mail to provide project limits and schedule for construction.

6.1.2 Data Collection and Research

- Update and maintain database of existing franchise utility representatives, including representative contact information (email, mailing address, phone, etc.).
- Prepare exhibit that indicates franchise utility locations based upon SUE and survey.
- Coordination with Surveyor regarding topographic information to be collected on utility locations.

6.1.3 Franchise Conflicts Evaluation

- Coordinate possible conflicts due to vertical alignment of roadway and drainage facilities with SUE.
- Coordinate utility relocation assignments and schedule

6.1.4 Schedule, prepare for, attend and document up to four (4) franchise utility coordination meetings (one coordination meeting to be held at each of the following milestone submittals: project start-up, 30% (Preliminary Design), 90% and 100% design submittal). Meetings will address known potential conflicts and for immediate relocation prior to roadway construction.

6.1.5 Engineer will work with franchise utilities to develop relocation plans to be prepared by the utility companies and initiated prior to bidding.

7. Preliminary Design

7.1. Project Management

7.1.1 Conduct progress and design review meetings to monitor the development of the project. During the design phase of the project, conduct the following:

- One (1) project kickoff meeting with the City.
- One (1) project progress meeting with the City.
- Bi-weekly progress meetings with the City regarding project status and coordination issues.
- One (1) design review meeting on the preliminary milestone (30% Design).
- For all meetings, the Engineer will prepare the meeting agendas and minutes.

7.1.2 Coordinate with subconsultants (geotechnical, drainage, survey, and SUE)

7.1.3 Coordinate with City bond right-of-way consultant

7.1.4 Prepare and e-mail monthly progress reports to the City

7.1.5 Maintain Project Schedule

- Develop work plan (identify tasks and subtasks).
- Develop roles and assignments.
- Develop and maintain schedule and interim milestones.

7.1.6 Prepare Design Criteria (coordinate with City at kickoff meeting)

7.1.7 QA/QC milestone review for all deliverables in the Preliminary Design Phase.

- Perform an internal review of the preliminary designs in accordance with quality assurance standards established for this project.
- QC/QA comments will be collected from each reviewer, documents, and comments addressed prior to review meeting with City.

7.1.8 Project Administration

- Prepare project correspondence, and invoicing documents.

7.2. Data Collection (City to provide hard copy and electronic format if available)

7.2.1 Roadway Data

- Electronic design files from improvements and any other plans available along the project limits.

7.2.2 Drainage Data

- Aerial and LiDAR information.
- Existing storm drainage facilities / record drawings.
- Existing hydraulic models.

7.2.3 Utility Data (Public Utilities) – Coordination with City

- Existing water line locations / record drawings.
- Water master plan requirements.
- Existing storm sewer line locations / record drawings.
- Storm sewer master plan requirements.

7.3. Preliminary Design Schematic (30%)

7.3.1 Prepare the schematic roadway design for a Principal Arterial (Modified) typical section as depicted in the 2018 City of Lubbock Master Thoroughfare Plan. This is a five (5) lane roadway section within a typical 110’ right of way.

- Prepare typical sections
  - Existing and Proposed
  - Depict subgrade and pavement
- Prepare preliminary plan and profile (roll plot format), which will consist of the following items:
  - Control data
  - Existing / proposed right-of-way
  - Existing topography
  - Existing pavement
  - Proposed centerline alignment and horizontal curve data
  - Proposed face of curb
  - Proposed medians (if applicable)
  - Proposed transition pavement tie-ins to existing pavement
  - Proposed storm sewer and culvert alignments and sizes

- Existing/Proposed traffic signal poles
- Existing trees to remain (if possible)
- Existing trees to be removed
- Existing driveway locations
- Proposed commercial driveways (proposed residential driveways will be included in the final design)
- Existing culvert and/or storm drain locations
- Existing water line locations
- Existing sanitary sewer line locations
- Existing franchise utility locations (relying upon information provided by franchise utilities and the data collected as part of the SUE)
- Existing ground profile
- Proposed vertical alignment at proposed center line
- Proposed cross drainage culverts
- Superelevation data

- Prepare Preliminary 3D roadway model
- Prepare Design Cross Sections on 11" x 17" sheets

7.3.2 Drainage

- Coordination with drainage analysis subconsultant regarding:
  - Roadway profile
  - Channel cross section and materials, or-
  - Storm sewer and inlet sizing, alignment, and profile
  - Culvert sizing
- Identify type, location, and size of proposed drainage improvements (if necessary).
- Prepare plan for various side street cross culverts to convey drainage channel flows.

7.3.3 Utilities

- Existing Public Utilities
  - Graphically designate on the schematic the location of existing public utilities based upon information provided by the City
  - Identify public utility conflicts with proposed roadway
  - Coordinate with the City to identify the need for extending new public utilities in the ROW ahead of paving
- Public Utilities Design
  - Establish the preliminary location of proposed, relocated public utilities to avoid conflicts with proposed improvements.
  - Establish the preliminary location of new public utilities to be installed in the ROW ahead of the paving project.

7.3.4 Traffic

- Traffic Signals – Coordinate with City of Lubbock Traffic department to determine adjustments at signalized intersections
- Traffic Control Plan – Engineer will develop a conceptual traffic control plan to determine how the project will be phased and constructed to provide access to adjacent properties during construction.

7.4. Construction Cost Projection (Or Opinion of Probable Cost)

7.4.1 Perform quantity takeoff and develop construction cost projection.

7.4.2 Evaluate both municipal and TxDOT bid tabulations for current trends in unit prices. Because the Engineer does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

7.5. Preliminary Design Schematic Deliverables (roll plot) – The roll plot schematic will be finished to a level of detail that is equivalent to a 30% complete plan set – but in roll plot format.

7.5.1 Deliverables will consist of the following:

- Schematic Roll Plot document
- Design cross sections
- Preliminary opinion of probable construction cost
- Preliminary Traffic Control Plan and Sequence

8. Drainage Analysis (by Subconsultant)

8.1. Perform the following drainage analysis tasks in support of the roadway and drainage improvements design.

8.1.1 Data collection

- Subconsultant will obtain approved drainage analysis reports for drainage areas contributing to the project limits.
- Extract the necessary model elements from the 114th Street – Slide to Quaker Avenue project model.
- Preliminary plats, preliminary drainage maps, zoning ordinances, and other files as available and necessary to evaluate expected fully developed conditions for undeveloped property at the time of the analysis.

8.1.2 Existing conditions analysis

- Develop existing conditions hydrologic data from current aerial imagery and site observations.
- Develop existing hydraulic cross sections and existing drainage improvement data for modeling.
- Model existing conditions in ICPR4 for 2-, 10-, 25-, 50-, and 100-year 24-hour storm events.

8.1.3 Proposed improvements analysis

- Import sub-basin limits and hydrologic data from 114th Street – Slide to Quaker project.
- Develop fully developed conditions hydrologic data
- Develop model hydraulic network from proposed roadway profile and typical sections.
- Model and analyze proposed full-width roadway on existing conditions hydrology.

- Model and analyze proposed roadway and drainage improvements on fully developed conditions hydrology, iterate model to develop drainage improvement recommendations.
- Recommend drainage improvements consisting of:
  - Roadway profile
  - Channel cross section and materials
  - Culvert sizing
  - Storm drain systems

8.1.4 Deliverables

- Drainage area map for PS&E package.
- Hydrologic and hydraulic data sheets.
- Stormwater routing sheets documenting proposed flow depths.
- Drainage improvements sizing recommendations.

9. Final Design

9.1. Project Management

9.1.1 Progress and Review Meetings:

- Schedule, prepare for, attend, and document three (3) progress meetings and one (1) review meeting to monitor the development of the project.
  - Bi-weekly progress meetings will be held to discuss design issues and progress of plan production.
  - Review meeting will be conducted at 90% Submittal.

9.1.2 Site Visits - Attend up to five (5) site visits during the final design phase to take photos, field measurements, and a plans-in-hand walk-through.

9.1.3 Coordinate with subconsultants.

9.1.4 Coordinate with City bond right-of-way consultant.

9.1.5 Prepare and e-mail monthly progress reports to City.

9.1.6 QA/QC

- Engineer will perform an internal review prior to all submittals (90% and Final) in accordance with quality assurance standards established for this project. QA/QC comments will be collected from each internal reviewer, documented, and comments addressed prior to each plan submittal to the City.
- City review comments will be documented and addressed after the 90% review meeting. Engineer will create a “Comment Log” in spreadsheet format, documenting the comment and the action taken to resolve the comment.

9.1.7 Project Administration

- Prepare project correspondence and invoicing documents.

9.2. Roadway Design (PS&E)

9.2.1 Prepare plan / profile sheets on 11” x 17” plan sheets at a scale of 1” = 100’ horizontal, and 1” = 10’ vertical. (Start with 30% Rolls)

- In addition to the items included in the preliminary design submittal, the PS&E will consist of the following items:
  - Proposed easement locations (if any)
  - Proposed sidewalk locations

- Proposed residential and commercial driveways
- Horizontal alignment data
- Traffic Control Phasing layouts
- Pavement marking layouts
- Erosion control plans
- Barrier free ramps
- Demolition plan
- Intersection layouts
- Illumination layouts
- Small sign summary
- Standard design details
- TxDOT standards

9.2.2 Analyze all driveways within the project and develop driveway profiles as needed. Driveways will typically be defined vertically by spot elevations.

9.2.3 Develop Final 3D roadway model.

9.2.4 Prepare design cross-sections

- Develop on 50-ft station intervals and at driveway centerlines.
- Show pavement and subgrade, right-of-way limits, side slopes, pavement cross slopes, curbs, and sidewalks.
- Cross-sections will not be provided in the bid documents but will be made available to prospective bidders.

9.2.5 Prepare roadway details to clarify intent of design.

9.2.6 Compile applicable City standard details. Modify standard details as needed.

9.2.7 Pavement Markers and Marking Plans

- Prepare pavement markers and marking layouts in accordance with City design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD).
- Prepare details to clarify intent of design.
- Compile applicable City standard details. Modify standard details as needed.
- Signing layout and design will not be provided.
- List the signs on the TxDOT standard summary sheets together with totals for each mount type.

9.3. Drainage Plans

9.3.1 Plan Production

- Provide Drainage Area Map complete with time of concentration routes, curve numbers calculated as per the Drainage Criteria Manual (DCM) for each drainage area, drainage area denoted in acres, and all necessary points of interest labeled.
- Provide hydrologic and hydraulic data sheets showing the necessary calculations and assumptions.
- Provide drainage channel grading plan (if necessary).
- Provide drainage improvements plans, profiles, and supporting details.
- Provide erosion control plans, details, and SWPPP.
- Provide depth of flow indications for the 100-year design storm within ROW and any corresponding finished floor elevations.

- Provide drainage technical specifications for erosion control methods and any off-site earthwork.
- Evaluate impact of the TCP on surrounding drainage and provide interim drainage plan, if needed.

9.4. Utilities - Public

9.4.1 Water and Sewer Adjustments

- Adjustments to existing water valves and manholes will be specified in the plans. Prepare special utility details to clarify intent of design (if needed).

9.4.2 Compile applicable standard details. Modify standard details as needed.

9.5. Traffic

9.5.1 Traffic Signals

- Traffic signal design will not be part of this scope of work.
- Adjustments to Slide Road and Frankford Ave traffic signals to be coordinated with City of Lubbock Traffic Department.

9.6. ITS

9.6.1 Design and install conduit, cable, and ground boxes for ITS connections of traffic signals.

9.7. Traffic Control Plans

9.7.1 Develop construction sequence plan showing:

- Travel lanes and construction area for each phase of construction.
- Temporary signing and striping, barricades, and other channelization devices.
- Narrative of the sequence of work.
- Public utilities construction phasing (if needed).
- Adjacent property access during construction.

9.7.2 Develop typical TCP cross sections showing lane widths, edge conditions, channelization, and proposed construction area.

9.7.3 Develop TCP typical intersection staging plans for similar intersections. Develop custom intersection staging layouts for special conditions.

9.7.4 Develop TCP typical driveway staging plans for similar driveways. Develop custom driveway staging layouts for special conditions.

9.7.5 Prepare traffic control details to clarify intent of design

9.7.6 Compile applicable TxDOT standard details. Modify standard details as needed.

9.8. Illumination

9.8.1 Design of pavement illumination systems to provide lighting levels in accordance with applicable local codes and Illuminating Engineering Society of North America (IESNA) recommended practices.

9.8.2 Prepare a photometric layout and perform one iteration of the photometric layout based on the City's review.

9.8.3 Prepare illumination construction plans as needed for inclusion in the civil construction documents. The illumination plans will include light pole location data, foundation details, conduit routing, conductor sizing, and electrical service locations.

9.8.4 Provide supporting calculations.

9.8.5 Provide technical specifications for the light poles and fixtures.

9.8.6 Coordinate with local electric service providers for electrical service locations.

9.8.7 Schedule and conduct two (2) meetings with LP&L and/or SPEC and the City to discuss design of the illumination system. Engineer will work to locate overhead utilities such that standard 30, 40' or 50' illumination poles can be installed without conflict with overhead utilities.

9.9. Interim Design Submittal (90%) Deliverables

9.9.1 Submit 90% PS&E in pdf format to the City for review and comment.

9.9.2 This submittal will provide assurance that project scope is addressing project issues, and will allow for design changes with sufficient lead time for minor revisions. Deliverables to be provided with this submittal consist of:

- Typical Sections (100%)
- Title Sheet (100%)
- Index of Sheets (95%)
- Construction Phasing (100%)
- Traffic Control Plan (100%)
- Plan & Profile Sheets (100%)
- Intersection Layouts (95%)
- Hydraulic Analysis (100%)
- Drainage Details (95%)
- SW3P (100%)
- EPIC Sheet (100%)
- Utility Layouts (100%)
- Signing and Striping Layouts (95%)
- Illumination and ITS Layouts (95%)
- Quantities and Summary Sheets (100%)
- Updated Estimate
- Design Cross-Sections (95%)

9.10. Final Design Submittal (Bid Set) Deliverables

9.10.1 Submit an electronic PS&E file submission as required by City consisting of sealed plan sheets and all supporting documents required for bidding.

9.11. Post Bid Submittal Deliverables

9.11.1 Submit one (1) PDF electronic copy of the plan set, specifications, and addenda after the project's bid opening.

10. Bid Phase Support

10.1. Support City during the bid phase to address and respond to questions from prospective bidders.

10.2. Prepare and submit addenda changes that are necessitated by questions during the bid phase.

10.3. Incorporate addenda changes into the Final Plan Set.

10.4. Assist the City in evaluating the bids and prepare a recommendation letter.

11. Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Such services shall include, but are not limited to, the following:

- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Existing water or sanitary sewer relocations
- Proposed water or sanitary sewer installations
- Landscape design
- Irrigation design
- Traffic signal design
- Construction Contract Administration
- Construction Phase Engineer of Record support services
- Construction Phase RPR services
- Design of structural retaining walls
- Preparation for and attendance at public meetings beyond what was identified in the scope
- Furnish additional copies of review documents and/or bid documents more than the number of the same identified above
- Assist the City as an expert witness in litigation about the project or in hearings before approving and regulatory agencies
- Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor

TIME OF COMPLETION

Engineer and Subconsultants are authorized to commence work on the Project upon execution of a mutually acceptable contract and agrees to complete the services according to the following delivery schedule:

- Contract Execution/Notice to Proceed — November 1, 2023
- Design Survey, ROW Mapping, Geotechnical Investigation, SUE, Utility Coordination — March 1, 2024
- Preliminary Design Schematic (30%) — June 3, 2024
- Interim Design (90%) — November 18, 2024
- Final Design (100% complete plan set) — February 1, 2025

- End of Scope Services -

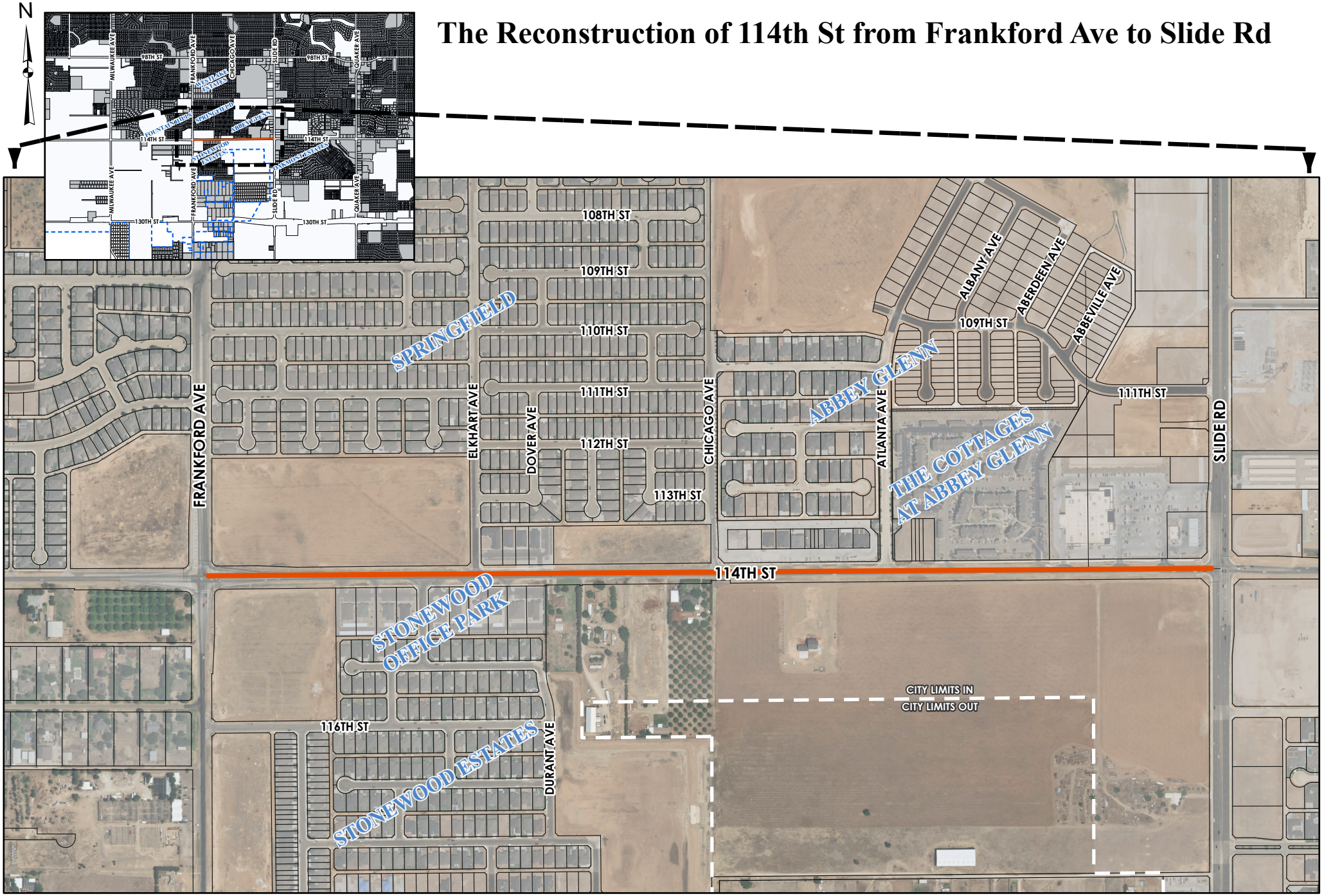
Exhibit B - Fee Schedule
City of Lubbock RFQ #
114th Street - Frankford Ave to Slide Road
9/20/2023

Task No.	Task Name (Lump Sum)	Kimley-Horn	Hugo Reed	Rios	Atlas	Subtotal
1	Design Survey	$ 11,660.00	$ 47,844.00	$ -	$ -	$ 59,504.00
2	Right of Way Survey and Services	$ 17,600.00	$ 130,750.00	$ -	$ -	$ 148,350.00
3	Subsurface Utility Engineering (SUE)	$ 10,600.00	$ -	$ 47,000.00	$ -	$ 57,600.00
4	Geotechnical Investigation	$ 4,500.00	$ -	$ -	$ 13,500.00	$ 18,000.00
5	Franchise Utility Coord./Relocations	$ 78,800.00	$ 19,968.00	$ -	$ -	$ 98,768.00
6	Preliminary Design	$ 258,100.00	$ 30,744.00	$ -	$ -	$ 288,844.00
7	Drainage Analysis	$ 38,000.00	$ 85,660.00	$ -	$ -	$ 123,660.00
8	Final Design	$ 381,560.00	$ 39,608.00	$ -	$ -	$ 421,168.00
9	Bid Phase Support	$ 24,150.00	$ 2,656.00	$ -	$ -	$ 26,806.00
Total Contract Fee		$ 824,970.00	$ 357,230.00	$ 47,000.00	$ 13,500.00	$ 1,242,700.00

Kimley-Horn will perform the services in Tasks 1-9 for the total lump sum fee of $1,242,700.00 inclusive of expenses. Individual task amounts are informational only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. All permitting, application and similar project fees will be paid directly by the Client. Lump Sum fees will be invoiced monthly based on the overall percentage of services performed.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number

The Reconstruction of 114th St from Frankford Ave to Slide Rd



0 500 1,000 2,000 3,000 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 - May 2022

City of Lubbock
Capital Project
Project Cost Detail
October 10, 2023

Capital Project Number:	92820
Capital Project Name:	114th Street: Frankford Ave to Slide Road - 22B

Encumbered/Expended	**Budget**
	$-
Agenda Item October 10, 2023	
Contract 17632 with KHA for Design Services	1,242,700
Encumbered/Expended To Date	1,242,700
Estimated Cost for Remaining Appropriation	
114th Street: Frankford to Slide - 22B ROW Acquisition	957,300
Remaining Appropriation	957,300
Total Appropriation	$2,200,000

CIP 92820 114th Street from Frankford Avenue to Slide Road - 22B

New Roadway Infrastructure

Project Manager: Josh Kristinek - Engineering

Project Scope

This roadway is designated on the 2018 Master Thoroughfare Plan to become a (5-lane) minor arterial. Improvements will also be made to the pedestrian elements as well as the street lighting and the drainage.

Project Justification

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

Project Highlights

Council Priorities Addressed:
Growth and Development
Public Safety
Community Improvement

Project Dates

Design Start Date: 10/2023
Design Completion: 09/2024
Bid for Constuction:09/2024
Award Construction: 11/2024
Project Completion: 05/2026

Project History

Project Location

Project Appropriations

P Works 92820

	2022 - 23 Budget CIP	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Design	$0	$2,200,000	$0	$0	$0	$0	$0
Construction	$0	$0	$13,800,000	$0	$0	$0	$0
TOTAL	**$0**	**$2,200,000**	**$13,800,000**	**$0**	**$0**	**$0**	**$0**

Project Funding

P Works 92820

	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
General Obligation Bonds	$0	$2,200,000	$13,800,000	$0	$0	$0	$0
TOTAL	**$0**	**$2,200,000**	**$13,800,000**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

92820

Description	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Information

Agenda Item

Ordinance 2nd Reading - Wastewater Utility: Consider Ordinance No. 2023-O0119, amending the City of Lubbock Code of Ordinances, Chapter 22, "UTILITIES", to provide for establishing new definitions, delineating sewer line repair and maintenance responsibilities, amending the regulation for City-participation for large mains, and repealing certain inapplicable provisions.

Item Summary

On September 2, 2023, the City Council approved the first reading of the ordinance.

The Public Works Department is recommending amendments to Chapter 22 of the City of Lubbock Code of Ordinances, with regard to replacement of private sewer lateral lines located within public right-of-way (Street or Alley). The proposed change will allow licensed plumbers to work within public right-of-way to fully repair the private sewer lateral line between the house or business structure, and the City main located in the right-of-way.

Under the current ordinance adopted in 2006, licensed plumbers are not allowed to perform this work within the public right-of-way, and these repairs on private lines must be performed by City of Lubbock Pipeline Maintenance Crews. The ordinance prior to 2006 did allow for plumbers to work within City right-of-way to perform this work.

This recommended ordinance will allow for a more timely response to emergency issues with sewer line back-ups on properties, since the plumber will no longer need to involve the City staff to perform this work. In addition, this change will save the City the cost of dispatching crews to perform maintenance on a private sewer lateral line.

Many recent changes have been made to City ordinances that we believe will now allow us to fully evaluate plumbers working within our right-of-way. Today's recommended ordinance requires all contractors to permit any work within the right-of-way. All contractors are required to be bonded and to warranty their work and compaction, within the right-of-way, as well. These recent changes have allowed for better tracking of contractor's activities, and the ability to ensure contractors are doing proper construction methods in the right-of-way. Public Works has verified with the Community Development Department, that funding will be potentially available to qualifying lower-income citizens, for purposes of performing this work.

The other changes within the Chapter 22 Ordinance were made for general clean-up of the ordinance, to match current operations.

Fiscal Impact

This change, once fully implemented, will reduce City operational and capital improvement costs by an estimated $800,000 annually.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
L. Wood Franklin P.E., Division Director of Public Works.

Attachments

Amended Ordinance Chapter 22

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22 "UTILITIES", ARTICLES 22.03 "WATER GENERALLY", 22.04 "WASTEWATER SYSTEM", AND 22.05 "CHARGES FOR EXTENSION OF WATER AND/OR SEWER SERVICE" OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, IN ORDER TO ESTABLISH NEW DEFINITIONS, DELINEATE SEWER LINE REPAIR AND MAINTENANCE RESPONSIBILITIES, AMEND THE REGULATION FOR CITY-PARTICIPATION FOR LARGE MAINS, AND REPEAL CERTAIN INAPPLICABLE PROVISIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City of Lubbock (the "City") has need to create definitions for sewer lines in order to distinguish the difference in sewer line type based on location of the lines, amend Chapter 22 of the Code of Ordinances of the City of Lubbock (the "Code") throughout to provide consistency in terms, and delineate responsibility for repairs and maintenance of those lines; and

WHEREAS, due to ongoing development the City also desires to amend the Code provisions related to City-participation in the cost of large mains in order to help meet the current demands on the City's water and sewer system in conformance with the City's water and sewer master plans; and

WHEREAS, certain provisions of Chapter 22 of the Code no longer conform to current business practices and therefore the City now desires to repeal those provisions; and

WHEREAS, the City Council of the City of Lubbock, Texas deems it in the best interest of the citizens of Lubbock to make the following amendments to Articles 22.03, 22.04, and 22.05 of the Code for the reasons stated above; NOW THEREFORE:

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

SECTION 1. THAT Article 22.03, Section 22.03.018 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.03.018 Tapping mains.

Taps on the water main shall be performed by a city-approved utility contractor with a minimum class C water license as issued by the state. All connections to the city water (distribution) system for residential or other use shall be made in such a way that all water received from the city water system shall be consumed or discharged into an approved sewage disposal system and shall not be intentionally returned to the city water system.

SECTION 2. THAT Article 22.04, Section 22.04.002 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to incorporate new definitions in alphabetical order among all definitions in this Section and to read as follows:

Sec. 22.04.002 Definitions

Sanitary sewer lateral line - A privately-owned sewer pipeline that carries wastewater from a home or business to the public sanitary sewer main. Private line ownership shall be from the home to the connection at the sewer wye, tee or tapping saddle connection on the sanitary sewer main

Sanitary sewer main – A public pipe that captures sewer flow from sanitary sewer laterals from homes or businesses. All sewer wyes, tees or tapping saddle connection are considered a part of the public sanitary sewer main.

Sewer wye, tee, or tapping saddle – The connection point of a privately-owned sanitary sewer lateral line to the sanitary sewer main. This is a part of the public sanitary sewer main.

SECTION 3. THAT Article 22.04, Section 22.04.009 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.04.009 Sanitary sewer lateral line maintenance

(a) The customer shall select a city-approved utility contractor to repair sanitary sewer lateral line connections for residential and commercial land uses. The utility contractor shall be registered with the city's engineering department and shall have a current class II collection license with the Texas Commission on Environmental Quality or be a licensed plumber.

(b) The customer shall be responsible for cleaning, clearing, removing obstructions, maintenance, and operation of the customer's sanitary sewer lateral line from the home, business, facility, or other point of service, to the sewer wye, tee or tapping saddle connection at the public sewer main. The customer shall be responsible for the repair and replacement of the customer's lateral sewer service line from the point of service to the to the sewer wye, tee or tapping saddle connection at the public sewer main

(c) The customer or the customer's contractor shall acquire the proper permits and comply with all applicable laws, ordinances, and polices for the maintenance, repair and operation of this lateral sewer service line. Physical obstructions in the city's alley right of way, such as landscaping, irrigation systems, fencing, or other such surface or subsurface obstructions may potentially be damaged by excavation activity and are prohibited. All repairs and construction of the sewer service line or pavement within City right of way or alleyways shall be performed in accordance with all applicable ordinances and the City of Lubbock Engineering Minimum Design Standards and Specifications.

(d) The customer's utility contractor shall perform the proper one-call notification pursuant to Texas State Utility Code title 5, chapter 251. Such notification requires a 48-hour advance notice before excavation can begin. In addition, prior to excavation, the customer's utility contractor shall complete a permit with the City of Lubbock Right of Way department.

(e) Repairs:

(1) Sanitary Sewer Main: The sewer main repair or replacement shall include all fittings, sewer wye, tee, or tapping saddle.

(2) Sanitary Sewer Lateral Line: When these lines are in need of repair or replacement and are located:

(A) Under paved public streets - The contractor shall bore the sewer service line on grade to a bore pit near the City's sewer main for connection, beginning at the closest curb and moving toward the sanitary sewer main.

(B) Alleyways or rights-of-way may be open cut and repaired by the contractor in accordance with all applicable ordinances, state laws and the City of Lubbock Engineering Minimum Design Standards and Specifications.

(3) Emergency Repairs: An emergency repair request is one where the customer does not have sewer service and the lack of wastewater flows creates a potential health concern. The City of Lubbock shall respond to emergency repairs if the customer's utility contractor determines there is a problem with the connection at the City's sanitary sewer main, and a sanitary sewer overflow is imminent or discharging in the residence or place of business. Once both conditions have been confirmed the utility contractor shall contact the City for emergency repairs of the City's main.

(4) Repair of an existing sewer wye, tee, or tapping saddle: The City shall be responsible for replacing the wye, tee, or tapping saddle if it is found to be inoperable or in disrepair. A contractor of the customer shall not make these repairs. Rather, requests for repair shall be made directly to the water utility department by the contractor making the sanitary sewer lateral line repairs.

SECTION 4. THAT Article 22.04, Section 22.04.045(a) of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.04.045 Sewer service connections.

(a) The customer shall select a city-approved utility contractor to connect lateral sewer connections for residential and commercial land uses. The utility contractor shall be registered with the city's engineering department and shall have a current wastewater collection operator license with the Texas Commission on Environmental Quality, or be a licensed plumber within the State of Texas.

SECTION 5. THAT Article 22.05, Section 22.05.002(e)(1)(A) of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.05.002 Rates.

(e) The pro rata charge to connect to an existing water and/or sewer main shall be the determined pro rata or adjacent main fee, which shall be paid prior to connection to an existing water or sewer main. The adjacent main fee for a project may be divided into sections as necessary so that the adjacent main fee for each section is appropriate for the size and the depth of the water or sewer line and other improvements installed. Unless otherwise determined by the city engineer, the adjacent main fee will not be assessed on sewer mains and that are installed by the city. The adjacent main fee shall be calculated by:

(1) Water:

(A) Utilizing the aggregated, city-wide cost per linear foot value for water line sizes 6 inch - 12 inch including appurtenances (which includes a 12% fee for engineering, testing, inspection, and surveying), which shall be reviewed annually by the city engineering staff; then

SECTION 6. THAT Article 22.05, Section 22.05.008 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.05.008 Cost of large mains may be partially paid by city.

When the water or sewer master plan or other City standards require the extension of a main larger than the need to adequately serve the property or development, the City may participate in the cost of any required upsizing, additional depth, or both. Such costs shall be determined as set forth in Section 22.05.015 of this Code. Water mains larger than eight (8) inches in diameter and sewer mains larger than eight (8) inches in diameter and/or mains required to be buried at a depth of greater than twelve (12) feet, with the approval of the city council. City participation shall be in the form of reimbursement to the developer upon the City's acceptance of the infrastructure.

SECTION 7. THAT Article 22.05, Sections 22.05.010(a)(2), (3)(B), and (c) of the Code of Ordinances of the City of Lubbock, Texas, are hereby amended to read as follows:

Sec. 22.05.010 Developer installation.

(a) Installation by developers by private contract.

(2) Plans and profiles submitted by the developer's engineer shall be inked on standard sheets as per city standard. All known existing or subsurface utility lines and obstructions shall be shown. Upon, and along with, submission of preliminary plans for engineering review by the city, the developer will submit an engineering estimate utilizing the pro rata values currently as outlined in section **22.05.015** to cover the costs of water and/or sanitary

sewer main construction and then deposit with the engineering department a minimum of fifty dollars ($50.00) or one-half of one percent (0.5%), whichever is greater, for water line construction, and minimum of fifty dollars ($50.00) or one-half of one percent (0.5%), whichever is greater, for sanitary sewer main construction to cover the cost of plan review by the city personnel.

Construction shall be defined to include the value of materials and labor to install these materials, in accordance with section **22.05.015**, necessary to complete the proposed water and/or sewer improvements. The engineer preparing the plans and profiles must be a licensed or registered professional engineer in the state, and he must affix his seal and signature to all plans and profiles submitted for construction. In the instance that plans are submitted for re-review containing substantial changes and/or alterations, an additional review fee of fifty dollars ($50.00) or one-half of one percent (0.5%), whichever is greater, for water line and sewer line construction will be assessed.

(3) Inspection fees.

(B) Sanitary sewer main construction.

Upon preliminary approval and before any construction can begin on a sanitary sewer main, a fee of one hundred twenty-five dollars ($125.00) or one and one-half percent (1.5%) of the estimated cost of construction, whichever is greater, will be deposited with the engineering department, and placed in the sewer pro rata fund, to cover the cost of sanitary sewer main inspection by city personnel. The cost of any construction required to be accomplished by city crews will be in addition to the above fees (see subsection (a)(8)).

(c) In an effort to preserve the integrity of utility lines and paved alleyways, the developer shall provide the necessary sewer and water services to the property line to serve all lots within that particular subdivision on new construction, and that do not abut any existing water and/or sewer mains. Where a new subdivision abuts or is adjacent to existing water and/or sewer mains the city will make a per lot basis according to prices included herein.

In the event the developer chooses to make water and sewer service connections to property adjacent to the developer's property and which is owned by another party, the cost of those services shall be paid by the developer and included as part of the refund contract based on the unit prices included herein and estimates made by the engineering department. All refunds will be made in accordance with section **22.05.013**.

All water and sewer service connections are to be constructed to the city design standards and specifications for water and sewer, as same may be amended from time to time. All water and sewer service connections made, with the exception of distribution connections and new construction, will be made solely by a city-approved contractor. On new construction, the developer will be required to install wyes, tees or tapping saddles for sewer connections and extended to the property line.

SECTION 8. THAT Article 22.05, Section 22.05.012 of the Code of Ordinances of the City of Lubbock, Texas, is hereby repealed in its entirety and amended to read as follows:

Sec. 22.05.012 (Reserved).

SECTION 9. THAT Article 22.05, Section 22.05.015 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.05.015 Unit prices used in calculating costs of water and sanitary sewer main extensions.

A unit price list shall be developed and maintained by the city engineer. The unit price list shall be reviewed and adjusted annually to document current prices and costs for water and sanitary sewer mains, appurtenances and related construction labor and shall be considered by the city council annually in conjunction with the city's operating budget, for the purpose of determining the total cost of the extension as provided for in this article. The unit price list shall be used in calculating construction costs for the total cost of the extension for water and/or sanitary sewer mains and appurtenances.

SECTION 10. THAT Article 22.05, Section 22.05.018 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.05.018 Payments by owners in densely populated and other affected areas–Generally.

Where the city council finds that in densely populated areas and in specific locations, due to the absence of water and/or sewer service, the public welfare would be best served by making water or sanitary sewer main extension at its own cost, and after due investigation and consideration, in order to avoid and eliminate extremely unhealthy conditions which are contributing factors to epidemics or to accomplish any other valid public purpose, and where money is available for such purposes, it is the express policy of the city council, when expressed by its resolution, to extend water and sanitary sewer mains into these densely populated or other affected areas without a deposit being required from the property owner.

SECTION 11. THAT Article 22.05, Section 22.05.019 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.05.019 Same–Deferred payments.

(a) When the owner of a single-family dwelling, the area of which does not exceed one acre, and such owner has not secured a water and/or sanitary sewer main extension under this provision within the next preceding twelve-month period, has duly requested, in writing and on forms provided by the director of water utilities, to make water and/or sanitary sewer main extensions abutting the tract of land described in the application, and said parcel of land is connected with city water service or is to be connected with such service upon the completion of the requested

extension, the director of water utilities is authorized to determine the applicable pro rata payment to be made for such extension, and to provide the extension:

(1) When the owner applicant of said parcel of land has paid to the city a minimum initial payment of fifteen (15) percent of the total pro rata charge; and

(2) When the owner of said parcel of land shall have executed a contract with the city creating a valid lien against the parcel of land described in the application, to secure payment of the deferred part of the pro rata charge within thirty-six (36) months, with minimum monthly payments of ten dollars ($10.00) each, the annual unpaid balance to bear six-percent interest, and further providing for accelerated maturity with customary provisions applicable to default in payments; and further providing that the water department is authorized to discontinue water service to the described parcel of land and any premises thereon located, if, for any reason, the water service bill and/or any deferred pro rata charge payment is not paid when due; said contract to contain such other provisions as the city manager may deem expedient and in the public interest. The city manager is further authorized to prescribe and approve the form of application herein provided for, and the form of contract required and such other instruments and requirements as may be deemed necessary or expedient in making the provisions of this section adequately effective.

(b) When the owner/occupant of a single-family dwelling, the area of which does not exceed one acre, and such owner has not secured an extension under this provision within the next preceding twelve-month period, has duly requested in writing, on forms provided by the director of water utilities, to make water and/or sanitary sewer main extensions abutting the tract of land described in the application, and such parcel of land is connected with city water or sewer service or is to be connected with such service upon the completion of the requested extension, the director of water utilities is authorized to determine the applicable pro rata payment to be made for such extension and to provide the extension:

(1) When the owner/occupant establishes to the satisfaction of the director of water utilities that the owner/occupant has an income that does not exceed the amount listed for an equivalent family of very low income on the table for Lubbock, Texas, prepared and distributed annually by the U.S. Department of Housing and Urban Development; and

(2) When the owner of said parcel of land has paid to the city a minimum initial payment of five (5) percent of the total pro rata charge; and

(3) When the owner of such parcel of land shall have executed a contract with the city creating a valid lien against the parcel of land described in the application, to secure payment of the deferred part of the pro rata charge within sixty (60) months, by means of equal monthly payments with the annual unpaid balance to bear six-percent interest, and further providing for accelerated maturity with customary provisions applicable to default in payments; and further provided that the water department is authorized to discontinue water service to the described parcel of any land and any premises thereon located, if, for any reason, the water service bill and/or any deferred pro rata charge payment is not paid

when due; such contract to contain such other provisions as the city manager may deem expedient and in the public interest. The city manager is further authorized to prescribe and approve the form of application herein provided for, and the form of contract required and such other instruments and requirements as may be deemed necessary or expedient in making the provisions of this section adequately effective.

SECTION 12. THAT Article 22.05, Section 22.05.020&(1)(A) of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.05.020 Sanitary sewer main extension without water service; deferred pro rata charge.

If a property owner does not have city water service or does not propose to have city water service, but said property owner desires said city sewer service, then in that event if such property owner is otherwise entitled to a sanitary sewer main extension under this code, then such property owner may secure sewer service (without city water service) upon the election of said property owner to pay the pro rata sewer charge properly chargeable to said property as a deferred pro rata sewer rental charge with the acceptance and approval of such election by the city council upon the following terms and conditions:

(1) Such property owner applicant for sanitary sewer main extension shall agree as follows:

(A) Applicant shall pay fifteen (15) percent of the sewer pro rata charge with the execution of this agreement and shall pay the balance as a deferred pro rata sewer rental charge in equal payments of not less than ten dollars ($10.00) per month spread over a period of not to exceed thirty-six (36) months, each payment being due and payable on the first day of each succeeding month hereafter until the balance, and interest, if any, is fully paid, the annual unpaid balance to bear interest at the rate of six (6) percent per annum until fully paid. Upon failure of applicant to make any such payment as and when same shall become due, it shall, at the option of the city without notice, mature the indebtedness created hereby; and it shall become at once due and payable as to the balance due to the city, plus a reasonably attorney's fee if collection is enforced by or placed in the hands of an attorney for collection or enforcement. In the event of such default in payment by applicant, the city and/or its agents, servants or employees are hereby authorized, without notice to applicant (and applicant expressly waives notice), to disconnect the sewer extension serving applicant's parcel of land and thereafter city shall be under no duty to furnish sewer service to applicant's parcel of land until applicant has paid all moneys due to the city as well as the cost of disconnection and reconnection to the city sewer system as estimated and/or determined by the director of water utilities. Applicant agrees to at all times defend, indemnify and otherwise hold the city, its agents, servants and employees harmless of and from any and all claims, demands, actions, causes of action, suits at law and in equity and costs of whatsoever kind or nature which may grow out of or relate to or in any manner be connected with the making and carrying out of this agreement including but not limited to the construction, reconstruction, maintenance, disconnection, connection and/or reconnection of the sanitary sewer main extension to applicant's parcel of land. Payments

made pursuant to this agreement shall be made in addition to any uniform sewer charge which may be imposed or assessed by the city against property owners in the city.

SECTION 13. THAT should any paragraph, section, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby.

SECTION 14. THAT a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable in accordance with state law and Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

SECTION 15. THAT the City Secretary of the City of Lubbock, Texas, is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative means of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2023.

Passed by the City Council on second reading this _____ day of _____, 2023.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs// OrdAmend_2023 Ch 22 Amendments
7.11.23

AI# 11832
Regular City Council Meeting 5. 17.
10/10/2023:

Information

Agenda Item

Resolution - Water System Operations: Consider a resolution authorizing the Mayor to execute Contract 17513, with the United States Geological Survey, for the operations, maintenance, and validation of various rain and stream flow gauges.

Item Summary

The Texas Commission of Environmental Quality (TCEQ) requires the City of Lubbock to measure stream flow that discharges into Lake Alan Henry. In addition, the City is required to measure Lake Alan Henry's depth. The City will also be required to measure stream flow into future Lake 7. The City already measures stream flows at SE Loop 289 and the Brazos River, for planning purposes.

Under contract with the City, the United States Geological Service (USGS) is currently installing stream flow gauges near the outfalls of the Northwest, South-Central, and South Drainage Systems, which will be used to monitor flows into Lake 7 as well. All the gauges installed for Lake Alan Henry and Lake 7 are maintained and operated by the USGS.

The proposed contract is a continuation of an annual joint funding agreement with the USGS, Oklahoma-Texas Water Science Center, United States Department of the Interior. This annual agreement pays for necessary monitoring, operating, and data validation related to the City's stream flow gauges. The term for the current proposed costs includes services from October 1, 2023, to September 30, 2024. The USGS will fund $8,950 and the City will fund $108,250, for a combined total of $117,250.

Staff recommends awarding Contract 17513 to the USGS for $108,250, which is the City’s portion of the joint funding agreement.

Fiscal Impact

Contract 17513 for $108,250, is budgeted in the FY 2023-24 Water/Wastewater Operating Budget.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Resolution
Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 17513 for a joint funding agreement for water resource investigations, by and between the City of Lubbock and United States Department of the Interior/ United State Geological Survey, of Austin, 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Contract-USGS Joint Funding

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Oklahoma-Texas Water Science Center
1505 Ferguson Lane
Austin, TX 78754

July 12, 2023

Mr. Aubrey Spear
City of Lubbock
PO BOX 2000
Lubbock, TX 79457

Dear Mr. Spear:

Enclosed is one signed scan of our standard joint-funding agreement for the project(s) Oklahoma-Texas Water Science Center Water Resources Investigations, during the period October 1, 2023 through September 30, 2024 in the amount of $108,250 from your agency. U.S. Geological Survey contributions for this agreement are $8,950 for a combined total of $117,200 Please sign and return one fully-executed original to Kandis K. Becher at GS-W-OT_OTFM@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **August 15, 2023**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Marsha Gipson by phone number (682) 444-6392 or email mgipson@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Kandis Becher at phone number (682) 316-5051 or email at kkbecher@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Timothy H. Raines
Director

Enclosure
24SJJFATX033000

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000603
Agreement #: 24SJJFATX033000
Project #: SJ009ME
TIN #: 75-6000590

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2023, by the U.S. GEOLOGICAL SURVEY, Oklahoma-Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Lubbock party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $8,950 by the party of the first part during the period October 1, 2023 to September 30, 2024

(b) $108,250 by the party of the second part during the period October 1, 2023 to September 30, 2024

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www2.usgs.gov/fsp/).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000603
Agreement #: 24SJJFATX033000
Project #: SJ009ME
TIN #: 75-6000590

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name:	Marsha Gipson Branch Chief - North Texas
Address:	501 W. Felix Street Bldg 24 Fort Worth, TX 76115
Telephone:	(682) 444-6392
Fax:	(682) 316-5022
Email:	mgipson@usgs.gov

Customer Technical Point of Contact

Name:	Aubrey Spear
Address:	PO BOX 2000 Lubbock, TX 79457
Telephone:	(806) 775-2585
Fax:	(806) 775-3027
Email:	aspear@mylubbock.us

USGS Billing Point of Contact

Name:	Kandis Becher Budget Analyst
Address:	501 W. Felix Street Bldg 24 Fort Worth, TX 76115
Telephone:	(682) 316-5051
Fax:	(682) 316-5022
Email:	kkbecher@usgs.gov

Customer Billing Point of Contact

Name:	Aubrey Spear
Address:	PO BOX 2000 Lubbock, TX 79457
Telephone:	(806) 775-2585
Fax:	(806) 775-3027
Email:	aspear@mylubbock.us

U.S. Geological Survey
United States
Department of Interior

Signature

By TIMOTHY RAINES Digitally signed by TIMOTHY RAINES Date: 2023.07.12 16:34:02 -05'00' **Date:**

Name: Timothy H. Raines

Title: Director

City of Lubbock

Signatures

By. _____ Date: _____
Name: Tray Payne
Title: MAYOR

By. _____ Date: _____
Name: Courtney Paz
Title: City Secretary

APPROVED AS TO CONTENT

By. Aubrey Spear Date: 7/24/2023
Name: Aubrey Spear
Title: Director of Water Utilities

APPROVED AS TO FORM

By. _____ Date: 7-27-2023
Amy Sims, Deputy City Attorney

Information

Agenda Item

Resolution - Public Works Street Maintenance: Consider a resolution authorizing the Mayor to execute Contract 17565, with West Texas Paving, Inc., for the reconstruction of East 33rd Street and Juniper Avenue.

Item Summary

This project will rebuild the targeted streets by milling and removing 8 inches of existing surface and road base material, and replacing with 6 inches of asphalt stabilized base and 2 inches of hot mix asphalt concrete driving surface.

The boundaries of this project are; East 33rd Street from Juniper Avenue to Locust Avenue, Juniper Avenue from East 34th Street to the existing railroad spur to the north, and Locust Avenue between East 34th Street and East 33rd Street. This project will improve business access for the new Tropical Foods Facility and the adjacent industrial area.

In response to ITB 23-17565-DH, 3 bids were received and opened on September 19, 2023. They were as follows:

Contractor	Bid Amount
West Texas Paving, Inc, Wolfforth, Texas	$425,000
Lone Star Dirt and Paving, Inc., Lubbock, Texas	$558,800
West Infrastructure Construction, Lubbock, Texas	$565,504

Staff recommends award to the lowest qualified bidder, West Texas Paving Inc., of Wolfforth, Texas, for $425,000.

This contract is awarded by the unit price. The total amount of the award is estimated based on expected quantities and actual expenditures may be more or less depending on actual quantities. The price per unit will not change. Time for completion is 45 calendar days with liquidated damages of $1,204.28 for each consecutive calendar day.

Fiscal Impact

Contract 17565 for $425,000, with West Texas Paving, Inc., is funded in Capital Improvement Project 92794, 2023 Street Maintenance program.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Resolution - West Texas Paving
Contract - West Texas Paving
Budget Detail
Project Summary
CIP Detail
Map

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 17565 for 33rd St & Juniper Ave Mill & Relay 6" Black Base & 2" Hot Mix as per ITB 23-17565-DH, by and between the City of Lubbock and West Texas Paving, Inc. of Wolfforth, 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Public Works Contract 17565 33rd St & Juniper Ave Mill
9.21.23

BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT

DATE: 09-19-2023

PROJECT NUMBER: **ITB 23-17565-DH, 33rd St & Juniper Ave Mill & Relay 6" Black Base & 2" Hot Mix**

Bid of West Texas Paving, Inc. (hereinafter called Bidder)

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

Ladies and Gentlemen:

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

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

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **40 consecutive calendar days** with **final completion** of the project within 45 **consecutive calendar days** as stipulated in the specification and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages in the sum of **$1204.28** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$1240.28** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

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

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

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

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

Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the bid submitted as a guarantee that bidder will enter into a contract, obtain all

required insurance policies, and execute all necessary bonds (if required) within **10** business days after notice of award of the contract to him.

City of Lubbock, TX
Public Works
ITB 23-17565-DH
33rd St Juniper Ave Mill Relay 6" Black Base 2" Hot Mix

West Texas Paving, Inc of Wolfforth, TX

#	Items	QTY +/-	U/M	Unit Price	Extended Cost
Base Bid					
#1-1	Patching with Black Base, 6” depth (milling to a depth of 8” with Replacement of 6” Black Base and 2” Type C Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grade (if soft or unstable) to a depth of 8” and replacing with 6” of Black Base and 2” Type C Hot Mix. (All Millings will go to the City of Lubbock.)	6200	SY	$60.00	372,000.00
#1-2	Adjusting existing manhole covers. All City of Lubbock covers Shall be adjusted by contractor to final grade including all labor, Equipment, and material, complete in place.	3	EA	1,000.00	3,000.00
#1-3	Mobilization	1	EA	50,000.00	50,000.00
			Total (Items 1-1 through 1-3):		$425,000.00

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

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

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

Date: 09-19-2023

Darrell Jarnagin

Authorized Signature

Darrell Jarnagin

(Printed or Typed Name)

West Texas Paving, Inc.

Company

10104 Alcove Avenue

Address

Wolfforth, Lubbock

City, County

Texas, 79382

State Zip Code

Telephone: _____ - 833-2882

Fax: (806) - 833-2884

FEDERAL TAX ID or SOCIAL SECURITY No.

75-2028682

EMAIL: marshal@wtxpaving.com

(Seal if Bidder is a Corporation)

ATTEST:

Murleen Jarnagin

Secretary

Bidder acknowledges receipt of the following addenda:

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

M/WBE Firm:

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

City of Lubbock, TX
Capital Project
Project Cost Detail
October 10, 2023

Capital Project Number:	92794
Capital Project Name:	Street Maintenance Program 2023

	Budget
Encumbered/Expended	
Contract 17005, Asphalt patching	$1,447,333
Contract 17006, Concrete Patching	1,954,701
Contract 14517, Pavemant Restoration	773,322
Contract 17054, 2023 Microsurface Project	4,889,807
Misc Bid and ad cost	1,552
Contract 17235, Rebuild Avenue P	1,013,499
Contract 17505 82nd Street Paving repair	628,000
Agenda Items, October 10, 2023	
Contract 17565 East 33rd and Juniper Rebuild	425,000
Encumbered/Expended To Date	11,133,214
Estimated Cost for Remaining Appropriation	
Street Maintenance	13,886,477
Remaining Appropriation	13,886,477
Total Appropriation	$25,019,691

Purchasing and Contract Management

Project Summary

ITB 23-17565-DH
33rd St & Juniper Ave Mill & Relay 6" Black Base & 2" Hot Mix

Notice was published in the Lubbock Avalanche Journal on September 03 & September 10, 2023.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from September 01 to September 19, 2023.
0 individuals attended the pre-bid meeting.
25 vendors downloaded the documents using Bonfire.com.
22 vendors were notified separately.
3 vendors submitted bids.

CIP 92794 Street Maintenance 2023

Upgrade/Major Maintenance

Project Manager: Mike Gilliland - Paved Streets

Project Scope

Various tools are used as preventative maintenance measures for our public roads, among them are Micro-surfacing, asphalt rejuvenation, asphalt milling, asphalt milling and overlay, full or partial depth pavement repair, total reconstruction, patching, crack sealing, concrete joint sealing, and brick street repair.

Project Justification

The project is a preventive maintenance program to help preserve and maintain our street infrastructure. The maintenance program is an essential tool to help extend the useful life of the pavement. Used early in a pavement's life, preventative maintenance corrects small problems before they become big problems, saves money, and improves safety and ride smoothness. At some point, all roads require total rehabilitation as they near the end of their useful life. Total rehabilitation is completed when funding is available.

Project Highlights

Council Priorities Addressed:

Project Dates

Project History

$12,000,000 was appropriated in the FY 2022-23 Budget, Ord. No. 2022-O0136, October 1, 2022. $19,691 was appropriated in the FY 2022-23 Budget, BCR# 2023-16, March 23, 2023.

Project Location

Project Appropriations

P Works 92794

	2022 - 23 Budget CIP	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	$12,019,691	$13,000,000	$0	$0	$0	$0	$0
TOTAL	**$12,019,691**	**$13,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

PW 92794

	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
General Fund Cash	$12,019,691	$13,000,000	$0	$0	$0	$0	$0
TOTAL	**$12,019,691**	**$13,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**

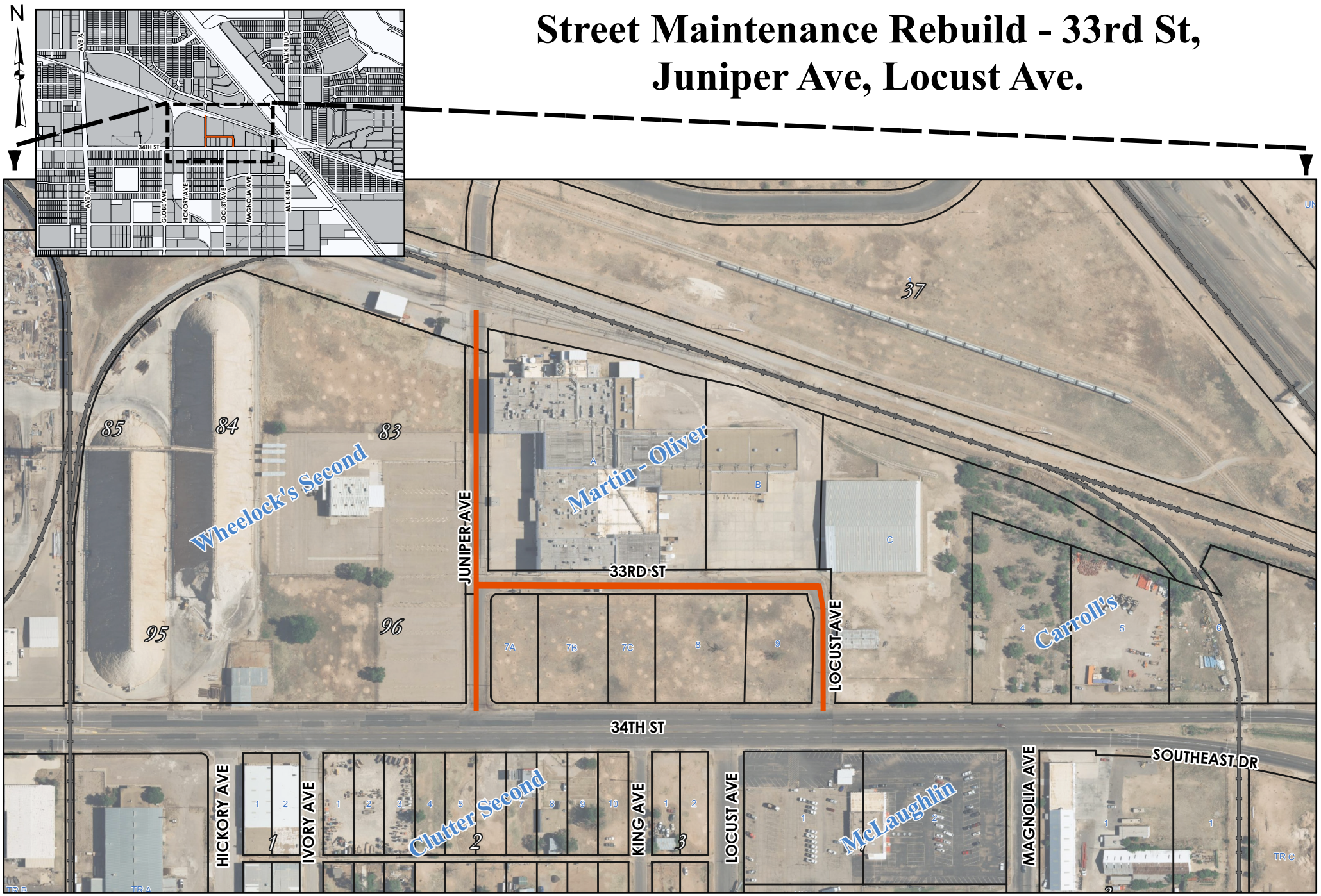
Operating Budget Impacts

Not Provided

Description	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Powered by OpenGov

Street Maintenance Rebuild - 33rd St, Juniper Ave, Locust Ave.



0 250 500 1,000 Feet

Railroad

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 2022

Information

Agenda Item

Resolution - Public Works Traffic Management: Consider a resolution authorizing the Mayor to execute Contract 17480, with Ennis-Flint, Inc., for traffic paint to stripe City thoroughfares and collector streets.

Item Summary

This service contract is for traffic paint material necessary to stripe City thoroughfare and collector streets.

In response to ITB 23-17480-DH, responses were received from 5 companies. The company names, locations, and bids are as follows:

Company	Amount
Ennis-Flint, Inc., Greensboro, North Carolina	$52,300.00
Dalf Eti Inc., Houston, Texas	$67,743.41
Centerline, Grand Prairie, Texas	$69,525,00
One Nation Distribution, Wew Wilmington, Pennsylvania	$70,110,00
Verde Global Corporation, Katy, Texas	$100,505,00

Traffic Management Staff recommends the contract be awarded to the lowest bidder, Ennis-Flint, Inc. for $52,300.

The contract will be for a term of one year, with the option of 2, one-year extensions, with the date of the term beginning upon formal approval. This contract will renew automatically for the additional terms, unless either party gives a 90-day written notice to terminate the contract.

Fiscal Impact

Contract 17460 for $52,300.00, is funded in the FY 2023-24 Operating Budget for Pavement Marking Maintenance.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Resolution
Contract
Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 17480 for the purchase and delivery of paint to be used for the striping of City thoroughfare and collector streets, by and between the City of Lubbock and Ennis-Flint, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract-Ennis-Flint, Inc.
August 11, 2023

City of Lubbock
Contract for
ITB 23-17480-DH
Paint to Stripe City Thoroughfare and Collector Streets

THIS CONTRACT made and entered into this ___ day of _____, **2023**, by and between the City of Lubbock ("City"), and **Ennis-Flint, Inc.** , ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Paint to Stripe City Thoroughfare and Collector Streets** 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 **Paint to Stripe City Thoroughfare and Collector Streets**

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, **Paint to Stripe City Thoroughfare and Collector Streets**, and more specifically referred to as **Items 1-1 through 1-3** on the bid submitted by the Contractor or in the specifications attached hereto.

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

3. The contract shall be for a term of one (1) year, with the option of two (2), one year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.

4. 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.

5. 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.

6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

7. 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.

8. 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.

9. 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.

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 document, this provision shall control.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. **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.

17. 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.

18. 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.

19. 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.

20. 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.

21. This Contract consists of the following documents set forth herein; Invitation to Bid No. 23-17480-DH, 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:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

David Bragg, Director of Traffic Operations

APPROVED AS TO FORM:

Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR

BY Dane Alsabrook
Authorized Representative

Dane Alsabrook
Print Name

4161 Piedmont Parkway, Suite 370
Address

Greensboro, NC 27410
City, State, Zip Code

City of Lubbock, TX
ITB 23-17480-DH
Paint to Stripe City Thoroughfare and Collector Streets

Specifications

1. Scope – The City of Lubbock is seeking bids for traffic marking paint for city streets.
2. General Requirements –
    a. Paint shall meet Federal Specification TT-P-1952F Type II, Fast Dry, 100% acrylic water-borne, lead free traffic marking paint.
    b. Paint is for city street striping and must be suitable for use on concrete and asphalt surfaces.
    c. White and Yellow paint shall be shipped in 250 gallon containers (totes). Totes will be shipped on pallets, shrink wrapped, and on a flatbed truck, for side unloading.
    d. Black paint shall be shipped in 5 gallon sealed containers.
    e. Color match:
        i. Yellow paint shall be an appropriate color match to Federal Standard 595 color number 33538.
        ii. White paint shall be an appropriate color match to Federal Standard 595 color number 37925
        iii. Black paint shall be an appropriate color match to Federal Standard 595 color number 37038.
    f. All paint shall be delivered within fourteen days of receipt of purchase order. Supplier must certify specifications on outside of each container. MSDS sheets must come with each shipment.
3. Requested Quantities
    a. Yellow Paint – 2,200 gallons
    b. White Paint – 2,200 gallons
    c. Black Paint – 100 gallons

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 N/A %, 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 23-17480-DH
Paint to Stripe City Thoroughfare
and Collector Streets
Bid Form

					Ennis-Flint, Inc.
			Location Total		**Greenboro, NC $52,300.00**
#	Item Description	Quantity Required (+/-)	UOM	Unit Price	Total Cost
1					
#1-1	White Traffic Paint	2200	GAL	$11.75	$25,850.00
#1-2	Yellow Traffic Paint	2200	GAL	$11.50	$25,300.00
#1-3	Black Traffic Paint	100	GAL	$11.50	$1,150.00

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 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. N/A 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.

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**

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 Ennis-Flint, Inc. a corporation organized under the laws of the State of North Carolina, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Tax ID No.: 75-2657523

Address: 4161 Piedmont Parkway, Suite 370

City: Greensboro State: NC Zip: 27410

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

Please complete the information below.

By _____ Date: 7/31/2023

Authorized Representative - must sign by hand

Officer Name and Title: Laura Greer, Corporate Secretary

Business Telephone Number (800) 331-8118 FAX: (336) 218-6746

E-mail Address: dl-ts-contracts@ppg.com

Purchasing and Contract Management

Project Summary

ITB 23-17480-DH
Paint to Stripe City
Thoroughfare and Collector
Streets

Notice was published in the Lubbock Avalanche Journal on July 16 & July 23, 2023.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from July 14 to August 01, 2023.
2 individuals attended the pre-bid meeting.
23 vendors downloaded the documents using Bonfire.com.
4 vendors were notified separately.
5 vendors submitted bids.

Information

Agenda Item

Resolution - Solid Waste: Consider a resolution authorizing the Mayor to execute Contract 17498, with Box Gang Manufacturing LLC, for the purchase/services of dumpsters for residential collection service.

Item Summary

Each year the Solid Waste Department purchases dumpsters of varying sizes to replace damaged dumpsters or set dumpsters in areas of new development.

In response to ITB-23-17498-YB, responses were received and opened on August 30, 2023, from the following 2 vendors.

			Box Gang Manufacturing LLC			Roll-Offs USA		
Item	Item Description	Quantity	Unit Price	Total Cost	Delivery Days	Unit Price	Total Cost	Delivery Days
1	2 CY Side Load Container	20	$612	$12,240.	90	$615	$12,300	30 - 60
2	3 CY Side Load Container	250	$672	$168,000	90	$715	$178,750	30 - 60
3	4 CY Side Load Container	25	$766	$19,150	90	$815	$20,375	30 - 60

The City Staff recommends the award to the lowest qualified bidder, Box Gang Manufacturing LLC.

The contract will be for a term of one year, with the option of 4, one-year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need.

Fiscal Impact

Contract 17498 for $199,390, is funded in the Operating Budget of Residential Waste Collection.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Resolution
Contract
Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 17498, as per ITB 23-17498-YB, for the purchase of dumpsters and roll-off containers, by and between the City of Lubbock and Box Gang Manufacturing, LLC, and all 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Senior Assistant City Attorney

RES.Contract No. 17498, Box Gang Manufacturing, LLC
9.26.23

City of Lubbock
Contract for
ITB 23-17498-YB
Dumpsters and Roll-Off Containers

THIS CONTRACT made and entered into this ___ day of **_____, 2023**, by and between the City of Lubbock ("City"), and **Box Gang Manufacturing, LLC** , ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Dumpsters and Roll-Off Containers** 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 **Dumpsters and Roll-Off Containers**

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, **Dumpsters and Roll-Off Containers**, and more specifically referred to as **Items 0-1 through 0-3** on the bid submitted by the Contractor or in the specifications attached hereto.

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

3. The contract shall be for a term of one (1) year, with the option of four (4), one (1) year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.

4. 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.

5. 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.

6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

7. 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.

8. 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.

9. Insurance Requirements

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

Commercial General Liability Requirements: $1M occurrence /$2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products - Completion/OP, Personal and Advertising injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

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. Employer Liability ($1M) is required with Workers Compensation.

* 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.

10. 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.

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. **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.

18. 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.

19. 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.

20. 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.

21. 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.

22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 23-17498-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:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brenda Haney, Solid Waste Director

APPROVED AS TO FORM:

Ryan Brooke, Senior Assistant City Attorney

CONTRACTOR

BY
Authorized Representative

RAFAEL MARRERO
Print Name

16736 E HARDY RD
Address

HOUSTON TX 77032
City, State, Zip Code

City of Lubbock
ITB 23-17498-YB
Dumpsters and Roll-Off Containers

Specifications

1. GENERAL

It is the intent of the City of Lubbock, to secure side loader refuse containers, sizes 2 cubic yard, 3 cubic yard and 4 cubic yard. Side loader refuse containers will be constructed in either steel **OR** durable rotationally molded high density polyethylene (HDPE) dumpsters, in accordance with the attached plans and these specifications for use with collection equipment now in use by the City. The containers shall be delivered to the City of Lubbock painted and ready for use according to the following:

A minimum of 50% of the total quantity must be delivered within 90 days of award of the contract and the remainder must be delivered within 150 days of award of the contract.

Each container must be serialized with the last two numbers of the year of manufacture, the cubic yard size of the container and the sequential number of the container. Serialized numbering will begin with serial number **YY-CY-200 (year-cy size-200).** The serial number 3" (H) x 1-3/4" (W) numbers shall be stenciled on the front and inverted under right lift arm (facing container), with Glossy Black Spray Lacquer.

All materials will be furnished by vendor.

All containers must not exceed cubic yard dimensions for size ordered.

All containers shall be guaranteed for twelve (12) months after delivery against defective workmanship and materials.

Prices bid shall include delivery to 1631 84th Street, Lubbock, Texas 79423 at scheduled times and dates specified by the Solid Waste Services department personnel. Unloading at point of delivery will be done by the City of Lubbock personnel.

The contractor shall protect and save harmless the owner from all and every demand for damages, royalties or fees on any patented invention used by the contractor in connection with the work done or materials furnished under this contract; provided, however, that if any patented materials, machinery, appliance or invention is clearly specified in this contract, then, and in the event, the cost of procuring the rights of use and legal release or indemnity determined and directed to be included in the bid price at the time the proposal is submitted.

2. CONTAINERS

SLANT TOP, SIDE LOADING STEEL CONTAINERS:

All sheet metal shall be hot rolled commercial quality steel.

Container front, rear and sides 12 gauge welded continuously on the interior. Container lids - 14 gauge. **If the container bottom is plastic it shall be high molecular weight polyethylene or 100% recycled rubber/plastic alloy.** The City of Lubbock will accept bottoms produced by Technology Plastics, Inc., Impact Environmental Group, **or approved equal**.

Top perimeter of container to be reinforced by 12 gauge formed channels.

Bottom of the container will be reinforced with two C3 X 4.1 channels located 11" from each side and installed parallel from front to back**.** **See Attachment E**

Lift arm shall be a C4 x 5.4 channel on each side, dimensions shown, welded continuously on top and skip welded on bottom. **See Attachment D** The lift pin shall be extended through and flushed with the back of the channel and also through the 2 gauge reinforcing plate. The pin shall be 1 ½" diameter x 3 ½" long round steer bar and welded all-around as indicated.

Buff plate will be located in front of the lift arm and will be 2" x 3" x 1/4" x 20" long angle iron. The angle will wrap around the corner from the front of the container.

The front, rear and sides of all containers shall be constructed of smooth hot-rolled steel plate and sheets welded on all seams. Welds shall be continuous except where stated to the contrary and shall form a secure bond between metals. Puddling and splattering are unacceptable.

SEE ATTACHMENT F

ROLL-OFF CONTAINERS:

The following are minimum specifications for the heavy-duty rectangular roll-off containers:

Structure:	Sides, Front, and door -7 gauge; Floor ¼ inch plate 45 degree 2 inch taper where side is continuously welded to floor.
Top Rail:	One (1) piece structural tubing 4"x4"x1/4" with inside top corners double plated.
Bottom Rail:	Outside rail understructure 3" structural channel.
Cross members:	3" structural channel floor supports on 16" centers each cross member must be gusseted and welded to long sills.
Long Sills:	6"x2"x1/4" Structural tube with tapered steel bull nose.
Bulkhead:	10 gauge plate fully welded with and reinforced with 9" x 3" x 10 gauge channel.
Doghouse:	10 gauge plate full width.
Vertical Ribs:	5" x 3" x 10 gauge channel on 24" centers fully welded top and bottom – side support.
Rear Post:	9" x 3" x10 gauge channel fully welded.
Knee Brace:	Heavy steel plate ¼" welded in between rear post and last vertical rib at least 3'.
Door Frame:	5" x 3" x 10 gauge formed channel with 3 vertical and 2 horizontal reinforcement (9 panel).
Door hinge:	Hinge plate 3/4" with 1 ½" removable and greaseable pins.
Door locks:	Three (3) latch latching device with three (3) positions; unlock, automatic, lock, on driver side.
Door guide:	½" plate V style door guides to relieve down pressure on latches.
Wheels:	Rear 9" Diameter 12" long with 1" 5/16" greaseable axles with grease fittings; Front skid plates each side.
Rollers:	Rail nose rollers to be 4" Diameter 8" long at front, with greaseable axles.
Push plate:	½" plate
Hook- Plate	¾" Plate 12"x36",Fully welded sill to sill, with 1-1/4" High-Tensile Cable Hook, Inserted thru locked in and fully welded.
Hook:	High-Tensile 1 ¼" plate, hook on front end for front-end pick up.

Welds:	Walls continuously welded to floor on inside and skip welded on outside. All other seams to be continuously welded on inside and skip welded on outside.
Paint finish:	Prime all metal with industrial grade red oxide primer compatible with finish coat. Finish coating to be alkyd enamel, Sherwin Williams Walnut Brown, #SW4009, or approved equal on all metal.
Accessories:	Container will have welded on tarp hooks provided on all vertical supports.
Capacity:	Thirty (30) cubic yards.

SEE ATTACHMENT G

3. CONTAINER BOTTOM

STEEL CONTAINERS:

Container bottom shall be made of 3/16" high molecular weight polyethylene or 100% recycled rubber/plastic alloy, seamless extending a minimum of ten inches up the inside wall of the container. **The City of Lubbock will accept bottoms produced by TPI Plastics, Bryan, TX, or approved equal.**

Dimensions of plastic bottoms from Bryan Container Company are as follows:

3 cubic yard = 47 ½ inches

Specifications for installing plastic bottoms: After construction of metal box with cross members on the bottom, insert plastic bottom from top. To secure plastic bottom to metal container either pop rivet or weld Z bars to side of container.

SEE ATTACHMENT A

4. STEEL TUBULAR LID-STOPPER

STEEL CONTAINERS

Tubular lid-stopper shall be constructed of ¾ " round steel tubing, 16" long with two 4" legs. Legs shall be welded to the steel portion of the container.

SEE EXAMPLE PICTURED IN ATTACHMENT B

LIDS

STEEL CONTAINERS

Lids shall be made in three (3) parts, with the rear lid to be constructed of 16 gauge hot-rolled steel for Side Loading containers and hinged with 3/4" pipe. Front lids shall be plastic, manufactured independent of each other and hinged to rear lid with 1/2" solid steel rod.

Rear lid shall be 15" X 60" constructed of 16 gauge hot-rolled steel for Side Loading containers. Color shall be sandalwood brown or similar color to match existing containers.

Chain attachment shall be connected to the rear metal lid portion and to the side of the dumpster.

SEE ATTACHMENT E

Front lids, 30" long X 29" wide shall be .250" thick and shall weigh seven (7) pounds and be composed of 100% recycled materials. Front edge of lid shall have two (2) finger grips for added stiffening and convenience in opening the lid.

Front lid outside ears shall be slightly thicker to deter splitting of plastic lid. Front lid color shall be black, with the City of Lubbock logo and the letters, "Lubbock, Texas" embossed (molded) on each small lid.

Front lids must be designed with extra high ribs to provide structural strength, durability, and prevent sagging in hot weather. Front lid color and design must match the current lid used by the City of Lubbock.

Front lids must be guaranteed not to chalk, split or crack due to ultraviolet exposure for three (3) years from date of delivery.

When directed by Solid Waste Services, front lids may be requested as: 16 gauge hot-rolled

5. CLEANING

STEEL CONTAINERS

All welds shall be cleaned to bright metals and shall be free of all foreign material, slag, rust, dirt, oil or other material, which will show unevenness after painting. Failure to do so shall be cause for rejection until deficiency is correct.

6. PAINTING

STEEL CONTAINERS:

Containers shall be painted inside and outside with a two (2) coat system consisting of a corrosion inhibitive fast drying primer followed by a high gloss enamel finish coat. Primer coat shall be a fast dry zinc chromate. The finish coat shall be a high gloss, quick drying enamel. Finish color shall be sandalwood brown or similar color, selected by the owner, to match existing containers. Sample color will be furnished. Paint must be approved by the owner before any containers are shipped.

The above paint shall be applied on the interior and exterior of the container. Paint shall be clean and free from foreign material and shall be applied evenly without runs or sags.

Paint shall be guaranteed for one year against cracking, checking or loss of adhesion and appreciable color change or chalking of the finish coat or paint.

APPLICATION

1. Mix and apply coating according to manufacturer's printed instructions.

2. Apply coatings to obtain a thickness of 4 dry mils.

3. Allow coating to cure before transporting to avoid damage.

4. Use wet film gauge during application to assure proper film thickness is applied.

5. Apply additional costs as needed to obtain specified dry film thickness.

INSPECTION

1. Inspect all surfaces for runs, sags and holidays. Repair as necessary to obtain an acceptable finish.

2. City personnel will check dry film thickness to verify that it conforms to the mil thickness of the coating systems specified herein. INSUFFICIENT mil thickness will require recoating at the expense of the Contractor. Dry film thickness readings shall be taken at random locations at the rate of about five readings per hundred square feet of surface with at least one reading per surface. The average of all readings for a given area or surface shall equal or exceed the dry film thickness specified and no individual readings shall be more than 20 percent below the specified thickness. Any areas, that are found to be below standard, shall be marked and recoated, at the Contractor's expense, to obtain the proper film thickness. The City reserves the right to monitor the construction of the containers, which includes visiting the site of the Contractor and verifying that all specifications are being complied with.

3. Any characteristics of the film that the City personnel deems unacceptable, either during construction or before acceptance, shall be remedied by the Contractor, at the Contractor's expense.

COATING SYSTEMS

Prime Coat: Vendor can select from attached list any primer that has VOC's of 450 or less.

Finish Coat: High gloss, quick drying enamel @ 2 dry mils
Finish coat color is sandalwood brown or similar color to match existing containers

SEE ATTACHMENT C

7. SPECIFICATIONS VARIATIONS

Variations from these specifications and/or attached drawing WILL NOT BE ACCEPTED

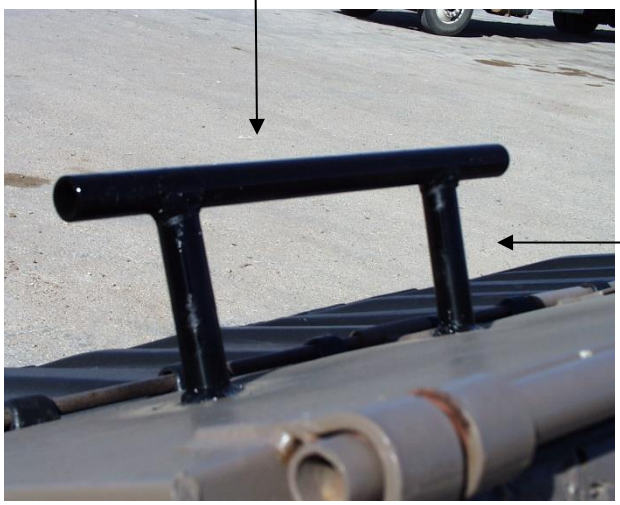
ATTACHMENT A

TPI Bottom, Installed

Dura-Bottom, Installed and Loose

ATTACHMENT B

16” (3/4” round steel tubing)



4” (¾ round steel tubing)

Pipe dimensions = 3/4 “ round steel tubing

ATTACHMENT C

MPI Approved Products List

MPI # 95 Primer, Quick Dry, for Aluminum

A solvent based, alkyd or modified alkyd Q.D. anti-corrosive primer for use on prepared interior and exterior aluminum surfaces. This primer is used as part of a system for items in residential, commercial and industrial locations that are exposed to light corrosive environments. This primer will be finish coated with conventional latex and alkyd paints as well as MPI #81 & 96 Quick Drying Enamels and for interior surfaces MPI # 151,153 or 154 W.B. Light Industrial Coating (formerly MPI #110) or for exterior surfaces MPI #161,163,164 W.B. Light Industrial Coating (formerly MPI #110).

*[Characteristics reviewed include corrosion resistance and dry time. See MPI **'Evaluated Performance'** Specs for complete details, specific requirements, and/or reference specs.]*

MPI VOC Ranges (grams/L)	E3 <401 g/l	E2 401 - 450 g/l	E1 451 - 550 g/l	E '0' - outside range, n/a - unavailable

✔ meets GPS-1 , ✔ meets MPI GPS-2 for Standard Category: Rust Preventative Coatings ✔ meets RG (OTC or EC) ✔ meets LEED 2009 (excluding LEED for schools)

Listing Mfr	Label	Product Name	Code				GPS-1	GPS-2
Diamond Vogel	Iron Prime 600	Fast Dry Universal Primer	LU-1500	E 3	✔			
Dunn-Edwards	Galv-Alum Premium	Interior/Exterior Non-Ferrous Metal Primer	GAPR00-1	E 3	✔			
Noroo Paint & Coatings	Noroo Paint	Anti-Corrosive QD Primer (MPI 95)		E 2				
Rodda Paint	Professional Maintenance	Barrier III HS	708295	E 3			✔	
Rust-Oleum	Zinsser	Allprime Oil Base Primer Sealer & Stain Blocker (Int/Ext)	3650/51/54	E 3	✔			
Rust-Oleum	Zinsser	Cover Stain High Hide Alkyd Base Int/Ext	262764/65/66	E 3	✔	✔	✔	✔

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ATTACHMENT D

Preferred placement for reinforcing side plate.

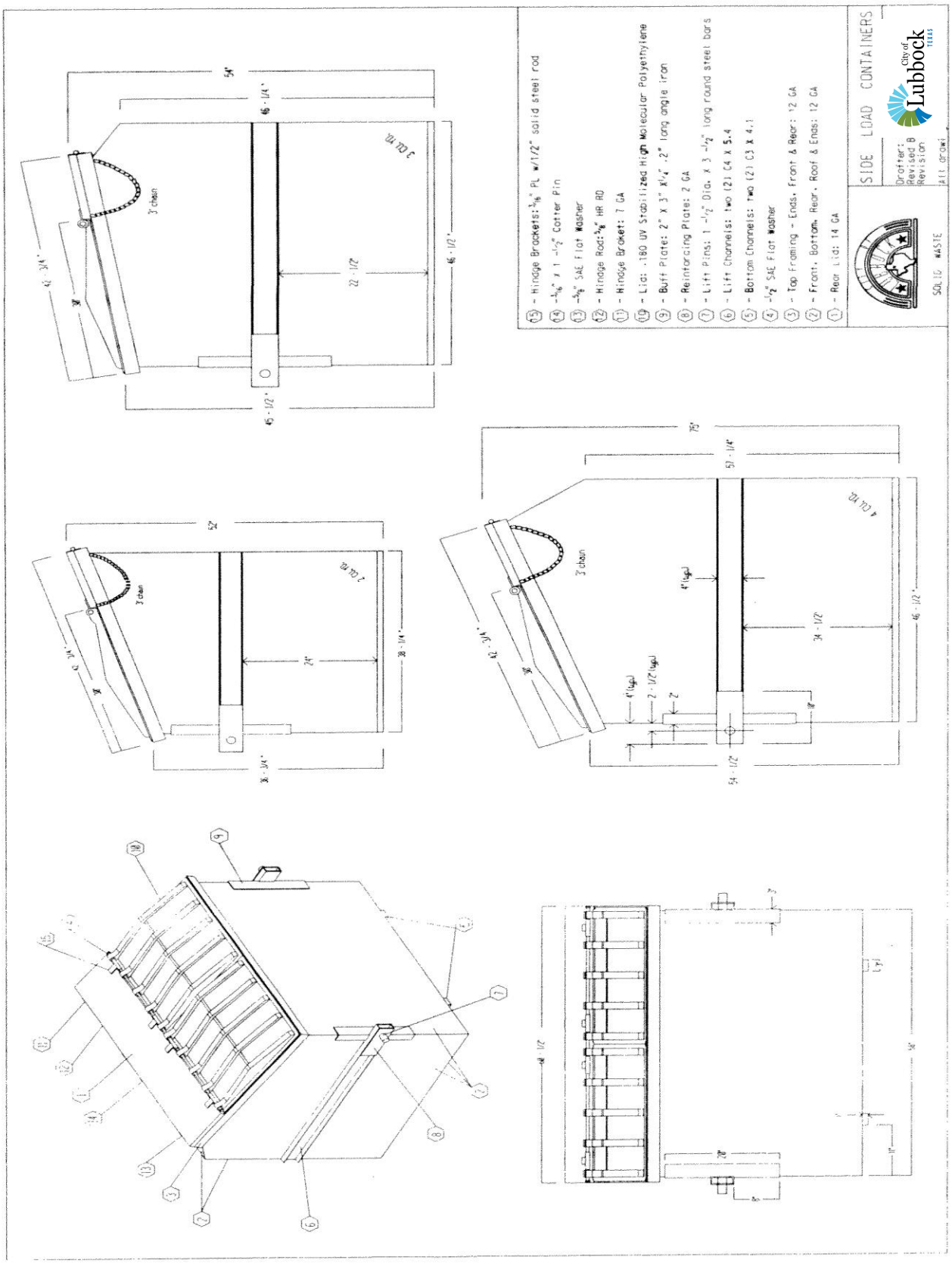
Incorrect placement for reinforcing side plates.

ATTACHMENT E

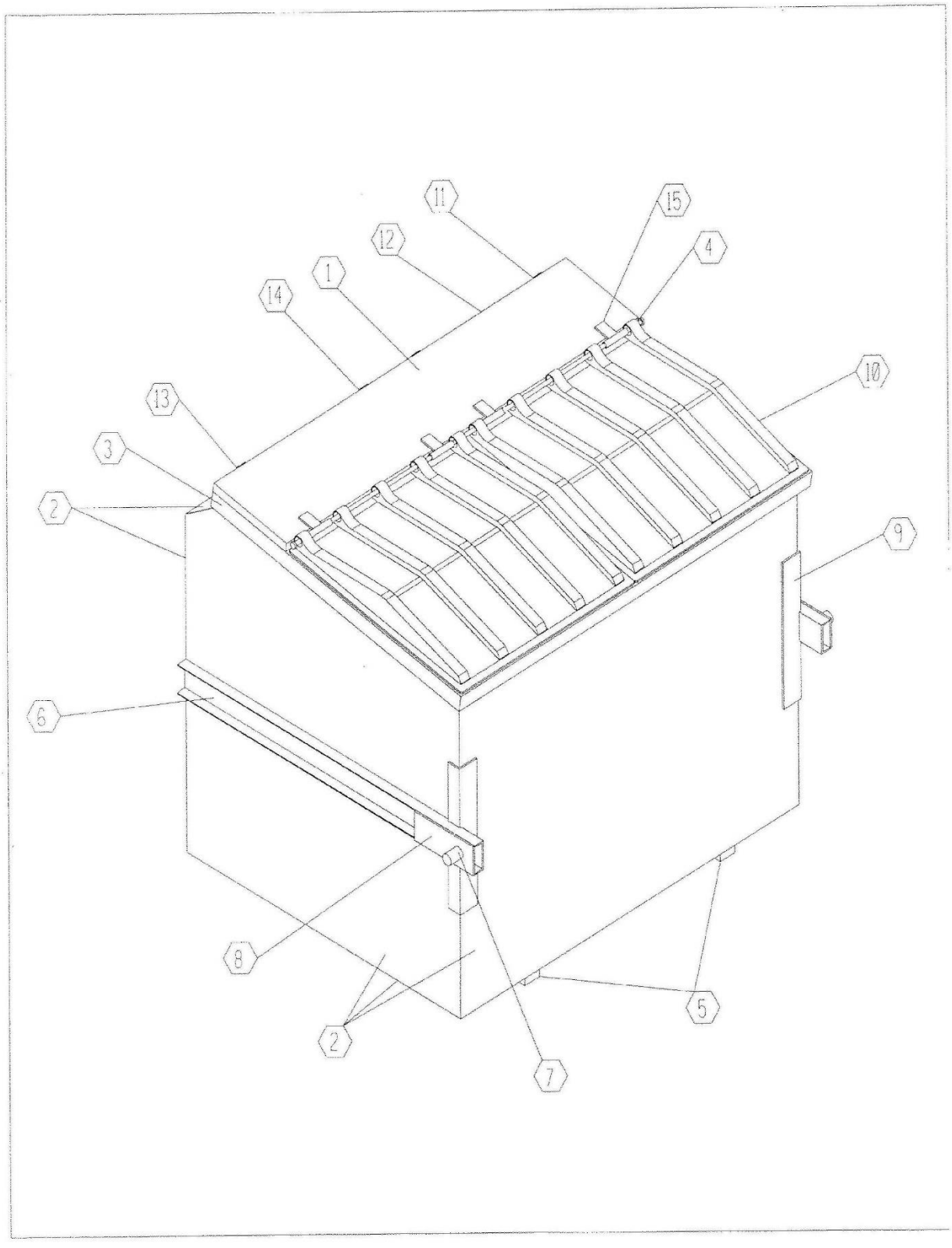
Preferred placement of Bottom Channels.

Chain attachment - metal lids portion to side of dumpster.

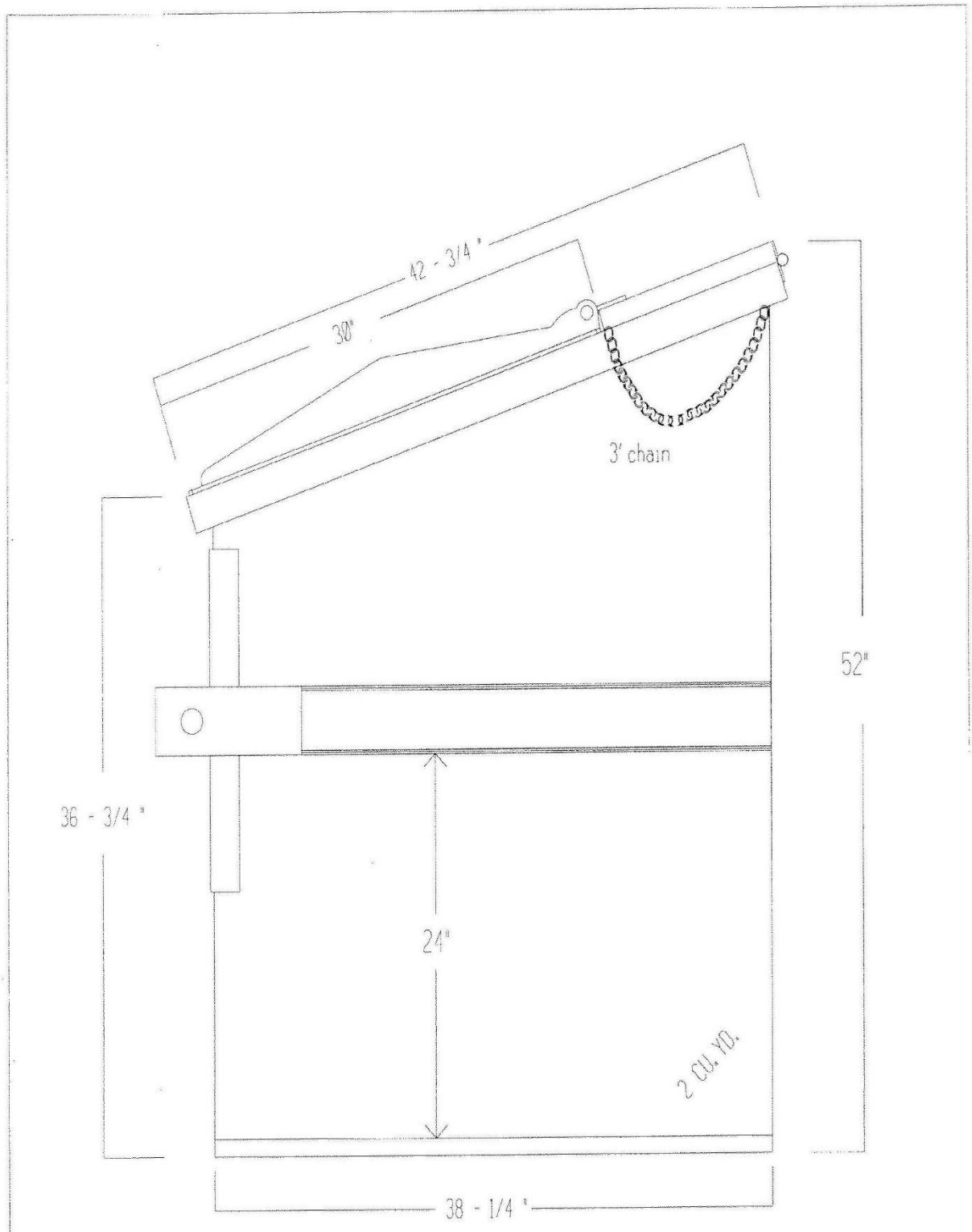
ATTACHMENT F



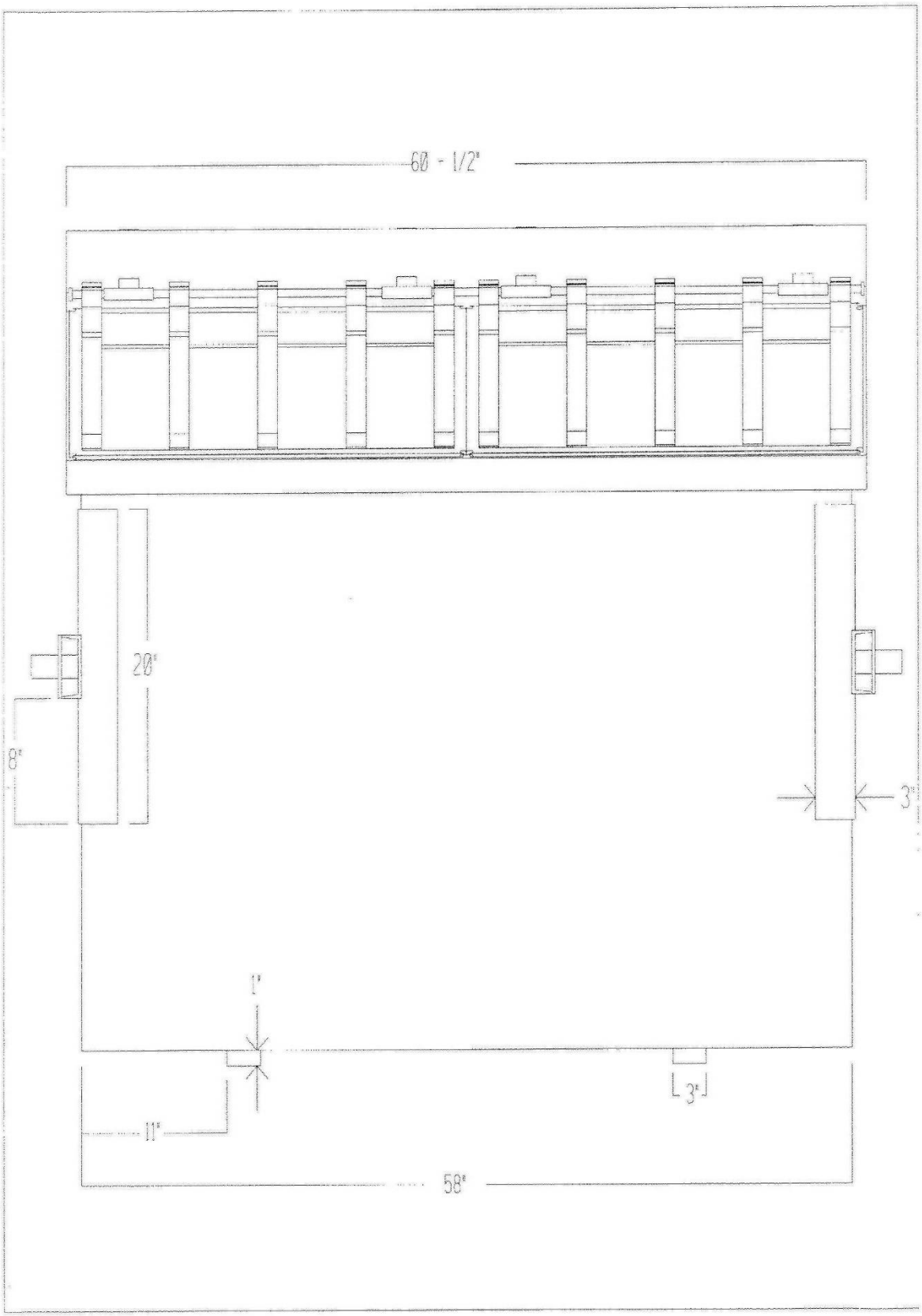
ATTACHMENT F, cont.



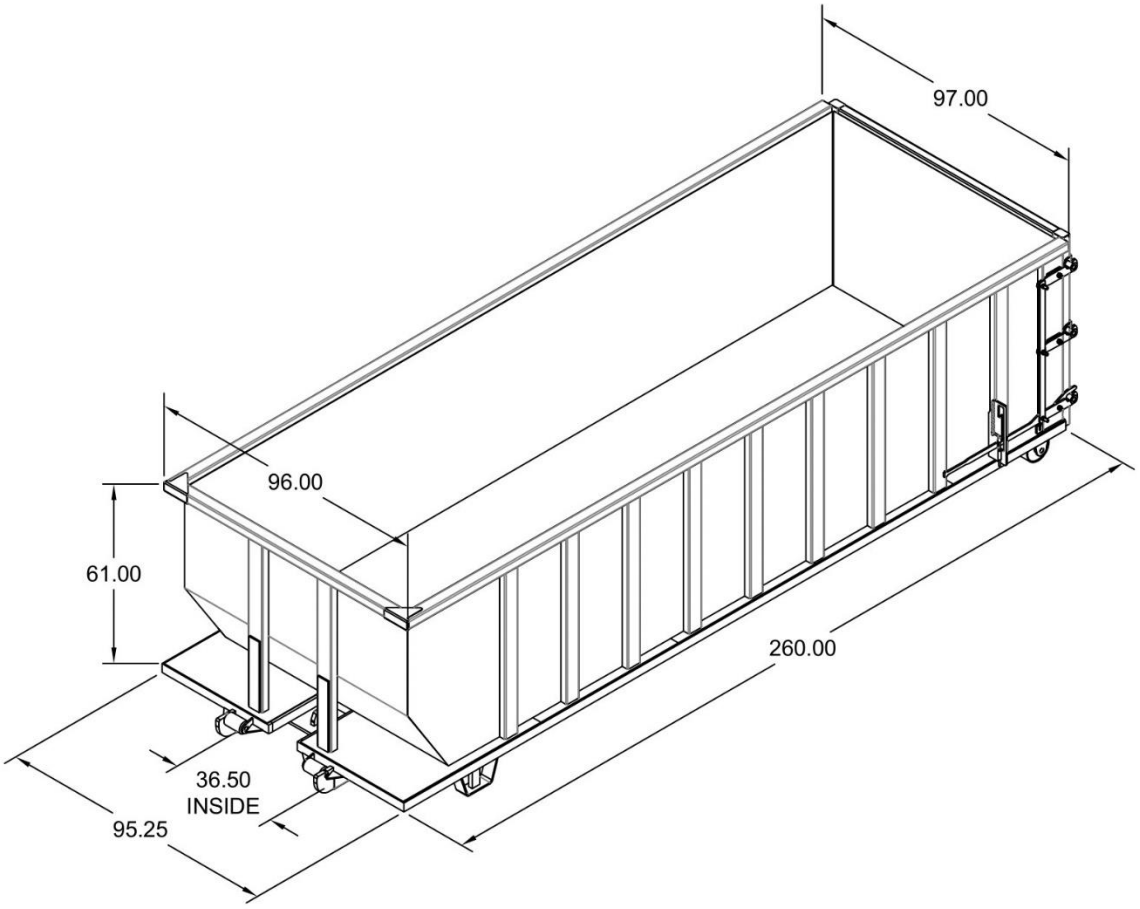
ATTACHMENT F, cont.



ATTACHMENT F, cont.



ATTACHMENT G



30 YARD RECTANGLE 2019

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

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

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

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

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

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 30 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 23-17498-YB
Dumpsters and Roll-Off Containers
Bid Form

				Box Gang Manufacturing LLC		
			Location	**Houston, TX**		
			Total Cost	**$199,390.00**		
#	Item Description	Quantity Required (+/-)	UOM	Unit Price	Total Cost	Delivery Days ARO
#0-1	2 Cubic Yard Side-Load Refuse Containers Constructed in Steel - Per Specifications	20	EA	$612.00	$12,240.00	90
#0-2	3 Cubic Yard Side-Load Refuse Containers Constructed in Steel - Per Specifications	250	EA	$672.00	$168,000.00	90
#0-3	4 Cubic Yard Side-Load Refuse Containers Constructed in Steel - Per Specifications	25	EA	$766.00	$19,150.00	90

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_____ 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.

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**

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 Box Gang Manufacturing LLC a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of Houston

Tax ID No.: 47-5269235

Address: 16736 E Hardy Rd

City: Houston State: TX Zip: 77032

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

Please complete the information below.

By _____ Date: 29 Aug 23

Authorized Representative - must sign by hand

Officer Name and Title: Rafael Marrero President

Business Telephone Number 713-742-5555 FAX: _____

E-mail Address: rafael@boxgangmfg.com

Purchasing and Contract Management

Project Summary

ITB 23-17498-YB
Dumpsters and Roll-Off Containers

Notice was published in the Lubbock Avalanche Journal on August 13 & August 20, 2023.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from August 11 to August 30, 2023.
22 vendors downloaded the documents using Bonfire.com.
4 vendors were notified separately.
2 vendors submitted bids.

Information

Agenda Item

Ordinance 1st Reading - Building Safety: Consider an ordinance amending Article 2.03, Division 13, of the City of Lubbock Code of Ordinances, regarding the duties and responsibilities of the Model Codes and Construction Advisory Board.

Item Summary

This ordinance amending Sections 2.03.453 and 2.03.455 of the Code of Ordinances of the City of Lubbock, will revise the duties, qualifications, and responsibilities of the Model Codes and Construction Advisory Board to allow more flexibility with recruitment and retention of board members.

The Model Codes and Construction Advisory Board is tasked with the responsibility to review the technical provisions of the national model construction codes periodically proposed by City staff for adoption or amendment, and to forward its recommendations to the City Council for final consideration and action.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Robert Wallace, Division Director of Development Services

Attachments

Ordinance - Model Codes and Construction Advisory Board

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 2.03, DIVISION 13 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS WITH REGARD TO AMENDING THE QUALIFICATIONS OF THE MODEL CODES AND CONSTRUCTION ADVISORY BOARD MEMBERS; AMENDING THE CONDUCT OF MEETINGS OF SAID BOARD; AMENDING THE SCOPE OF DUTIES OF SAID BOARD; PROVIDING FOR A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas deems it in the best interest of the citizens of the City of Lubbock to protect their health, safety, and welfare to make the following amendments to Article 2.03, Division 13 of the Code of Ordinances of the City with regard to amending the qualifications of the model codes and construction advisory board members; amending the conduct of meetings of said board; amending the scope of duties of said board; and

WHEREAS, the City Council hereby exercises its authority under Article 11, Section 5, of the Texas Constitution as a home rule city to enact regulations not inconsistent with the general laws of the State of Texas in the interest of the health, safety and welfare of the citizens of the City of Lubbock; **NOW THEREFORE:**

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

SECTION 1. THAT Section 2.03.453 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

§2.03.453 **Members; qualifications; tenure.**

(a) The board shall be composed of thirteen (13) members, including twelve (12) standing members who shall be appointed by the city council, and one (1) "technical alternate" position to be selected by the board (depending on the subject matter of the proposed amendment or code) from a list of various technical experts recommended by city staff and approved by the board.

(b) Members of the board shall include:

(1) An active builder of single-and/or two-family housing with builder membership in the West Texas Home Builders Association;

(2) A Texas-licensed architect in the City of Lubbock;

(3) A commercial general contractor active in the City of Lubbock;

(4) A current building facilities manager for a major institutional or educational facility within the jurisdiction of the City of Lubbock

(example: University Medical Center, Covenant Health Systems, school district, or facilities of similar use and magnitude);

(5) An owner or management company representative of multifamily housing with membership in the Lubbock Apartment Association;

(6) A citizen of the City of Lubbock;

(7) Two (2) Texas-licensed engineers in the City of Lubbock, with preference given to a structural engineer;

(8) A Texas-licensed HVAC contractor in the City of Lubbock;

(10) A Texas-licensed electrician in the City of Lubbock;

(11) A Texas-licensed plumber in the City of Lubbock;

(12) A developer in the City of Lubbock; and

(13) A technical alternate, who shall be a working representative of the trade or profession directly affected by the particular area of the code provisions under consideration at the time, with preference given to individuals representing the requisite local trade or professional organization/association.

(c) In order to ensure appropriate representation of the broadest possible cross-section of the community, every attempt will be made to limit dual representation of any organization, business entity, trade group, or profession among the board members, except as specifically set forth in the member qualifications. Areas of technical expertise for the technical alternate position include, but are not necessarily limited to, life safety, fire protection, plumbing, electrical, mechanical, structural, and general building (nonstructural). Where appropriate, depending upon the code provision(s) under consideration, the technical alternate shall be drawn from the one-and two-family construction sector or the commercial construction sector.

(d) Initially, four members shall be appointed to two-year terms, four members shall be appointed to three-year terms, and four members shall be appointed to four-year terms. Future appointments shall be for a term of three (3) years or the remainder of an unexpired term. All members appointed shall be resident citizens of Lubbock or representatives of the City of Lubbock business community at the time of their appointment and during their term of office.

(e) Subsequent to the appointment of the first standing members, the board shall elect from their membership a chairperson and vice-chairperson. The chief building official and the fire marshal, or their designees, shall serve in an advisory capacity as ex-officio members of the board.

SECTION 2. THAT Section 2.03.454(a) of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

§2.03.454 **Conduct of meetings; quorum.**

(a) Board meetings will be held as necessary when presented with a staff or board proposal to adopt or amend one or more model codes. A simple majority shall constitute a quorum. The board will make every effort to invite testimony from all affected parties and technical experts before voting to recommend adoptions or amendments to the codes.

SECTION 3. THAT Section 2.03.455 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

§2.03.455 **Scope of duties; responsibilities.**

(a) The board is charged with the responsibility to review the technical provisions of the national model construction codes periodically proposed by city staff for adoption or amendment, and to forward its recommendations to the city council for final consideration and action.

(b) In performing its duties, the board shall solicit and give due regard to the input of affected parties, including those not associated with the construction industry, subject-matter experts, and particularly city staff charged with the administration of the regulations under consideration. The board shall also solicit input and assistance through available trade organizations and professional associations representing the technical areas governed by the model code requirements under consideration.

(c) Where not otherwise prohibited by law, the board may consider local amendments to the national model codes, whether proposed by city staff or other parties. In considering any such amendments, the board shall use the national model codes as a baseline, and shall exercise appropriate due diligence, as well as compliance with any federal or state mandate to adopt or maintain a certain code. In deliberating the appropriateness of local amendments, due regard shall be given to the potential effect on the public health and safety, the continued maintenance and long-term viability of the city's building stock, the impact on economic development and housing affordability, the maintenance of parity and equity with other jurisdictions, and the potential effects on insurance ratings.

(d) Local amendments that may be construed as reducing safety levels below that established by the unamended model codes, as determined by appropriate city staff, shall be accompanied by the board's comments when forwarded to the city council for final consideration. The city official charged with the administration

of the amended provision may prepare a full report and recommendation to the city council.

SECTION 4. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

SECTION 5. 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 6. 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Robert Wallace, Director of Development Services

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

AI# 11981
Regular City Council Meeting 5. 22.
10/10/2023:

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Job Order Contract TX-PH-GC-101619-WRC, with WR Construction, Inc., for the installation of the chain link fencing around the north and west sides of the Lubbock Animal Shelter.

Item Summary

The scope of the contract includes demolition of a 25-foot chain link gate and approximately 155 linear feet of chain link fencing with barbed wire, and installation of approximately 800 linear feet of new galvanized chain link fencing with barbed wire, installation of a 25 foot-wide cantilever roll gate with electric gate operator, and installation of approximately 130 linear feet of salvaged black vinyl coated chain link fencing and privacy slats.

The contract with WR Construction, Inc. is made through the Sourcewell Purchasing Cooperative using an electronic system, known as EZIQC, to access indefinite quantity construction contracts (job order contracts) that are competitively bid to accomplish maintenance, repair, and minor new construction. The contracts are based on a pre-set price book otherwise known as a Construction Task Catalog (CTC) provided by Gordian. Sourcewell is a Service Cooperative and governmental agency created by Minnesota Statute 123A.21 to enable participating governmental agencies to reduce the cost of goods and services by leveraging their combined purchasing power. Texas Government Code Chapter 791 allows political subdivisions of Texas to contract with another political subdivision of Texas or another state to purchase goods and services. Pursuant to Texas Local Government Code Chapter 271.102, participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids.

Fiscal Impact

This contract for $61,079.34, is funded in Capital Improvements Project 92793, LAS Security Fence.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Mark Zavicar, Director of Facilities Management

Attachments

Resolution
Work Order

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Job Order Contract No. TX-PH-GC-101619-WRC for fence replacement at the Lubbock Animal Shelter, by and between the City of Lubbock and W.R. Construction, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract-W.R.Construction Inc.
September 25, 2023

GORDIAN®

Work Order Signature Document

Sourcewell EZIQC Contract No.: TX-PH-GC-101619-WRC

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.:	121264.00	Work Order Date:	09/20/2023
Work Order Title:	City of Lubbock- Animal Shelter Fence Replacement		
Owner Name:	SOUTHWEST - City of Lubbock	Contractor Name:	W.R. Construction, Inc.
Contact:	Ray Perez	Contact:	Jayson Robinson
Phone:	(806) 544-9981	Phone:	

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No TX-PH-GC-101619-WRC.

Brief Work Order Description:

New fencing around the rear of the Animal Shelter.

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $61,079.34

Owner Purchase Order Number:

Approvals

Ray Perez Digitally signed by Ray Perez DN: C=US, E=180815@mylubbock.us, O=Facilities Management, OU=City of Lubbock, CN=Ray Perez Date: 2023.09.21 11:58:01-05'00'

Owner Date

Contractor 09/21/2023

Date

Tray Payne, Mayor

Mitch Satterwhite, First Assistant City Attorney

Courtney Paz, City Secretary

Erik Rejino, Assistant City Manager

Detailed Scope of Work

To: Jayson Robinson
No Data Input
No Data Input
No Data Input,
No Data Input

From: Ray Perez
SOUTHWEST - City of Lubbock
1625 13th st
Lubbock, TX 79401
(806) 544-9981

Date Printed: September 20, 2023

Work Order Number: 121264.00

Work Order Title: City of Lubbock- Animal Shelter Fence Replacement

Brief Scope: New fencing around the rear of the Animal Shelter.

☐ **Preliminary**	☐ **Revised**	☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

: Install about 830 feet of new 6-foot chain-link fence with 9-gauge fabric, 3 strands of barbwire, 2 3/8-line posts schedule 40 on 8-foot centers, Set 3 foot in concrete. Terminal posts 2 7/8 schedule 40 set 3 foot in concrete top rail 1 5/8 schedule 40. Install 150 feet of reusing fabric, install new posts and a new 25 cantilever gate with operator and controls. Demo about 150 feet of chain-link fence. Reuse fabric on the front and dispose of whatever is not useable. Excludes- Tax, All Electrical Connections, and demo of the steel pipes and cable

Subject to the terms and conditions of JOC Contract **TX-PH-GC-101619-WRC**.

Contractor _____ Date 09/21/2023

Ray Perez Digitally signed by Ray Perez
DN: C=US, E=180815@mylubbock.us, O=Facilities Management, OU=City of Lubbock, CN=Ray Perez
Date: 2023.09.21 11:59:05-05'00'

Owner _____ Date _____

Contractor's Price Proposal - Summary

Date: September 20, 2023

Re:

IQC Master Contract #:	TX-PH-GC-101619-WRC
Work Order #:	121264.00
Owner PO #:	
Title:	City of Lubbock- Animal Shelter Fence Replacement
Contractor:	W.R. Construction, Inc.
Proposal Value:	$61,079.34

Section - 01	**$1,375.00**
Section - 32	**$59,704.34**
Proposal Total	**$61,079.34**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: September 20, 2023

Re:
IQC Master Contract #: TX-PH-GC-101619-WRC
Work Order #: 121264.00
Owner PO #:
Title: City of Lubbock- Animal Shelter Fence Replacement
Contractor: W.R. Construction, Inc.
Proposal Value: $61,079.34

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			
Section - 01						
1	01 22	16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	$1,375.00
				Installation	Quantity 1,250.00 x Unit Price 1.00 x Factor 1.1000 = Total 1,375.00	
Subtotal for Section - 01						**$1,375.00**
Section - 32						
2	32 31	11 00 0014		EA	800 LB Capacity, Up To 22' Wide Gate, 1 HP Motor, 115 Volt AC, Single Gate, Swing Gate Operator (DKS™ DoorKing® 6500)Includes one primary operator with a 22' wide and 800 LB gate capacity.	$8,320.30
				Installation	Quantity 1.00 x Unit Price 6,577.83 x Factor 1.2649 = Total 8,320.30	
3	32 31	13 13 0147		LF	6' Galvanized Chain Link Fence, 9 Gauge Coiled Spring Mesh, Top And Bottom Rails, 2-1/2" Line Post At 10' On Center, 3" Corner Post	$41,070.80
				Installation	Quantity 830.00 x Unit Price 39.12 x Factor 1.2649 = Total 41,070.80	
4	32 31	13 13 0176		LF	6' Full Height Fabric Galvanized Chain Link #9 Gauge, 1.2 Oz Coating, 2" Mesh	$2,250.26
				Installation	Quantity 150.00 x Unit Price 11.86 x Factor 1.2649 = Total 2,250.26	
5	32 31	13 13 0657		EA	Barbed Wire Extension Arms 3 Strands (Single Arm)	$8,062.98
				Installation	Quantity 830.00 x Unit Price 7.68 x Factor 1.2649 = Total 8,062.98	
Subtotal for Section - 32						**$59,704.34**

Proposal Total **$61,079.34**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor of the City of Lubbock to execute Contract No. 17628, a Community Development Block Grant Funding Agreement, and all related documents, by and between the City of Lubbock and the U. S. Department of Housing and Urban Development, for the funding of public service activities, non-public service activities, housing, direct delivery of services, and administration.

Item Summary

This is a contract for Community Development Block Grant (CDBG) funding from U.S. Department of Housing and Urban Development (HUD). The funds will be used for public service activities, non-public service activities, housing, direct delivery of services, and administration.

The Community Development & Services Board (CDBG) held a public hearing and public board meeting on June 21, 2023, to discuss and approve the 2023 Action Plan draft. The Action Plan is the document that was submitted to HUD, and serves as the City's application for, and proposed use of CDBG Grants. HUD has reviewed and approved this Action Plan.

Fiscal Impact

There is no fiscal impact on the General Fund involved with this contract. The funds used originate from HUD. The maximum allocation of this grant is $2,245,749.

Staff/Board Recommending

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

Attachments

Resolution
Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 17628, a Community Development Block Grant Funding Agreement by and between the City of Lubbock and the U. S. Department of Housing and Urban Development for the funding public service activities, non-public service activities, housing, direct delivery of services, and administration, and all 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____
Amy L. Sims Deputy City Attorney

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424)	3a. Grantee's 9-digit Tax ID Number	3b. Grantee's 9-digit DUNS Number
City of Lubbock	756000590	LXDNEKWRVKJ6 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) Po Box 2000 Lubbock, TX 79457-0001	4. Date use of funds may begin 10/01/2023	
	5a. Project/Grant No. 1 B-23-MC-48-0022	6a. Amount Approved $2,245,749.00 (by this action)
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name)		Grantee Name (Contractual Organization)	
Shirley J. Henley		City of Lubbock	
Title CPD Director		Title	
Signature X DocuSigned by: Shirley J. Henley 55263946DDED40C...	Date (mm/dd/yyyy)	Signature X	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action:	8. Special Conditions (check one)	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one
Entitlement, Sec 106(b)	☐ None ☒ Attached	9b. Date Grantee Notified (mm/dd/yyyy) 9c. Date of Start of Program Year 10/01/2023	☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number

11. Amount of Community Development Block Grant	FY 2023		
a. Funds Reserved for this Grantee			
b. Funds now being Approved	$2,245,749.00		
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved
N/A

Loan Guarantee Acceptance Provisions for Designated Agencies:
The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12b. Name and complete Address of Public Agency

12c. Name of Authorized Official for Designated Public Agency

Title

Signature
X

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153 176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By

8. Special Conditions.

(a) The period of performance and single budget period for the funding assistance specified in the Funding Approval ("Funding Assistance") shall each begin on the date specified in item 4 and shall each end on September 1, 2030. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2030.

(b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering Department/Agency	Indirect cost rate	Direct Cost Base
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

(c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

(d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures

designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

(e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

(f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

(g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

(h) The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor of the City of Lubbock to execute Contract No. 17629, an Emergency Solutions Grant Funding Agreement, and all related documents, by and between the City of Lubbock and the U. S. Department of Housing and Urban Development, for the funding of Emergency Shelter, Rapid Re-Housing, Homeless Management Information System, and administration,

Item Summary

This is a contract for Emergency Solutions Grant (ESG) funding from the U. S. Department of Housing and Urban Development (HUD). The funds will be used for Emergency Shelter, Rapid Re-Housing, Homeless Management Information System (HMIS) and administration.

The Community Development & Services Board (CDSB) held a public hearing and public board meeting on June 21, 2023, to discuss and approve the 2023 Action Plan draft. The Action Plan is the document that was submitted to HUD and serves as the City's application for, and proposed use of ESG Grants. HUD has reviewed and approved this Action Plan.

Fiscal Impact

There is no fiscal impact on the General Fund involved with this contract. The funds used originate from HUD. The maximum allocation of this grant is $198,147.

Staff/Board Recommending

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

Attachments

Resolution
Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 17629, an Emergency Solutions Grant Funding Agreement by and between the City of Lubbock and the U. S. Department of Housing and Urban Development for the funding of Emergency Shelter, Rapid Re-Housing, Homeless Management Information System, and administration, and all 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____
Amy L. Sims Deputy City Attorney

Funding Approval/Agreement

Emergency Solutions Grants Program
Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act,
42 U.S.C. 11371 et seq.
Assistance Listing Number 14.231

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

1. Recipient Name and Address City of Lubbock PO Box 2000 Lubbock, TX 79457-0001	2. Unique Federal Award Identification Number: E-23-MC-48-0022
	3. Tax Identification Number: 756000590
	4. Unique Entity Identifier: LXDNEKWRVKJ6

5. Fiscal Year (yyyy): 2023	
6. Previous Obligation (Enter "0" for initial Fiscal Year allocation)	$ 0
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)	$198,147
8. Total Amount of Federal Funds Obligated	$198,147
9. Total Required Match	$198,147
10. Total Amount of Federal Award Including Match	$396,294

11. Start Date of Recipient's Program Year (mm/dd/yyyy)	12. Date HUD Received Recipient's Consolidated Plan Submission (mm/dd/yyyy)	13. Period of Performance and Budget Period Start Date/ Federal Award Date (the date listed in Box 19 for initial Fiscal Year allocation) (mm/dd/yyyy)
10/01/2023	07/19/2023	

14. Type of Agreement (check applicable box)

- ☒ Initial Agreement (Purpose #1 – Initial Fiscal Year allocation)
- ☐ Amendment (Purpose #2 – Deobligation of funds)
- ☐ Amendment (Purpose #3 – Obligation of additional funds)

15. Special Conditions and Requirements
☐ Not applicable ☒ Attached

16. Period of Performance and Budget Period End Date (24 months after the date listed in Box 13) (mm/dd/yyyy)

General Terms and Conditions: This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.) and is subject to the applicable appropriations act for the specified Fiscal Year. The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD. The funds may be used for costs incurred before the Budget Period under the conditions specified in HUD Notice CPD-23-01 or another prior written approval by HUD, or if the Recipient is not covered by Notice CPD-23-01, under the condition that the costs are otherwise allowable and were incurred on or after the date listed in box 11, the date listed in box 12, or 90 calendar days before the date in box 13 (whichever is later). The Recipient agrees to assume responsibility for environmental review, decision making, and action under 24 CFR Part 58; except that if the Recipient is a state and distributes funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 CFR 58.4. To the extent authorized by applicable law, HUD may, by its execution of an amendment, deobligate funds under this Agreement without the Recipient's execution of the amendment or other consent. The Recipient must comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in 24 CFR part 576, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments. The Recipient must comply with the Award Term in Appendix A to 2 CFR Part 25, "System for Award Management and Universal Identifier Requirements," and the Award Term in Appendix A to 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information." If the amount in Box 8 exceeds $500,000, the Recipient must comply with Appendix XII to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters. The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Recipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

17. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official)	18. Signature	19. Date (mm/dd/yyyy)
Shirley J. Henley, CPD Director (817) 978-5933	X DocuSigned by: Shirley J. Henley	/ /
20. For the Recipient (Name and Title of Authorized Official)	21. Signature	22. Date (mm/dd/yyyy)
	X	/ /

Funding Information (HUD Accounting Use Only):

PAS Code: SOE	Program Code: SOE	Region: 06
Appropriation Number: 1192	Appropriation Symbol: 86 3/50192	Office: Fort Worth
FYI: M		

Special Conditions and Requirements for FY 2023 ESG Program

Indirect Cost Rate

The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

Recipient Department/Agency	Indirect cost rate	Direct Cost Base
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____

Special Conditions and Requirements for FY 2023 ESG Program

Serving Youth Who Lack 3rd Party Documentation or Live in Unsafe Situations

Notwithstanding any contrary requirements under the McKinney-Vento Homeless Assistance Act or 24 CFR part 576, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 CFR 576.2 as a condition for receiving assistance; and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.

AI# 11979
Regular City Council Meeting 5. 25.
10/10/2023:

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor of the City of Lubbock to execute Contract No. 17630, a HOME Investment Partnership and Funding Agreement, and all related documents, by and between the City of Lubbock and the U.S. Department of Housing and Urban Development, for the funding of Community Housing Development Organization operations and projects, affordable housing, and administration.

Item Summary

This is a contract for HOME Grant from the U.S. Department of Housing and Urban Development (HUD). The funds will be used for Community Housing Development Organization (CHDO) Operations and Projects, Affordable Housing and Administration.

The Community Development & Services Board (CDSB) held a public hearing and public board meeting on June 21, 2023, to discuss and approve the 2023 Action Plan draft. The Action Plan is the document that was submitted to HUD and serves as the City's application for, and proposed use of HOME Grant. HUD has reviewed and approved this Action Plan.

Fiscal Impact

There is no fiscal impact on the General Fund involved with this contract. The funds used originate from HUD. The maximum allocation of this grant is $1,163,287.

Staff/Board Recommending

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

Attachments

Resolution
Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 17630, a HOME Investment Partnership and Funding Agreement by and between the City of Lubbock and the U. S. Department of Housing and Urban Development for the funding of Community Housing Development Organization operations and projects, affordable housing, and administration, and all 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____
Amy L. Sims Deputy City Attorney

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act

Assistance Listings #14.239 - HOME Investment Partnerships Program

U.S. Department of Housing and Urban Development

Office of Community Planning and Development

1. Grantee Name (must match the name associated with 3b.) and Address	2. Grant Number (Federal Award Identification Number (FAIN))	
City of Lubbock **PO Box 2000** **Lubbock, TX 79457-0001**	**M23MC480205**	
	3a Tax Identification Number **756000590**	3b. Unique Entity Identifier (formerly DUNS): **LXDNEKWRVKJ6**
	4. Appropriation Number **86 3/6 0205**	5. Budget Period Start and End Date **FY 2023 through FY 2031**

6. Previous Obligation (Enter "0" for initial FY allocation)		**$0**
a. Formula Funds	$	
b. Community Housing Development Org. (CHDO) Competitive	$	
7. Budget Approved by the Federal Awarding Agency/Current Transaction (+ or -)		**$1,163,287.00**
a. Formula Funds	$1,163,287.00	
1. CHDO (For deobligations only)	$	
2. Non- CHDO (For deobligations only)	$	
b. CHDO Competitive Reallocation or Deobligation	$	
8. Revised Obligation		$
a. Formula Funds	$	
b. CHDO Competitive Reallocation	$	

9. Special Conditions (check applicable box)
☒ **Not applicable** ☐ Attached

10. **Federal Award Date (HUD Official's Signature Date)**
(mm/dd/yyyy) / /

11. Indirect Cost Rate*

Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base
___	___%	
___	___%	
___	___%	
___	___%	

12. Period of Performance Start and End Date
Date in Box #10 - 09/30/2032

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

This Agreement between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Grantee's approved Consolidated Plan submission/Application, the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Grantee upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Grantee's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee must comply with the applicable requirements at 2 CFR part 200 that are incorporated by the program regulations, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the 2 CFR part 200 requirements as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The Grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

13. For the U.S. Department of HUD (Name and Title of Authorized Official)	14. Signature	15. Date
Shirley J. Henley, CPD Director	DocuSigned by: Shirley J. Henley	/ /
16. For the Grantee (Name and Title of Authorized Official)	17. Signature	18. Date
		/ /

19. Check one: ☒ **Initial Agreement** ☐ Amendment #

20. Funding Information:

Source Year of Funds	Appropriation Code	PAS Code	Amount
2023	86 3/6 0205	HMF (M)	$1,163,284.00
2016	86X0205-16	HMF	$ 3.00
Total		(D)	**$1,163,287.00**

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Amendment No. 15 to Contract 15200, with RS&H, Inc., for professional architectural and engineering services, for replacement of mechanical equipment at the Lubbock Preston Smith International Airport.

Item Summary

The City of Lubbock (the Airport) has requested RS&H, Inc. under the on-call professional architectural/engineering services for the Mechanical Equipment Replacement Services Scope of Work at the Lubbock Preston Smith International Airport.
Amendment No. 15 services are summarized as follows:

Task	Fee Amount
Task 1 – Project Initiation & Existing Condition Documentation	$59,413.06
Task 2 – 50% Construction Documents	$63,821.49
Task 3 – 90% Construction Documents	$64,661.81
Task 4 – 100% Construction Bid Documents	$21,873.59
Task 5 – Bid & Award Services	$16,415.52
Reimbursables	$29,780.00
Total for Design & Bidding/Award Services	**$255,965.47**

Airport staff and the Airport Advisory Board recommend Amendment No. 15 to Contract 15200 with RS&H, Inc. of Jacksonville, Florida, for $255,965.47, for the design services related to the Mechanical Equipment Replacement Construction Documentation Services Scope of Work at the Lubbock Preston Smith International Airport.

Fiscal Impact

Amendment No. 15 to Contract 15200, with RS&H, Inc., for $255,965.47, is funded in Capital Improvement Project 92839, Mechanical Systems Improvements.

Staff/Board Recommending

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

Attachments

Resolution - Amendment 15 RS&H, Inc.
Amendment 15 RS&H, Inc.

Budget Detail
92839 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. 15 to LBB Contract No. 15200, by and between the City of Lubbock and RS&H, Inc. for engineering design services concerning the replacement of certain mechanical HVAC equipment at the Lubbock Preston Smith International Airport, 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocsII/RES.Amend 15-RS&H
August 21, 2023

DocuSign Envelope ID: 3A22847A-1418-4BB9-94F4-D1CC02B291B8

Mechanical Equipment Replacement Construction Documentation Services Scope of Work

Version 1.0
July 27, 2023
City of Lubbock, Texas
Lubbock Preston Smith Int'l Airport
LBB Contract No.: 15200
RS&H Project No.: 223-1874-015

Prepared by RS&H, Inc. at the direction of Lubbock Preston Smith International Airport
TBPE Registration No. F-3401

RS&H

DocuSign Envelope ID: 3A22847A-1418-4BB9-94F4-D1CC02B291B8

I PROJECT DESCRIPTION

The City of Lubbock (City) has requested that RS&H, Inc. (RS&H or Consultant) provide a scope and fee for engineering design services to develop Construction Documents for the replacement of multiple pieces of mechanical HVAC equipment as identified in the Mechanical Systems Condition Assessment report dated February 24, 2023, prepared by RS&H and identified below. Specifically, this proposal is for the creation of construction drawings and specifications, ROM opinion of probable construction cost estimates and associated site visits, kick-off and review meetings with LBB staff, as well as providing bidding and award recommendations. Upon receipt of approval from LBB, RS&H will provide construction administration phase services via separate work authorization.

Figure 1: Mechanical Equipment Replacement List from Assessment Report

4.5 MECHANICAL SYSTEMS PRIORITIES

Listed below in order of priority are the recommendation for the HVAC system repairs, replacements, and improvements.

1. Replace existing Greenheck exhaust fan and curb that serves the boiler flue stack with an exhaust system specifically designed for boiler flue systems, such as Exhausto.
2. Replace all three primary chilled water pump (1-3 years)
3. Replace all three condenser water pump (1-3 years)
4. Replace HCFC-123 chillers (1-3 years)
5. Install refrigerant leak detection system and ASHRAE 15 accessories (Same time as chiller replacement)
6. Remove sand filter from chilled water loop.
7. Replace Cooling Towers (5-10 years)
8. Replace condenser water sand filter with basin sweep system.
9. Integrate chilled water and condenser water controls system into the Automated Logic Building Management System.
10. Replace all three hot water secondary pumps (1-3 years)
11. Replace AHU-025
12. Replace AHU-026
13. Replace AHU-031
14. Replace AHU-032
15. Replace AHU-027
16. Install dust mitigation items in cooling tower pump rooms.
17. Replace AHU's-013 thru -017, & -020

A complete description of the scope of services can be found in ***Section II: Project Tasks***.

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II PROJECT TASKS

TASK 1 PROJECT INITIATION & EXISTING CONDITION DOCUMENTATION

Task 1.1 Perform Project Initiation / Setup

RS&H will complete the necessary Project initiation and documentation setup to appropriately manage the Project.

Task 1.2 Project Kick-off Meeting

The Consultant will prepare for and attend one pre-design kick-off meeting with the Airport staff and other appropriate agencies to establish the design goals and methods. The kickoff meeting will be held at the Lubbock Preston Smith International Airport administrative offices. This meeting will review the discussions previously held with the airport, and confirm the scope, schedule and deliverables of this task order. RS&H attendees at the Kick-Off meeting will include the Project Manager, Mechanical Engineering Task Lead, and Electrical Engineering Task Lead. This meeting is anticipated to be held at the Airport at the same time as the site walk through and will require travel by the Consultant.

Task 1.3 Data Collection and Review of As-Built Conditions

RS&H will review as-built documentation and record documents in their possession. The Airport will provide the Consultant with any available updated information for the Terminal Building or specific equipment. The Consultant will review all provided information and will forward any questions or comments to the Airport for response and additional information.

Task 1.4 Site Walkthrough

The Consultant will conduct an in-person walkthrough for all visible and readily accessible areas that are included as part of this project. Ladders will be provided by LBB for spot "above ceiling" observations. The Airport will attend with knowledgeable staff and provide access to all areas associated with the Project to ensure a comprehensive walkthrough is performed. The following RS&H attendees will be present for the site walkthrough:

- Project Manager
- Mechanical Engineering Task Lead
- Electrical Engineering Task Lead

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The walkthrough will use the record data information that RS&H has in their possession, as well as any new information received from the Airport as the basis for the verification of existing documentation to the extent possible.

Task 1.5 Existing Conditions Modelling

The Consultant will utilize the record drawing information and any observations made during the site walkthrough to develop a baseline model of existing conditions in REVIT to be used and updated throughout the design process to develop the construction documents. The REVIT model will be prepared to a Level of Detail (LOD) 300.

Task 1.6 Project Management

The Consultant will administer the project in coordination with assigned airport staff. The Consultant will manage the project, coordinate with LBB staff, assign qualified individuals or sub-consultants to the project, and will complete the efforts within a reasonable and agreeable time frame.

This task will include scheduling, resource allocation, monitoring, oversight, direction and control for aspects of the team's efforts including assembly and coordination of documentation. The Consultant will complete meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

TASK 2 50% CONSTRUCTION DOCUMENTS

Task 2.1 Prepare 50% Construction Documents

The consultant will prepare 50% Construction Documents that will include:

- Technical specifications with minimum requirements for the equipment and components necessary for the execution of the project.
- Demolition Floor plans (drawings) showing the demolition of existing equipment, ductwork distribution systems, mechanical piping systems, and electrical power systems necessary for the replacement of the identified mechanical equipment.
- New Work Floor plans (drawings) showing the installation of new equipment, new duct and piping distribution systems, and electrical power modifications to support the mechanical renovations.
- Control System Schematics and Riser diagrams(schematics) that indicate the sequence of operations for new equipment.

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Task 2.2 Code and Permitting Coordination

The Consultant will coordinate with the Authorities Having Jurisdiction (AHJs) relative to Building Code, Mechanical Code and Electrical Code requirements and permitting requirements for the project.

Task 2.3 Opinion of Probable Construction Costs

The Consultant will prepare a cost estimate for the project based on the level of completion. In providing estimates of probable construction cost, the Airport understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or a Contractor's method of pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgement and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost.

Task 2.4 Design Coordination Meeting

The Consultant will attend one (1) coordination meeting with the Airport/Stakeholders during this stage of document preparation. This meeting will be held virtually and will include the Consultant team members (Project Manager, Mechanical Engineering, and Electrical Engineering) and Airport Staff. The intent of the meetings will be to resolve any issues impeding the development of the construction documents, in particular the phasing and logistics of construction to accommodate construction while maintaining Airport operations.

Task 2.5 Quality Control Review

The Consultant will conduct in-house quality control review of the 50% Construction Documents package and estimate of probable construction cost prior to submittal to the Airport. The review will cover the design deliverables prior to submittal to the Client. The QC review will be performed as follows:

- Independent QC Review – An independent Architect/Engineer not actively involved in the Project will review for readability, accuracy, appearance, and acceptability.
- Independent Technical Peer Review – For each discipline associated with the Project, an independent Engineer not actively involved in the Project will review the documents for alignment with design methodologies, calculations, and code compliance.

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- Constructability Review – a comprehensive look at the Project to ensure alignment between plans and specifications, phasing impacts, potential conflicts, etc.
- Discipline Coordination Review – an interdisciplinary review to ensure coordination of elements between disciplines.
- BIM Manager Review – review and assessment of the status of the Revit model and ensure proper coordination.

Task 2.6 Submit 50% Construction Documents

The Consultant will submit and distribute an electronic copy of the 50% Construction Documents and estimate of probable construction cost, to the Airport for review, comment, and approval to proceed to 90% Construction Documents.

Task 2.7 50% Construction Documents Review Meeting

The Consultant will coordinate and attend one (1) design review meeting with the Airport to review the 50% submittal. The Consultant will provide written minutes of the meeting and distribute to all attendees. Within 10 days of the 50% design review meeting, the airport will provide any additional written comments. The 50% design review meeting will be held virtually via web conference.

Task 2.8 Project Management

The Consultant will administer the project in coordination with assigned airport staff. The Consultant will manage the project, coordinate with LBB staff, assign qualified individuals or sub-consultants to the project, and will complete the efforts within a reasonable and agreeable time frame.

This task will include scheduling, resource allocation, monitoring, oversight, direction and control for aspects of the team's efforts including assembly and coordination of documentation. The Consultant will complete meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

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TASK 3 90% CONSTRUCTION DOCUMENTS

Task 3.1 Incorporate 50% Construction Documents Review Comments

The Consultant will review all comments received from the Airport's authorized representative(s) from the 50% construction documents submittal review and incorporate applicable comments into the documents and estimate of probable construction cost.

Task 3.2 Prepare 90% Construction Documents

The Consultant will prepare 90% Construction Documents consisting of technical specifications, drawings and estimate of probable cost.

Task 3.3 Opinion of Probable Construction Costs

The Consultant will prepare a cost estimate for the project based on the level of completion. In providing estimates of probable construction cost, the Airport understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or a Contractor's method of pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgement and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost.

Task 3.4 Design Coordination Meeting

The Consultant will attend a coordination meeting with the Airport/Stakeholders during this stage of document preparation. One (1) design coordination meeting is expected. This meeting will be held virtually and will include the Consultant team members (Project Manager, Mechanical Engineering, and Electrical Engineering) and Airport Staff. The intent of the meetings will be to resolve any issues impeding the development of the construction documents.

Task 3.5 Quality Control Review

The Consultant will conduct in-house quality control review of the 90% Construction Documents and estimate of probable construction cost prior to submittal to the Airport. The review will cover the design deliverables prior to submittal to the Client. The QC review will be performed as follows:

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- Independent QC Review – An independent Architect/Engineer not actively involved in the Project will review for readability, accuracy, appearance, and acceptability.
- Independent Technical Peer Review – For each discipline associated with the Project, an independent Engineer not actively involved in the Project will review the documents for alignment with design methodologies, calculations, and code compliance.
- Constructability Review – a comprehensive look at the Project to ensure alignment between plans and specifications, phasing impacts, potential conflicts, etc.
- Discipline Coordination Review – an interdisciplinary review to ensure coordination of elements between disciplines.
- BIM Manager Review – review and assessment of the status of the Revit model and ensure proper coordination.

Task 3.6 Submit 90% Construction Documents Deliverable

The Consultant will submit and distribute an electronic copy of the 90% Construction Documents and estimate of probable construction cost to the Airport for review and comment.

Task 3.7 90% Construction Documents Review Meeting

The Consultant will coordinate and attend one (1) design review meeting with the Airport to review the 90% submittal. The intent of this review meeting is to confirm the final extents of the construction work, confirm the phasing and logistics for maintaining operations, and establish the bidding schedule and process. The Consultant will provide written minutes of the meeting and distribute to all attendees. The 90% design review meeting will be held in person at the airport and will require travel by the Consultant.

Task 3.8 Project Management

The Consultant will administer the project in coordination with assigned airport staff. The Consultant will manage the project, coordinate with LBB staff, assign qualified individuals or sub-consultants to the project, and will complete the efforts within a reasonable and agreeable time frame.

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This task will include scheduling, resource allocation, monitoring, oversight, direction and control for aspects of the team's efforts including assembly and coordination of documentation. The Consultant will complete meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

TASK 4 100% CONSTRUCTION DOCUMENTS

Task 4.1 Incorporate 90% Construction Documents Review Comments

The Consultant will review all comments received from the Airport's authorized representative(s) from the 90% Construction Documents submittal review and incorporate applicable comments into the documents. The Consultant will provide a written response on each comment on how it will be incorporated into the documents, or why it was not applicable.

Task 4.2 Prepare 100% Construction (Bid) Documents

The Consultant will prepare the 100% Construction Documents consisting of technical specifications, drawings, and schematics. Specifications will be based on a lump sum total cost construction contract, with alternate bid items as identified during 50% design and 90% design coordination meetings. Front-end specification requirements and format will be provided by the Airport including, but not limited to, the advertisement to bid, legal requirements, proposal, contract, bond forms, general provisions, labor rates, minority participation requirements, special conditions, insurance requirements, and any other pertinent and or required information. Project specifications will be formatted to include BIL/ATP funding requirements, such as Build America/Buy America(BABA) requirements.

Task 4.3 Quality Control Review

The Consultant will conduct an in-house quality control review of the 100% Construction Documents prior to submittal to the Airport. The review will cover the design deliverables prior to submittal to the Client. The QC review will be performed as follows:

- Independent QC Review – An independent Architect/Engineer not actively involved in the Project will review for readability, accuracy, appearance, and acceptability.
- Independent Technical Peer Review – For each discipline associated with the Project, an independent Engineer not actively involved in the Project will review

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the documents for alignment with design methodologies, calculations, and code compliance.

- Constructability Review – a comprehensive look at the Project to ensure alignment between plans and specifications, phasing impacts, potential conflicts, etc.
- Discipline Coordination Review – an interdisciplinary review to ensure coordination of elements between disciplines.
- BIM Manager Review – review and assessment of the status of the Revit model and ensure proper coordination.

Task 4.4 Submit 100% Construction Documents

The Consultant will submit and distribute the 100% Construction Documents to the Airport as electronic files in PDF and MS Word format for use and distribution during the bidding phase. Additionally, the consultant will submit Signed and Sealed Documents for Permit Review as determined in coordination meetings with the Building Department.

Task 4.5 Project Management

The Consultant will administer the project in coordination with assigned airport staff. The Consultant will manage the project, coordinate with LBB staff, assign qualified individuals or sub-consultants to the project, and will complete the efforts within a reasonable and agreeable time frame.

This task will include scheduling, resource allocation, monitoring, oversight, direction and control for aspects of the team's efforts including assembly and coordination of documentation. The Consultant will complete meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

TASK 5 BIDDING/AWARD PHASE SERVICES

Task 5.1 Pre-Bid Conference

The Consultant will attend a pre-bid conference at the Airport, receive comments, record the minutes of the conference and distribute to the Airport's authorized representative(s) and prospective contractors. Two representatives from the Consultant will attend the meeting in person at the airport. This meeting will require travel by the Consultant.

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Task 5.2 Issue Addenda

The Consultant will issue required addenda to revise drawings, schematics, specifications and other contract documents prepared by the Consultant in order to provide clarifications, correct discrepancies, or correct errors and/or omissions.

Task 5.3 Bid Tabulation and Award Recommendation

The Consultant will develop a tabulation of all bids received and provide evaluation of checking for correctness, qualifications of apparent low bidder, DBE participation goals, etc., and make recommendations of award based solely on apparent low bidder.

Task 5.4 Project Management

The Consultant will administer the project in coordination with assigned airport staff. The Consultant will manage the project, coordinate with LBB staff, assign qualified individuals or sub-consultants to the project, and will complete the efforts within a reasonable and agreeable time frame.

This task will include scheduling, resource allocation, monitoring, oversight, direction and control for aspects of the team's efforts including assembly and coordination of documentation. The Consultant will complete meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

III MEETINGS

RS&H will prepare for and attend the following meetings:

- (1) Kick-off Meeting and Site Walk Through (3 people, 3 days)
- (1) Virtual Design Coordination Meeting 50% CD
- (1) Virtual Design Review Meeting 50% CD
- (1) Virtual Design Coordination Meeting 90% CD
- (1) On Site Design Review Meeting 90% CDs (2 people, 1 day)
- (1) Pre-Bid Conference / Walk Through (2 people, 1 day)

IV DELIVERABLES

RS&H will provide the following deliverables:

- Meeting Minutes (Kick-off Mtg, 50%, and 90% Design Coordination and Review Mtgs and Pre-Bid Conference)

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- Construction Document Drawings and Specifications (50%, 90% and 100%) – one hard copy and electronic copies for each deliverable milestone
- ROM Estimate of Probable Construction Cost (50% and 90%) – electronic copies for each deliverable milestone

All deliverables will be provided in electronic format.

V PROJECT SCHEDULE

RS&H will provide the above referenced services within the following anticipated schedule (or as mutually agreed upon by the Airport and RS&H):

Task	Duration
NTP	TBD
Kick-Off Mtg & Site Walk Through	Within 30 calendar days from NTP
50% Design Coordination Mtgs	TBD
50% Design Submission	60 Calendar days from KO Mtng & Site Walk
50% Design Review Mtg	14 Calendar days after 50% Design Submission
90% Design Coordination Mtg	TBD
90% Design Submission	60 calendar days after 90% Coord. Mtg
90% Design Review Mtg	14 Calendar days after 90% submittal
100% Design Submission	30 calendar days after 90% review mtg
Pre-Bid Conference	TBD

The actual schedule may vary significantly as the Project design progresses and the scope is further developed. Delays to the proposed design schedule outside of the Consultant's control will require re-evaluation of the proposed schedule and / or design fees.

VI ASSUMPTIONS AND EXCLUSIONS

The following items are excluded from this Scope of Work:

- Design of temporary facilities for housing Airport operations during construction.
- Design of electrical system or communications system upgrades.
- Design of temporary power or temporary cooling and heating during construction.
- Additional Submissions beyond the deliverables listed.
- Additional Site Visits/Meetings beyond the quantity identified above.
- Agency/Permit Fees or Procurement of any Building Permits. It is assumed that these will be part of the contractor's construction costs if needed.

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- In person attendance at Bid Opening.
- FAA Coordination.
- Any other services not explicitly defined.

The following are assumed for this proposal:

- All ladders, lifts and escorts will be provided by LBB as needed.
- Available record documents will be provided by LBB personnel.

VII PROFESSIONAL SERVICES FEE AND FEE TYPE

RS&H will provide the above referenced services for a Fixed Lump Sum Fee of **$255,965.47**. See **Exhibit A** for a breakdown of costs.

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Submitted by:

RS&H, INC.:

By: DocuSigned by: _____

Print Name: Elliot Neph

Title: Vice President

City of Lubbock - Mayor:

By: _____

Print Name: Tray Payne

Title: Mayor

Attest:

By: _____

Print Name: Courtney Paz

Title: City Secretary

Approved as to Content:

By: _____

Print Name: Kelly Campbell

Title: Executive Director of Aviation

Approved as to Form:

By: _____

Print Name: Mitch Satterwhite

Title: First Assistant City Attorney

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ATTACHMENT A

Design and Bidding Support Fee Table

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RS&H

Lubbock Preston Smith International Airport
Mechanical Equipment Replacement Construction Documentation Services

RS&H, INC.

	SCOPE / TASK TITLE	PROJ. OFFICER	SR. PROJ. MANAGER	SENIOR ARCHITECT	ARCHITECT	SENIOR ELEC. ENGNR	ELECTRICAL ENGINEER	ELECT. TECHNICIAN	SENIOR CIVIL ENGNR	CIVIL ENGINEER	SENIOR MECH. ENGN	MECHANICAL ENGINEER	SENIOR STRUCT. ENGN	STRUCTURAL ENGINEER	ADMIN. ASSISTANT	TOTAL
TASK 1 - PROJECT INITIATION & EXISTING CONDITION DOCUMENTATION																
1.1	Perform Project Initiation / Setup	4	8												8	20
1.2	Project Kick-off Meeting	1	2			1					1	2				7
1.3	Data Collection and Review of As-Built Conditions		2			2	4		2		2	4	2			18
1.4	Site Walkthrough		32			16	16					32				96
1.5	Existing Conditions Modelling		8	2	16	4	8	24	2	8	12	60				144
1.6	Project Management	2	8												4	14
	SUBTOTAL HOURS	7	60	2	16	23	28	24	4	8	15	98	2	0	12	299
	RATE	$341.44	$334.60	$205.99	$161.00	$201.32	$109.38	$117.67	$238.02	$177.35	$248.16	$162.15	$179.43	$108.07	$91.59	
	TOTAL DIRECT LABOR $	$2,390.08	$20,076.00	$411.98	$2,576.00	$4,630.36	$3,062.64	$2,824.08	$952.08	$1,418.80	$3,722.40	$15,890.70	$358.86	$0.00	$1,099.08	$59,413.06
	Total Proposed Fee for:	TASK 1 - PROJECT INITIATION & EXISTING CONDITION DOCUMENTATION														$59,413.06

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	SCOPE / TASK TITLE	PROJ. OFFICER	SR. PROJ. MANAGER	SENIOR ARCHITECT	ARCHITECT	SENIOR ELEC. ENGN	ELECTRICAL ENGINEER	ELECT. TECHNICIAN	SENIOR CIVIL ENGNR	CIVIL ENGINEER	SENIOR MECH. ENGN	MECHANICAL ENGINEER	SENIOR TRUCT. ENGN	STRUCTURAL ENGINEER	ADMIN. ASSISTANT	TOTAL
TASK 2 - 50% Construction Documents																
2.1	Prepare 50% Design Drawings		16			16	24	24	4	8	40	80	4	12		228
2.1a	Prepare 50% Design Specifications		4			1	8		2		2	8	2		12	39
2.2	Code and Permitting Coordination		1			1					1					3
2.3	Opinion of Probable Construction Costs		4			1			1		3		1			10
2.4	Design Coordination Meeting		1			1					1					3
2.5	Quality Control Review	2	4			4	4		1	1	4	4	1	1		26
2.6	Submit 50% Construction Documents		1				1			1		1		1	1	6
2.7	50% Construction Documents Review Meeting		2			1			1		2		1			7
2.8	Project Management	2	8												4	14
	SUBTOTAL HOURS	4	41	0	0	25	37	24	9	10	53	93	9	14	17	336
	RATE	$341.44	$334.60	$205.99	$161.00	$201.32	$109.38	$117.67	$238.02	$177.35	$248.16	$162.15	$179.43	$108.07	$91.59	
	TOTAL DIRECT LABOR $	$1,365.76	$13,718.60	$0.00	$0.00	$5,033.00	$4,047.06	$2,824.08	$2,142.18	$1,773.50	$13,152.48	$15,079.95	$1,614.87	$1,512.98	$1,557.03	$83,821.49
	Total Proposed Fee for														TASK 2 - 50% Construction Documents	$83,821.49

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	SCOPE / TASK TITLE	PROJ. OFFICER	SR. PROJ. MANAGER	SENIOR ARCHITECT	ARCHITECT	SENIOR ELEC. ENGNR	ELECTRICAL ENGINEER	ELECT. TECHNICIAN	SENIOR CIVIL ENGNR	CIVIL ENGINEER	SENIOR MECH. ENGN	MECHANICAL ENGINEER	SENIOR STRUCT. ENGN	STRUCTURAL ENGINEER	ADMIN. ASSISTANT	TOTAL
TASK 3: 90% Construction Documents																
3.1	Incorporate 50% Construction Documents Review Comments		2			2				1	2			1		8
3.2	Prepare 90% Construction Documents		20			16	24	24	2	4	40	80	4	8	16	238
3.3	Opinion of Probable Construction Costs		2			1			1		2		1			7
3.4	90% Design Coordination Meeting		1			1					1					3
3.5	Quality Control Review	2	8			8	4		2	1	8	4	2	1		34
3.6	Submit 90% Construction Documents Deliverable		1				1			1		1		1	1	6
3.7	90% Construction Documents Review Meeting		8			1			1		8	1	1			20
3.8	Project Management	2	8												4	14
	SUBTOTAL HOURS	4	48	0	0	27	29	24	6	7	59	86	8	11	21	330
	RATE	$341.44	$334.60	$205.99	$161.00	$201.32	$109.38	$117.67	$238.02	$177.35	$248.16	$162.15	$179.43	$108.07	$91.59	
	TOTAL DIRECT LABOR $	$1,365.76	$16,060.80	$0.00	$0.00	$5,435.64	$3,172.02	$2,824.08	$1,428.12	$1,241.45	$14,641.44	$13,944.90	$1,435.44	$1,188.77	$1,923.39	$64,661.81
	Total Proposed Fee for:														TASK 3: 90% Construction Documents	$64,661.81
TASK 4: 100% Construction (Bid) Documents																
4.1	Incorporate 90% Construction Documents Review Comments		2			2				1	2	2		1		10
4.2	Prepare 100% Construction Documents (Bid) Documents		12			2	4	6	2	4	8	12	2	4	4	60
4.3	Quality Control Review		4			2			1		4		1			12
4.4	Submit 100% Construction Documents		1				1			1		1		1	1	6
4.5	Project Management	2	8												4	14
	SUBTOTAL HOURS	2	27	0	0	6	5	6	3	6	14	15	3	6	9	102
	RATE	$341.44	$334.60	$205.99	$161.00	$201.32	$109.38	$117.67	$238.02	$177.35	$248.16	$162.15	$179.43	$108.07	$91.59	
	TOTAL DIRECT LABOR $	$682.88	$9,034.20	$0.00	$0.00	$1,207.92	$546.90	$706.02	$714.06	$1,064.10	$3,474.24	$2,432.25	$538.29	$648.42	$824.31	$21,873.59
	Total Proposed Fee for:														TASK 4: 100% Construction (Bid) Documents	$21,873.59

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	SCOPE / TASK TITLE	PROJ. OFFICER	SR. PROJ. MANAGER	SENIOR ARCHITECT	ARCHITECT	SENIOR ELEC. ENGN	ELECTRICAL ENGINEER	ELECT. TECHNICIAN	SENIOR CIVIL ENGNR	CIVIL ENGINEER	SENIOR MECH. ENGN	MECHANICAL ENGINEER	SENIOR STRUCT. ENGN	STRUCTURAL ENGINEER	ADMIN. ASSISTANT	TOTAL
TASK 6: BID & AWARD SERVICES																
5.1	Pre-Bid Conference		8								8					16
5.2	Issue Addenda		8			4	4		1	1	4	8	1	1	4	36
5.3	Bid Tabulation and Award Recommendation		4			1			1		2		1			9
5.4	Project Management	2	4													6
	SUBTOTAL HOURS	2	24	0	0	5	4	0	2	1	14	8	2	1	4	67
	RATE	$341.44	$334.60	$205.99	$161.00	$201.32	$109.38	$117.67	$238.02	$177.35	$248.16	$162.15	$179.43	$108.07	$91.59	
	TOTAL DIRECT LABOR $	$682.88	$8,030.40	$0.00	$0.00	$1,006.60	$437.52	$0.00	$476.04	$177.35	$3,474.24	$1,297.20	$358.86	$108.07	$366.36	$16,415.52
	Total Proposed Fee for:														TASK 5: BID & AWARD SERVICES	$16,415.52

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SCOPE / TASK TITLE	PROJ. OFFICER	SR. PROJ. MANAGER	SENIOR ARCHITECT	ARCHITECT	SENIOR ELEC. ENGN	ELECTRICAL ENGINEER	ELECT. TECHNICIAN	SENIOR CIVIL ENGNR	CIVIL ENGINEER	SENIOR MECH. ENGN	MECHANICAL ENGINEER	SENIOR STRUCT. ENGN	STRUCTURAL ENGINEER	ADMIN. ASSISTANT	TOTAL
REIMBURSABLES															
		# DWGS	# PAGES												
REPRODUCTION		@	@												
		$1.60	$0.10		# SETS										
Permit Documents		50	500		3										$390
TOTAL REPRODUCTION															$390
		# PKGS	# PKGS												
POSTAGE / DELIVERY		@	@												
		$15.00	$3.00												
		4	4												$72
TOTAL POSTAGE / DELIVERY															$72
SUBCONSULTANTS															
The Concorde Group		$ 20,000													$20,000
TOTAL SUBCONSULTANTS															$20,000
TRAVEL			Airfare @	Car @	Lodging @	Meals @							# Trips		
	#People	#Days	$750	$75	$180	$80									
Site Visit & Kick-off	3	4	$2,250	$300	$1,620	$720							1		$4,890
90% Review Meeting	2	2	$1,500	$150	$360	$240							1		$2,250
Pre-Bid Conference	2	2	$1,500	$150	$360	$240							1		$2,250
													REIMBURSABLES		**$29,780.00**
					SUMMARY										
TASK 1 - PROJECT INITIATION & EXISTING CONDITION DOCUMENTATION															**$59,413.06**
TASK 2 - 50% Construction Documents															**$63,821.49**
TASK 3: 90% Construction Documents															**$64,661.81**
TASK 4: 100% Construction (Bid) Documents															**$21,873.59**
TASK 5: BID & AWARD SERVICES															**$16,415.52**
REIMBURSABLES															**$29,780.00**
TOTAL FOR DESIGN AND BIDDING/AWARD SERVICES															**$255,965.47**

City of Lubbock, TX
Capital Project
Project Cost Detail
October 10, 2023

Capital Project Number:	92839
Capital Project Name:	Mechanical Systems Improvements

	Budget
Encumbered/Expended	
	$-
Agenda Item October 10, 2023	
RS&H, Inc. Amendment 15 - Contract 15200	255,965
Encumbered/Expended To Date	255,965
Estimated Costs for Remaining Appropriation	
	114,035
Remaining Appropriation	114,035
Total Appropriation	$370,000

CIP 92839 Mechanical Systems Improvements

Upgrade/Major Maintenance

Kelly Campbell - Aviation - Building Maintenance

Project Scope

The airport terminal building consists of various mechanical systems including air handling equipment, chilled water system, condenser water system, heating hot water system, and HVAC system controls. Many components of the buildings systems have been addressed as necessary or through the 2007 HVAC improvements project or the recent terminal building improvements project. However, some aging infrastructure remains. In 2023, RS&H was contracted to provide a mechanical systems assessment. This project addresses the report recommendations including but not limited to:

1. Replace existing Greenheck exhaust fan and curb that serves the boiler flue stack with an exhaust system specifically designed for boiler flue systems, such as Exhausto.
2. Replace all three primary chilled water pump
3. Replace all three condenser water pump
4. Replace HCFC-123 chillers
5. Install refrigerant leak detection system and ASHRAE 15 accessories
6. Remove sand filter from chilled water loop
7. Replace Cooling Towers
8. Replace condenser water sand filter with basin sweep system
9. Integrate chilled water and condenser water controls system into the Automated Logic Building Management System
10. Replace all three hot water secondary pumps
11. Replace AHU-025
12. Replace AHU-026
13. Replace AHU-031
14. Replace AHU-032
15. Replace AHU-027
16. Install dust mitigation items in cooling tower pump rooms
17. Replace AHU’s-013 thru -017, & -020

Project Justification

Maintaining the building mechanical systems is essential to ensuring the comfort and safety of airport patrons. The cooling for the building is provided by three water cooled chillers. These chillers operate on HCFC-123 refrigerant. HCFC refrigerants were phased out in 2020 in new equipment, with a 90% decrease in refrigerant production for service use. HCFC-123 will be entirely phased out of production in 2030. By seeking funding through the ATP/BIL program, the airport has the opportunity to advance our mechanical systems and reduce future costs. Further, existing mechanical systems within the building are energy inefficient and consume additional power using older technologies. Replacement equipment will be considerably more efficient and distribute usage in a more efficient manner resulting in reduced energy usage and heat.
While much of the aging infrastructure is operable, it is past useful life. If BIL funding is awarded, it would allow the airport modernize equipment, eliminate concerns with the refrigerant, ensure patron comfort and safety, and reduce future airport financial impacts.

Project Highlights

Council Priorities Addressed: Growth and Development

Project Dates

Consultant Selection: RS&H, selected through 5 year master A/E contact May 2020
Design Services Negotiation: July – September 2023
Design Contract Award: October 2023
Project Design Start Date: January 2024
Project Design End Date: May 2024
Bid: TBD
Construction award/grant acceptance: TBD
Project Construction Start Date: TBD
Project Construction End Date: TBD

Project History

*Upon the Notice of Funding Opportunity announcement, staff will apply for the FY 2024 competitive Airport Terminal Program (ATP) allocations of the Bipartisan Infrastructure Law (BIL). If awarded a grant, staff will move forward with the procurement process. Without a grant award, this project will be postponed, and staff will address the priorities of the report individually as necessary or explore other funding options. (The airport can submit applications through the same program in FY 2025 and FY 2026 if not selected for the FY 2024 allocation.)

Project Location

Project Appropriations

	2022 - 23 Budget CIP	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Design	$0	$370,000	$7,020,000	$0	$0	$0	$0
TOTAL	**$0**	**$370,000**	**$7,020,000**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Airport Fund Cash	$0	$370,000	$0	$0	$0	$0	$0
BIL Grant	$0	$0	$7,020,000	$0	$0	$0	$0
TOTAL	**$0**	**$370,000**	**$7,020,000**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

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Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Contract 17593, with Hi-Lite Airfield Services, LLC, for runway rubber removal at the Lubbock Preston Smith International Airport.

Item Summary

Aircraft landings create rubber deposit contaminants in touchdown areas of the runways. These contaminants decrease the friction properties of the runway and can cause loss of aircraft braking capabilities and directional control when the runways are wet.

Contract 17593 is with Hi-Lite Airfield Services LLC, using the Sourcewell Contract 110122-HLA Cooperative Purchasing Program, which offers contracts that have been established through open competition, as prescribed by the laws of the State of Texas. This contract is for runway rubber removal at Lubbock Preston Smith International Airport. The estimated area of runway requiring work is a total of 579,000 square feet, two times per year.

Description	Quantity	Unit	$ / Unit	Price
Rubber Removal Mobilization	1	EA	$3,720	$3,720
2023 Runway Rubber Removal	579,000	SF	$.07	$40,530
Rubber Removal Mobilization - 2x Per Year	2	EA	$3,720	$7,440
2024 Runway Rubber Removal	1,158,000	SF	$.07	$81,060
Rubber Removal Mobilization - 2x Per Year	2	EA	$3,720	$7,440
2025 Runway Rubber Removal	1,158,000	SF	$.07	$81,060
Rubber Removal Mobilization - 2x Per Year	2	EA	$3,720	$7,440
2026 Runway Rubber Removal	1,158,000	SF	$.07	$81,060
Rubber Removal Mobilization - 2x Per Year	2	EA	$3,720	$7,440
2027 Runway Rubber Removal	1,158,000	SF	$.07	$81,060
Total for 5 Years				**$398,250**

Airport staff and Airport Advisory Board recommend contract award to Hi-Lite Airfield Services, LLC of Adams Center, New York, for a five-year total of $398,250.

The contract is awarded by unit price. The total amount of the award is based on estimated quantities and actual expenditures may be more or less depending on the actual need. The price per unit will not change and expenditures will not exceed appropriated funds.

Contract 110122-HLA between Sourcewell Cooperative purchasing and Hi-Lite Airfield Services, LLC.

Section 271.102(a) [Cooperative Purchasing Program Participation] of the Texas Local Government Code enables a local government to participate in a cooperative purchasing program with another local government or a local cooperative organization. Section 271.102(c) provides that a local government that purchases goods or services under Subchapter F [Cooperative Purchasing Program] of the Local Government Code satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. Contract 110122-HLA between Sourcewell Cooperative purchasing and Hi-Lite Airfield Services, LLC for Airport Runway Materials and related services executed on August 16, 2022, and effective through January 13, 2027.

Fiscal Impact

Contract 17593, with an annual estimated cost of $79,650, is funded in the Airport Operating Budget.

Staff/Board Recommending

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

Attachments

Resolution 17593 - Hi-Lite Airfield Services, LLC
Contract 17593 - Hi-Lite Airfield Services, 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, Service Contract No. 17593 for runway materials and related services at the Preston Smith International Airport, by and between the City of Lubbock and Hi-Lite Airfield Services, LLC, 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract-Hi-Lite
September 15, 2023

Contract No. 17593

CITY OF LUBBOCK, TX
SERVICE CONTRACT

The underlying agreement through which Hi-Lite Airfield Services, LLC ("Contractor") for Airport Runway Materials and Related Services to the City of Lubbock (the "City") makes its cooperative purchase is as follows: Contract 110122-HLA between Sourcewell Cooperative purchasing and Hi-Lite Airfield Services, LLC ("Contractor") for Airport Runway Materials and Related Services executed on August 16, 2022 and effective through January 13, 2027.

This Service Agreement (this "Agreement") is entered into as of final signature hereto, ("Effective Date") by and between Contractor and the City

RECITALS

WHEREAS, the parties enter into this agreement in accordance with Local Government Code (LGC) §271.102 (b); and

WHEREAS, Contractor desires to perform as an independent contractor to provide for Airport Runway Materials and Related Services ("Services") to the City 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 - Price Proposal based on Contract 110122-HLA - Hi-Lite Airfield Services, LLC for Airport Runway Materials and Related Services
3. Exhibit B – Insurance Requirements

Scope of Work

Contractor shall provide the services that are specified in Exhibit A, on an as needed basis, on annual amount, not to exceed $398,250.00

Article 1 Terms

1.1 Contractor shall use its commercially reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.

1.2 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.

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.

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 executed this _____day of_____2023

CITY OF LUBBOCK

_____ BY:

Tray Payne, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM

Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR

Authorized Representative

Kelly Spinner VP of Finance

Print Name

PO Box 597

Address

Watertown, NY 13601

City, State, Zip Code

Exhibit A

Lubbock International Airport – Sourcewell Long Term Rubber Removal Proposal

Hi-Lite Airfield Services, LLC
4816 Lena Road
Bradenton, FL 34211

Attn: Raymond Trejo
City/State: Lubbock, TX

Bid Date: 08/14/23
Proposal #: 23-18049-P
Project Reference: Sourcewell Contract 110122-HLA
Completion Date: 12/29/27
Phone: (941) 713-2155

Item#	Description	Qty	Unit	$ / Unit	Price
P-620-RR.MOB	Rubber Removal Mobilization	1	EA	$ 3,720.00	$ 3,720.00
P-620-RR	2023 Runway Rubber Removal	579,000	SF	$ 0.07	$ 40,530.00
P-620-RR.MOB	Rubber Removal Mobilization - 2x Per Year	2	EA	$ 3,720.00	$ 7,440.00
P-620-RR	2024 Runway Rubber Removal	1,158,000	SF	$ 0.07	$ 81,060.00
P-620-RR.MOB	Rubber Removal Mobilization - 2x Per Year	2	EA	$ 3,720.00	$ 7,440.00
P-620-RR	2025 Runway Rubber Removal	1,158,000	SF	$ 0.07	$ 81,060.00
P-620-RR.MOB	Rubber Removal Mobilization - 2x Per Year	2	EA	$ 3,720.00	$ 7,440.00
P-620-RR	2026 Runway Rubber Removal	1,158,000	SF	$ 0.07	$ 81,060.00
P-620-RR.MOB	Rubber Removal Mobilization - 2x Per Year	2	EA	$ 3,720.00	$ 7,440.00
P-620-RR	2027 Runway Rubber Removal	1,158,000	SF	$ 0.07	$ 81,060.00
				Total:	**$ 398,250.00**

Project Description: Lubbock Preston Smith International Airport - 5 Bi-Annual Year Rubber Removal

Remarks:
***** Pricing per Sourcewell Contract # 110122-HLA*****

Mobilizations:
2023 - One Mobilization
2024-2027 - Two Mobilizations Per Year
Any additional mobilizations will be charged at $3,720 per occurrence

- Quoted quantities are estimates only. Actual quantities will be field measured and verified for invoicing
- Owner to provide adequate water source and dump site for solid/liquid debris
- Surface must be clean and free of FOD prior to painting
- No surface preparation will be performed outside Hi-Lite's scope of work. Hi-Lite will not be responsible for cleaning other entities debris or FOD

- All barricades, traffic control, escorts, badging, set up, and tear down provided by others
- All work must be performed in dry weather, with acceptable temperatures, if our warranty is to be in effect
- Stand-by time caused by others will be billed at $750/hour
- Owner to Provide Disposal of Solid and Liquid Waste
- Hi-Lite will not be liable for any liquidated damages due to time constraints caused by others
- Minimum of 10 days' notice required for scheduling
- Any changes to the scope herein that affects Hi-Lite's work will require a reevaluation of the price
- Retainage not to be held on this project and payment terms to be net 30 days
- If a Payment and Performance Bond is requested, add 2% to the total price
- Hi-Lite will not be signatory to any Union or sign any PLA for the project. Further Hi-Lite will not be bound to any agreements between any Union and the Prime Contractor

Note: This Quote/Proposal is Only Valid in its Entirety And Prices Are Valid for (30) Days. If you need further information please contact: PJ Mills - Director of Marketing & Business Development, (941) 713-2155, pj.mills@hi-lite.com

We Propose Hereby To Furnish Material and Labor in Accordance with Above Specifications For the Above Sum. Prices May Vary Slightly to Suit your Project's Particular Needs Such as Number of Mobilizations and Traffic Control. Acceptance Of This Proposal Is Only Valid in its Entirety. Note: This Proposal is Valid for 30 Days.

Date:_____ **Signature:**_____

Acceptance Of Proposal – The Above Prices, Specifications and Conditions Are Satisfactory and Hereby Accepted. You Are Authorized To Do The Work As Specified.

Date:_____ **Signature:**_____

HI-LITE AIRFIELD SERVICES, LLC
4816 Lena Road
Bradenton, FL 34211
315.583.6111
www.hi-lite.com

DocuSign Envelope ID: 96155077-2417-4FB2-8DB5-823305C69A40

Sourcewell

Solicitation Number: #110122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Hi-Lite Airfield Services, LLC, 20128 NYS Route 12F, Watertown, NY 13601 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Airport Runway Materials with Related Supplies and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires January 13, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
    b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

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references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/11/2023 | 8:31 PM CST

Hi-Lite Airfield Services, LLC

DocuSigned by:
By: Chris Miller
A3B8B1CC27414B7...
Christopher Miller
Title: President
Date: 1/11/2023 | 4:47 PM PST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 1/11/2023 | 8:42 PM CST

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RFP 110122 - Airport Runway Materials with Related Supplies and Services

Vendor Details

Company Name:	Hi-Lite Airfield Services,LLC
Address:	20128 NYS Rt 12F PO Box 597 Watertown, NY 13601
Contact:	Philip Stillman
Email:	phil.stillman@hi-lite.com
Phone:	315-583-6111 240
Fax:	315-777-8207
HST#:	35-2489959

Submission Details

Created On:	Thursday September 15, 2022 09:38:33
Submitted On:	Tuesday November 01, 2022 15:14:52
Submitted By:	Philip Stillman
Email:	phil.stillman@hi-lite.com
Transaction #:	f4c5248d-0f9d-440e-bc7b-8b6989cb1319
Submitter's IP Address:	208.125.168.82

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Hi-Lite Airfield Services, LLC.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Identifier: QVMNQC8PN376
5	Proposer Physical Address:	20128 NYS Route 12F Watertown, NY 13601
6	Proposer website address (or addresses):	www.hi-lite.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Christopher Miller President 4816 Lena Road Bradenton, FL 34211 Office: 315-583-6111 Ext. 704 Cell: 941-718-0876
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Phil Stillman Contract Manager 20128 State Route 12F Watertown, NY 13601 phil.stillman@hi-lite.com Office: 315-583-6111 ext240
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Phil Stillman Contract Manager 20128 State Route 12F Watertown, NY 13601 phil.stillman@hi-lite.com Office: 315-583-6111 ext240

Table 2: Company Information and Financial Strength

Line Item	Question	Response *

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Hi-Lite has over 30-years of work history with projects ranging from a few hundred dollars to tens of millions. The company started as a sweeping company. The first painting projects were parking lots in 1989. After a few years Hi-lite painted public roads and then airports. Each year the team executes more than 150 contracts throughout the United States, Canada, Puerto Rico, and the Caribbean Islands. Hi-Lite maintains regional operations in NY, GA, FL, PR, TX, and Canada. Hi-Lite is in the safety business, more specifically a best-in-class airfield markings contractor. Each year hundreds of contracts are completed exceeding customer expectations. Hi-Lite truly understands the aviation industry; from time being of the essence to the critical safety role marking maintenance, rubber removal and pavement preservation contributing to daily operations. Our operations are always executed following the company mantra of "Think Z" Zero Accidents, Zero Defects, and Zero Losses. Hi-Lite uses state of the art equipment with FAA approved materials. The services provided will ensure our client will pass FAA inspections on the work performed. Hi-lite's services include Rubber, Mold, Paint Removal, Airfield Painting, Pavement Preservation and Thermoplastic Surface Signs. Our products include paint, glass beads and painting equipment.
11	What are your company's expectations in the event of an award?	Upon award, Hi-Lite will begin marketing the contract as a purchasing vessel with a dedicated sales manager. This person will work hand in hand with perspective clients to establish scope of work and final project cost.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Hi-Lite Airfield Services LLC has been in the pavement markings and removal business since 1989, I have attached the 2021 Financial Audit which contains comparisons to the 2020 audit.
13	What is your US market share for the solutions that you are proposing?	Hi-Lite Airfield Services, LLC. considers its market share data to be be proprietary
14	What is your Canadian market share for the solutions that you are proposing?	Hi-Lite Airfield Services, LLC. considers its market share data to be be proprietary
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Hi-Lite Airfield Services, LLC. has never petitioned for bankruptcy
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	16a) n/a 16b) Hi-Lite is a Service Provider. Hi-lite is an in house service provider for airfield marking maintenance. Our regional offices are located though out the United States, Canada and Puerto Rico. We can provide quick service to our customers. Each region over sees our projects from sales to finished installation. We have dedicated Project managers, estimators, crews and equipment within each region. Our staff helps potential clients with a scope, writing contracts with procurement, helps non-sourcewell members become members and offers suggestions on short term and long term projects.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Hi-Lite currently holds contractor licenses in many states and, Hi-Lite is a certified applicator of Preformed Thermoplastic (Airmark). Attached are our state licenses and certifications.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspension or debarment of Hi-Lite Airfield Services, LLC. has occurred

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	None with in the past 5 years.
20	What percentage of your sales are to the governmental sector in the past three years	90%
21	What percentage of your sales are to the education sector in the past three years	0%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell Contract with an average of 2.7 million for three years.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Hi-Lite does not currently hold any GSA or SOSA contracts.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Atlanta	Graig Garland	404.427.5375
City of Dallas	James Terrazas	469.724.1360
Aerostar Holdings	Nelman Nevarez	787.289.7240

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Dallas	Government	Texas - TX	Sourcewell Generated Award of Contract No. AVI-2017-00003165 5 year term for Airfield Paint	Removal, Striping, and Painting Services at Dallas Love Field, Dallas	$9,913,748.00
DFW Airport Board	Government	Texas - TX	Multi Year Contract No.7006539	Runway Rubber Removal, Pavement Marking and Paint Removal at Dallas-Fort Worth International Airport	$2,993,362.00
City of Atlanta	Government	Georgia - GA	Multi year contract	Paint removal, permanent markings, rubber removal at Hartsfield - Jackson Atlanta International Airport	$22,747,000.00
Miami Dade County	Government	Florida - FL	Multi year contract	Paint removal, permanent markings, rubber removal at Hartsfield - Jackson Atlanta International Airport	$6,027,632.00
City of New Orleans	Government	Louisiana - LA	Multi year contract	paint removal, permanent markings, rubber removal, seal coat, friction testing at Louis Armstrong New Orleans International Airport	$1,943,995.00

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Hi-Lite Airfield Services, operations team consists of 6 internal sales and support staff. Inclusive to our internal sales and support, Hi-Lite also has 7 corporate support individuals assisting in sales and development plans. Hi-Lite's ground support has 120 specialized technicians that are regionalized for continue growth for our cooperative contract. Purchasing and installation are responsibilities for each respective region. Our support staff helps with writing contracts, discussing options with procurement, helping procurement setup a membership with Sourcewell and educating customer on how to be compliant with FAA regulations.
27	Dealer network or other distribution methods.	N/A
28	Service force.	Hi-Lite Airfield Services, LLC. boast the largest fleet of airport specific markings and fleet in the United States. Additionally, the company has over 130 employees that can be readily dispatched throughout our service area.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Regardless of how a lead is obtained (via cold call, customer outreach, response to marketing, show, etc.), the customer and a dedicated member of the Hi-Lite team will work together to establish the particulars for any perspective project. All orders will be facilitated by Hi-Lite Airfield Services, LLC. direct.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The primary Sourcewell contact will be the dedicated sales staff prior to any sales/contract. Once assigned, additional support will be provided through the assigned project manager (for installation projects) and the purchasing manager (for equipment/material purchases).
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Hi-Lite Airfield Services, LLC is committed to servicing all areas eligible for Sourcewell purchasing provided the market served is aviation based.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Hi-Lite Airfield Services, LLC is committed to servicing all areas eligible for Sourcewell purchasing provided the market served is aviation based.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Hi-Lite Airfield Services, LLC. intends to service all states and territories within the United States of American and the provinces and territories of Canada. Additional conditions apply to Alaska, Hawaii, and the territories of the USA and Canada.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Hi-Lite intends to service all sectors provided the work to be performed is on an airport.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Including the Candian territories. Minimum Mobilization Fee: $75,000 (USD) Minimum Project Size: $250,000 (USD) Maximum Duration Between Multiple Mobilizations: 30-days

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Marketing of the Sourcewell contract will come from multiple sources. 1. On the ground sales that will travel the country working with airport decision makers to develop an understanding of what this contract has to offer their airport. 2. Lunch and Learn sent to thousands of contacts developed over Hi-Lite's 30+ years in the aviation marketspace 3. Email campaigns 4. Trade Shows (such as Snow Symposium, AAE, SWIFT, etc.)	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	HI-Lite Airfield Services, LLC. primarily utilizes email campaigns to reach thousands of industry specific contacts electronically.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell will be a critical advocate for members that seek to purchase services under this solicitation that have questions regarding the procurment process. Sourcewell will be looked to as the experts in educating members that have entity specific questions. In the event of an award, Sourcewell would become a stand alone marketing campaign as detailed in question 36.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The offerings by Hi-Lite Airfield Services are not currently available through an e-procurement system.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	HI-lite Airfield Services, LLC. offers an extensive handstriper/marking layout training program available to Sourceqwell members. These classes are held at an off site facility over multiple days. Curriculum offers an in depth, hands-on, approach to operating and maintaining the latest in Graco handstriper technology.	*
41	Describe any technological advances that your proposed products or services offer.	Hi-Lite utilizes the latest hardware and software in our equipment. All paint trucks are equipped with a SkipLine system that includes automated material usage and cameras/lasers to ensure installation accuracy. The hand painting equipment is rotated every 5 years to ensure the latest technology available.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	75% of Hi-Lite's equipment fleet was manufactured or rehabilitated to the current EPA emissions as required by law.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not Applicable	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Not Applicable	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	HLAS is in the safety business, more specifically a best-in-class airfield markings contractor. Each year hundreds of contracts are completed exceeding customer expectations. Hi-Lite truly understands the aviation industry; from time being of the essence to the critical safety role marking maintenance & rubber removal contribute to daily operations. Our operations are always executed following the company mantra of "Think Z" Zero Accidents, Zero Defects, and Zero Losses.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranties will be 1 year from completion date of installation.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. All warranty work will be corrected in a timely manner in an agreed to time between the participating entity and Hi-Lite	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The Manufacturer will warranty any defect within the material. Hi-Lite will warranty the installation and placement of the material.	*
51	What are your proposed exchange and return programs and policies?	All sales are final once handed off to the customer. There are no returns or exchanges with service items.	*
52	Describe any service contract options for the items included in your proposal.	Hi-Lite Airfield Services, LLC. is prepared to enter a multi-year, multi-mobilization contract with Sourcewell members. This type of contract can be used to manage budgets long term by fixing the price over a longer duration.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Net 30 from completion or demobilization (on multiple mobilization projects)	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Hi-Lite Airfield Services, LLC. does not offer leasing or finance terms at this time.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Hi-Lite has successfully used the attached contract template with multiple customers to include the City of Des Moines, IA, Gregg County, TX and the City of Tyler, TX. We will also issue and Proposal to a customer who then issues us a Purchase Order (a sample from Horry County is attached)	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Hi-Lite Airfield Services LLC. does not accept the P-card procurement and payment process at this time.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Hi-Lite's pricing model is a 20% discount discount from typical industry pricing. See the attached price schedule.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	20%	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	In addition to the standard 20% discount Hi-Lite may be able to afford additional discounts for items such as contract duration and/or quantity. These will be evaluated on a case by case basis.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	HI-Lite will offer "sourced/open market" items under the name "non-contracted." A non-contract item can be a service or good that is not included within our price proposal. These items could be noted as exclusions from Sourcewell pricing and added as a requirement of the purchasing entity. The final price of any non-contract item shall be negotiated between Hi-Lite Airfield Service, LLC. and the Sourcewell Member. These items will include "Non-Contract" in the line item description contained on the proposal.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	General Conditions • Badging (direct and indirect expense) • Vehicle Passes • Escorting • Design, Survey, or As-Built Drawings • Shifts less than 8-hours • Bonds (bid, payment or performance) • Total project size less than $50,000 • Mobilizations less than $25,000 Item Exceptions • Rubber Removal, Paint Removal, Surface Preparation, and Mold Removal - Waste (Liquid and Solid) Disposal from removal operations • Asphalt Preservation – Friction Testing, Core Samples, and Manufacture Representation On-Site • Airport Consumables – Shipping • Training – o Travel Expenses (i.e. airfare, hotel, misc transportation, Breakfast/Dinner) o 2 Attendee minimum o Due Upon Reservation – 50% of Balance o Cancelation Penalty – no charge up to 10-days prior. Within 10-days the deposit will be forfeited	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	When applicable, freight will be an additional cost. Hi-Lite will source a third party with all cost incurred being passed to the customer. This only applies to material purchases, not service offerings.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	When applicable, freight will be an additional cost. Hi-Lite will source a third party with all cost incurred being passed to the customer. This only applies to material purchases, not service offerings.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Hi-Lite assigns a project class to each or our jobs and Sourcewell is a project class. This allows us to isolate in reports just the Sourcewell projects so we know what we have worked on. A Sample contract list is attached.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Hi-Lite job costs all its projects. We track the following costs on each job we work in to trace profitablility and improve our estimating. Payroll & Payroll Taxes, Material, Equipment Rental, Subcontractors, Travel Costs and Overhead Burden
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2%

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Hi-lite Airfield Services, LLC is the leading airfield service provider in the US. Hi-Lite will deliver to following services under the RFP in accordance to FAA and ICAO Specifications : Airfield Painting (Runway, Taxiway, Apron, Service Road, and Secure Areas), Airfield Paint Removal (Runway, Taxiway, Apron, Service Road, and Secure Areas), Rubber Removal (Waterblasting and Combo Method (Waterblasting with Chemicals), Surface Preparation (Mold Removal, Cure Removal, and Stain Removal) Hot Pour Asphalt Crack Sealing, Seal Coating, and Friction Testing
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Type of Paint (TT-P-1952F Type I, TT-P-1952F Type II,TT-P-1952F Type III), Colors of Paint(White, Yellow, Black, Red, Blue, and Green) Type of Glass Beads (TT-B-1325D Type I, TT-B-1325D Type III, TT-B-1325D Type IV), Crack Seal (Type I, Type III), Seal Coating (GSB-78, GSB-88, Rejuvaseal), and Preformed Thermoplastic

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Airfield marking materials and supplies; examples of included items are paints, thermoplastics, and glass beads	(•) Yes ( ) No	Paint - TT-P-1952F Type I,II,III (White, Yellow, Black, Red, Blue and Green ; Glass Beads TT-B-1325D Type I,III,IV ; Preformed Thermoplastic	*
72	Runway deicer (solids or liquids)	( ) Yes (•) No	N/A	*
73	Rubber removal agents	(•) Yes ( ) No	Aerogreen 4035 (Rubber Remover) Aerogreen 4025 (Mildew Remover)	*
74	Firefighting agents; such as AR-AFFF Foams, AFFF Foams, Purple K and Halotron	( ) Yes (•) No	N/A	
75	Airport lighting, such as: beacons, wind cones, and runway lights	( ) Yes (•) No	N/A	*
76	Services for airport and airfield repair, maintenance	(•) Yes ( ) No	Seal Coat (GSB-78, GSB-88, and Rejuvaseal), Crack Seal I,II	
77	Complementary offering of non-FAA compliant parts, supplies, and services, related to the offering described in 71-76	( ) Yes (•) No	N/A	

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - SOURCEWELL MASTER PRICE LIST 11-1-22.pdf - Tuesday November 01, 2022 15:01:11
- Financial Strength and Stability - 12. Hi-Lite 2021 Audit with 2020 Comparisons.pdf - Tuesday November 01, 2022 15:01:57
- Marketing Plan/Samples - HLSourcewel-Brochure11x17-2020.pdf - Tuesday November 01, 2022 15:08:34
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples - 55. Hi-Lite - Contract Template - Sourcewell.pdf - Tuesday November 01, 2022 15:04:25
- Upload Additional Document - Examples noted with in our bid.pdf - Tuesday November 01, 2022 15:07:00

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Christopher Miller, Vice President of Finance, Hi-Lite Airfield Services, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ○ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Airport_Runway_Materials_RFP_110122 Tue October 25 2022 01:22 PM	☑	1
Addendum_5_Airport_Runway_Materials_RFP_110122 Wed October 19 2022 11:25 AM	☑	1
Addendum_4_Airport_Runway_Materials_RFP_110122 Mon October 17 2022 10:55 AM	☑	1
Addendum_3_Airport_Runway_Materials_RFP_110122 Thu October 6 2022 06:27 PM	☑	1
Addendum_2_Airport_Runway_Materials_RFP_110122 Thu September 29 2022 04:26 PM	☑	1
Addendum_1_Airport_Runway_Materials_RFP_110122 Wed September 28 2022 04:15 PM	☑	1

EXHIBIT B

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):

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. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

Airport Commercial Liability Requirements: Excess liability of $10M is needed for this project.

Automobile Liability Requirements: $1M – CSL/Occurrence

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… Employer Liability ($1M min) is required with Workers Compensation.

- 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
1314Avenue K, 9th Floor
Lubbock, Texas 79401

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

AI# 11993
Regular City Council Meeting 5. 28.
10/10/2023:

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution ratifying the acts of the Chief Financial Officer in executing the acceptance of an award of a Federal Transit Administration Section FY 2022 Section 5339(c) Low-No Discretionary Grant (Project ID TX-2023-120-00), to be used to purchase up to forty-eight 40-foot and 35-foot Gillig hybrid electric buses.

Item Summary

The Federal Transit Administration (FTA) has allocated $39,600,000 in Section 5339(c) Low-No Discretionary Grant funds to the City of Lubbock/Citibus. These funds will be used to purchase up to 48 forty-foot and thirty-five-foot Gillig hybrid electric buses, to replace older buses that have exceeded their useful life. Citibus was awarded 5,940,000 Transportation Development Credits (TDCs) provided by the Texas Department of Transportation (TxDOT), that will be used for the local match for the FY 2022 Section 5339(c) grant.

Federal Transit Administration regulations require that all grants must be applied for and executed electronically. The grant has been electronically executed by the City of Lubbock Chief Financial Officer.

Fiscal Impact

The local match required for this grant has been matched by Transportation Development Credits provided by the Texas Department of Transportation. Acceptance of this grant will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Chris Mandrell, General Manager of Citibus

Attachments

Resolution - Citibus Grant for Electric Buses
FTA FY 22 Section 5339(c) Grant

RESOLUTION

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

THAT the City Council of the City of Lubbock does hereby ratify the acts of the Chief Financial Officer for and on behalf of the City of Lubbock, in connection with the acceptance of an award under the Section FY 2022 Section 5339(c) Low-No Discretionary Grant, Project ID No. TX-2023-120-00 with the Federal Transit Administration to be used to purchase up to forty-eight 40' and 35' Gilig hybrid electric buses, and all related acts and documents. Documentation of said award is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Mitch Satterwhite, First Assistant City Attorney

ccdocs/RES.Citibus Grant TX-2023-120-00
September 27, 2023

DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Award

Federal Award Identification Number (FAIN)	TX-2023-120-00
Temporary Application Number	1993-2023-6
Award Name	Lubbock-Citibus FY 2022 Section 5339(c) Discretionary Grant Capital
Award Status	Active (Executed)
Award Budget Number	0

Period of Performance Start Date	9/22/2023	
Original Period of Performance End Date	6/1/2029	
Current Period of Performance End Date	6/1/2029	Revision #: 0

Budget Period Start Date	9/22/2023
Budget Period End Date	6/1/2029

Part 1: Recipient Information

Name: LUBBOCK, CITY OF

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1993	City	CITY OF LUBBOCK	LXDNEKWRVKJ6	058213893

Location Type	Address	City	State	Zip
Headquarters	1314 AVENUE K	LUBBOCK	TX	79401
Physical Address	1314 AVENUE K	LUBBOCK	TX	79401
Mailing Address	P.O. BOX 2000	LUBBOCK	TX	79457

Union Information

Union Name	NONE
Address 1	
Address 2	
City	
State	
Zipcode	00000
Contact Name	
Telephone	
Fax	00000
E-mail	
Website	

Part 2: Award Information

Title: Lubbock-Citibus FY 2022 Section 5339(c) Discretionary Grant Capital

FAIN	Award Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
TX-2023-120-00	Active (Executed)	Grant	Region 6	7/18/2023	7/18/2023	No

Award Executive Summary
Lubbock-Citibus FY 2022 Section 5339(c) Low-No Discretionary Grant - These funds will be used to purchase up to forty-eight 40' and 35' Gillig hybrid electric buses to replace older buses that have past their useful life. Lubbock-Citibus was awarded $39,600,000 in federal funds that will be matched with transportation development credits (TDCs) provided by the Texas Department of Transportation in the amount of 5,940,000. This grant request is within the acceptable limits of the fleet ratio which is shown in the Fleet Details of the Recipient ID section.

Match:
The local match will be provided by TxDOT in the form of Transportation Development Credits (TDCs) in the amount of 5,940,000. All eligible expenses under the Low-No Program are attributable to compliance with the Clean Air Act and the Americans with Disabilities Act. Therefore the Federal share of the cost of leasing or purchasing a transit bus is not to exceed 85 percent of the total transit bus cost.

The Gillig buses will be 12 year useful life buses.

Fixed Route Fleet - 75 total with a spare ratio of 15.38%.
Paratransit Fleet - 28 total with a spare ratio of 21.42%.

This Application for Section 5339(c) Federal Assistance is allocated to the City of Lubbock-Citibus. Attached to this application is the FY 2023 - 2026 STIP approval signed by FTA and FHWA which describes the FY 2022 funds being used in this grant.

Frequency of Milestone Progress Reports (MPR)
Quarterly

Frequency of Federal Financial Reports (FFR)

Quarterly

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?
No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Award Description

Purpose
These funds will be used to purchase up to forty-eight total 40' and 35' Gillig hybrid electric buses to replace older buses that have past their useful life.

Activities to be performed:
Bus procurement

Expected outcomes:
These new hybrid electric buses will make transportation more reliable, sustainable and environmentally friendly.

Intended beneficiaries:
Hybrid electric buses offer a wide range of benefits including increased efficiency, a quieter ride, significantly lower emissions and decreased maintenance costs. All citizens within the City of Lubbock will benefit from these buses being that they will reduce noise and greenhouse gas emissions which will provide cleaner air for our communities. Our passengers will especially benefit from these buses by enjoying a smoother, quieter and more comfortable ride.

Subrecipient Activities:
None

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Rebecca	Rodriguez	Accountant/Planning Analyst	rebeccarodriguez@citibus.com	(806) 775-3443 8067753443
Rosalyn	Brown	Financial Analyst	rosalyn.brown@dot.gov	(817)-978-0555
	marc.oliphant@dot.gov	Community Planner		

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Low or No Emission Grants Competitive	5339-2	20526	$39,600,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$5,940,000
Adjustment			$0
Total Eligible Cost			**$39,600,000**

Award Budget

Project Number		Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2023-120-01-00	111-00 (111-A1)	BUS - ROLLING STOCK	$39,000,000.00	$0.00	$39,000,000.00	46
TX-2023-120-01-00	11.12.01	BUY REPLACEMENT 40-FT BUS	$24,264,539.00	$0.00	$24,264,539.00	28
TX-2023-120-01-00	11.12.02	BUY REPLACEMENT 35-FT BUS	$14,735,461.00	$0.00	$14,735,461.00	18
TX-2023-120-01-00	117-00 (117-A2)	OTHER CAPITAL ITEMS (BUS)	$600,000.00	$0.00	$600,000.00	0

TX-2023-120-01-00	11.7D.02	EMPLOYEE EDUCATION/ TRAINING	$600,000.00	$0.00	$600,000.00	0

Discretionary Allocations

Discretionary ID	Project Title	Amount Applied	FAIN	Congressional Release Date
D2022-LWNO-093	City of Lubbock/Citibus Gillig 40' hybrid electric bus replacement	$39,600,000	TX-2023-120-00	8/10/2022

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
TX-34-0186	TX-2023-120-01-00	OTHER CAPITAL ITEMS (BUS)	117-00 (117)	A2	480000	Texas	2022.3J.34.LJ.1	00	Low-No Competitive Grants (IIJA)	$600,000	$600,000
TX-34-0186	TX-2023-120-01-00	BUS - ROLLING STOCK	111-00 (111)	A1	480000	Texas	2022.3J.34.LJ.1	00	Low-No Competitive Grants (IIJA)	$39,000,000	$39,000,000

Part 3: Project Information

Project Title: Purchase of up to forty-eight 40' and 35' Gillig hybrid electric buses.

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2023-120-01-00	1993-2023-6-P1	8/2/2023	9/1/2022	3/1/2029

Project Description
Lubbock-Citibus FY 2022 Section 5339(c) Low-No Discretionary Grant - These funds will be used to purchase up to forty-eight 40' and 35' Gillig hybrid electric buses to replace older buses that have past their useful life. Lubbock-Citibus was awarded $39,600,000 in federal funds that will be matched with transportation development credits (TDCs) provided by the Texas Department of Transportation in the amount of 5,940,000. This grant request is within the acceptable limits of the fleet ratio which is shown in the Fleet Details of the Recipient ID section.

Match:
The local match will be provided by TxDOT in the form of Transportation Development Credits (TDCs) in the amount of 5,940,000. All eligible expenses under the Low-No Program are attributable to compliance with the Clean Air Act and the Americans with Disabilities Act. Therefore the Federal share of the cost of leasing or purchasing a transit bus is not to exceed 85 percent of the total transit bus cost.

The Gillig buses will be 12 year useful life buses.

Fixed Route Fleet - 75 total with a spare ratio of 15.38%.

Paratransit Fleet - 28 total with a spare ratio of 21.42%.

This Application for Section 5339(c) Federal Assistance is allocated to the City of Lubbock-Citibus. Attached to this application is the FY 2023 - 2026 STIP approval signed by FTA and FHWA which describes the FY 2022 funds being used in this grant.

Project Benefits
Replacing older buses that are past their useful life. We expect this will relieve backlog as well as cost in our maintenance department with the disposal of older buses.

Additional Information
First (15) VIN numbers of the buses that are to be replaced.

Year Make Model VIN Total Mileage
2000 NOVA Low Floor 2NVYL82S7X3000282 904,455
2000 NOVA Low Floor 2NVYL82SXX3000292 884,796
2000 NOVA Low Floor 2NVYL82S5X3000295 923,190
2001 NOVA Low Floor 2NVYL82S313000321 760,922
2001 NOVA Low Floor 2NVYL82S213000326 797,557
2001 NOVA Low Floor 2NVYL82S413000294 917,837
2001 NOVA Low Floor 2NVYL82S313000299 869,860
2001 NOVA Low Floor 2NVYL82S113000317 805,215
2001 NOVA Low Floor 2NVYL82S413000330 923,761
2005 GILLIG Low Floor 15GGD211X51076079 517,353
2001 NOVA Low Floor 2NVYL82S313000318 734,475
2001 NOVA Low Floor 2NVYL82S013000325 886,386
2001 NOVA Low Floor 2NVYL82S313000304 879,000
2001 NOVA Low Floor 2NVYL82S913000310 940,466
2005 GILLIG Low Floor 15GGD211451076076 544,738

Location Description
New buses will be in service throughout our service area, the City of Lubbock.

Project Location (Urbanized Areas)

UZA Code	Area Name
480000	Texas
481350	Lubbock, TX

Congressional District Information

State	District	Representative
Texas	19	Jodey Arrington

Program Plan Information

STIP/TIP
Date: 5/17/2022

Description: Page 48

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Low or No Emission Grants Competitive	5339-2	20526	$39,600,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$5,940,000
Adjustment			$0
Total Eligible Cost			**$39,600,000**

Project Budget

Project Number		Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2023-120-01-00	111-00 (111-A1)	BUS - ROLLING STOCK		$39,000,000.00	$0.00	$39,000,000.00	46
TX-2023-120-01-00		11.12.01	BUY REPLACEMENT 40-FT BUS	$24,264,539.00	$0.00	$24,264,539.00	28
TX-2023-120-01-00		11.12.02	BUY REPLACEMENT 35-FT BUS	$14,735,461.00	$0.00	$14,735,461.00	18
TX-2023-120-01-00	117-00 (117-A2)	OTHER CAPITAL ITEMS (BUS)		$600,000.00	$0.00	$600,000.00	0
TX-2023-120-01-00		11.7D.02	EMPLOYEE EDUCATION/ TRAINING	$600,000.00	$0.00	$600,000.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.12.02 - BUY REPLACEMENT 35-FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.02	BUY REPLACEMENT 35-FT BUS	BUY REPLACEMENTS - CAPITAL BUS	18

Extended Budget Description
Lubbock-Citibus FY 2022 Section 5339(c) Low-No Discretionary Grant - These funds will be used to purchase up to forty-eight 40' and 35' Gillig hybrid electric buses to replace older buses that have past their useful life. Lubbock-Citibus was awarded $39,600,000 in federal funds that will be matched with transportation development credits (TDCs) provided by the Texas Department of Transportation in the amount of 5,940,000. This grant request is within the acceptable limits of the fleet ratio which is shown in the Fleet Details of the Recipient ID section.

Match:
The local match will be provided by TxDOT in the form of Transportation Development Credits (TDCs) in the amount of 5,940,000. All eligible expenses under the Low-No Program are attributable to compliance with the Clean Air Act and the Americans with Disabilities Act. Therefore the Federal share of the cost of leasing or purchasing a transit bus is not to exceed 85 percent of the total transit bus cost.

The Gillig buses will be 12 year useful life buses.

Fixed Route Fleet - 75 total with a spare ratio of 15.38%.
Paratransit Fleet - 28 total with a spare ratio of 21.42%.

This Application for Section 5339(c) Federal Assistance is allocated to the City of Lubbock-Citibus. Attached to this application is the FY 2023 - 2026 STIP approval signed by FTA and FHWA which describes the FY 2022 funds being used in this grant.

*Lubbock has partnered with Gillig for this grant application (as encouraged in the NOFO) so will not go through the RFP process.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Hybrid Electric	New	35'

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Low or No Emission Grants Competitive	5339-2	20526	$14,735,461
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0

Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$14,735,461**

Milestone Name	Est. Completion Date	Description
Contract Award Date	9/1/2022	
Initial Delivery Date	10/31/2023	First buses delivered
Final Delivery Date	12/31/2028	Final buses delivered
Contract Completion Date	3/1/2029	

Budget Activity Line Item: 11.7D.02 - EMPLOYEE EDUCATION/TRAINING

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7D.02	EMPLOYEE EDUCATION/ TRAINING	TRAINING - CAPITAL BUS	0

Extended Budget Description
Lubbock-Citibus FY 2022 Section 5339(c) Low-No Discretionary Grant - These funds will be used to develop apprenticeships, on-the-job training, and/or instructional training for our maintenance and operations employees as well as addressing workforce shortages by developing partnerships with high schools, community colleges, and other community organizations.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Low or No Emission Grants Competitive	5339-2	20526	$600,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$600,000**

Milestone Name	Est. Completion Date	Description
Start Date	9/1/2023	
End Date	12/31/2028	

Budget Activity Line Item: 11.12.01 - BUY REPLACEMENT 40-FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.01	BUY REPLACEMENT 40-FT BUS	BUY REPLACEMENTS - CAPITAL BUS	28

Extended Budget Description
Lubbock-Citibus FY 2022 Section 5339(c) Low-No Discretionary Grant - These funds will be used to purchase up to forty-eight 40' and 35' Gillig hybrid electric buses to replace older buses that have past their useful life. Lubbock-Citibus was awarded $39,600,000 in federal funds that will be matched with transportation development credits (TDCs) provided by the Texas Department of Transportation in the amount of 5,940,000. This grant request is within the acceptable limits of the fleet ratio which is shown in the Fleet Details of the Recipient ID section.

Match:
The local match will be provided by TxDOT in the form of Transportation Development Credits (TDCs) in the amount of 5,940,000. All eligible expenses under the Low-No Program are attributable to compliance with the Clean Air Act and the Americans with Disabilities Act. Therefore the Federal share of the cost of leasing or purchasing a transit bus is not to exceed 85 percent of the total transit bus cost.

The Gillig buses will be 12 year useful life buses.

Fixed Route Fleet - 75 total with a spare ratio of 15.38%.
Paratransit Fleet - 28 total with a spare ratio of 21.42%.

This Application for Section 5339(c) Federal Assistance is allocated to the City of Lubbock-Citibus. Attached to this application is the FY 2023 - 2026 STIP approval signed by FTA and FHWA which describes the FY 2022 funds being used in this grant.

*Lubbock has partnered with Gillig for this grant application (as encouraged in the NOFO) so will not go through the RFP process.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Hybrid Electric	New	40'

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Low or No Emission Grants Competitive	5339-2	20526	$24,264,539
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$5,940,000
Adjustment			$0
Total Eligible Cost			**$24,264,539**

Milestone Name	Est. Completion Date	Description
Contract Award Date	9/1/2022	
Initial Delivery Date	10/31/2023	First buses delivered
Final Delivery Date	12/31/2028	Final buses delivered
Contract Completion Date	3/1/2029	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.01	BUY REPLACEMENT 40-FT BUS	28	$24,264,539.00	$24,264,539.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7D.02	EMPLOYEE EDUCATION/ TRAINING	0	$600,000.00	$600,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.02	BUY REPLACEMENT 35-FT BUS	18	$14,735,461.00	$14,735,461.00

Part 4: Fleet Details

Fleet Type: Other

Fleet Comments
18 Total Support Vehicles:

8 - Staff support Vehicles
7 - Supervisor Vehicles
3 - Maintenance Shop Trucks

		Current Value
I.	**Active Fleet**	

	A. Peak Requirement	18
	B. Spares	0
	C. Total (A+B)	18
	D. Spare Ratio (B/A)	0%
II.	**Inactive Fleet**	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	**Total (I.C and II.C)**	18

Fleet Type: Fixed Route

Fleet Comments
This grant request is within the acceptable limits of the fleet ration which is shown in the Fleet Details of the Recipient ID section.

Citibus' fleet currently consists of the following:

Type Quantity Year Make/Model
Bus 11 2000 Nova Bus LFS
Bus 18 2001 Nova Bus LFS
Bus 4 2004 Gillig Low-Floor
Bus 10 2005 Gillig Low-Floor
Bus 7 2006 Gillig Low-Floor
Bus 6 2009 Gillig Hybrid-Electric
Bus 2 2011 Gillig Hybrid-Electric
Bus 4 2013 Gillig Hybrid-Electric
Bus 4 2017 Gillig Low-Floor
Bus 4 2018 Gillig Low-Floor
Bus 6 2019 Gillig Low-Floor
Bus 2 2019 Proterra Catalyst E2
Trolley 2 2000 Chance Trolley

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	67
	B. Spares	8
	C. Total (A+B)	75
	D. Spare Ratio (B/A)	11.94%
II.	**Inactive Fleet**	
	A. Other	0
	B. Pending Disposal	10
	C. Total (A+B)	10
III.	**Total (I.C and II.C)**	85

Fleet Type: Paratransit

Fleet Comments
This grant request is within the acceptable limits of the fleet ration which is shown in the Fleet Details of the Recipient ID section.

Citibus' paratransit fleet current consists of the following:

Type Quantity Year Make/Mode
Van 14 2016 Chevy Arboc
Van 8 2020 Dodge Promaster
Van 10 2020 New England Wheels Front Runner
Van 2 2021 Dodge Promaster

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	23
	B. Spares	11
	C. Total (A+B)	34
	D. Spare Ratio (B/A)	47.83%
II.	**Inactive Fleet**	
	A. Other	0
	B. Pending Disposal	4
	C. Total (A+B)	4
III.	**Total (I.C and II.C)**	38

Part 5: FTA Review Comments

Application Review Comments

Comment By	**Eboni Younger-Riehl**
Comment Type	Application Details
Date	8/23/2023
Comment	FOR GRANTS THAT INCLUDE FTA-ASSISTED VEHICLES ONLY Transit Vehicle Manufacturers (TVM) must have an approved FTA DBE Goal prior to bidding on contract. For a current listing, see https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-tvms-list. Recipient must ensure that all vehicles purchased are accessible and purchased from an FTA approved TVM. IF DEMAND-RESPONSIVE VEHICLES INCLUDED IN APPLICATION : In accordance with 49 CFR 37.77, public funded entities operating demand-responsive service which receive financial assistance from the Federal Transit Act must file a certificate of equivalent service before procuring any inaccessible demand-responsive vehicle. Please contact FTACivilRightsSupport@dot.gov for more information.

Comment By	**Troy Thomas**

Comment Type	Application Details
Date	8/29/2023
Comment	• Recipient must not acquire telecommunications and video surveillance equipment for rolling stock from: Huawei Technologies Company; ZTE Corporation; Hytera Communications Corporation; Hangzhou Hikvision Digital Technology Company; or Dahua Technology Company. This prohibition includes rolling stock telecommunications and video surveillance equipment, commercial items and micro-purchases in accordance with Section 889 of the 2019 National Defense Authorization Act. • Recipients must not procure rolling stock from certain transit vehicle manufacturers. Refer to 49 U.S.C. Section 5323(u) of federal public transportation law, which limits the use of FTA funds, and in some circumstances local funds, to procure rolling stock from certain transit vehicle manufacturers. Refer to https://www.transit.dot.gov/funding/procurement/frequently-asked-questions-regarding-section-7613-national-defense for additional guidance. • 49 CFR Part 26.49(a) states 'If you are an FTA recipient, you must require in your DBE program that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, certify that it has complied with the requirements of this section.' FTA's current list of eligible TVMs can be found at https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers. • 49 CFR Part 26.49(a)(4) states 'FTA recipients are required to submit within 30 days of making an award, the name of the successful bidder, and the total dollar value of the contract in the manner prescribed in the grant agreement.' The Transit Vehicle Award Reporting Forms can be found on FTA's website at https://www.surveymonkey.com/r/vehicleawardreportsurvey. Please take a screenshot of the completed report before submission and retain locally to demonstrate compliance with this requirement during oversight activities such as Triennial Review and/or State Management Reviews. • Recipient must comply with the statutory requirements in FTA Circular 4220.1F, 3rd Party Contracting Guidance, as they apply to acquiring rolling stock including 49 CFR Part 661, Buy America Requirements, 49 CFR 663, Pre-Award and Post-Delivery Audits, accessibility, minimum service life, spare ratios, air pollution and fuel economy, bus testing, in-state dealers, basis for contract award and five-year limitation. • Recipient must comply with the Recipient's procurement policies and procedures as they apply to FTA-funded projects. • The information provided above is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to federal compliance and require additional information. This confirmation is not an express or implied promise of project compliance with federal requirements.

Application Review Comments

Comment By	**Marc Oliphant**
Comment Type	Pre-Award Manager Returns Application
Date	8/28/2023
Comment	I updated the milestones (added RFP). Please take a look, edit as needed, and resubmit ASAP.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-30)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(30), http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: LUBBOCK, CITY OF

Recipient ID: 1993

UEI: LXDNEKWRVKJ6

DUNS: 058213893

Award Information

Federal Award Identification Number: TX-2023-120-00

Award Name: Lubbock-Citibus FY 2022 Section 5339(c) Discretionary Grant Capital

Award Start Date: 9/22/2023

Original Award End Date: 6/1/2029

Current Award End Date: 6/1/2029

Award Executive Summary: Lubbock-Citibus FY 2022 Section 5339(c) Low-No Discretionary Grant - These funds will be used to purchase up to forty-eight 40' and 35' Gillig hybrid electric buses to replace older buses that have past their useful life. Lubbock-Citibus was awarded $39,600,000 in federal funds that will be matched with transportation development credits (TDCs) provided by the Texas Department of Transportation in the amount of 5,940,000. This grant request is within the acceptable limits of the fleet ratio which is shown in the Fleet Details of the Recipient ID section.

Match:
The local match will be provided by TxDOT in the form of Transportation Development Credits (TDCs) in the amount of 5,940,000. All eligible expenses under the Low-No Program are attributable to compliance with the Clean Air Act and the Americans with Disabilities Act. Therefore the Federal share of the cost of leasing or purchasing a transit bus is not to exceed 85 percent of the total transit bus cost.

The Gillig buses will be 12 year useful life buses.

Fixed Route Fleet - 75 total with a spare ratio of 15.38%.
Paratransit Fleet - 28 total with a spare ratio of 21.42%.

This Application for Section 5339(c) Federal Assistance is allocated to the City of Lubbock-Citibus. Attached to this application is the FY 2023 - 2026 STIP approval signed by FTA and FHWA which describes the FY 2022 funds being used in this grant.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: $39,600,000.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $39,600,000.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $39,600,000.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $0.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Low or No Emission Grants Competitive	5339-2	20526	$39,600,000
Local			$0

Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$5,940,000
Adjustment			$0
Total Eligible Cost			**$39,600,000**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified
DOL Review Date: 9/21/2023
DOL Certification Date: 9/21/2023

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Gail Lyssy
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: gail.lyssy@dot.gov
Award Date: 9/22/2023

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,

(d) Covenants, and
(e) Materials,

(3) Consents to comply with the requirements of this FTA Award, and

(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Blu Kostelich
Chief Financial Officer
LUBBOCK, CITY OF
9/25/2023

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 326000024, with Dailey & Wells Communications, Inc., for the replacement of microwave communications network hardware utilized by the Public Safety Radio System.

Item Summary

The purchase will upgrade the Public Safety Radio System's Microwave Communications Network. The purchase will provide for a more secure and reliable environment for the radio communications system utilized by City of Lubbock Police, Lubbock Fire and Rescue, City departments, and our regional public safety partners that utilize the system.

Dailey & Wells Communications, Inc., is the sole source provider for the Harris System in the region. The sole source procurement is exempt from competitive bidding pursuant to Texas Local Government Code Chapter 252.022(a)(7)(A).

Fiscal Impact

Purchase Order 326000024 for $390,569.81, is funded in Capital Improvement Project 92780 Radio Shop, Radio System Upgrade.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
James C. Brown, Chief Information Officer

Attachments

Dailey Wells Communications _ Resolution PO 326000024
PO Dailey Wells
CIP 92780 _Radio System Upgrade

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order Contract No. 32600024 for an upgrade of Radio System's Microwave Communications Network, by and between the City of Lubbock and Dailey Wells Communications, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract-Dailey Wells Communications
October 2, 2023

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 10/5/2023
Order Number 32501090 000 OP
Branch/Plant 2242

TO: DAILEY WELLS COMMUNICATIONS INC
3440 E HOUSTON ST
SAN ANTONIO TX 78219

SHIP TO: CITY OF LUBBOCK
RADIO REPAIR SHOP
ATTN: MALISA LONG
530 36TH STREET, SUITE 200
LUBBOCK TX 79404

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

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

Ordered 10/5/2023 Freight .
Requested 11/10/2023 Taken By D HEATH
Delivery Per J Zhine / Req # 60843 Quote 2023-2962/HGAC RA05-21

If you have any questions please contact Jay Zhine at JZhine@mail.ci.lubbock.tx.us or by phone at 806-775-2366

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Portable XL-95P 7/800MHZ Blk	10.000	1,628.0000	EA	16,280.00	11/10/2023
#XN-PF78M					
Operatn NiFog/P25 Phase 2 TDMA	10.000	185.0100	EA	1,850.10	11/10/2023
#XN-FW2X #XN-PL4F					
Feature Link Layer Authenticat	10.000	74.0000	EA	740.00	11/10/2023
#XN-LLA					
Feature 256-AES 64DES Encryptn	10.000	555.0000	EA	5,550.00	11/10/2023
#XN-PKG8F					
Feature Pkg P25 Trunking	10.000	814.0000	EA	8,140.00	11/10/2023
#XN-PKGPT					
Feature In-Band GPS	10.000	222.0000	EA	2,220.00	11/10/2023
#XN-PL8N					
Battery 7.4V 41000 mAh 30.3 Wh	10.000	115.4400	EA	1,154.40	11/10/2023
LiPo #PM234361LIP					
Antenna 1/4 Wave / Speaker Mic	10.000	159.1000	EA	1,591.00	11/10/2023
#XN-NC8F #XN-AE9D					

City of Lubbock TEXAS

PURCHASE ORDER

Date - 10/5/2023

Order Number 32501090 000 OP

Branch/Plant 2242

TO: DAILEY WELLS COMMUNICATIONS INC
3440 E HOUSTON ST
SAN ANTONIO TX 78219

SHIP TO: CITY OF LUBBOCK
RADIO REPAIR SHOP
ATTN: MALISA LONG
530 36TH STREET, SUITE 200
LUBBOCK TX 79404

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

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

Ordered 10/5/2023 Freight .

Requested 11/10/2023 Taken By D HEATH

Delivery Per J Zhine / Req # 60843 Quote 2023-2962/HGAC RA05-21

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Charger 1-Bay Tri-Chemistry	10.000	111.0000	EA	1,110.00	11/10/2023
#XN-CH5X					
Shipping	1.000	121.0000	EA	121.00	11/10/2023
Handling					
Portable XL-95P 7/800MHZ Blk	25.000	1,628.0000	EA	40,700.00	11/10/2023
#XN-PF78M					
Operatn NiFog/P25 Phase 2 TDMA	25.000	185.0100	EA	4,625.25	11/10/2023
#XN-FW2X #XN-PL4F					
Feature Link Layer Authenticat	25.000	74.0000	EA	1,850.00	11/10/2023
#XN-LLA					
Feature SingleKey Des Encryptn	25.000	.0200	EA	.50	11/10/2023
AES Encrpytn #XN-PL4U #XN-PL9E					
Feature Pkg P25 Trunking	25.000	814.0000	EA	20,350.00	11/10/2023
#XN-PKGPT					
Feature In-Band GPS	25.000	222.0000	EA	5,550.00	11/10/2023
#XN-PL8N					

City of Lubbock TEXAS

PURCHASE ORDER

Date - 10/5/2023

Order Number 32501090 000 OP

Branch/Plant 2242

TO: DAILEY WELLS COMMUNICATIONS INC
3440 E HOUSTON ST
SAN ANTONIO TX 78219

SHIP TO: CITY OF LUBBOCK
RADIO REPAIR SHOP
ATTN: MALISA LONG
530 36TH STREET, SUITE 200
LUBBOCK TX 79404

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

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

Ordered 10/5/2023 Freight

Requested 11/10/2023 Taken By D HEATH

Delivery Per J Zhine / Req # 60843 Quote 2023-2962/HGAC RA05-21

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Battery 7.4V 41000 mAh 30.3 Wh	25.000	115.4400	EA	2,886.00	11/10/2023
LiPo #PM234361LIP					
Antenna 1/4 Wave / Speaker Mic	25.000	159.1000	EA	3,977.50	11/10/2023
#XN-NC8F #XN-AE9D					
Charger 1-Bay Tri-Chemistry	25.000	111.0000	EA	2,775.00	11/10/2023
#XN-CH5X					
Shipping	1.000	350.9000	EA	350.90	11/10/2023
Handling					
				Total Order	

Terms NET 30 DAYS 121,821.65

This purchase order encumbers funds in the amount of $121,821.65 awarded to Dailey Wells Communications, Inc. of San Antonio, TX, on _____, 2023. The following is incorporated into and made part of this purchase order by reference: Quote dated October 02, 2023, from Dailey Wells Communications, Inc. of San Antonio, TX, and Contract HGAC RA05-21.

Resolution #_____

CITY OF LUBBOCK: ATTEST:

_____ _____

Tray Payne, Mayor Courtney Paz, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Lubbock, TX
Capital Project
October 2, 2023

Capital Project Number:	92780
Capital Project Name:	Radio System Upgrade

	Budget
Encumbered/Expended	
Dailey & Wells Communications, Inc.	$747,279
	-
	-
Agenda Item October 10, 2023	
Dailey & Wells Communications, Inc.	390,570
Encumbered/Expended To Date	1,137,848
Estimated Costs for Remaining Appropriation	
Radio System Upgrade	112,152
Remaining Appropriation	112,152
Total Appropriation	$1,250,000

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the City Manager, or his designee, to purchase all the vehicles and equipment approved for replacement, for Fiscal Year 2023-24, to replace essential assets in various City departments and Citibus.

Item Summary

The City of Lubbock, like many other organizations, has experienced challenges related to supply chain shortages, especially with vehicle purchases. The Fleet Operations Department continues to experience issues in ordering and receiving vehicles for the current fiscal year.

While the vehicles and equipment have been ordered, delivery on many of these purchases has been delayed with no definitive timeframe or guarantee from the vendors that our orders will be fulfilled.

In May 2023, the City Council authorized the City Manager to advance purchase 42 vehicles from the Fiscal Year 2023-24 Vehicle Replacement Schedule. This allowed the Fleet Department to place orders for those vehicles prior to or within the buying window established by the vehicle manufacturers.

The following 56 vehicles/equipment from the upcoming FY23-24 Vehicle Replacement Schedule need to be purchased for the City:

Facilities Management:	(1) ½ Ton Pickup Truck
Codes Administration:	(5) ½ Ton Pickup Trucks
	(1) Mid-Size SUV
Traffic Engineering:	(1) Aerial Bucket Truck
Engineering Inspection Services:	(2) ½ Ton Pickup Trucks
Park Maintenance:	(2) Precision Sprayers
	(1) Large Area Topdresser
Lubbock Police Department Patrol:	(6) Mid-Size SUVs/Sedans
Residential Collection:	(5) Commercial Side Loader Trash Trucks
Alley Maintenance:	(1) Motor Grader
	(1) Front End Wheel Loader
Solid Waste:	(1) Wheel Tractor Scrapper
Recycling Collection:	(1) Roll-Off Container Truck
Radio Shop:	(1) Mid-Size SUV
Fleet Operations:	(1) ¾ Ton Truck
Aviation Maintenance:	(1) ½ Ton Pickup Truck
Civic Center:	(1) ¾ Ton Pickup Truck
Water Conservation:	(1) ½ Ton Pickup Truck

Water Meter & Customer Service:	(2) ¾ Ton Pickup Trucks
Water Distribution:	(4) ¾ Ton Pickup Trucks
	(2) Backhoe Trailers
	(1) Trash Pump
	(1) Front End Wheel Loader
	(1) Backhoe
	(1) ½ Ton Pickup Truck
Water Pumping & Control:	(1) ¾ Pickup Truck
Water Production:	(1) Backhoe Loader
Water Reservoir:	(1) Rotary Mower
Wastewater:	(2) ½ Ton Pickup Trucks
Wastewater Collection:	(1) 1 Ton Pickup Truck
	(1) ½ Ton Van
Industrial Monitoring:	(2) ¾ Ton Pickup Trucks
Stormwater:	(1) ½ Ton Pickup Truck
Street Cleaning:	(1) Dump Truck

The Fleet Operations Department estimates the cost of the proposed fifty-six (56) vehicles/equipment referenced above not to exceed $8,492,500.

The following twenty (20) vehicles need to be purchased for the Citibus staff, supervisors, and its maintenance shop:

Transit:	(7) Mid-Size Sedans
	(10) Mid-Size SUVs
	(3) ¾ Ton Pickup Trucks

The Fleet Operations Department estimates the cost of the proposed twenty (20) vehicles for Citibus referenced above not to exceed $1,400,000.

Fiscal Impact

The funds for the purchase of the City of Lubbock's fifty-six (56) vehicles for FY23-24 have been appropriated from the Radio Shop balance, Water/Wastewater balance, Storm Water balance, General Fund FY24 Tax Note balance, Fleet balance, Civic Center balance, and the General Fund balance. The total cost of the purchase shall not exceed $8,492,500.

The funds for the purchase of Citibus' twenty (20) vehicles has been appropriated from the Federal Transit Administration Section 5307 (Urbanized Area Apportionments) from the American Rescue Plan Act (ARPA) of 2021. The total cost of the purchase shall not exceed $1,400,000.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Dominic Esperat, Director of Fleet Operations

Attachments

Resolution
Exhibit A

RESOLUTION

WHEREAS, the City of Lubbock Fleet Services Department administers a vehicle replacement program that evaluates City vehicles and equipment to determine their remaining useful life and replacement eligibility; and

WHEREAS, due to global supply chain issues causing limited inventories and unknown delivery schedules, the current vehicle and equipment purchasing environment has become increasingly unpredictable; and

WHEREAS, this creates difficulty for City of Lubbock Fleet Services Department to anticipate what current and future supply of vehicles and equipment will be, especially due to the highly competitive market for new vehicles and equipment; and

WHEREAS, the aforementioned factors are causing difficulty for City of Lubbock Fleet Services Department to fulfill the City's vehicle and equipment replacement needs as the items become available, especially as it regards the timing of and approval of such purchases; and NOW THEREFORE:

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

THAT, due to continued national vehicle marketplace issues and the associated shortage of available vehicles and equipment, the City Council of the City of Lubbock (the "Council") hereby authorizes the City Manager to purchase the vehicles and equipment scheduled for replacement on the FY 2023-24 Vehicle Replacement List, attached hereto as Exhibit "A" and incorporated herein as if fully set forth; and

THAT, as part of the authorization herein, the Council delegates the authority to the City Manager, or his designee, to approve purchase agreements and sign all related documents for said vehicles and equipment, and

THAT, the purchases authorized herein shall comply with all competitive bidding requirements, and shall be for an amount not to exceed nine million eight hundred ninety-two thousand five hundred and NO/100 ($9,892,500.00).

Passed by the City Council on _____.

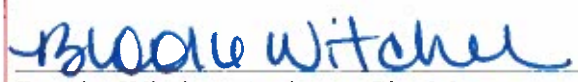
_____

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Rachael Foster, Assistant City Attorney

ccdocsII/RES.CM Authorization FY 23-24 VRP
9.28.23

Exhibit A

	Fund	Department	Cost Center	V#	Proposed Replacement	Cash	Tax Notes
1	**General**	Facilities Management	1611	12003070	1/2 Ton Ext Cab Pickup, V6 4X2	51,000	
2	**General**	Codes Administration	4211	12005118	1/2 Ton Ext Cab Pickup, V6 4X2	51,000	
3	**General**	Codes Administration	4211	12008013	Mid-size SUV	50,000	
4	**General**	Codes Administration	4211	12010031	1/2 Ton Ext Cab Pickup, V6 4X2	51,000	
5	**General**	Codes Administration	4211	12010037	1/2 Ton Ext Cab Pickup, V6 4X2	51,000	
6	**General**	Codes Administration	4211	12010029	1/2 Ton Ext Cab Pickup, V6 4X2	51,000	
7	**General**	Codes Administration	4211	12010023	1/2 Ton Ext Cab Pickup, V6 4X2	51,000	
8	**General**	Traffic Operations	4525	52012008	Aerial Bucket Truck	180,000	
9	**General**	Engineering Inspections Services	4541	12014063	1/2 Ton Ext Cab Pickup, V6 4X2	51,000	
10	**General**	Engineering Inspections Services	4541	12014064	1/2 Ton Ext Cab Pickup, V6 4X2	51,000	
11	**General**	Parks and Recreation	5221	ELR	John Deer ProGator 2030A (Diesel)	33,000	
12	**General**	Parks and Recreation	5221	ELR	John Deer HD200 SelectSpray for ProGators 2030	19,500	
13	**General**	Parks and Recreation	5221	ELR	TurfCO WideSpin 1550 Top Dresser	18,000	
14	**General**	Police Patrol	5735	ELR	Mid-size SUV/Sedan	90,000	
15	**General**	Police Patrol	5735	ELR	Mid-size SUV/Sedan	90,000	
16	**General**	Police Patrol	5735	ELR	Mid-size SUV/Sedan	90,000	
17	**General**	Police Patrol	5735	ELR	Mid-size SUV/Sedan	90,000	
18	**General**	Police Patrol	5735	ELR	Mid-size SUV/Sedan	90,000	
19	**General**	Police Patrol	5735	ELR	Mid-size SUV/Sedan	90,000	
20	**General**	Residential Collection	5811	82014002	Commercial Side Loader		425,000
21	**General**	Residential Collection	5811	82014003	Commercial Side Loader		425,000
22	**General**	Residential Collection	5811	82014019	Commercial Side Loader		425,000
23	**General**	Residential Collection	5811	82014023	Commercial Side Loader		425,000
24	**General**	Residential Collection	5811	82014024	Commercial Side Loader		425,000
25	**General**	Alley Maintenance	5812	92002153	Grader		350,000
26	**General**	Alley Maintenance	5812	92008169	Front Wheel Loader		325,000
27	**General**	Solid Waste Disposal	5815	92012022	Wheel Tractor-Scraper		1,800,000
28	**General**	Recycling Collection	5819	82009219	Roll Off Truck		250,000
				Total General Fund		**1,248,500**	**4,850,000**
29	**Internal Service**	Radio Shop	2242	12006092	Mid-size SUV/Sedan	50,000	
30	**Internal Service**	Fleet Services	3526	12006221	3/4 Ton Crew Cab Pickup 4X4 V6	70,000	
				Total Internal Service Fund		**120,000**	
31	**Airport**	Aviation Maintenance	4615	12009196	1/2 Ton Ext Cab Pickup, V6 4X4	55,000	
32	**Civic Center**	Civic Center	4813	22003156	3/4 Ton Crew Cab Pickup 4X4 V6	70,000	
33	**Water/WW**	Water Conservation and Education	6113	12009195	1/2 Ton Ext Cab Pickup, V6 4X2	51,000	
34	**Water/WW**	Water Meter and Customer Service	6311	22013015	3/4 Ton Crew Cab Pickup 4X4 V6	70,000	
35	**Water/WW**	Water Meter and Customer Service	6311	22009014	3/4 Ton Crew Cab Pickup 4X4 V6	70,000	
36	**Water/WW**	Water Distribution and Maintenance	6331	02011126	Trash Pump	85,000	
37	**Water/WW**	Water Distribution and Maintenance	6331	02016028	Backhoe Trailer	25,000	
38	**Water/WW**	Water Distribution and Maintenance	6331	12013093	1/2 Ton Ext Cab Pickup, V6 4X2	51,000	
39	**Water/WW**	Water Distribution and Maintenance	6331	22009015	3/4 Ton Crew Cab Pickup 4X4 V6	70,000	
40	**Water/WW**	Water Distribution and Maintenance	6331	22009019	3/4 Ton Crew Cab Pickup 4X4 V6	70,000	
41	**Water/WW**	Water Distribution and Maintenance	6331	22013004	3/4 Ton Crew Cab Pickup 4X2 V6	66,000	
42	**Water/WW**	Water Distribution and Maintenance	6331	22013007	3/4 Ton Crew Cab Pickup 4X2 V6	66,000	
43	**Water/WW**	Water Distribution and Maintenance	6331	92003066	Front Loader	325,000	
44	**Water/WW**	Water Distribution and Maintenance	6331	02019021	Belshe Backhoe Trailer	25,000	
45	**Water/WW**	Water Distribution and Maintenance	6331	92011109	Backhoe	185,000	
46	**Water/WW**	Water Pumping and Control	6343	22013036	3/4 Ton Crew Cab Pickup 4X4 V6	70,000	
47	**Water/WW**	Water Production	6347	92008202	Backhoe	185,000	
48	**Water/WW**	Water Reservoir	6349	02012018	ROTARY MOWER	30,000	
49	**Water/WW**	Wastewater Treatment	6411	12006125	1/2 Ton Ext Cab Pickup, V6 4X4	55,000	
50	**Water/WW**	Wastewater Treatment	6411	12009300	1/2 Ton Ext Cab Pickup, V6 4X4	55,000	
51	**Water/WW**	Wastewater Collection	6413	32013002	1 Ton Ext Cab Pickup 4X4 VS	85,000	
52	**Water/WW**	Wastewater Collection	6413	22003157	1/2 Ton Van	65,000	
53	**Water/WW**	Water Industrial Monitoring	6417	22006135	3/4 Ton Crew Cab Pickup 4X4 V6	70,000	
54	**Water/WW**	Water Industrial Monitoring	6417	22006237	3/4 Ton Crew Cab Pickup 4X4 V6	70,000	
55	**Storm Water**	Storm Water Management	6511	12013096	1/2 Ton Ext Cab Pickup, V6 4X4	55,000	
56	**Storm Water**	Street Cleaning	6512	82013008	Dump Truck	250,000	
				Total Enterprise Fund		**2,274,000**	
				Total All Funds		**3,642,500**	**4,850,000**
				Total City of Lubbock			**$ 8,492,500**

	Fund	Department	Cost Center	VIN	Existing Vehicle	Proposed Replacement	Cash
1	**ARPA**	Citibus	4511	1GBHK29K08E165627	Chevrolet	Mid-size SUV	60,000
2	**ARPA**	Citibus	4511	3D7KS28C95G839604	Dodge/Ram 2500	3/4 Ton Truck w/ Service Body	110,000
3	**ARPA**	Citibus	4511	1FMRE11221HA61458	Ford/Van	Sedan	50,000
4	**ARPA**	Citibus	4511	2FAFP71W76X125918	Ford Crown Vic	Sedan	50,000
5	**ARPA**	Citibus	4511	2FAFP71W45X129603	Ford Crown Vic	Sedan	50,000
6	**ARPA**	Citibus	4511	2FAFP71W65X129621	Ford Crown Vic	Sedan	50,000
7	**ARPA**	Citibus	4511	2FAFP71W26X125924	Ford Crown Vic	Sedan	50,000
8	**ARPA**	Citibus	4511	2FAFP71W66X125943	Ford Crown Vic	Sedan	50,000
9	**ARPA**	Citibus	4511	2FAFP71W46X125956	Ford Crown Vic	Sedan	50,000
10	**ARPA**	Citibus	4511	2FAFP73V66X112419	Ford Crown Vic	Mid-size SUV	60,000
11	**ARPA**	Citibus	4511	2FAFP73V16X112425	Ford Crown Vic	Mid-size SUV	60,000
12	**ARPA**	Citibus	4511	2FAHP71V09X105398	Ford Crown Vic	Mid-size SUV	60,000
13	**ARPA**	Citibus	4511	2FAFP73V66X112422	Ford Crown Vic	Mid-size SUV	60,000
14	**ARPA**	Citibus	4511	1GNDS13S182220303	Chevrolet Trailblazer	Mid-size SUV	60,000
15	**ARPA**	Citibus	4511	1GNDT13S462320678	Chevrolet Trailblazer	Mid-size SUV	60,000
16	**ARPA**	Citibus	4511	2FAFP71V78X105730	Ford Crown Vic	Mid-size SUV	60,000
17	**ARPA**	Citibus	4511	2FAFP71V38X126526	Ford Crown Vic	Mid-size SUV	60,000
18	**ARPA**	Citibus	4511	2FAHP71V09X128650	Ford Crown Vic	Mid-size SUV	60,000
19	**ARPA**	Citibus	4511	1FTRX12W55KD79406	Ford F-150	3/4 Ton Truck w/ Service Body	110,000
20	**ARPA**	Citibus	4511	Additional	Additional	3/4 Ton Truck w/ Service Body	110,000
				Total Citibus			**$1,280,000**

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 1): Consider Ordinance No. 2023-O00120, for Zone Case 59-B, a request of Roberta Beam, for a zone change from General Retail District (C-3) to Commercial-Apartment District (CA), at 2613 34th Street, located south of 34th Street, and east of Boston Avenue, Lisemby Addition, Block 1, Lots 5 through 7.

Item Summary

On September 26, 2023, the City Council approved the first reading of the ordinance by a unanimous vote.

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 this request. The Planning and Zoning Commission heard this case on September 7, 2023, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Planning and Zoning Commission
Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

8.4 ZC59-B_Ordinance
8.4 ZC59-B_Report
8.4 ZC59-B_Documentation

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. 59-B; A ZONING CHANGE FROM C-3 TO CA ZONING DISTRICT AT 2613 34TH STREET, LOCATED SOUTH OF 34TH STREET, AND EAST OF BOSTON AVENUE, LISEMBY ADDITION, BLOCK 1, LOTS 5 THROUGH 7, 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. 59-B

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3** to **CA** zoning district at **2613 34th Street, located south of 34th Street, and east of Boston Avenue, Lisemby Addition, Block 1, Lots 5 through 7,** 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC5-B
September 7, 2023

Planning Department
City of Lubbock

Staff Report	Zone Case 59-B
City Council Meeting	September 26, 2023

Applicant Roberta Beam

Property Owner Roberta Beam

Council District 1

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- December 19, 1946, Ordinance No. 797: The subject property was annexed into the City Limits and zoned Single-Family District (A).
- August 28, 1947, Zone Case 59, Ordinance No. 827: The subject property was rezoned from Single-Family District (A) to Local Retail District (F)
- April 6, 1955, Ordinance No. 1695: The subject property was rezoned from Local Retail District (F) to General Retail District (C-3).
- September 7, 2023, Zone Case 59-B: The Planning and Zoning Commission recommended approval of a request to rezone the subject property from General Retail District (C-3) to Commercial-Apartment District (CA) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 34
- Received In Favor: 2
- Received In Opposition: 1

Site Conditions and History

The subject property was platted as Lisemby Addition, Block 1, Lots 5 through 7 in 1946. The existing structure on the lot was built in 1949.

Adjacent Property Development

Properties to the east are zoned Commercial District (C-4), with General Retail District (C-3) to the west, Local Retail District (C-2) to the north across 34th Street, and Single-Family District (R-1) to the south. There are businesses and commercial buildings to the north, east and west with Single-Family homes to the south.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 2613 34th Street, located south of 34th Street, and east of Boston Avenue. The applicant is requesting a zone change from General Retail District (C-3) to Commercial-Apartment District (CA).

Current zoning: **General Retail District (C-3)**

Requested zoning: **Commercial-Apartment District (CA)**

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."

The intent of the requested CA zoning is "…to allow residential-commercial buildings to develop within or adjacent to commercial districts. Commercial uses should be compatible with residential uses. When proposed development is adjacent to any residentially zoned property, the proposed development shall be designed to provide for maximum compatibility with the adjacent development."

Traffic Network/Infrastructure Impacts
The location is along 34th Street, which is designated as a Principal Arterial by the Master Thoroughfare Plan 2018. Arterials provide connectivity across the transportation network and are continuous routes whose function is to serve high volume needs to local traffic and regional traffic.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Commercial land uses. This request does not conform to this designation, and but would be appropriate next to adjacent residential land uses, being a mixed use. 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. The property is located along a major thoroughfare and is appropriate adjacent to both nearby residential and commercial uses.

Suitability of Property for Allowed Uses
The property may be suitable for the proposed use, though additional improvements may 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

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 59-B

Allowable Uses: Commercial-Apartment District (CA)

Transportation: The proposed development has a proposed point of access from 34th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
34th Street, Minor Arterial, Completed	R.O.W. 88 feet, 5 lane, undivided, paved.	R.O.W. 100 feet, 5 lane, undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 1

5.1 **Zone Case 59-B**: Roberta Beam, request for a zone change from General Retail District (C-3) to Commercial-Apartment District (CA), at:

- 2613 34th Street, located south of 34th Street, and east of Boston Avenue, Lisemby Addition, Block 1, Lots 5 through 7.

PLANNER SHANE SPENCER stated there were thirty-four (34) notifications sent out with two (2) returned in favor and one (1) returned in opposition. The one in opposition stated concerns about the proximity to residential uses. Staff shared the location of the property, including pictures and maps and discussed the surrounding properties. Staff recommends approval of the request.

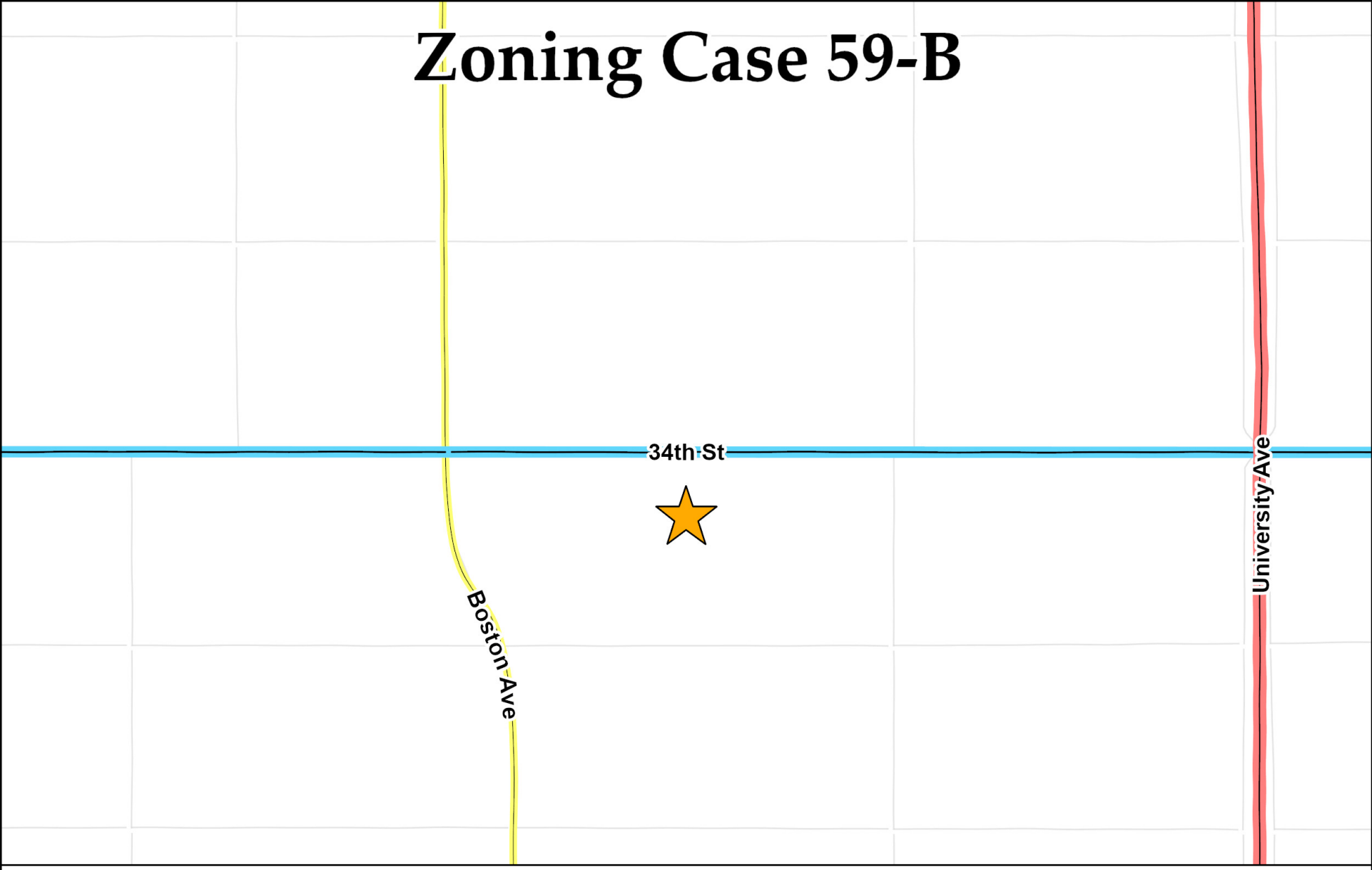
CHAIR SAWYER asked staff if CA zoning was more restrictive than C-3. Staff responded in the affirmative. Chair noted the request is a downzone.

APPLICANT ROBERTA BEAM, 70 Pony Express Trail, advised the subject property used to be a nursing home. She purchased the property to use as a six-room, Airbnb, short-term rental. The six rooms are separate and under one roof, but that they will be rented out as a group.

No one spoke in favor or in opposition of this zone case.

In the matter of **Zone Case 59-B**, a motion was made by **JAMES BELL** and seconded by **SUSAN TOMLINSON** to approve the zone case. The commission voted eight (8) in favor to zero (0) in opposition. The item will be forwarded to City Council for consideration.

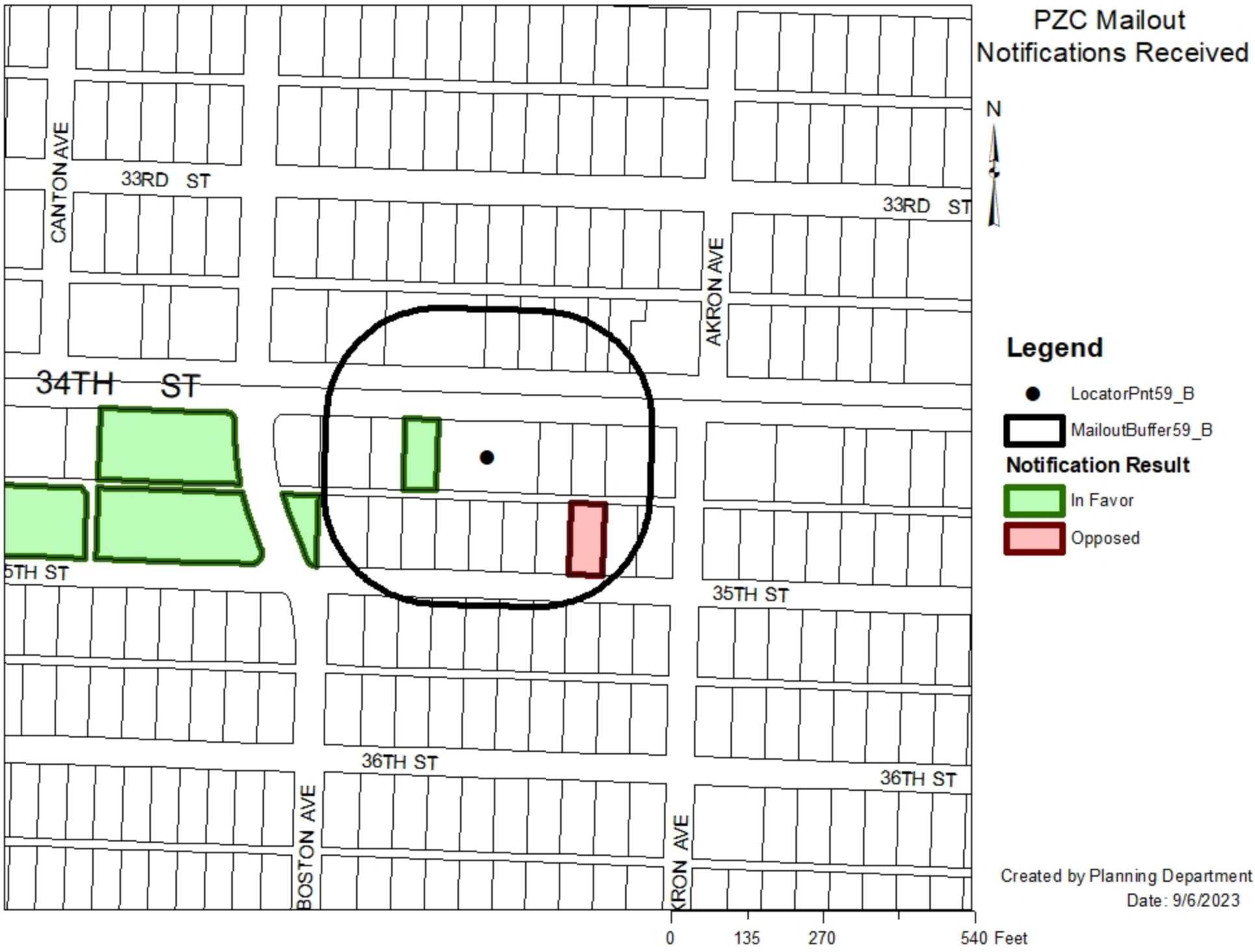
Zoning Case 59-B



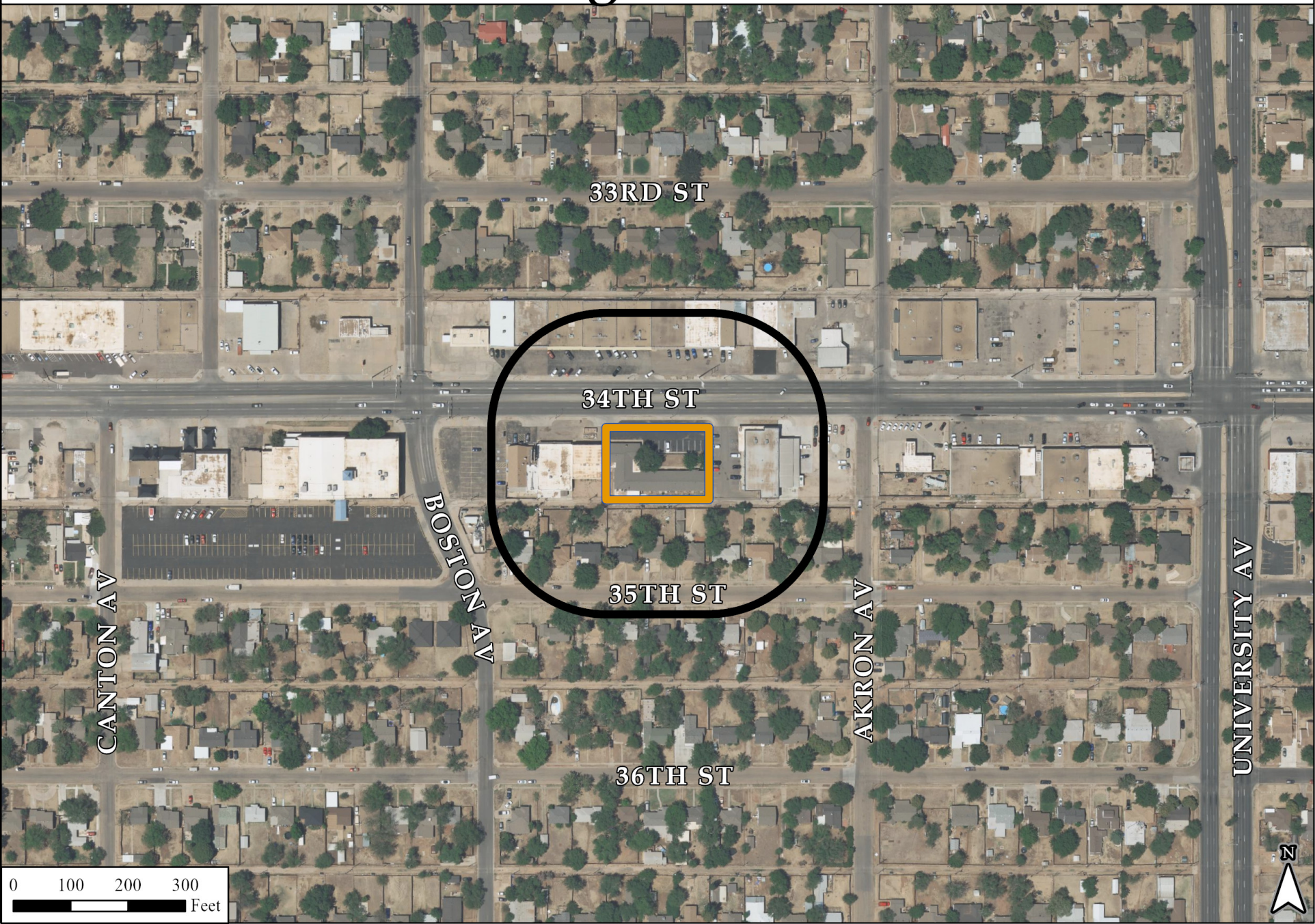
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

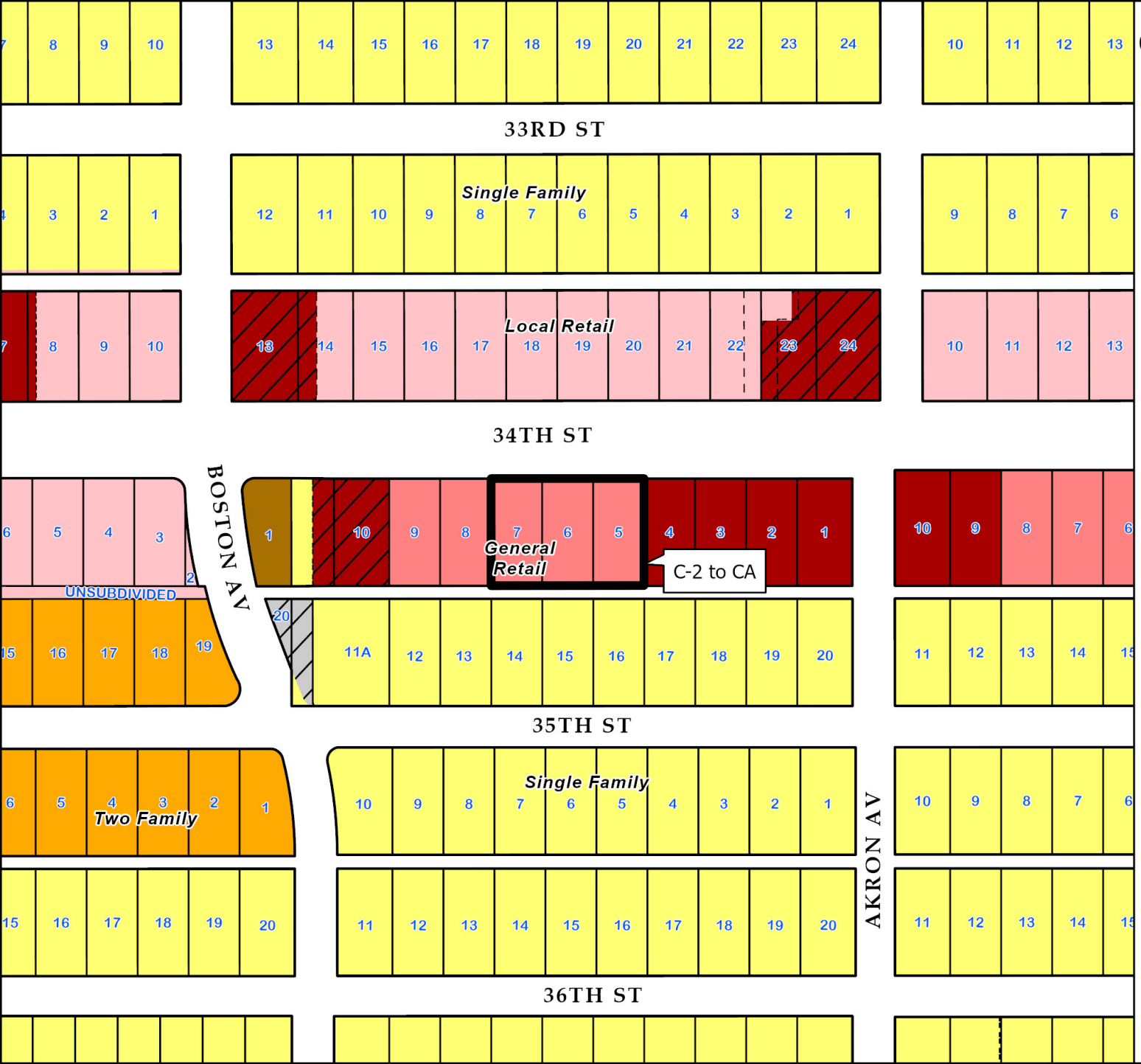
N
W E
S

Date Exported: August 2023


PZC Mailout
Notifications Received
N
CANTON AVE
33RD ST
33RD ST
AKRON AVE
34TH ST
5TH ST
35TH ST
36TH ST
36TH ST
BOSTON AVE
KRON AVE
Legend
LocatorPnt59_B
MailoutBuffer59_B
Notification Result
In Favor
Opposed
Created by Planning Department
Date: 9/6/2023
0
135
270
540 Feet

Zoning Case 59-B





Current Zoning

59-B

Zoning Districts

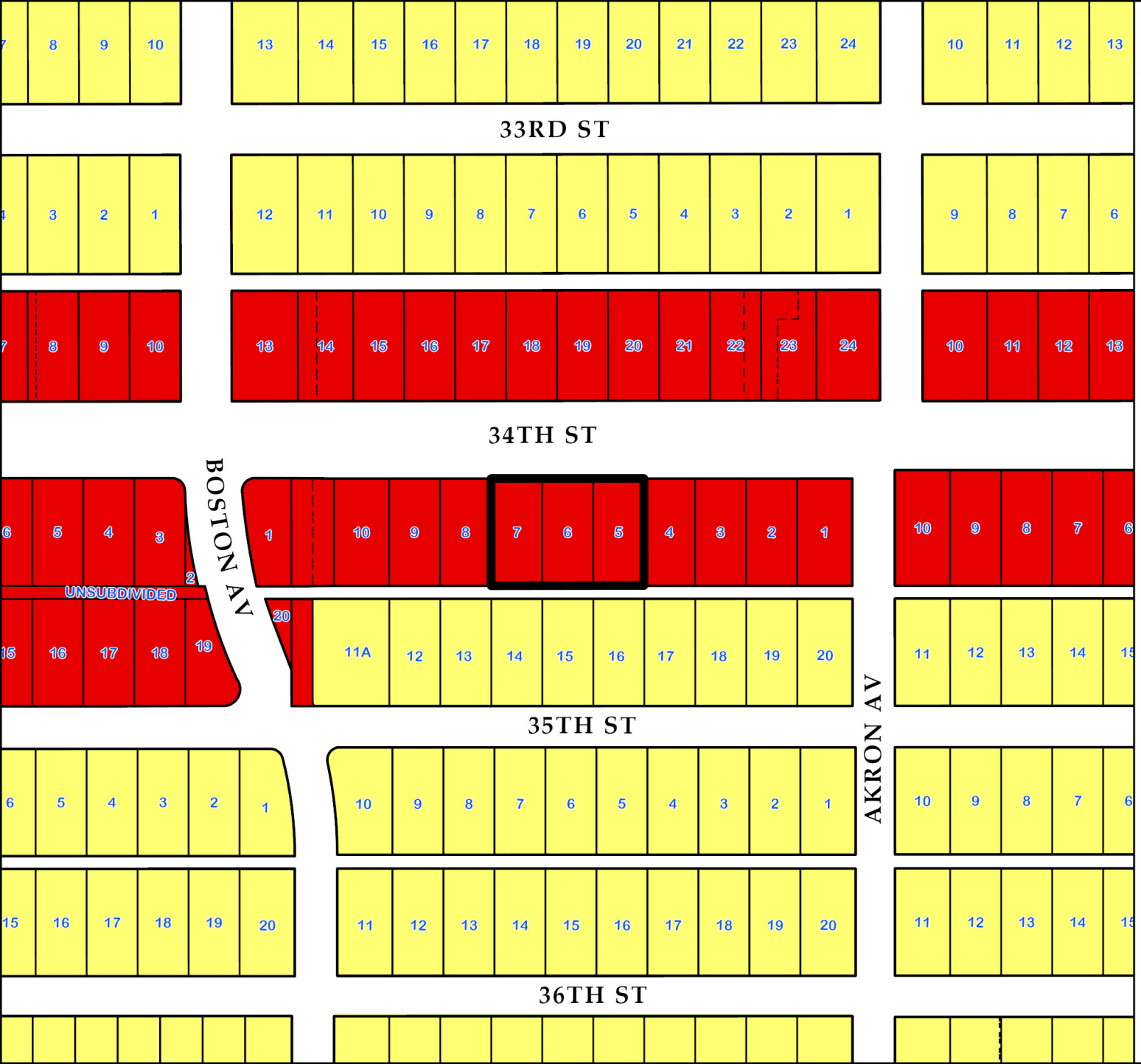
- Local Retail
- General Retail
- Commercial
- Commercial Specific Use
- Light Manufacturing Specific Use
- Single Family
- Two Family
- Multi-Family

N

0 50 100 150 Feet

City of Lubbock TEXAS

Date Exported: August 2023



Future Land Use Plan
Case 59-B

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 50 100 150 Feet

City of Lubbock TEXAS

Date Exported: August 2023

View to the north.

View to the east.

View to the south. Subject Property.

View to the west.

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 2613 34th

Lots/Tracts: BLK 1 L5-7 LISEMEY

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: _____

Existing Land Use: _____ Existing Zoning: C2

Requested Zoning: C2

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: _____

Name: _____

Address: _____ City: _____ State: _____

ZIP Code: _____ Telephone: _____ Email: _____

Applicant's Signature: _____

Date: _____ Printed Name: _____

Owner Information

Firm Name: _____

Owner: Roberta Bean

Address: 70 Pony Express trail City: Lubbock State: TX

ZIP Code: 79404 Telephone: 806535-1399 Email: beambirdie@yahoo.com

Property Owner's Signature: Roberta Bean

Date: 6/17/23 Printed Name: Roberta Bean

Preparer Information

Preparer's Signature: Roberta Bean

Date: 6/17/23 Printed Name: Roberta Bean

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

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.

My name is Roberta Beam and I would like to request a rezoning of the property located at 2613 34th from a C2 to a CA. The change to a CA would modify the of zoning pertaining to the property to allow for a 6-bedroom short term rental.

The overall property has long been developed as a nursing home. The nursing home is no longer a viable project and I would like to request to revise the site plan with a 6-bedroom short term rental.

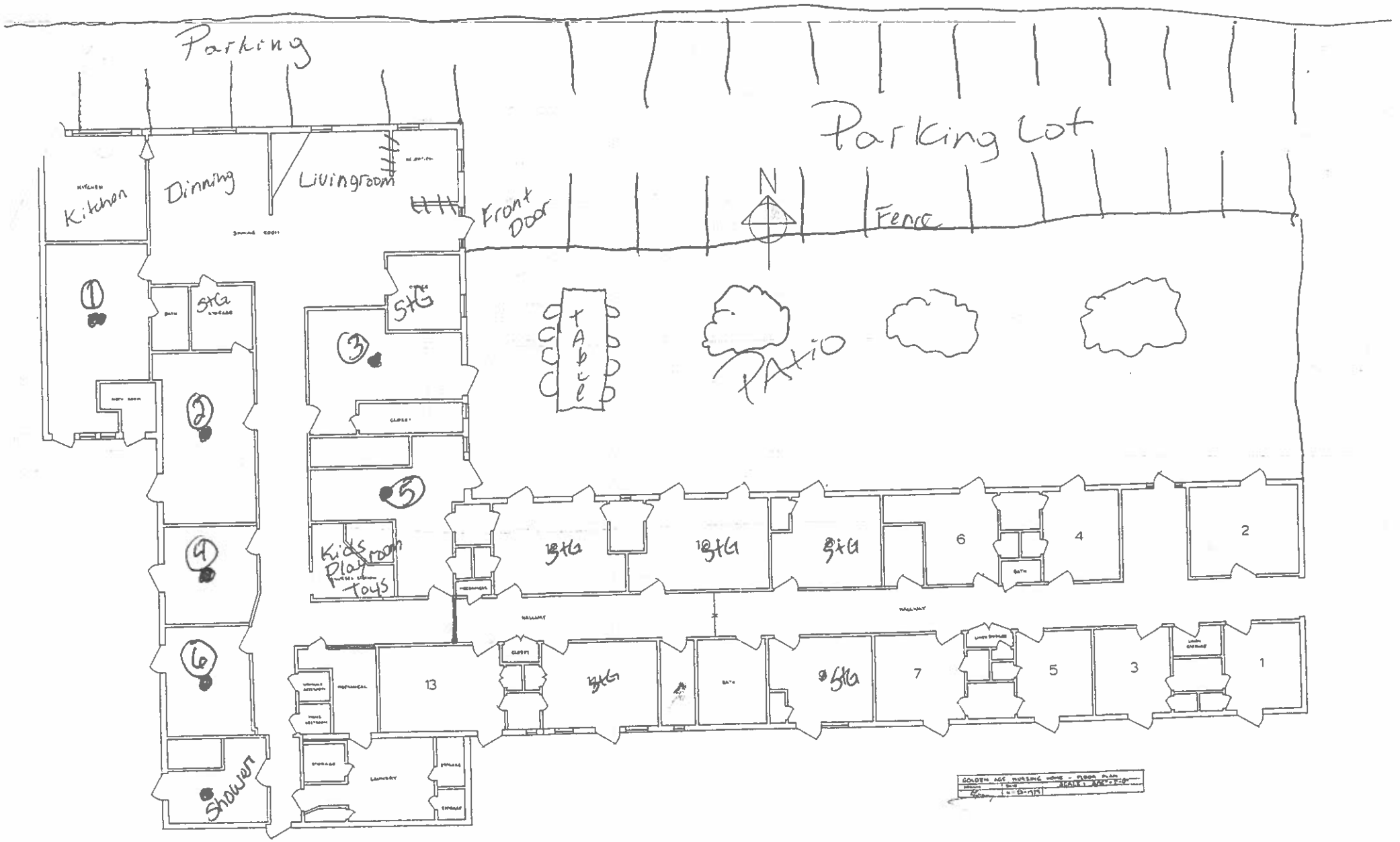
As a responsible property owner, I will take every measure to ensure that my guests enjoy the convenience to Texas tech, restaurants, and lots of shopping stores on 34th. I have set some guidelines to be followed by my guests to ensure that they respect our neighborhood and the community's standards. Additionally, I will be the property manager to oversee the short-term rental and to promptly address any concerns that may arise. I will be available 24/7 for any questions.

I value our area on 34th St. and the existing businesses around me. I am committed to being a responsible property owner. I believe that this new venture will not only provide an additional source of income but also help attract visitors to our community, which can benefit local businesses and the local economy.

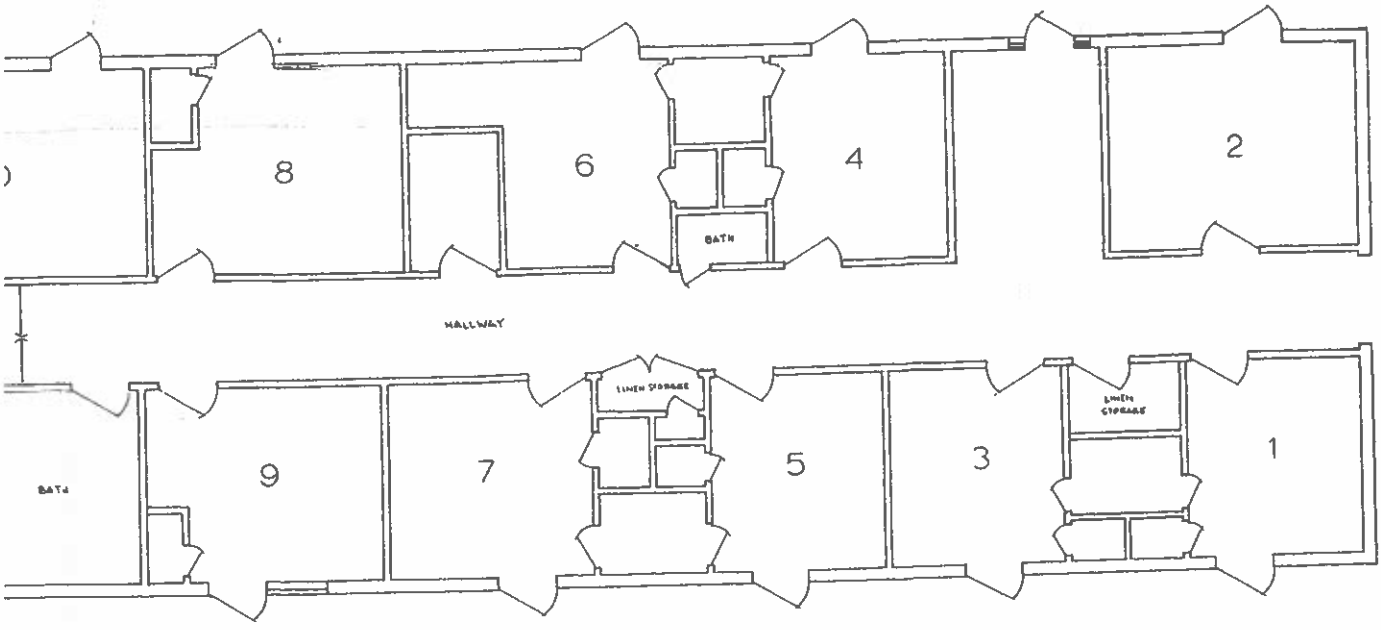
Thank you for your time and attention to this matter I respectfully ask the City Council to approve the Rezoning as requested.

Roberta Beam

34th



StG - Storage



GOLDEN AGE NURSING HOME - FLOOR PLAN

DRAWN	DATE	SCALE: 3/16" = 1'-0"
[illegible]	4-23-1979	

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.:** ***59-B***

In Favor ____

Opposed ✓

Reasons and/or Comments:

Residential behind just like 19th St.

Print Name Lubic, LLC

Signature: Wayne Watts, mgr

Address: 4718 S. Loop 289

Address of Property Owned: 2606 35th

Phone Number: 806 790-7536

Email: Wayne.bsra@gmail.com

Zone Case Number: **59-B** R122296 Recipient 16 of 34

LUBIC LLC
4718 S LOOP 289
LUBBOCK TX 79414

RECEIVED
AUG 31 2023
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.:** ***59-B***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Chase Marberry

Signature: Chase Marberry

Address: 2619 34th St

Address of Property Owned: 2619 34th St

Phone Number: 806-773-7050

Email: ____

Zone Case Number: **59-B** R122038 Recipient 7 of 34

WOODBERRY INVESTMENTS LLC
3532 34TH ST
LUBBOCK TX 79410

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.:** ***59-B***

In Favor ✓

Opposed ___

Reasons and/or Comments:

Print Name Becky Robertson (Lubbock Impact)
Signature: Becky Robertson
Address: 2709 34th St LBK, TX 79366
Address of Property Owned: 2707 34th St
Phone Number: 806-799-4329
Email: becky@lubbockimpact.com

Zone Case Number: **59-B** R49092 Recipient 26 of 34
LUBBOCK IMPACT INC
2707 34TH ST
LUBBOCK TX 79410

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 1): Consider Ordinance No. 2023-O00121, for Zone Case 0092-A, a request of Five Points Corporation for Heather Lea Hollingsworth, for a Specific Use for an Event Center on property zoned Local Retail District (C-2), at 4228, 4230, and 4232-A Boston Avenue, located south of 42nd Street and west of Boston Avenue, Modern Manors Addition, Blocks 1, 2, and 3..

Item Summary

On September 26, 2023, the City Council approved the first reading of the ordinance by a unanimous vote.

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 this request. The Planning and Zoning Commission heard this case on September 7, 2023, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Planning and Zoning Commission
Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

8.5 ZC0092-A_Ordinance
8.5 ZC0092-A_Report
8.5 ZC0092-A_Documentation

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. 0092-A; A ZONING CHANGE FROM C-2 TO C-2 SPECIFIC USE FOR AN EVENT CENTER, AT 4228, 4230, AND 4232-A BOSTON AVENUE, LOCATED SOUTH OF 42ND STREET AND WEST OF BOSTON AVENUE, MODERN MANORS ADDITION, BLOCKS 1, 2, AND 3, 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. 0092-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2** to **C-2 Specific Use** for **an Event Center** zoning district at **4228, 4230, and 4232-A Boston Avenue, located south of 42nd Street and west of Boston Avenue, Modern Manors Addition, Blocks 1, 2, and 3,** 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-2** 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 **4228, 4230, and 4232-A Boston Avenue, located south of 42nd Street and west of Boston Avenue, Modern Manors Addition, Blocks 1, 2, and 3**, 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC0092-A
September 7, 2023

Planning Department
City of Lubbock

Staff Report	Zone Case 0092-A
City Council Meeting	September 26, 2023

Applicant Five Points Corporation

Property Owner Heather Lea Hollingsworth

Council District 1

Recommendations
- Staff recommends approval of this request.

Prior Board or Council Action
- October 27, 1949, Ordinance No. 935: The subject property was annexed into the city limits and zoned Single-Family District (A).
- February 25, 1950, Zone Case 0092, Ordinance No. 973: The subject property was rezoned from Single-Family District (A) to Local Retail District (C-2).
- September 7, 2023, Zone Case 0092-A: The Planning and Zoning Commission recommended approval of a Specific Use for an event center on property zoned Local Retail District (C-2) by a vote of 8-0-0.

Notification Summary
- Notifications Sent: 34
- Received In Favor: 1
- Received In Opposition: 1

Site Conditions and History
The subject property was platted as Modern Manors Addition, Block A, Lots 1, 2, and 3 on November 4, 1969, and was developed with a shopping center in 1949.

Adjacent Property Development
The properties to the east are developed with single-family homes zoned Single-Family District (R-1) and commercial businesses zoned Restricted Local Retail District (C-2A). To the south and west, is an apartment complex zoned Multi-Family District (R-3). To the north are single-family homes zoned Two-Family District (R-2).

Zoning Request and Analysis
Item Summary
The subject property is addressed as 4228, 4230, and 4232 Boston Avenue, located south of 42nd Street and west of Boston Avenue. The applicant requests a Specific Use for an Event Center on property zoned Local Retail District (C-2).

Current zoning: **Local Retail District (C-2)**

Requested zoning: **Specific Use for an Event Center**

Intent Statements
The intent of the current C-2 zoning is, "…to provide limited local retail and service commercial uses which serve one of several neighborhoods. Such districts may be located on existing thoroughfares or at the intersections of major thoroughfares."

The intent of the proposed 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 ordinance, provided the intent, principles, and innovations of modern urban planning and design are used."

Traffic Network/Infrastructure Impacts
The proposed rezoning location will be along 42nd Street and Boston Avenue. The Master Thoroughfare Plan, 2018, designates 42nd Street and Boston Avenue as Collector Streets. Collectors provide access and movement within residential, commercial, and industrial areas.

Compatibility with Surrounding Property
The proposed Specific Use is compatible with the surrounding area and will not change the character of the existing development. The proposed use is for an event center.

Conformance with Zoning Ordinance
The proposed Specific Use is in conformance with the zoning ordinance and would be appropriate in the established shopping center.

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 the Specific Use district.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Photos
G. Application and supporting documentation
H. Notification Responses

Staff Contacts

Ashley Padilla
Planner
Planning Department
806-775-2107
ashleypadilla@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 0092-A

Allowable Uses: Local Retail District (C-2) and Specific Use District for an Event Center

Transportation: The proposed development has points of access from 42nd Street and Boston Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
42nd Street, Collector Street, Completed	R.O.W. 50 feet, two-lane, undivided, paved	R.O.W. 50 feet, two-lane, undivided, paved
Boston Avenue, Collector 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

District 1

5.2 **Zone Case 0092-A:** Five Points Corporation for Heather Lea Hollingsworth, request for a Specific Use for an Event Center on property zoned Local Retail District (C-2), at:

- 4228, 4230, and 4232-A Boston Avenue, located south of 42nd Street and west of Boston Avenue, Modern Manors Addition, Blocks 1, 2, and 3.

PLANNER ASHLEY PADILLA stated there were thirty-four (34) notifications sent out with one (1) returned in favor and one (1) returned in opposition. The letter in opposition had concerns about traffic and trash. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

JAMES BELL clarified with staff that the request is not for the entire shopping center, but rather three specific suites in the shopping center. Staff noted that to be correct.

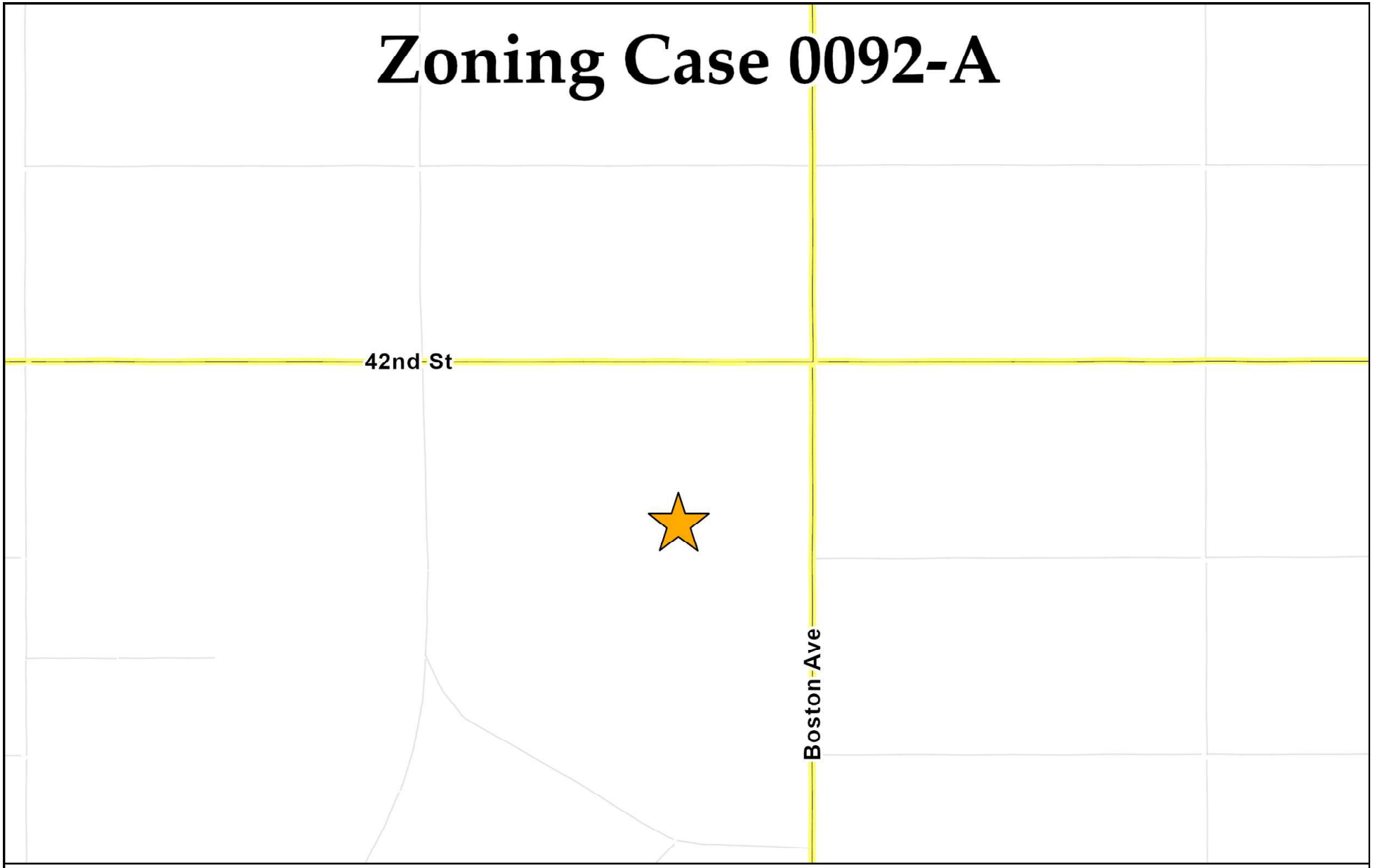
APPLICANT HEATHER HOLLINGSWORTH, 2302 91st Street, advised she and her brother own Modern Manor Shopping Center. It has been a place for the arts for 60 years. The request stems from wanting to keep the theater intact. Specifically, they would like to have dance, theater, homeschool, and art classes as well as maybe incorporating after-hours karaoke or open mic nights and eventually hosting

events like quinceaneras or weddings. There is a vast parking lot, so there will not be an issue of overflow parking bleeding over into the residential neighborhood.

No one spoke in favor or in opposition of this request.

In the matter of **Zone Case 0092-A**, a motion was made by **JAMES BELL** and seconded by **BRANDON HARDAWAY** to approve the zone case. The commission voted eight (8) in favor to zero (0) in opposition. The item will be forwarded to City Council for consideration.

Zoning Case 0092-A



Collector
- Completed
- Partial
- Future

Minor Arterial
- Completed
- Partial
- Future

Modified Arterial
- Partial
- Future

Principal Arterial
- Completed
- Partial
- Future

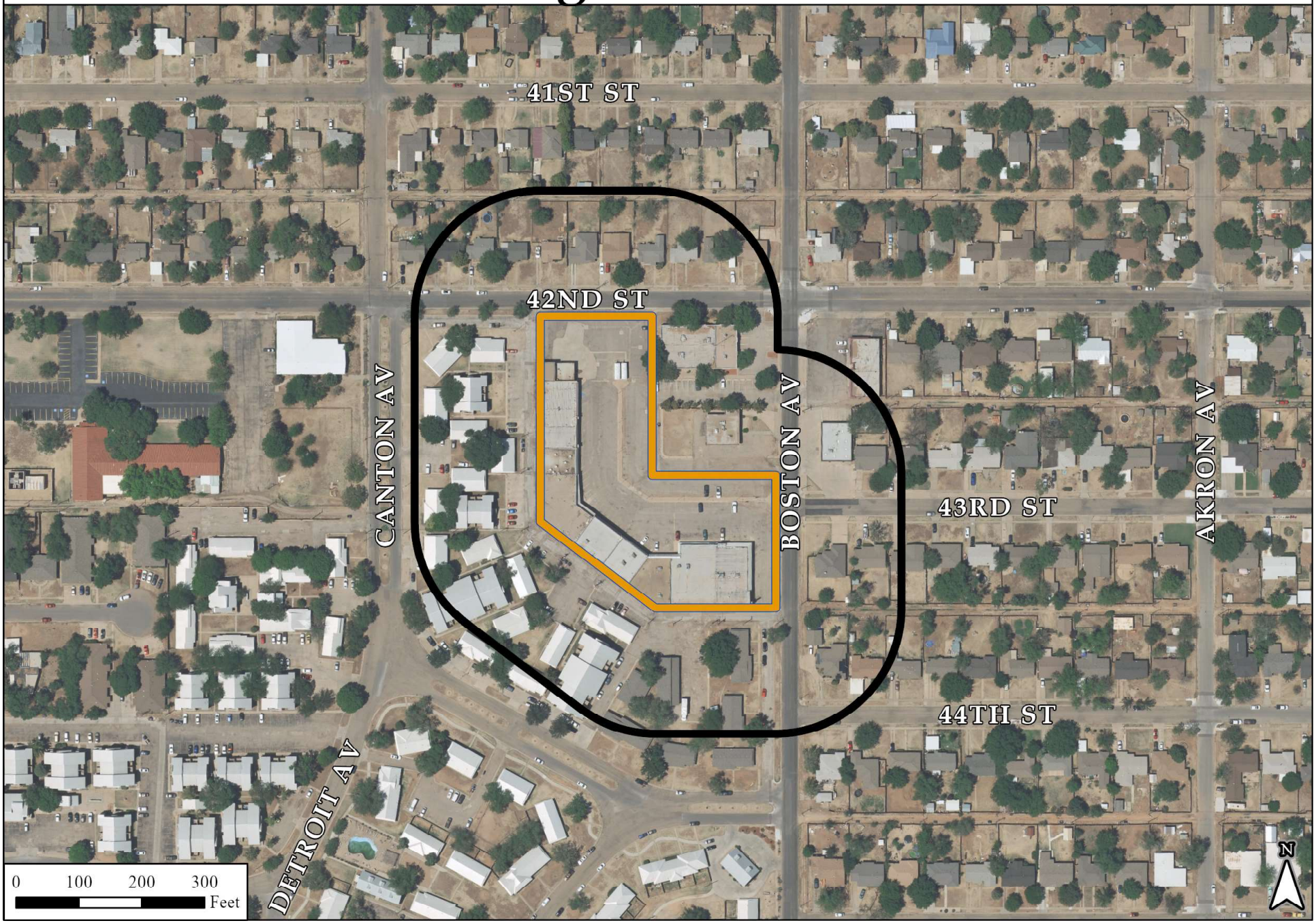
Freeway
- Completed
- Partial
- Proposed Outer Loop

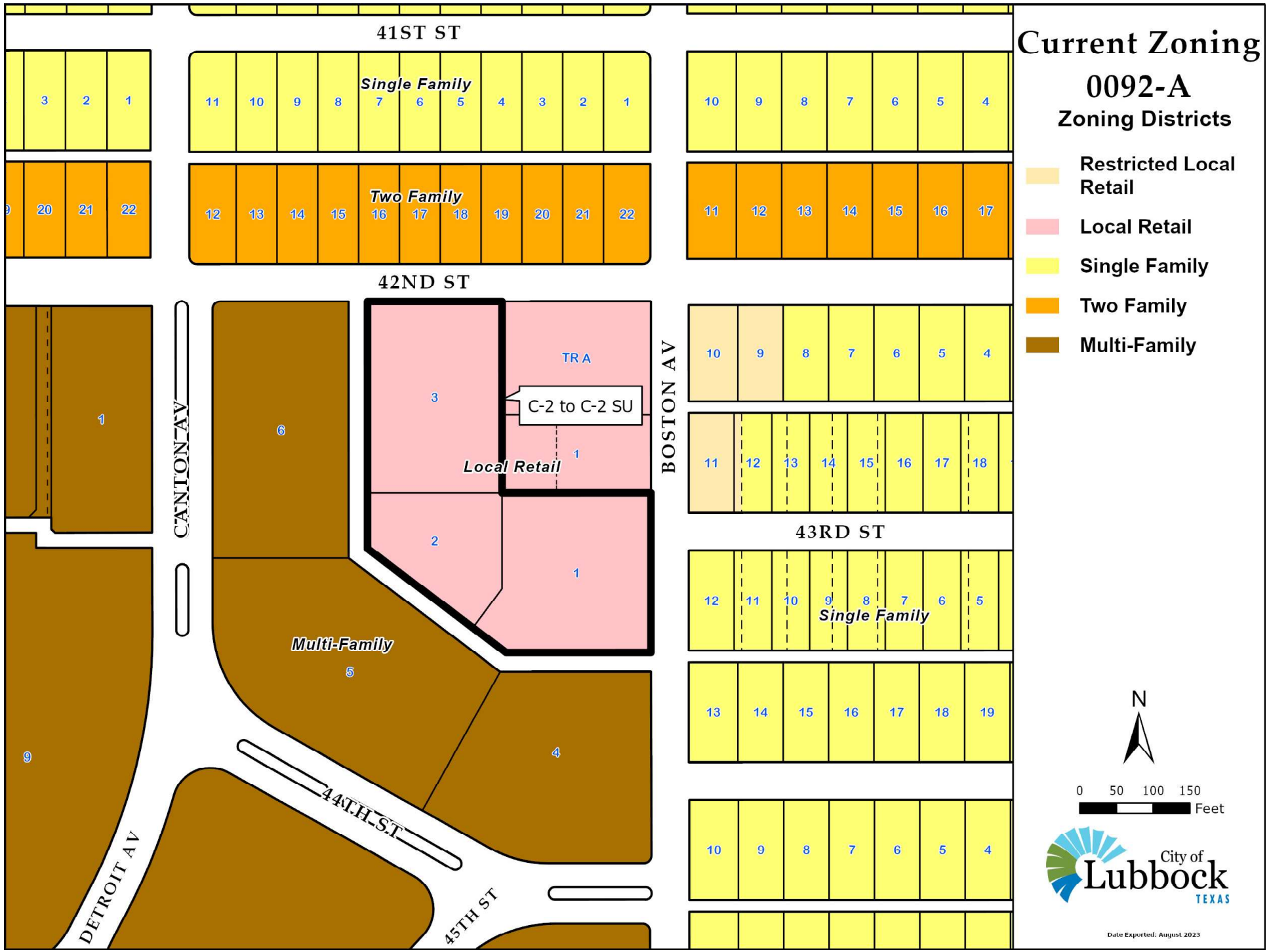
N
W E
S

Date Exported: August 2023

PZC Mailout
Notifications Received
N
Legend
LocatorPnt0092_A
MailoutBuffer0092_A
<all other values>
Notification Result
In Favor
No Feedback
Opposed
CANTON AVE
BOSTON AVE
44TH ST
0
80
160
320 Feet
Created by Planning Department
Date: 9/5/2023

Zoning Case 0092-A




41ST ST
Single Family
Two Family
42ND ST
TR A
C-2 to C-2 SU
Local Retail
BOSTON AV
CANYON AV
Multi-Family
43RD ST
Single Family
44TH ST
45TH ST
DETROIT AV
Current Zoning
0092-A
Zoning Districts
Restricted Local Retail
Local Retail
Single Family
Two Family
Multi-Family
N
0 50 100 150
Feet
City of Lubbock
TEXAS
Date Exported: August 2023

0092-A

Subject property. View to the south.

View to the east.

View to the north/west.

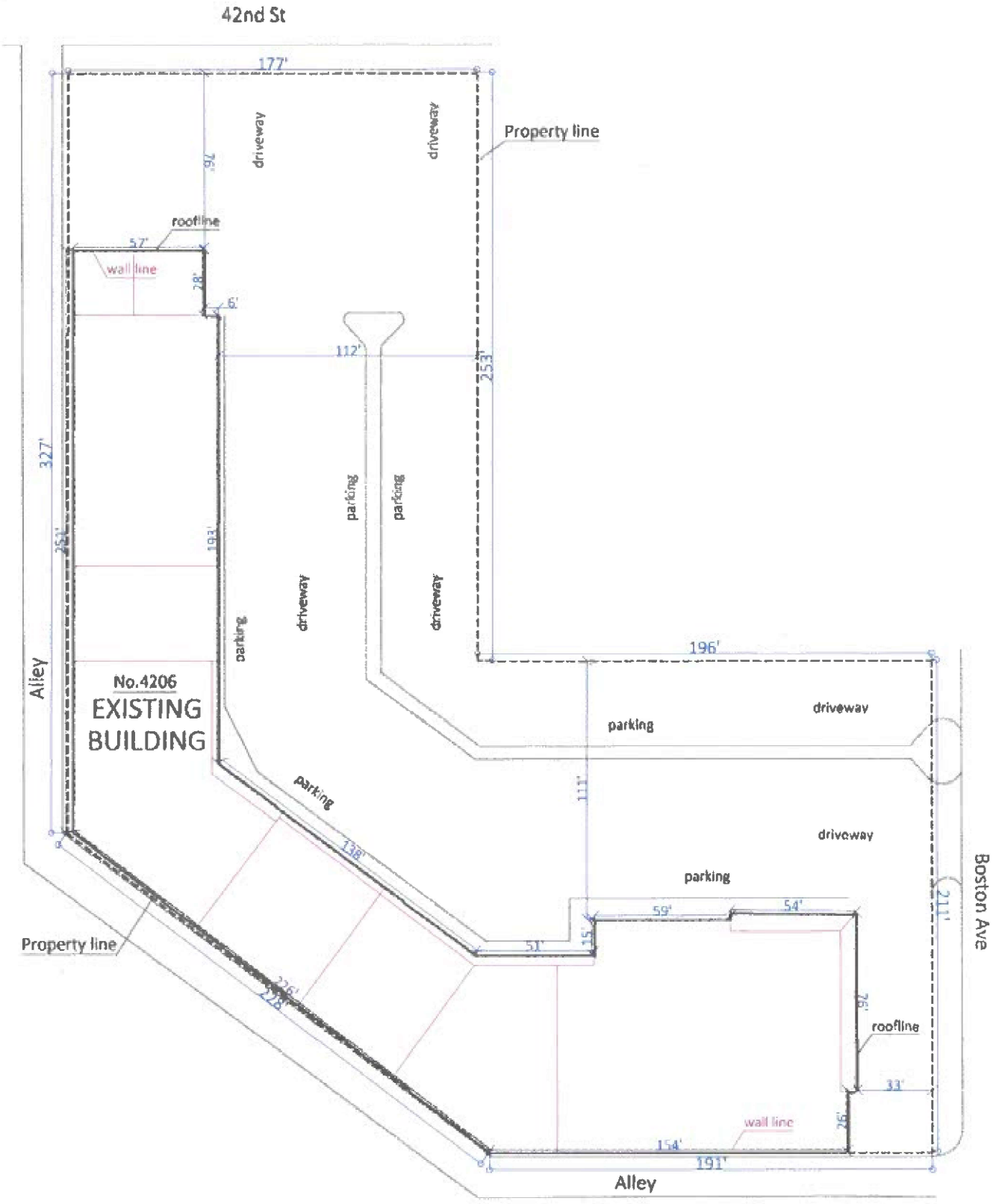
View to the north.

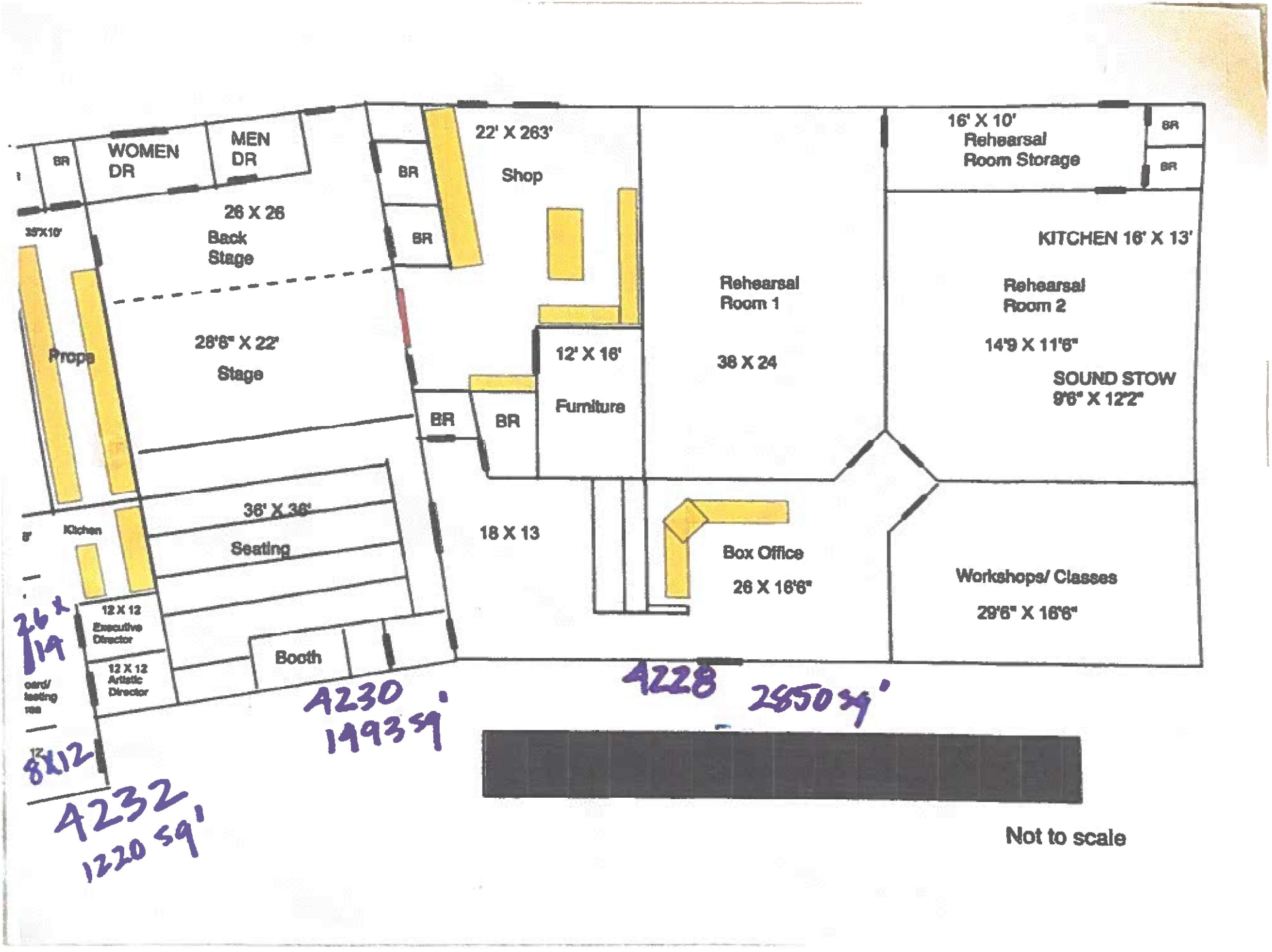
SITE PLAN

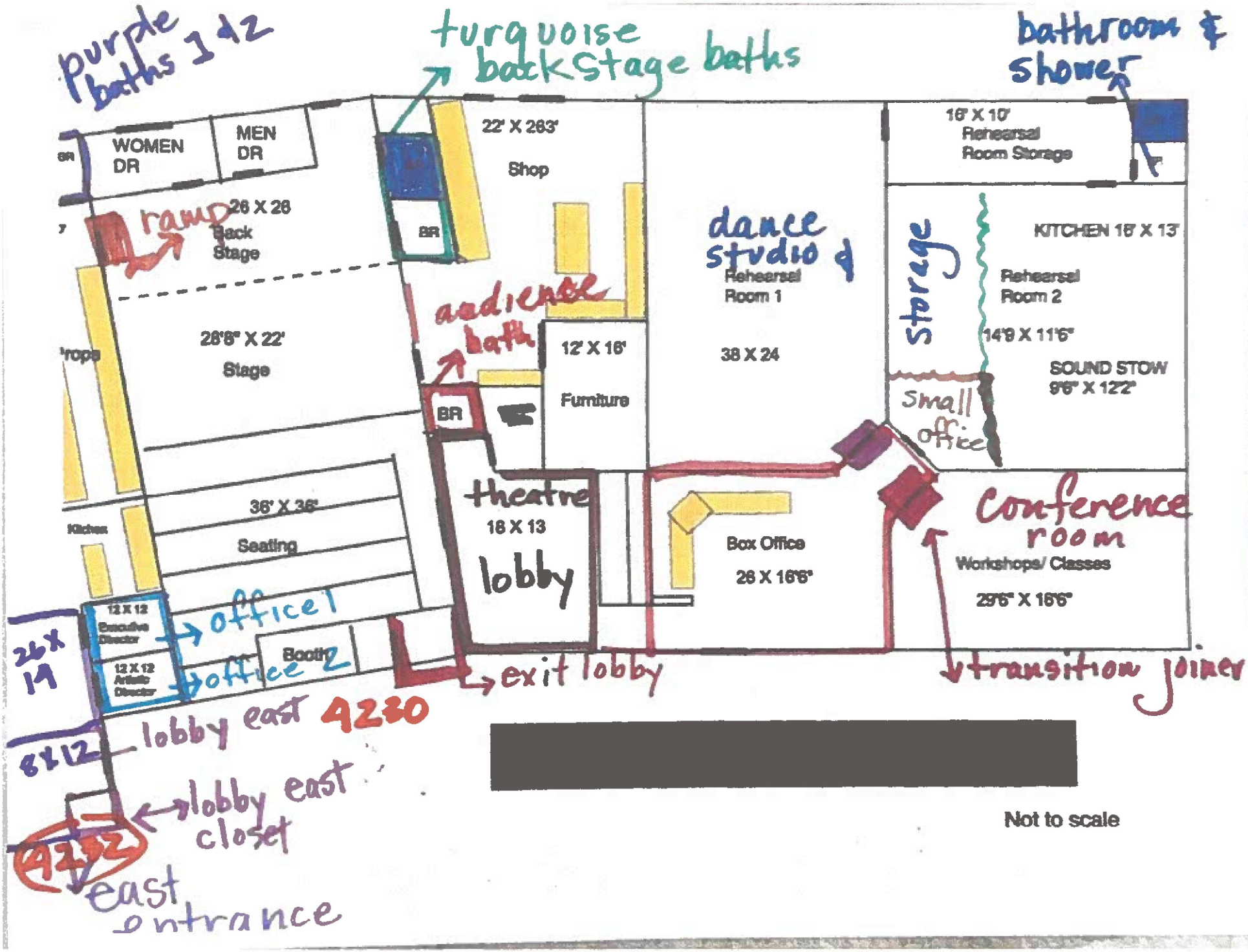
4206 Boston Ave
Lubbock, TX 79413
Parcel ID: R78267
Lot area: 2.57 Acres
Paper Size: 11"x17"

N

scale 1"=40'

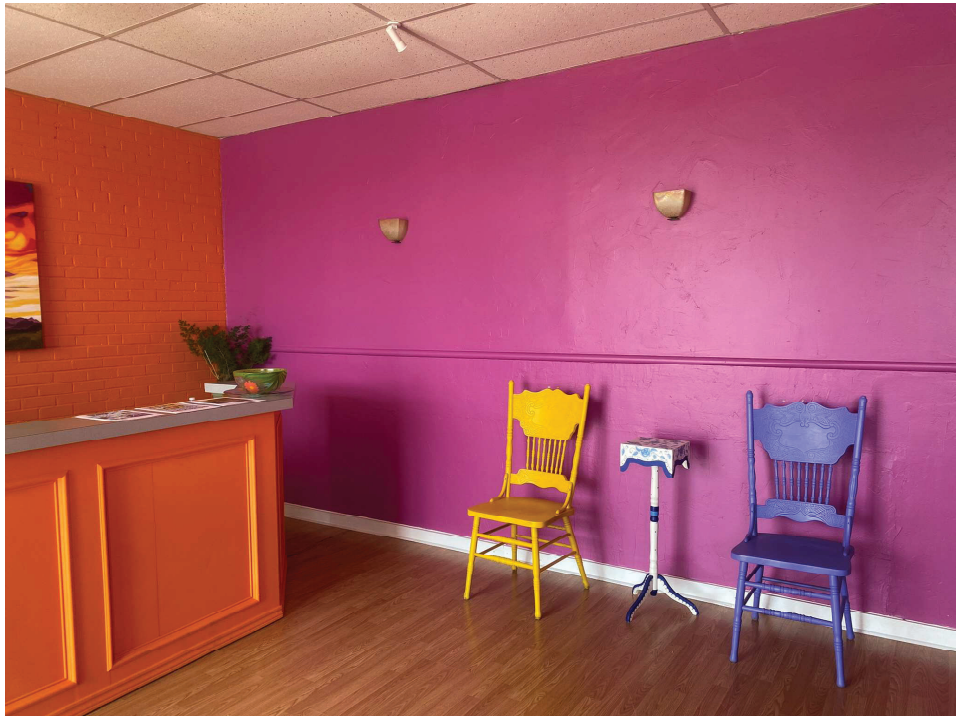


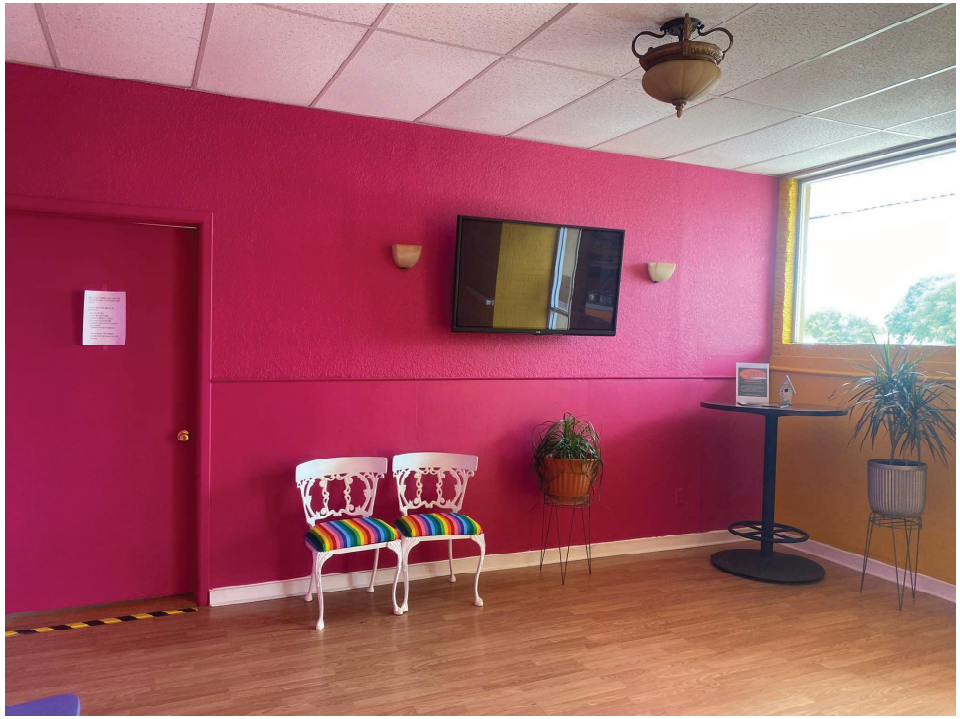

BR
WOMEN DR
MEN DR
BR
BR
22' X 263'
Shop
16' X 10'
Rehearsal
Room Storage
BR
BR
35'X10'
26 X 26
Back
Stage
KITCHEN 16' X 13'
Rehearsal
Room 1
38 X 24
Rehearsal
Room 2
14'9 X 11'6"
SOUND STOW
9'6" X 12'2"
Props
28'6" X 22'
Stage
12' X 16'
Furniture
BR
BR
36' X 36'
Seating
18 X 13
Box Office
26 X 16'6"
Workshops/ Classes
29'6" X 16'6"
Kitchen
12 X 12
Executive
Director
12 X 12
Artistic
Director
Booth
26 x 19
8X12
4230
19939'
4228
2650 sq'
4232
1220 sq'
Not to scale


purple baths 1 & 2
turquoise backstage baths
bathroom & shower
WOMEN DR
MEN DR
ramp
26 X 26
Back Stage
BR
22' X 26'3"
Shop
16' X 10'
Rehearsal Room Storage
dance studio
Rehearsal Room 1
38 X 24
storage
KITCHEN 16' X 13'
Rehearsal Room 2
14'9 X 11'6"
SOUND STOW
9'6" X 12'2"
audience bath
28'8" X 22'
Stage
12' X 16'
Furniture
BR
small office
theatre
18 X 13
lobby
36' X 36'
Seating
Kitchen
Box Office
26 X 16'6"
conference room
Workshops/ Classes
29'6" X 16'6"
12 X 12
Executive Director
12 X 12
Artistic Director
office 1
office 2
Booth
26 X 19
exit lobby
transition joiner
lobby east 4230
8 X 12
lobby east closet
4232
east entrance
Not to scale

Google

MOTHER LAND
WHERE EYES CUTS
SALOME
The THANKSGIVING PLAY





SPECIFIC ZONING REQUEST FOR EVENT CENTER

4228-4232-A BOSTON AVENUE, LUBBOCK, TX

To whom it may concern,

My brother, Lonnie F. Hollingsworth, Jr. and I (Five Points Corporation) own the Modern Manor shopping center at 4206 Boston Avenue in Lubbock, Tx. We are seeking Specific Zoning for an Event Center in units 4228-4232-A. The Edge Theatre Company currently leases the units 4228-4232-A from us, and their lease will be terminated at the end of the calendar year.

The space currently houses a completely functional theatre, 2 kitchens, numerous office spaces, a dance/recital room, boardroom, 6 bathrooms (one with shower), scene shop and many storage spaces. A large majority of the area has been renovated and updated by myself and Five Points Corporation. We will need to spruce up the additional remaining areas.

Both my brother and I have backgrounds in theatre as was my profession. We very much want to keep the theatre intact and offer its use and the rest of the versatile spaces for those wishing to rent.

We intend to continue to lease to the Youth Artist Guild which is a seasoned & successful student-led theater program.

Our goal is to further update the units to provide an affordable space for a variety of uses. We do not intend to sell food or alcohol. Our parking lot is vast. The following lists the potential uses of the space. These are our current ideas and not limited to:

- **Public and private events**
- **Community theatre**
- **Dance classes-ie. Ballet, tap, jazz, hip-hop, zumba, country/western, jitterbug, ballroom, etc.**
- **Theatre classes-i.e., Acting, voice & speech, singing, dialects, directing, lighting, scene design, improv, makeup, musical theatre, etc.**
- **Art classes-i.e., painting, jewelry, collage, sculpting, illustration, stained glass, fiber, digital illustration, etc.**
- **Martial Arts classes**
- **Yoga classes**
- **Home school classes**

- Youth theatre classes and camps
- Recitals
- Weddings
- Anniversaries
- Birthday parties
- Family and school reunions
- Receptions
- Bridal or baby showers
- Quinceañera or Quince Años
- Bar or Bat Mitzvahs
- Sweet 16 celebrations
- Proms
- Graduations
- Company parties
- Book clubs
- Game nights
- Women's & Men's groups
- Sales presentations
- Gallery Art shows
- Shared workspace
- Individual office rental
- Pop up events

We are excited by this idea because these units were once leased by Billie Joe School of Dance which numerous Lubbock youths attended in the 60's and 70's (including myself and my brother). We want to continue the tradition of supporting the arts and the population at large.

Please let us know if you need any more information.

Thanks for considering our proposal.

heather lea hollingsworth

President, Five Points Corporation

970.302.7982

landh5points@gmail.com

LUBBOCK CENTRAL APPRAISAL DISTRICT

Property	Owner	Property Address	Tax Year	2023 Market Value
R78267	L F H RENTALS INC	4206 BOSTON AVE, LUBBOCK, TX 79413	2023	$570,000

2023 GENERAL INFORMATION

Property Status	Active
Property Type	Real Commercial
Legal Description	MODERN MANORS BLK 1 2 & 3
Neighborhood	0309 - City Of Lubbock
Account	R557000-00001-00020-000
Related Properties	P341836
Map Number	137

2023 OWNER INFORMATION

Owner Name	L F H RENTALS INC
Owner ID	
Exemptions	
Percent Ownership	100%
Mailing Address	5119 34TH ST LUBBOCK, TX 79410-2303
Agent	ALPHA TAX SOLUTIONS LLC (A0074280)

2023 VALUE INFORMATION

MARKET VALUE

Improvement Homesite Value	N/A
Improvement Non-Homesite Value	N/A
Total Improvement Market Value	$430,205
Land Homesite Value	N/A
Land Non-Homesite Value	N/A
Land Agricultural Market Value	N/A
Total Land Market Value	$139,795
Total Market Value	$570,000

ASSESSED VALUE

Total Improvement Market Value	$430,205
Land Homesite Value	N/A
Land Non-Homesite Value	N/A
Agricultural Use	$0
Timber Use	$0
Total Appraised Value	$570,000
Homestead Cap Loss	-$0
Total Assessed Value	$570,000

N/A values are not applicable toward total value.

2023 ENTITIES & EXEMPTIONS

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX CEILING
CLB- City Of Lubbock			$570,000	0
GLB- Lubbock County			$570,000	0
HSP- Lubb Cnty Hospital			$570,000	0
SLB- Lubbock ISD			$570,000	0
WHP- Hi Plains Water			$570,000	0

2023 IMPROVEMENTS

Expand/Collapse All

Improvement #1	State Code	Homesite	Total Main Area (Exterior Measured)	Market Value
-	F1 - Real Commercial	No	39,510 Sq. Ft	N/A

RECORD	TYPE	YEAR BUILT	SQ. FT	VALUE	ADD'L INFO
1	MA - Main Area	1959	39,510	N/A	Details

2023 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE	TIM USE	LAND SIZE
1 - Commercial	F1 - Real Commercial	No	N/A	$0	$0	111,836 Sq. ft
TOTALS						111,836 Sq. ft / 2.567408 acres

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG USE	APPRAISED	HS CAP LOSS	ASSESSED
2022	$380,205	$139,795	$520,000	$0	$0	$520,000	$0	$520,000
2021	$334,905	$139,795	$474,700	$0	$0	$474,700	$0	$474,700
2020	$334,905	$139,795	$474,700	$0	$0	$474,700	$0	$474,700
2019	$330,205	$139,795	$470,000	$0	$0	$470,000	$0	$470,000
2018	$332,205	$139,795	$472,000	$0	$0	$472,000	$0	$472,000

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
7/23/1993	HOLLINGSWORTH, LONNIE F	L F H RENTALS INC	-	4273/102
3/1/1983	UNKNOWN	HOLLINGSWORTH, LONNIE F	-	1826/421

DISCLAIMER

Every effort has been made to offer the most current and correct information possible on these pages. The information included on these pages has been compiled by District staff from a variety of sources, and is subject to change without notice. The Lubbock Central Appraisal District makes no warranties or representations whatsoever regarding the quality, content, completeness, accuracy or adequacy of such information and data. The Lubbock Central Appraisal District reserves the right to make changes at any time without notice. Original records may differ from the information on these pages. Verification of information on source documents is recommended. By using this application, you assume all risks arising out of or associated with access to these pages, including but not limited to risks of damage to your computer, peripherals, software and data from any virus, software, file or other cause associated with access to this application. The Lubbock Central Appraisal District shall not be liable for any damages whatsoever arising out of any cause relating to use of this application, including but not limited to mistakes, omissions, deletions, errors, or defects in any information contained in these pages, or any failure to receive or delay in receiving information said or implied.

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 4228 - 4232 Boston Ave.
Lots/Tracts: Modern Manors Blks 1, 2, 3
Survey & Abstract: See Site Plan & Photo
Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: 5563 sq'
Existing Land Use: Commercial Existing Zoning: C-2
Requested Zoning: Specific Zoning → Event Center
If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Five Points Corporation * personal # & email
Name: Heather Lea Hollingsworth
Address: 5119 - 34th St. City: Lubbock State: Tx
ZIP Code: 79413-3240 Telephone: 970.302.7982 Email: landh5points
Applicant's Signature: heather.lea.hollingsworth@gmail.com
Date: 8.2.2023 Printed Name: heather lea hollingsworth

Owner Information

Firm Name: Five Points Corporation * office # & email
Owner: Heather Lea Hollingsworth
Address: 5119. 34th St. City: Lubbock State: Tx
ZIP Code: 79413.3240 Telephone: 806.799.5908 Email: lholl5969@yahoo.com
Property Owner's Signature: heather lea hollingsworth
Date: 8.2.2023 Printed Name: heather lea hollingsworth

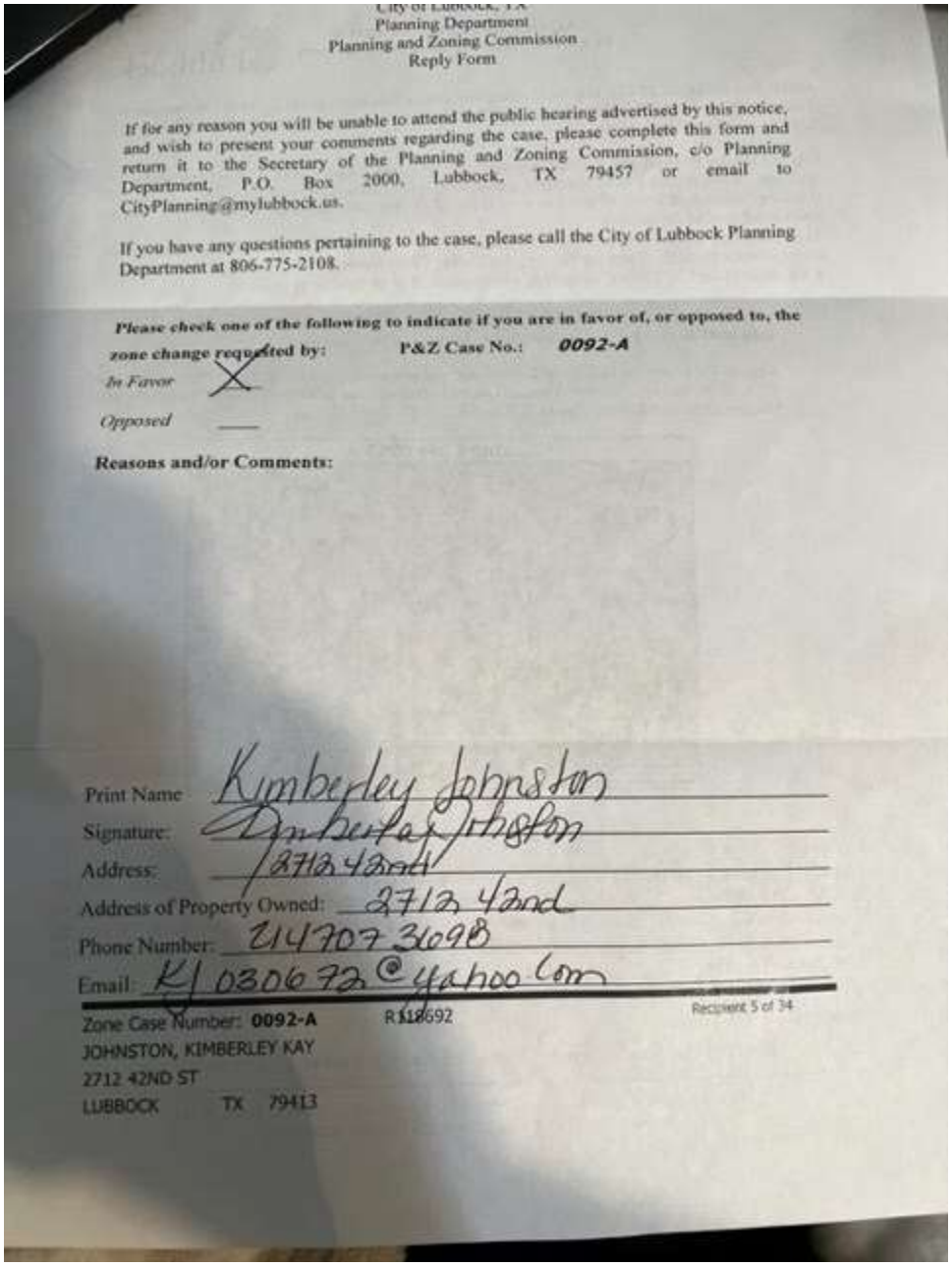
Preparer Information

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: _____

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.



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.:** ***0092-A***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name: Kimberley Johnston
Signature: Kimberley Johnston
Address: 2712 42nd
Address of Property Owned: 2712 42nd
Phone Number: 2147073698
Email: KJ030672@yahoo.com

Zone Case Number: **0092-A** R118692 Recipient 5 of 34
JOHNSTON, KIMBERLEY KAY
2712 42ND ST
LUBBOCK TX 79413

Kim Johnston

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City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***0092-A***

In Favor ____

Opposed ✓

Reasons and/or Comments:

This area has become nearly all renters homes. Renters couldn't care less if they keep the houses and yards clean. Some people drive very, very fast on this street. Some people party and have the music very loud.
This street used to be a very good place.

Print Name Louis + Elva Constancio

Signature: Louis + Elva Constancio

Address: 2616 44th St.

Address of Property Owned: 2616 44th St.

Phone Number: 806-928-0317

Email: ____

Zone Case Number: **0092-A** R107740 Recipient 9 of 34
CONSTANCIO LOUIS & ELVA
2616 44TH ST
LUBBOCK TX 79413-3626

RECEIVED
SEP 01 2023
BY: ____

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 2): Consider Ordinance No. 2023-O00122, for Zone Case 3488, a request of BW Gas & Convenience Retail, LLC for Buffalos Partners, LLC & CMH Properties, LLC, for a zone change from Transition District (T) to General Retail District (C-3), at 9704 Highway 87, located north of 98th Street and west of Highway 87, on 2.8 acres of unplatted land out of Block E, Section 8.

Item Summary

On September 26, 2023, the City Council approved the first reading of the ordinance by a unanimous vote.

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 this request. The Planning and Zoning Commission heard this case on September 7, 2023, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Planning and Zoning Commission
Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

8.7 ZC3488_Ordinance
8.7 ZC3488_Report
8.7 ZC3488_Documentation

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. 3488; A ZONING CHANGE FROM T TO C-3 ZONING DISTRICT AT 9704 HIGHWAY 87, LOCATED NORTH OF 98TH STREET AND WEST OF HIGHWAY 87, ON 2.8 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 8, 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. 3488

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 **C-3** zoning district at **9704 Highway 87, located north of 98th Street and west of Highway 87, on 2.8 acres of unplatted land out of Block E, Section 8,** 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3488
September 7, 2023

Exhibit "A"

A 2.77 acre tract of land out of that certain 5 acre tract of land conveyed by Deed from Marion K. McLain to McLain Oil Company, dated May 15, 1992, recorded in Volume 3877, page 223, Real Property Records of Lubbock County, Texas, located in the SE/4 of the SW/4 of Section 8, Block E, G.C. & S.F. Rwy. Co. Survey, Lubbock County, Texas, said 2.77 acre tract being more particularly described as follows:

BEGINNING at a ½" iron rod found in the East line of that certain tract of land conveyed by Deed from Ingram Corp. to Great Plains Construction Company, Inc., dated January 1, 1972, recorded in Volume 1333, page 542, Deed Records of Lubbock County, Texas, and in the Northerly right-of-way line of 98th Street (right-of-way recorded in Volume 1866, page 62, Deed Records of Lubbock County, Texas), for the Southwest corner of this tract, from which the Southwest corner of said McLain 5 acre tract bears S.0°02'25"W. 40.00 feet;

THENCE N.0°02'25"E. 297.15 feet to a ½" iron rod found under fence at the Northwest corner of said McLain 5 acre tract and an interior corner of said Great Plains tract, for the Northwest corner of this tract;

THENCE N.89°51'25"E., along the North line of said McLain 5 acre tract, 419.55 feet to a ½" iron rod found in the Westerly right-of-way line of U.S. Highway 87 (right-of-way recorded in Volume 1068, page 127, Deed Records of Lubbock County, Texas), at the most Easterly Southeast corner of said Great Plains tract, for the Northeast corner of this tract;

THENCE S.3°40'05"W., along said Westerly right-of-way line of U.S. Highway 87, a distance of 249.00 feet to a 3/8" iron rod found for the most Easterly-Southeast corner of this tract;

THENCE S.46°56'10"W., continuing along said Westerly right-of-way line of U.S. Highway 87, a distance of 72.80 feet to a 3/8" iron rod found for the most Southerly-Southeast corner of this tract;

THENCE West (bearings assumed along this line), at 130.0 feet pass a corner of said Westerly right-of-way line of U.S. Highway 87, continuing Westerly along said North line of 98th Street, 350.65 feet to the **PLACE OF BEGINNING.**

Planning Department
City of Lubbock

Staff Report	Zone Case 3488
City Council Meeting	September 26, 2023

Applicant BW Gas & Convenience Retail LLC

Property Owner Buffalos Partners LLC & CMH Properties LLC

Council District 2

Recommendations
- Staff recommends approval of this request.

Prior Board or Council Action
- November 21, 2006, Ordinance No. 2006-O0119: The subject property was annexed into the city limits and zoned Transition District (T).
- September 7, 2023 Zone Case 3488: The Planning and Zoning Commission recommended approval of zone change from Transition District (T) to General Retail District (C-3) by a vote of 8-0-0.

Notification Summary
- Notifications Sent: 3
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History
The property consists of 2.8 acres of unplatted land out of Block E, Section 8.

Adjacent Property Development
The subject property is surrounded by vacant land to the south, zoned Interstate Highway Commercial District (IHC), to the east is vacant land zoned Interstate Highway Industrial (IHI), and to the north and west are the City Limits.

Item Summary
The subject property is located at 9704 Highway 87, located north of 98^{h} Street and west of Highway 87. The applicant is requesting a zone change from Transition District (T) to General Retail District (C-3).

Current zoning: **Transition District (T)**

Requested zoning: **General Retail District (C-3)**

Intent Statements
The intent of the current Transition (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 General Retail District 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 area should be considered."

Traffic Network/Infrastructure Impacts
The location is along 98th Street, which is designated as a Principal Arterial and Highway 87 which is designated

as a Freeway by the Master Thoroughfare Plan, 2018. Arterials are continuous 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 change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with the 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 would be in conformance with the Future Land Use Plan and the Comprehensive Plan Principles.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located at the intersection of a principal arterial and a freeway.

Suitability of Property for Allowed Uses
Additional infrastructure improvements will be necessary, as the property has not been platted.

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

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3488

Allowable Uses: General Retail District (C-3)

Transportation: The proposed development has point of access from 98th street and Highway 87.

Thoroughfare	Existing	Per Thoroughfare Development Plan
98th Street, *Principal Arterial, complete*	R.O.W. 115 feet, seven-lane, undivided, paved	R.O.W. 115 feet, seven-lane, undivided, paved
Highway 87, Freeway, complete	R.O.W. 375 feet, eight-lane, divided, paved	R.O.W. 375 feet, eight-lane, divided, 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

District 2

5.4 **Zone Case 3488**: BW Gas & Convenience Retail, LLC for Buffalos Partners, LLC & CMH Properties, LLC, request for a zone change from Transition District (T) to General Retail District (C-3), at:

- 9704 Highway 87, located north of 98th Street and west of Highway 87, on 2.8 acres of unplatted land out of Block E, Section 8.

PLANNER GREG HERNANDEZ stated there were three (3) notifications sent out with none being returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

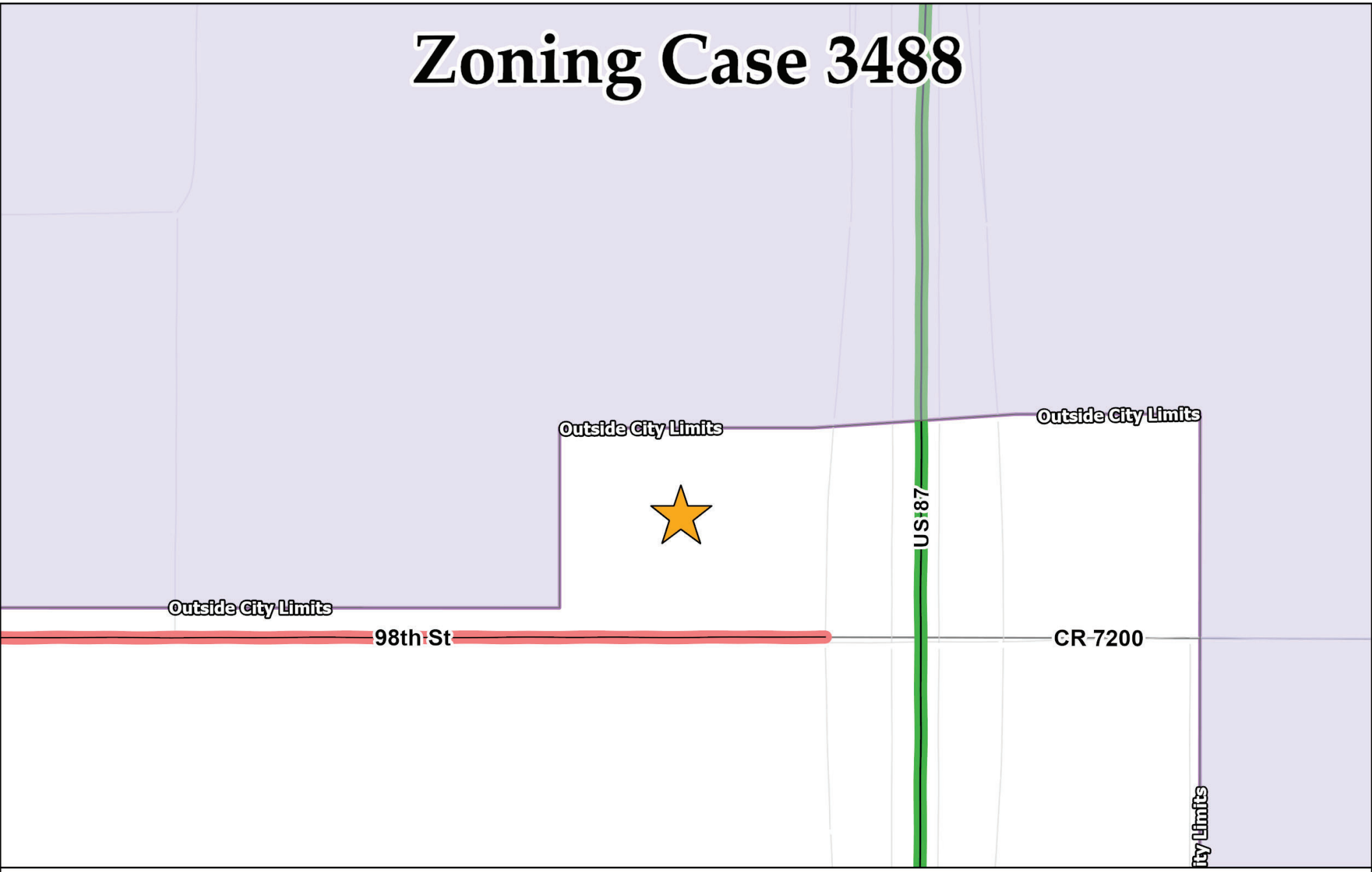
APPLICANT JOHN BOYNTON, 7306 Orange Tip Road, Houston, Texas, is with Atwell Engineering and is representing BW Gas. Mr. Boynton declared this to be a great project for the area as well as the best use for this particular corner.

No one spoke in favor or in opposition of the request.

JAMES BELL stated the request to be cut and dry and the location is great.

In the matter of **Zone Case 3488,** a motion was made by **SUSAN TOMLINSON** and seconded by **JORDAN WHEATLEY** to approve the request. The Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Zoning Case 3488

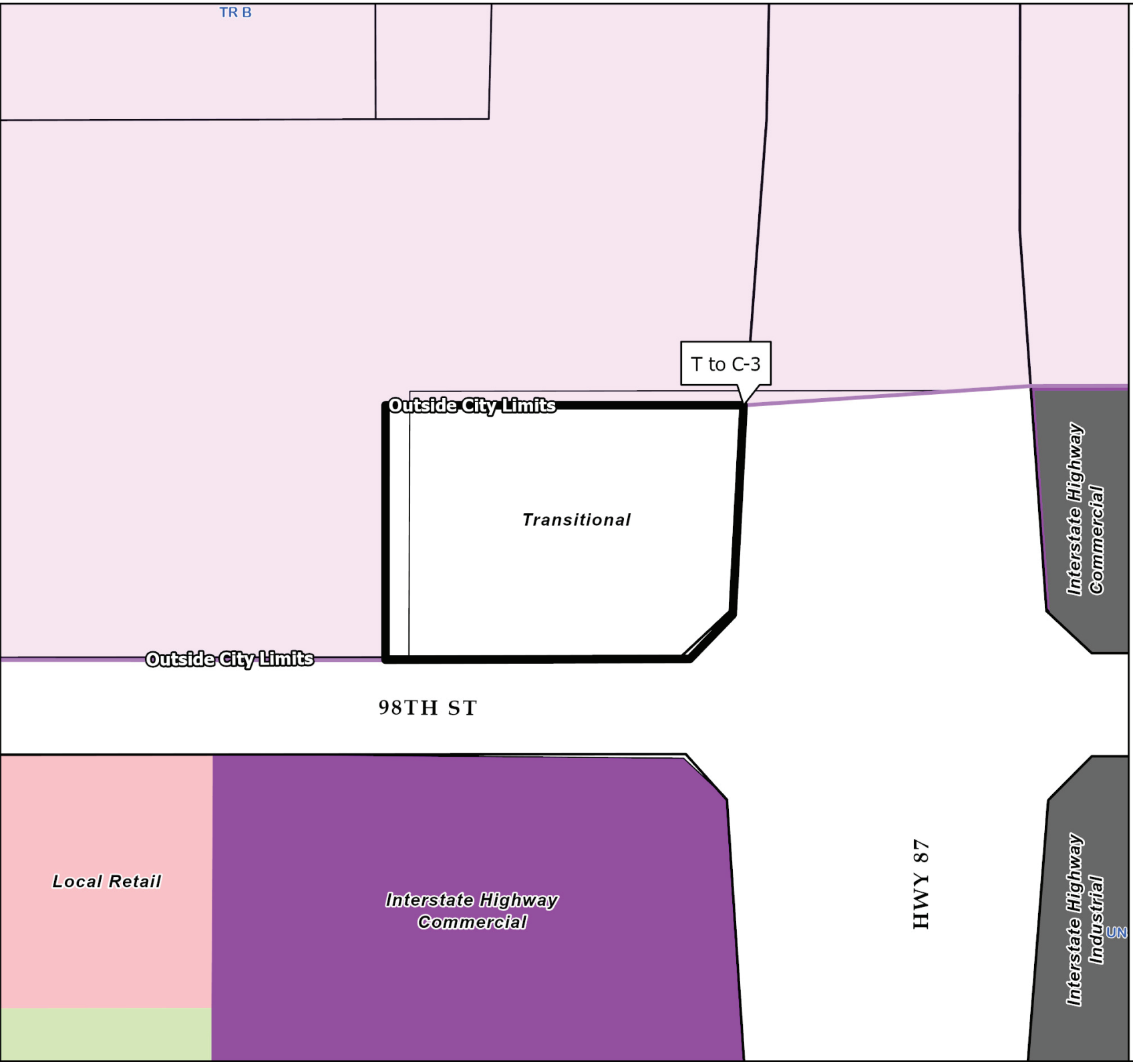


Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: August 2023

Zoning Case 3488



Current Zoning

3488

Zoning Districts

- Family Apartment
- Local Retail
- Interstate Highway Commercial
- Interstate Highway Industrial
- Transitional

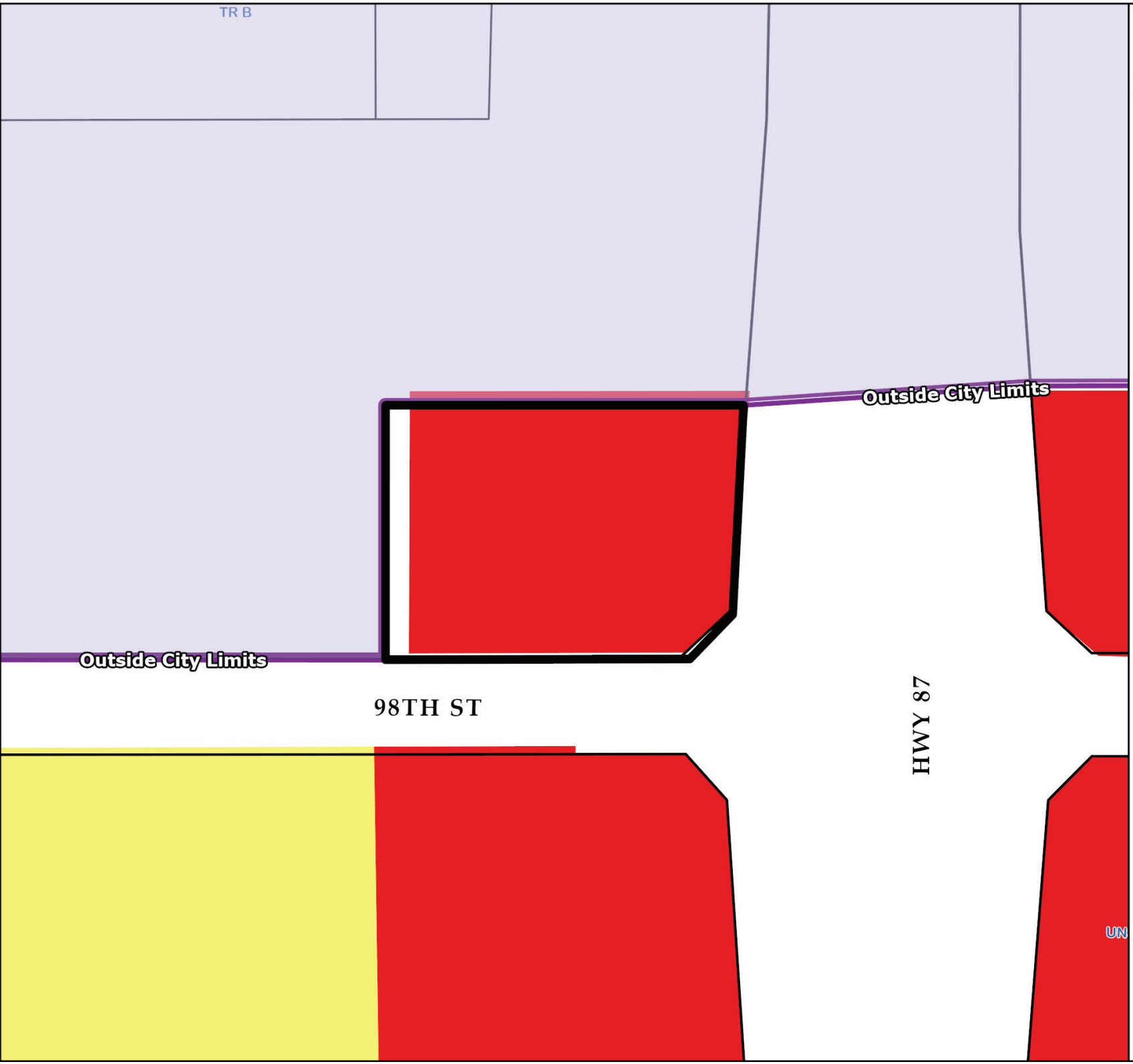
N

0 50 100 150

Feet

City of Lubbock TEXAS

Date Exported: August 2023



Future Land Use Plan
Case 3488

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 50 100 150
Feet

City of Lubbock TEXAS

Date Exported: August 2023

3488

View of subject property to the north.

View to the east.

View to the south.

View to the west.

dotloop signature verification: dtlp.us/Ke5i-l5Zq-ZHy9

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 9706 Hwy 87 Lubbock, TX 79423

Lots/Tracts: BLK E SEC 8 AB 492 TR E1A ACS: 2.796

Survey & Abstract: Survey: GC&SF RR CO, Abstract: 303492

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: 2.8

Existing Land Use: Commercial Existing Zoning: Annexation

Requested Zoning: C-3

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: BW Gas & Convenience Retail LLC

Name: ATTN: Brendan McArdle (Engineer)

Address: 138 Conant Street City: Beverly State: MAz

ZIP Code: 01915 Telephone: 215-908-3255 Email: bmcardle@atwell-group.com

Applicant's Signature:

Date: 8/1/2023 Printed Name: Brendan McArdle

Owner Information

Firm Name: BUFFALOS PARTNERS LLC & CMH PROPERTIES LLC

Owner: BUFFALOS PARTNERS LLC & CMH PROPERTIES LLC

Address: 7405 82nd Street City: Lubbock State: TX

ZIP Code: 79424 Telephone: Email:

Property Owner's Signa BJ Lewis dotloop verified 08/02/23 11:22 AM CDT UAHB-CLP2-R4M3-PIXS Chad Henthorn dotloop verified 08/02/23 11:33 AM CDT YSCQ-S3KS-XX3Z-JHDS

Date: Printed Name: Keith McNeese dotloop verified 08/02/23 11:50 AM CDT TERG-KOMC-IO3U-RM3G

Preparer Information

Preparer's Signature:

Date: 8/1/2023 Printed Name: Brendan McArdle

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

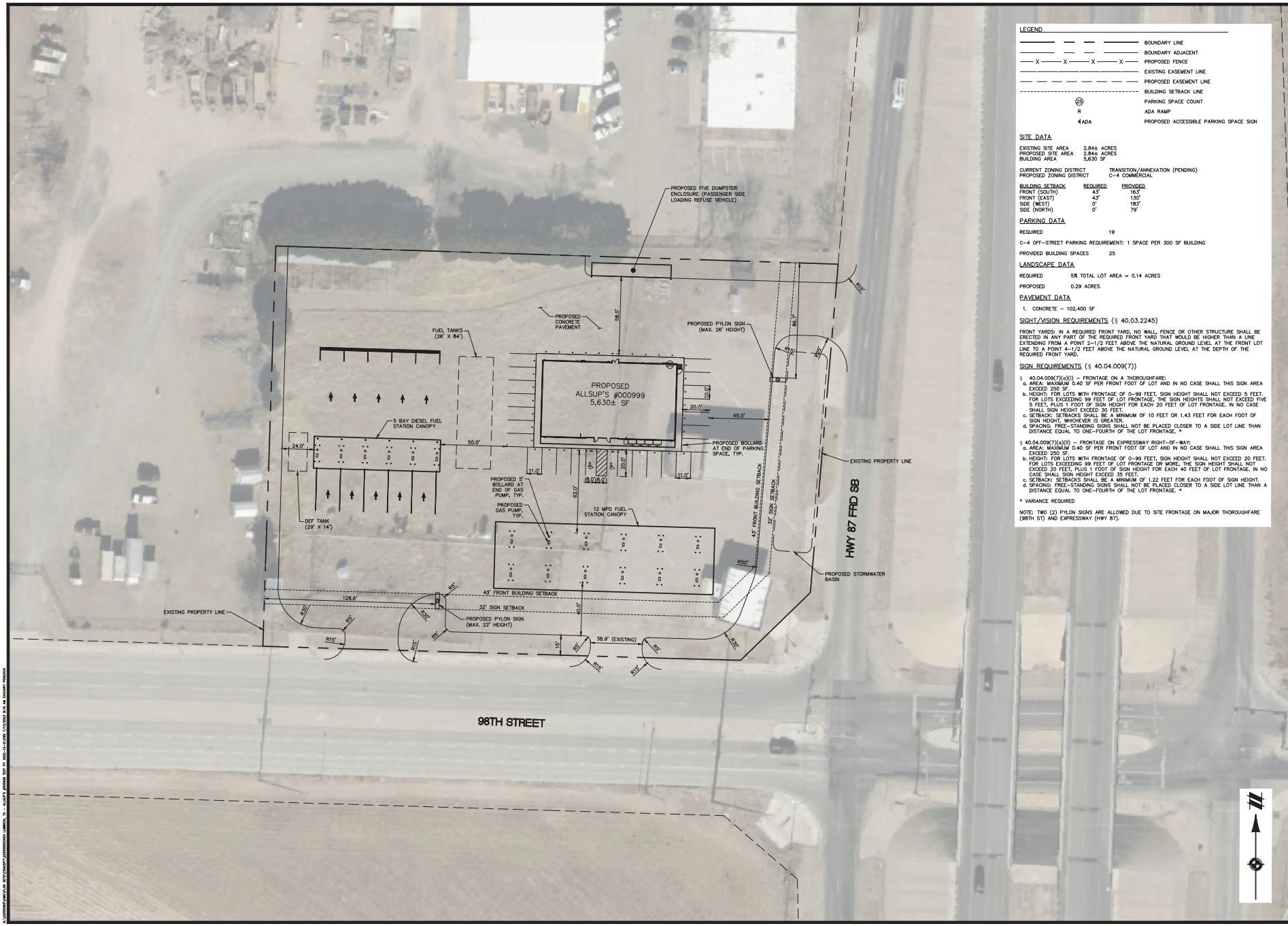
Request for zoning change from: To:

Lots: Blocks:

Addition:

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

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.



LEGEND

	BOUNDARY LINE
	BOUNDARY ADJACENT
— X — X — X —	PROPOSED FENCE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	BUILDING SETBACK LINE
(25)	PARKING SPACE COUNT
R	ADA RAMP
ADA	PROPOSED ACCESSIBLE PARKING SPACE SIGN

SITE DATA

EXISTING SITE AREA	2.84± ACRES
PROPOSED SITE AREA	2.84± ACRES
BUILDING AREA	5,630 SF
CURRENT ZONING DISTRICT	TRANSITION/ANNEXATION (PENDING)
PROPOSED ZONING DISTRICT	C-4 COMMERCIAL

BUILDING SETBACK	REQUIRED	PROVIDED
FRONT (SOUTH)	43'	163'
FRONT (EAST)	43'	130'
SIDE (WEST)	0'	183'
SIDE (NORTH)	0'	79'

PARKING DATA

REQUIRED 19

C-4 OFF-STREET PARKING REQUIREMENT: 1 SPACE PER 300 SF BUILDING

PROVIDED BUILDING SPACES 25

LANDSCAPE DATA

REQUIRED 5% TOTAL LOT AREA = 0.14 ACRES

PROPOSED 0.29 ACRES

PAVEMENT DATA

1. CONCRETE – 102,400 SF

SIGHT/VISION REQUIREMENTS (§ 40.03.2245)

FRONT YARDS: IN A REQUIRED FRONT YARD, NO WALL, FENCE OR OTHER STRUCTURE SHALL BE ERECTED IN ANY PART OF THE REQUIRED FRONT YARD THAT WOULD BE HIGHER THAN A LINE EXTENDING FROM A POINT 2-1/2 FEET ABOVE THE NATURAL GROUND LEVEL AT THE FRONT LOT LINE TO A POINT 4-1/2 FEET ABOVE THE NATURAL GROUND LEVEL AT THE DEPTH OF THE REQUIRED FRONT YARD.

SIGN REQUIREMENTS (§ 40.04.009(7))

§ 40.04.009(7)(a)(i) – FRONTAGE ON A THOROUGHFARE:
a. AREA: MAXIMUM 0.40 SF PER FRONT FOOT OF LOT AND IN NO CASE SHALL THIS SIGN AREA EXCEED 250 SF.
b. HEIGHT: FOR LOTS WITH FRONTAGE OF 0–99 FEET, SIGN HEIGHT SHALL NOT EXCEED 5 FEET. FOR LOTS EXCEEDING 99 FEET OF LOT FRONTAGE, THE SIGN HEIGHTS SHALL NOT EXCEED FIVE 5 FEET, PLUS 1 FOOT OF SIGN HEIGHT FOR EACH 20 FEET OF LOT FRONTAGE, IN NO CASE SHALL SIGN HEIGHT EXCEED 30 FEET.
c. SETBACK: SETBACKS SHALL BE A MINIMUM OF 10 FEET OR 1.43 FEET FOR EACH FOOT OF SIGN HEIGHT, WHICHEVER IS GREATER.
d. SPACING: FREE-STANDING SIGNS SHALL NOT BE PLACED CLOSER TO A SIDE LOT LINE THAN DISTANCE EQUAL TO ONE-FOURTH OF THE LOT FRONTAGE. *

§ 40.04.009(7)(a)(ii) – FRONTAGE ON EXPRESSWAY RIGHT-OF-WAY:
a. AREA: MAXIMUM 0.40 SF PER FRONT FOOT OF LOT AND IN NO CASE SHALL THIS SIGN AREA EXCEED 250 SF.
b. HEIGHT: FOR LOTS WITH FRONTAGE OF 0–99 FEET, SIGN HEIGHT SHALL NOT EXCEED 20 FEET. FOR LOTS EXCEEDING 99 FEET OF LOT FRONTAGE OR MORE, THE SIGN HEIGHT SHALL NOT EXCEED 20 FEET, PLUS 1 FOOT OF SIGN HEIGHT FOR EACH 40 FEET OF LOT FRONTAGE. IN NO CASE SHALL SIGN HEIGHT EXCEED 35 FEET.
c. SETBACK: SETBACKS SHALL BE A MINIMUM OF 1.22 FEET FOR EACH FOOT OF SIGN HEIGHT.
d. SPACING: FREE-STANDING SIGNS SHALL NOT BE PLACED CLOSER TO A SIDE LOT LINE THAN A DISTANCE EQUAL TO ONE-FOURTH OF THE LOT FRONTAGE. *

* VARIANCE REQUIRED

NOTE: TWO (2) PYLON SIGNS ARE ALLOWED DUE TO SITE FRONTAGE ON MAJOR THOROUGHFARE (98TH ST) AND EXPRESSWAY (HWY 87).

BW GAS & CONVENIENCE RETAIL, LLC HAS REVIEWED AND APPROVES THIS SITE PLAN

SIGNATURE

PRINT NAME

TITLE

DATE

BY SIGNING THIS PAGE, YOU ARE AGREEING TO THE GRAPHICAL REPRESENTATION OF THIS SITE PLAN AND SUBSEQUENT PAGES

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1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005815

ABSTRACT #303492

CITY OF LUBBOCK

LUBBOCK COUNTY, TEXAS

CLIENT
BW GAS & CONVENIENCE RETAIL, LLC
ALLSUP'S CONVENIENCE STORE #000999

9706 HIGHWAY 87
LUBBOCK, TX 79423

CONCEPTUAL PLAN 03

DATE
AUGUST 23, 2022
CN02 – 10/6/2022
CN03 – 12/21/2022
CN04 – 07/11/2023

REVISIONS

SCALE 0 15 30
1" = 30 FEET
DR. MW | CH. BM
P.M. B.MCARDLE

JOB 22005060

SHEET NO.
CN-03

CAD FILE: 22005060CN04 LUBBOCK, TX – ALLSUP'S #000999 TEST FIT 2022-12-21.DWG

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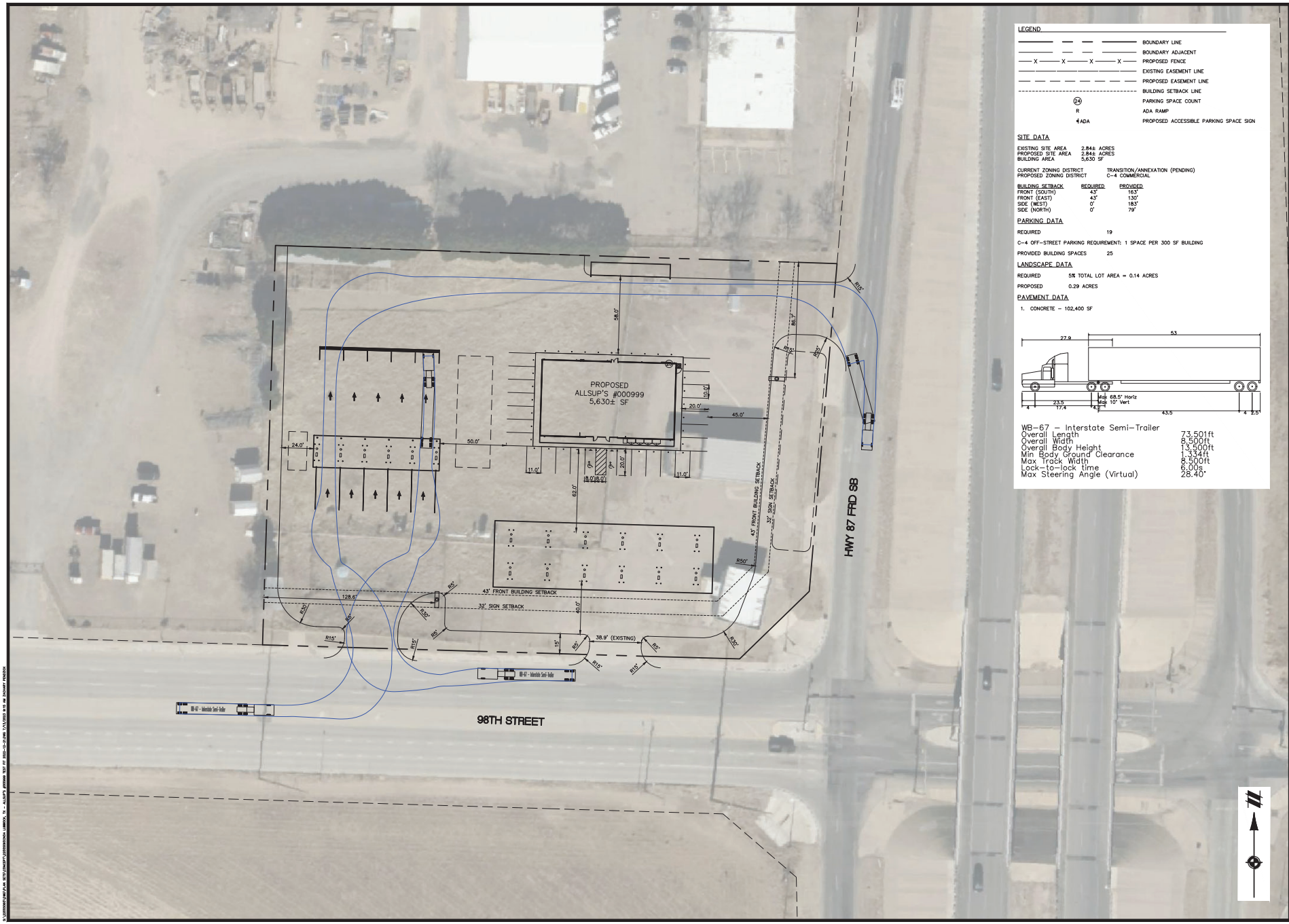

LEGEND

———	BOUNDARY LINE
———	BOUNDARY ADJACENT
—— X —— X —— X ——	PROPOSED FENCE
———————	EXISTING EASEMENT LINE
— — — — — —	PROPOSED EASEMENT LINE
- - - - - - -	BUILDING SETBACK LINE
(24)	PARKING SPACE COUNT
R	ADA RAMP
♿ ADA	PROPOSED ACCESSIBLE PARKING SPACE SIGN

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BUILDING SETBACK	REQUIRED	PROVIDED
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PARKING DATA

REQUIRED	19
C-4 OFF-STREET PARKING REQUIREMENT: 1 SPACE PER 300 SF BUILDING	
PROVIDED BUILDING SPACES	25

LANDSCAPE DATA

REQUIRED	5% TOTAL LOT AREA = 0.14 ACRES
PROPOSED	0.29 ACRES

PAVEMENT DATA

1. CONCRETE – 102,400 SF

WB-67 – Interstate Semi-Trailer

Overall Length	73.501ft
Overall Width	8.500ft
Overall Body Height	13.509ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	28.40°

Know what's below. Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR ATWELL IS RESPONSIBLE OR EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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ABSTRACT #303492

CITY OF LUBBOCK

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BW GAS & CONVENIENCE RETAIL, LLC
ALLSUP'S CONVENIENCE STORE #000999

9706 HIGHWAY 87
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CONCEPTUAL PLAN 03

DATE
AUGUST 23, 2022

CN02 – 10/6/2022
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REVISIONS

SCALE 0 15 30
1" = 30 FEET
DR. MW | CH. BM
P.M. B.MCARDLE

JOB 22005060

SHEET NO.
CN-03

CAD FILE: 22005060CN04 LUBBOCK, TX – ALLSUP'S #000999 TEST FIT 2022-12-21.DWG

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Information

Agenda Item

Ordinance 2nd Reading - Planning (District 4): Consider Ordinance No. 2023-O00123, for Zone Case 3351-B, a request of Seventeen Services, LLC for Two men and a baby, LLC, for a zone change from Local Retail District (C-2) to Interstate Highway Commercial District (IHC), at 3201 114th Street, located south of 114th Street and east of Indiana Avenue, on 5.57 acres of unplatted land out of Block E-2, Section 21.

Item Summary

On September 26, 2023, the City Council approved the first reading of the ordinance by a unanimous vote.

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 this request. The Planning and Zoning Commission heard this case on September 7, 2023, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Planning and Zoning Commission
Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

8.8 ZC3351-B_Ordinance
8.8 ZC3351-B_Report
8.8 ZC3351-B_Documentation

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. 3351-B; A ZONING CHANGE FROM C-2 TO IHC ZONING DISTRICT AT 3201 114TH STREET, LOCATED SOUTH OF 114TH STREET AND EAST OF INDIANA AVENUE, ON 5.57 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 21, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3351-B

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2** to **IHC** zoning district at **3201 114th Street, located south of 114th Street and east of Indiana Avenue, on 5.57 acres of unplatted land out of Block E-2, Section 21,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3351-B
September 7, 2023

Delta Land Surveying and Engineering, LLC
1310 Jarvis Street
Lubbock, TX 79403
806-701-5707
www.deltalbk.com

Exhibit "A"

Metes and Bounds description of a 5.571 acre tract of land, being a portion of that 6.360 acre tract described in County Clerk File Number (CCFN) 2018045761, Official Public Records of Lubbock County, Texas (OPRLCT), being out of Section 21, Block E-2, Lubbock County, Texas, and being more particularly described as follows:

Beginning at a point in the South Right of Way line of 114th Street, described in CCFN 2009043181, OPRLCT, for the Northwest corner of Tract A, HTS Business Park, an Addition to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat, and/or Dedication Deed thereof recorded in CCFN 2022032143, OPRLCT, and for the Northeast corner of this tract, whence the Northwest corner of said Section 21 is called to bear N89°59'55W, 1256.91 feet and North, 55.00 feet;

Thence S00°01'53"E, leaving said 114th Street, with the West line of said Tract A, approximately 524 feet to a point in the North line of that tract described as Tract C in said CCFN 2009043181 for the Southwest corner of said Tract A, and for the Southeast corner of this tract;

Thence S89°59'42"W, leaving said Tract A, with the North line of said Tract C, approximately 463 feet to a point for the Southeast corner of a 0.789 acre tract, being the remainder of said 6.360 acre tract, and for the Southwest corner of this tract;

Thence N00°01'53"W, leaving said Tract C, with the East line of said 0.789 acre tract, approximately 524 feet to a point in the south line of said 114th Street, for the Northeast corner of said 0.789 acre tract, and for the Northwest corner of this tract;

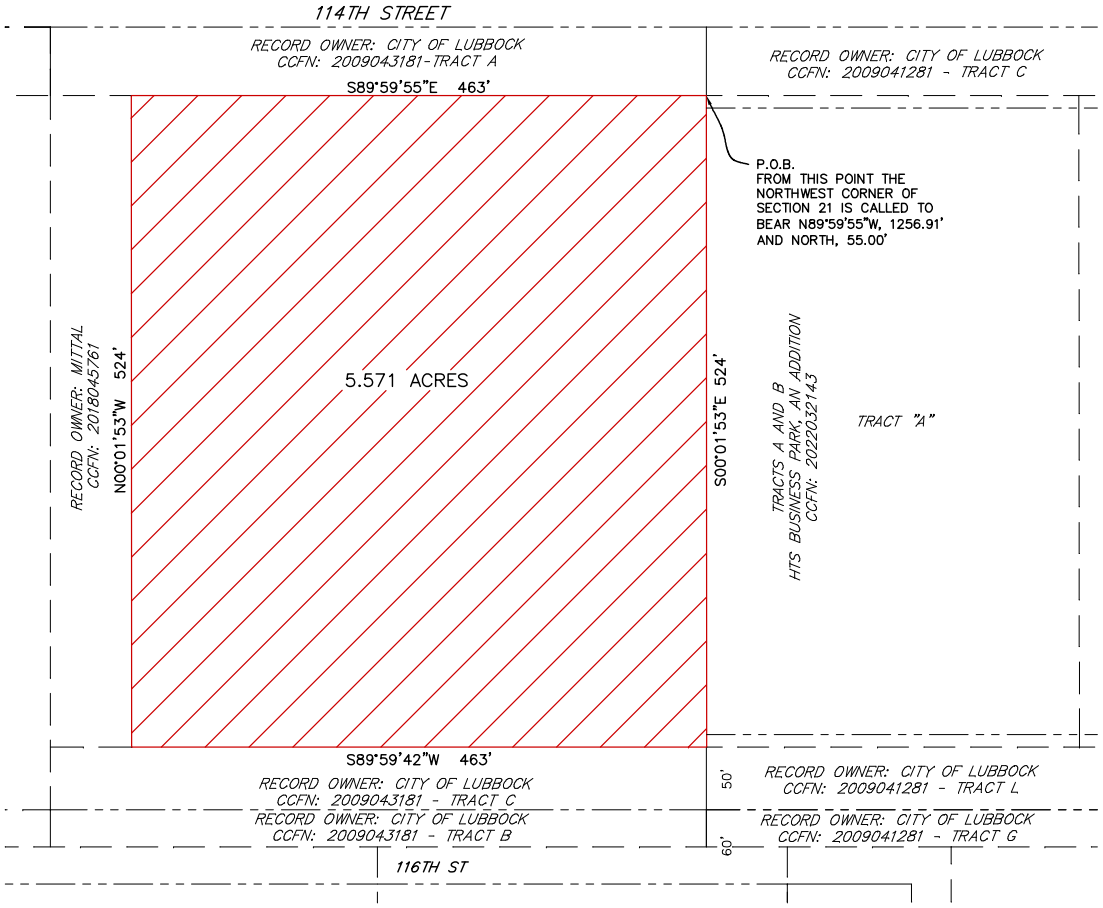
Thence S89°59'55"E, leaving said 0.789 acre tract, with the South line of said 114th Street, approximately 463 feet to the Point of Beginning.

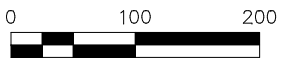
Field Notes prepared for zone case purposes only. This does not represent an accurate survey made on the ground.

Delta Land Surveying Job No. 23568

ZONE CASE SKETCH

ON A 5.571 ACRE TRACT OUT OF SECTION 21, BLOCK E-2, LUBBOCK COUNTY, TEXAS





SCALE: 1" = 100'

SURVEYED FOR:
K'LEIGH HERNANDEZ

FOR ZONE CASE PURPOSES ONLY.
THIS DOES NOT REPRESENT A TRUE AND ACCURATE SURVEY ON THE GROUND

DELTA LAND SURVEYING, LLC
FIRM # 10194496
DELTA ENGINEERING, LLC
FIRM # F-22948
1310 JARVIS STREET
LUBBOCK, TX 79403
806-701-5707
WWW.DELTALBK.COM

DRAFTED BY: KG/JE REV. BY: JN

Planning Department
City of Lubbock

Staff Report	Zone Case 3351-B
City Council Meeting	September 26, 2023

Applicant Seventeen Services, LLC for Two men and a baby, LLC

Property Owner Michael Postar

Council District 4

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- August 23, 1979, Ordinance No. 7900: The subject property was annexed into the city limits and zoned Transition District (T).
- July 12, 2018, Zone Case 3351, Ordinance No. 2018-O0077: The subject property was rezoned from T to Local Retail District(C-2).
- September 7, 2023, Zone Case 3351-B: The Planning and Zoning Commission recommended approval of a zone change from C-2 to Interstate Highway Commercial District (IHC) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 16
- Received In Favor: 2
- Received In Opposition: 0

Site Conditions and History

The subject property consists of 5.57 acres of vacant, unsubdivided land out of Block E-2, Section 21.

Adjacent Property Development

The subject property is adjacent to vacant land zoned Interstate Highway Commercial District (IHC) to the east, a church zoned Transition District (T) to the south, commercial retail zoned Local Retail District (C-2), and apartments zoned Family Apartment District (A-1) to the north.

Zoning Request and Analysis

Item Summary

The subject property is at 3201 114th Street, located south of 114th Street and east of Indiana Avenue. The applicant requests a zone change from Local Retail District (C-2) to Interstate Highway Commercial District (IHC).

Current zoning: **Local Retail District (C-2)**

Requested zoning: **Interstate Highway Commercial District (IHC)**

Intent Statements

The intent of the current C-2 zoning is "to provide limited local retail and service commercial uses which serve one of several neighborhoods. Such districts may be located on existing thoroughfares or at the intersections of major thoroughfares."

The intent of the proposed IHC zoning is "to provide for quality commercial office, retail and wholesale uses which serve a city-wide or regional area. Such uses require careful consideration when adjacent to residential areas. Special consideration shall be given building height for developments adjacent to Mackenzie State Park,

the Yellowhouse Canyon Lakes, and the Central Business District."

Traffic Network/Infrastructure Impacts
The property is located south of 114th Street, which is designated as a Minor Arterial street, and east of Indiana Avenue, which is designated as a Principle Arterial by the Master Thoroughfare Plan, 2018. Principal Arterials provide connectivity across the transportation network serving high volume needs of local and regional traffic.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. The proposed zone change is for a vacant lot, which is conducive to self-storage facilities.

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 is compatible with this designation.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property is suitable for the proposed district because it would not change the characteristics of the existing neighborhood.

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

Victoria Lewelling
Planner
Planning Department
806-775-2021
vlewelling@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3351-B

Allowable Uses: Interstate Highway Commercial District (IHC)

Transportation: The proposed development has proposed points of access from 114th Street and 116th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
116th Street, *Local Street*	R.O.W. 45 feet, 2 lanes, undivided, paved	R.O.W. 55 feet, 5 lanes, undivided, paved
114th Street, *Minor Arterial, Partial*	R.O.W. 40 feet, 3 lanes, undivided, paved	R.O.W. 100 feet, 5 lanes, 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

District 4

5.6 **Zone Case 3351-B:** Seventeen Services, LLC for Two men and a baby, LLC, request a for a zone change from Local Retail District (C-2) to Interstate Highway Commercial District (IHC), at:

- 3201 114th Street, located south of 114th Street and east of Indiana Avenue, on 5.57 acres of unplatted land out of Block E-2, Section 21.

PLANNER VICTORIA LEWELLING stated there was sixteen (16) notifications sent out and two (2) were returned in favor. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT TYLER GENTRY, 1500 Broadway, Suite 203, with Seventeen Services, stated he was available for questions.

JAMES BELL asked the applicant for the intended use of the property.

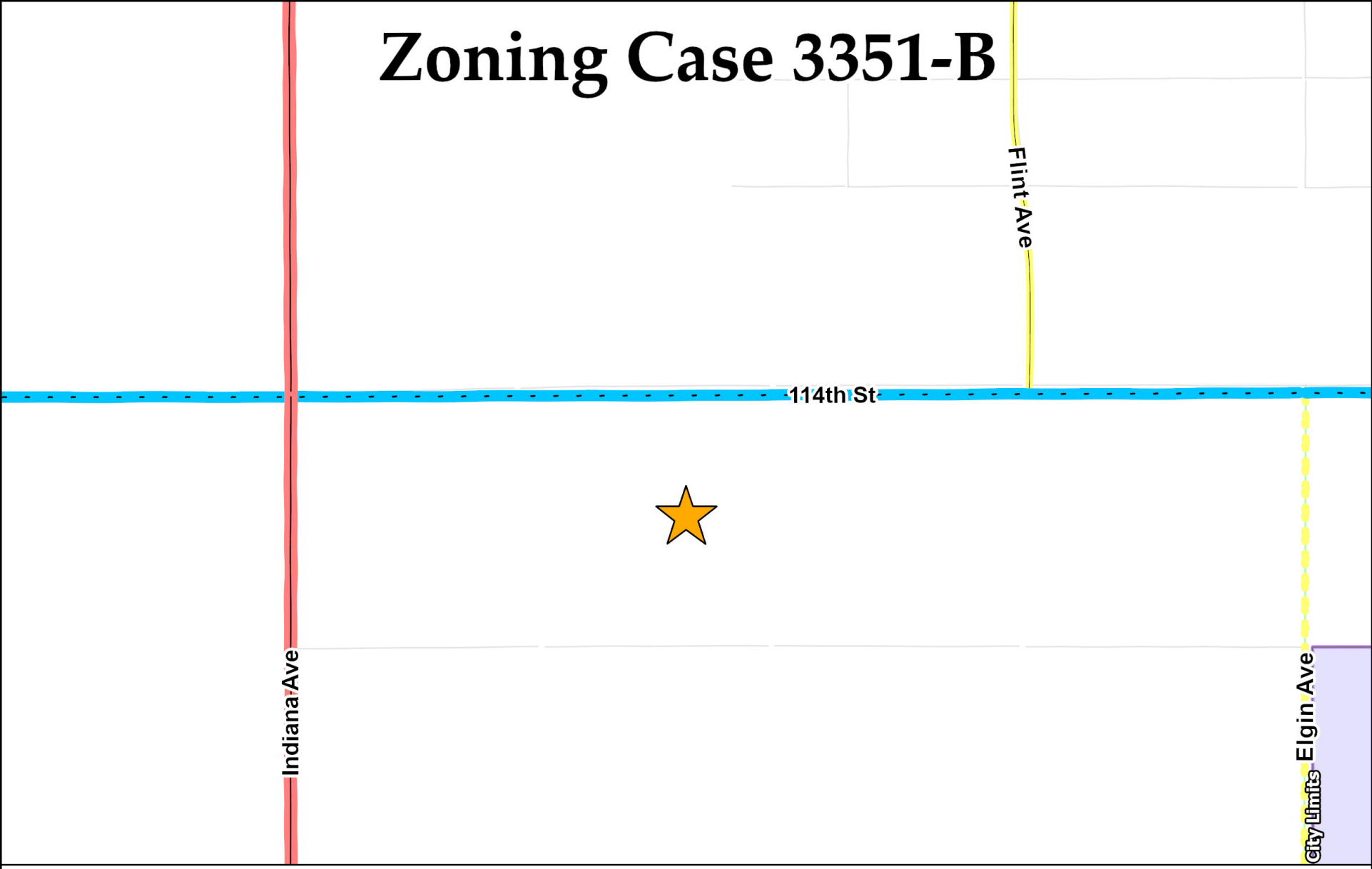
APPLICANT TYLER GENTRY replied the request was made in preparation of the transition to the Unified Development Code. If left in C-2, the property would transition to Neighborhood Commercial (NC). The intent is to transition to HC to allow for a retail warehouse-type operation that could sell construction materials and supplies.

IN FAVOR MICHAEL POSTER, 3110 Frankford Avenue, owns the subject property as well as the property directly across from the subject property. He spoke to the neighbors and they are all in favor.

No one spoke in opposition of the request.

In the matter of **Zone Case 3351-B,** a motion was made by **JORDAN WHEATLEY** and seconded by **BRANDON HARDAWAY** to approve the request. The Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Zoning Case 3351-B



Collector
- Completed
- Partial
- Future

Minor Arterial
- Completed
- Partial
- Future

Modified Arterial
- Partial
- Future

Principal Arterial
- Completed
- Partial
- Future

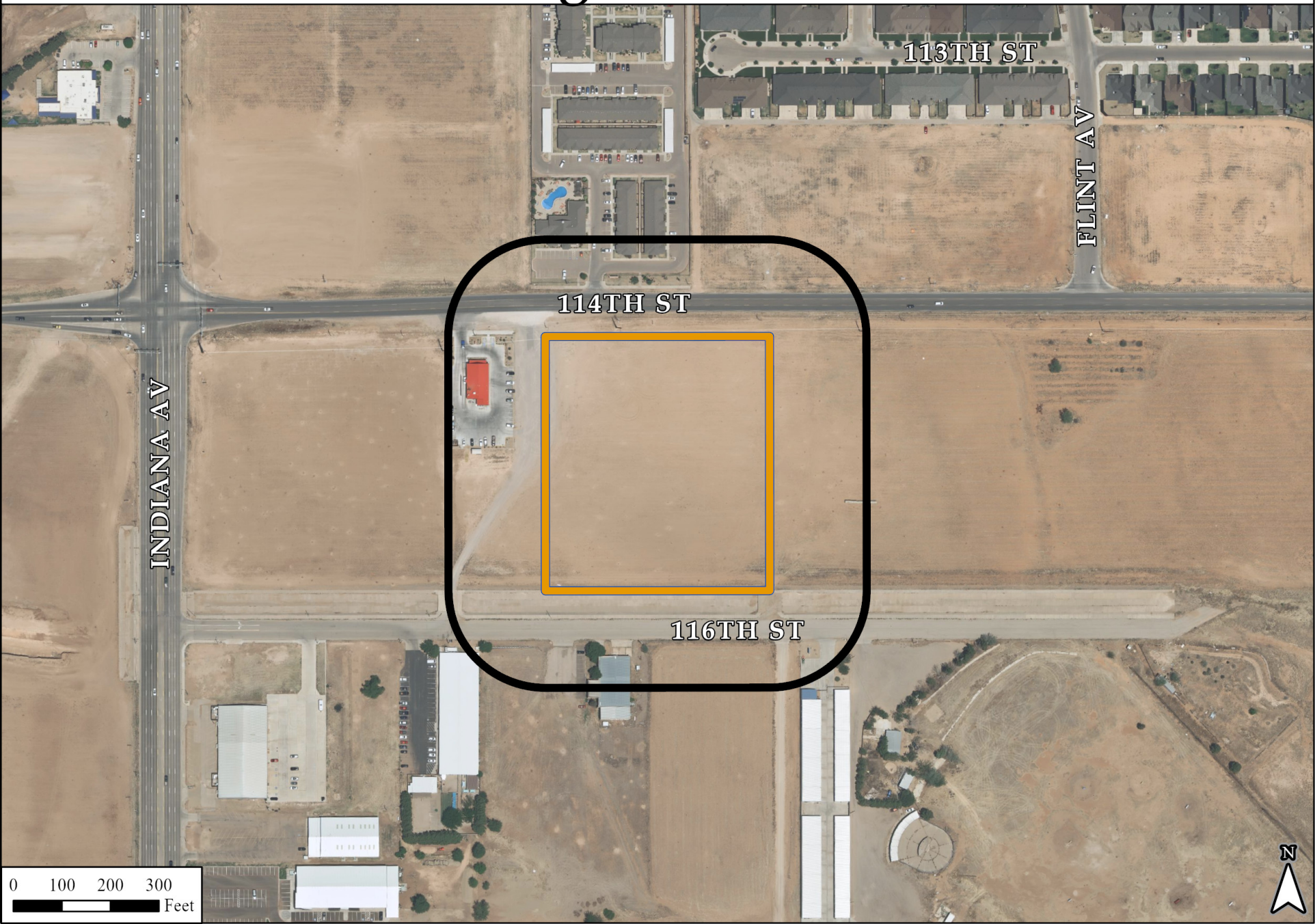
Freeway
- Completed
- Partial
- Proposed Outer Loop

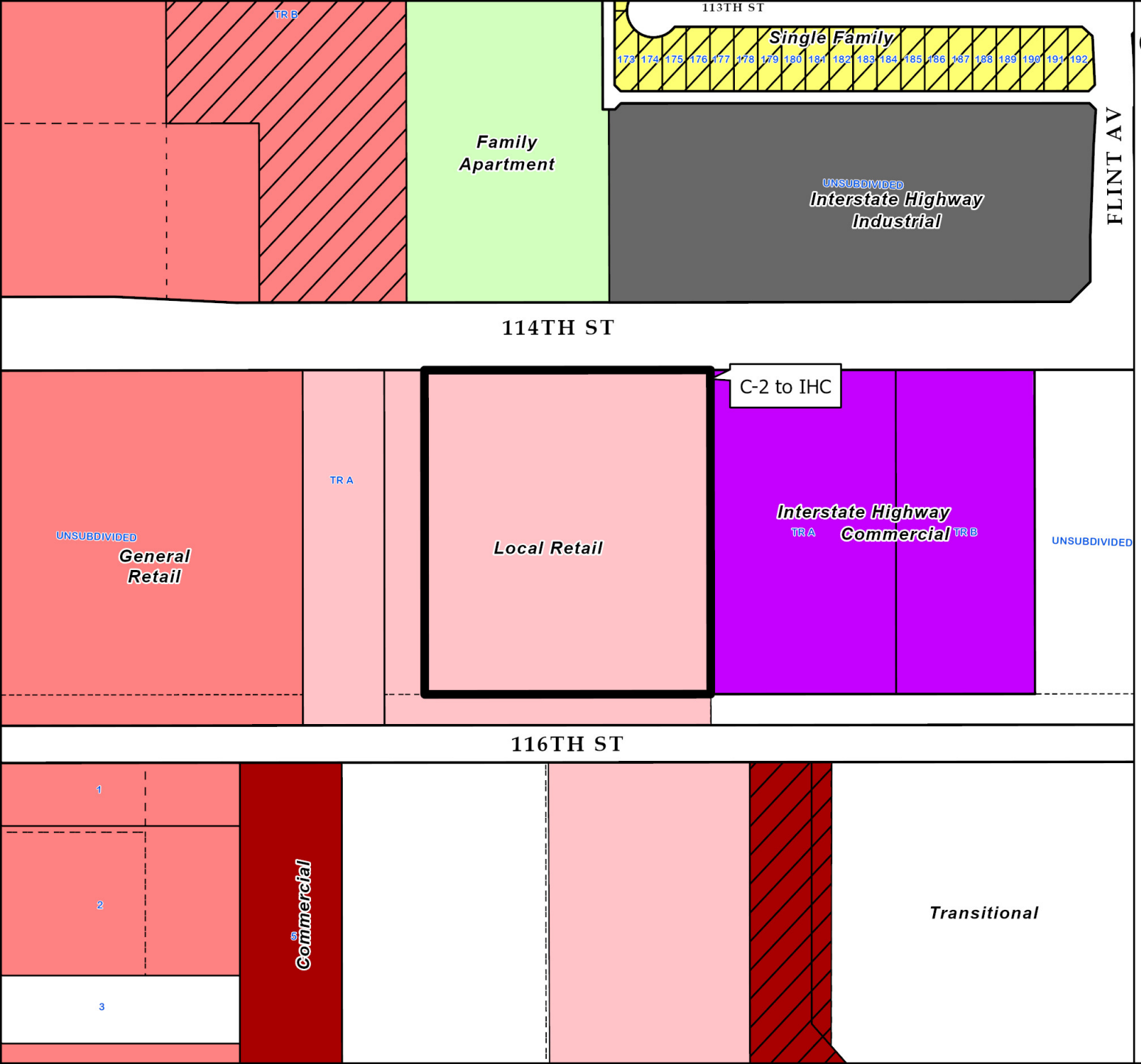
N
W E
S

Date Exported: August 2023

PZC Mailout
Notifications Received
N
Legend
LocatorPnt3351_B
MailoutBuffer3351_B
<all other values>
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 8/30/2023
0
125
250
500 Feet

Zoning Case 3351-B





Current Zoning

3351-B

Zoning Districts

- Family Apartment
- Local Retail
- General Retail
- General Retail Specific Use
- Commercial
- Commercial Specific Use
- Interstate Highway Commercial
- Interstate Highway Industrial
- Single Family Specific Use
- Transitional

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: August 2023

Future Land Use Plan
Case 3351-B

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: August 2023

Subject Property. South View.

East View.

North View.

West View.

3351-B

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 3201 114th St. ; R346629

Lots/Tracts: BLK E2 SEC 21 AB 270 TR B2

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: 5.57

Existing Land Use: Vacant Existing Zoning: C-2

Requested Zoning: IHC

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Seventeen Services, LLC

Name: Tyler Gentry

Address: 1500 Broadway Suite 203 City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-787-8533 Email: tyler@17services.com

Applicant's Signature: T—E—

Date: 08/01/2023 Printed Name: Tyler Gentry

Owner Information

Firm Name: AFFORDABLE STORAGE AT 34TH & UPLAND LLC

Owner: Michael Postar

Address: 3110 FRANKFORD AVE City: Lubbock State: Texas

ZIP Code: 79407 Telephone: 806-789-6087 Email: postarmichael@gmail.com

Property Owner's Signature: _____

Date: 08/03/2020 Printed Name: _____

Preparer Information

Preparer's Signature: M. Eldridge

Date: 08/03/2023 Printed Name: Michelle Eldridge

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

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.:** ***3351-B***

In Favor X

Opposed ____

Reasons and/or Comments:

IN FAVOR

Print Name Michael Potts

Signature: Michael Potts

Address: 3222 114th 3110 Frankford Ave

Address of Property Owned: ____

Phone Number: 806.789.6617

Email: potsrmichael@gmail.com

Zone Case Number: **3351-B** R344974 Recipient 3 of 16

114TH & INDIANA AFFORDABLE STORAGE LLC
3110 FRANKFORD AVE
LUBBOCK TX 79407

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.:** ***3351-B***

In Favor X

Opposed ____

Reasons and/or Comments:

Good Project !!

Print Name Michael PISTAR

Signature: [signature]

Address: 3110 Frankford Ave

Address of Property Owned: 3211 114th Street

Phone Number: 806) 789-6087

Email: pistarmichael@gmail.com

Zone Case Number: **3351-B** R346629 Recipient 2 of 16
AFFORDABLE STORAGE AT 34TH & UPLAND LLC
3110 FRANKFORD AVE
LUBBOCK TX 79407

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 4): Consider Ordinance No. 2023-O00124, for Zone Case 3490, a request of Hugo Reed and Associates, Inc. for Red Canyon Development, LLC, for a Specific Use for an Athletic Center on property zoned Transition District (T), generally located south of 146th Street and west of Quaker Avenue, on 3.3 acres of unplatted land out of Block AK, Section 6

Item Summary

On September 26, 2023, the City Council approved the first reading of the ordinance by a unanimous vote.

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 this request. The Planning and Zoning Commission heard this case on September 7, 2023, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Planning and Zoning Commission
Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

8.9 ZC3490_Ordinance
8.9 ZC3490_Report
8.9 ZC3490_Documentation

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. 3490; A ZONING CHANGE FROM T TO T SPECIFIC USE FOR AN ATHLETIC CENTER, GENERALLY LOCATED SOUTH OF 146TH STREET AND WEST OF QUAKER AVENUE, ON 3.3 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 6, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, 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. 3490

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 **T Specific Use** for an Athletic Center zoning district **generally located south of 146th Street and west of Quaker Avenue, on 3.3 acres of unplatted land out of Block AK, Section 6,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **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 **generally located south of 146th Street and west of Quaker Avenue, on 3.3 acres of unplatted land out of Block AK, Section 6**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC3490
September 7, 2023

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

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT "A"

PROPOSED T SPECIFIC USE ZONING

METES AND BOUNDS DESCRIPTION of an approximate 3.3 acre tract of land located in Section 6, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at the Southwest corner of that tract described in Zoning Ordinance 2022-O0015 at a point for the Southeast corner of this tract which bears N. 88°14'24" W. an approximate distance of 2903.7 feet and S. 01°42'34" W. an approximate distance of 2917.2 feet from the Northeast corner of Section 6, Block AK;

THENCE N. 88°17'26" W. an approximate distance of 477.0 feet to a point;

THENCE N. 43°17'26" W. an approximate distance of 21.2 feet to a point;

THENCE N. 01°42'34" E. an approximate distance of 320.5 feet to a point;

THENCE S. 88°17'26" E. an approximate distance of 280.0 feet to a point;

THENCE S. 01°42'34" W. an approximate distance of 95.0 feet to a point;

THENCE S. 88°17'26" E. an approximate distance of 212.0 feet to a point in the Western boundary of said tract described in Zoning Ordinance 2022-O0015;

THENCE S. 01°42'34" W., along the Western boundary of said described tract, an approximate distance of 240.5 feet to the Point of Beginning.

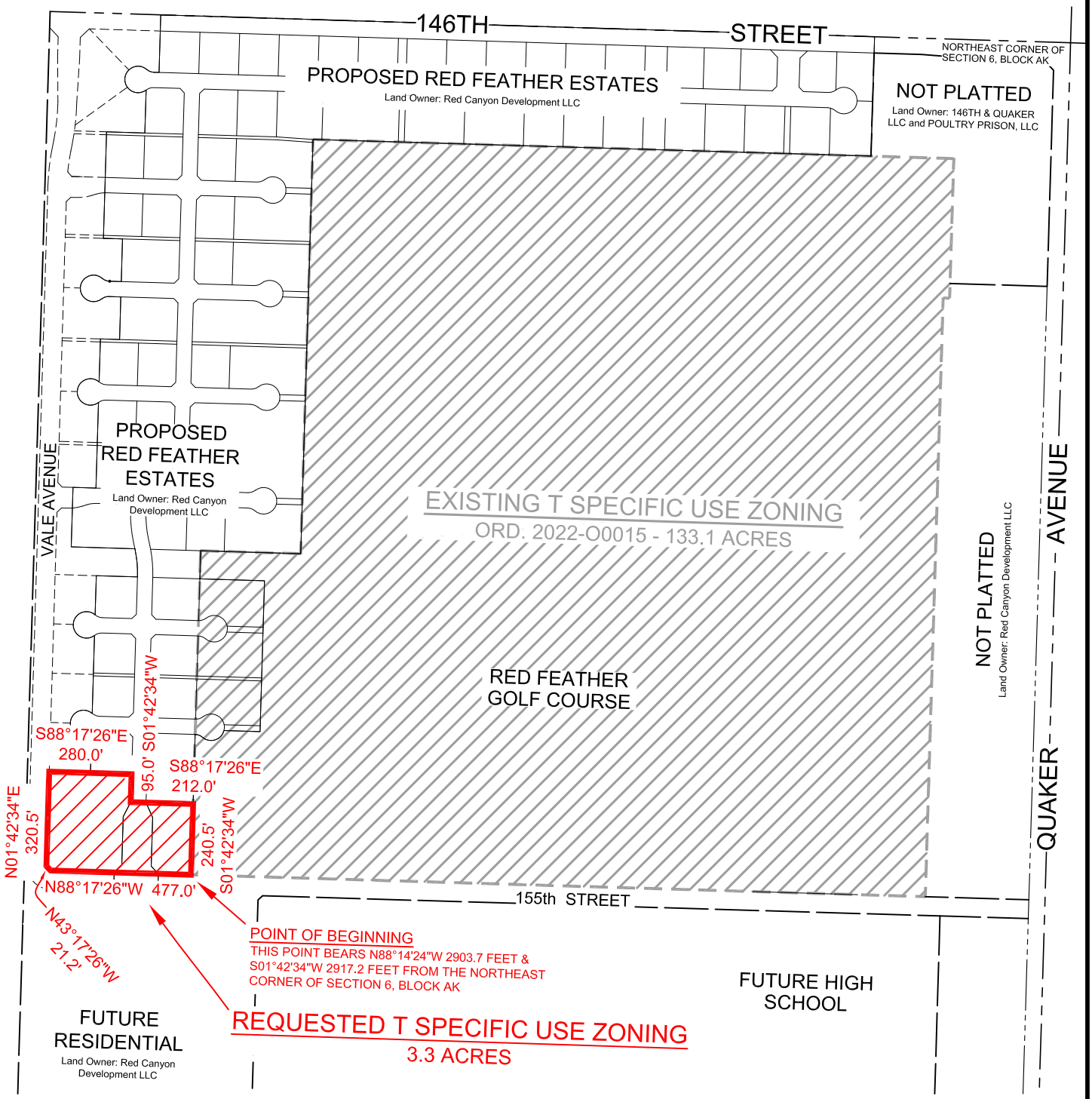
PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for Red Canyon Development LLC
Contains: 3.3 Acres
August 3, 2023

EXHIBIT "A"

T SPECIFIC USE ZONING

LOCATED IN SECTION 6, BLOCK AK



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

Planning Department
City of Lubbock

Staff Report	Zone Case 3490
City Council Meeting	September 26, 2023

Applicant Hugo Reed and Associates, Inc.

Property Owner Red Canyon Development, LLC

Council District 4

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- February 8, 2018, Ordinance No. 2018-O0023: The subject property was annexed into the City Limits and zoned Transition District (T).
- September 7, 2023, Zone Case 3490: The Planning and Zoning Commission recommended approval of a Specific Use for an Athletic Field on property zoned T by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 7
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property consists of 3.3 acres of vacant, unsubdivided land out of Block AK, Section 6.

Adjacent Property Development

The subject property is surrounded by vacant, unsubdivided land, zoned Transitional (T).

Zoning Request and Analysis

Item Summary

The subject property is 4605 146th Street, located south of 146th Street and west of Quaker Avenue. The applicant requests a zone change from Transition District (T) to T Specific Use for an Athletic Field.

Current zoning: **Transition District (T)**

Requested zoning: **Transition District Specific Use for an Athletic Field (T)**

Intent Statements

The intent of the current and proposed 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."

Traffic Network/Infrastructure Impacts

The property is located south of 146th Street, which is designated as a Principle Arterial street, and west of Quaker Avenue, which is designated as a Principle Arterial by the Master Thoroughfare Plan, 2018. Principal Arterials provide connectivity across the transportation network serving high volume needs of local and regional traffic.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. The proposed zone change is for a vacant lot, which is conducive to self-storage facilities.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Low Density Residential uses. The proposed zone change is compatible with this designation.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property is suitable for the proposed district because it would not change the characteristics of the existing neighborhood.

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

Victoria Lewelling
Planner
Planning Department
806-775-2021
vlewelling@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3490

Allowable Uses: Transition District Specific Use for an Athletic Field (T)

Transportation: The proposed development has points of access from proposed Vale Avenue and 155th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Vale Avenue, *Local Street (Future)*	None	R.O.W. 60 feet, 2 lanes, undivided, paved
155th Street, *Local Street (Future)*	None	R.O.W. 60 feet, 2 lanes, 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

District 4

5.7 **Zone Case 3490:** Hugo Reed and Associates, Inc. for Red Canyon Development, LLC, request a Specific Use for an Athletic Center on property zoned Transition District (T), at:

- Generally located south of 146th Street and west of Quaker Avenue, on 3.3 acres of unplatted land out of Block AK, Section 6.

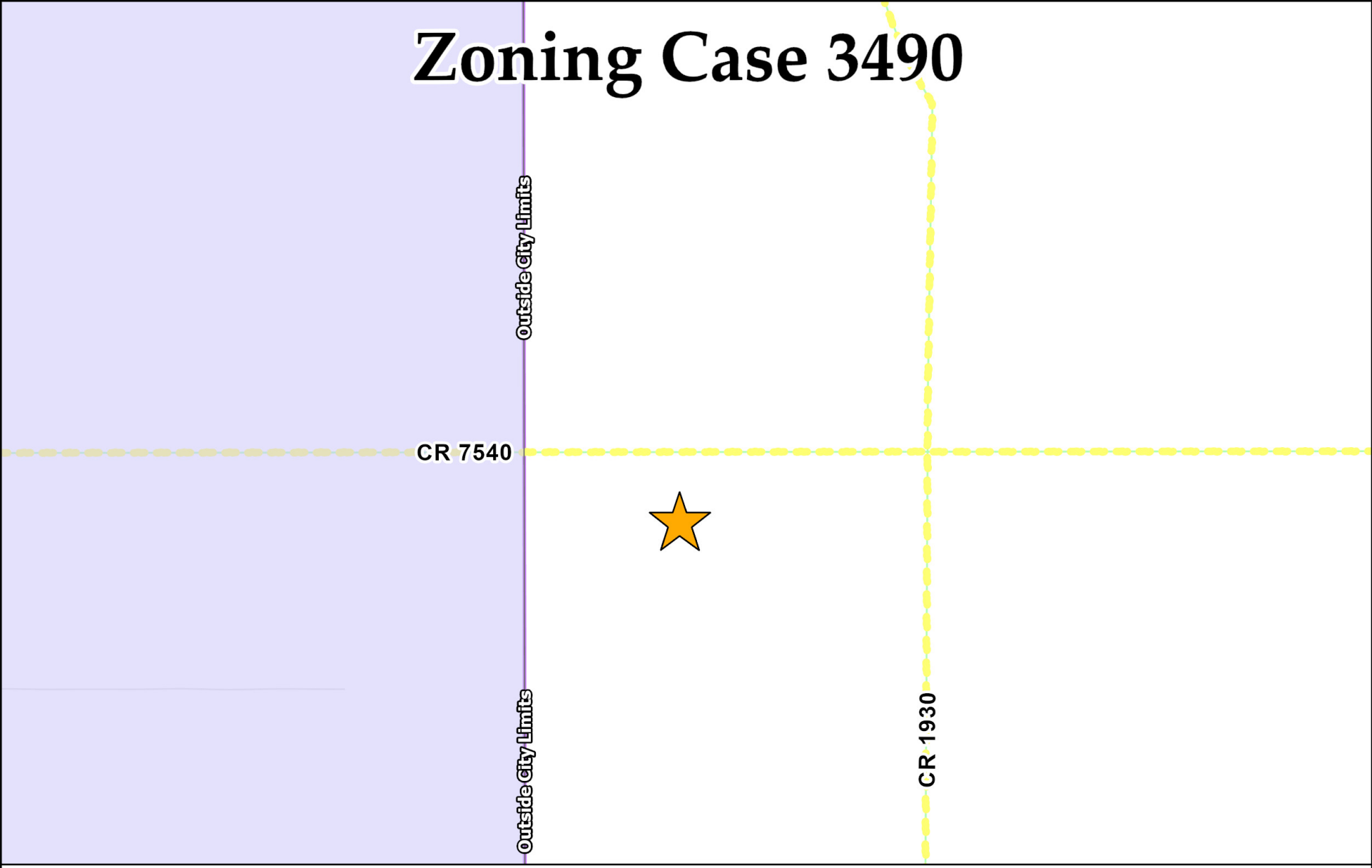
PLANNER VICTORIA LEWELING stated there were seven (7) notifications sent out with none being returned. Staff shared the location of the property, including pictures and maps and discussed the surrounding property. The Eastern Transition district has a specific use for the Red Feather golf course. The request is due to the subject property being developed in conjunction with that project. Staff recommends approval of this request.

APPLICANT TERRY HOLEMAN, 1601 Avenue N, with Hugo Reed and Associates, stated the request to be an extension of the Red Feather Golf Course. That 133-acre golf course was zoned T Specific Use about a year ago, and that zoning fits the extension they are asking for. The addition will be for some casitas for the golf course. The entrance for the clubhouse will be through a private, gated area in the residential area off of 155th Street.

No one spoke in favor or in opposition of the request.

In the matter of **Zone Case 3490,** a motion was made by **JAMES BELL** and seconded by **BRANDON HARDAWAY** to approve the request. The Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Zoning Case 3490



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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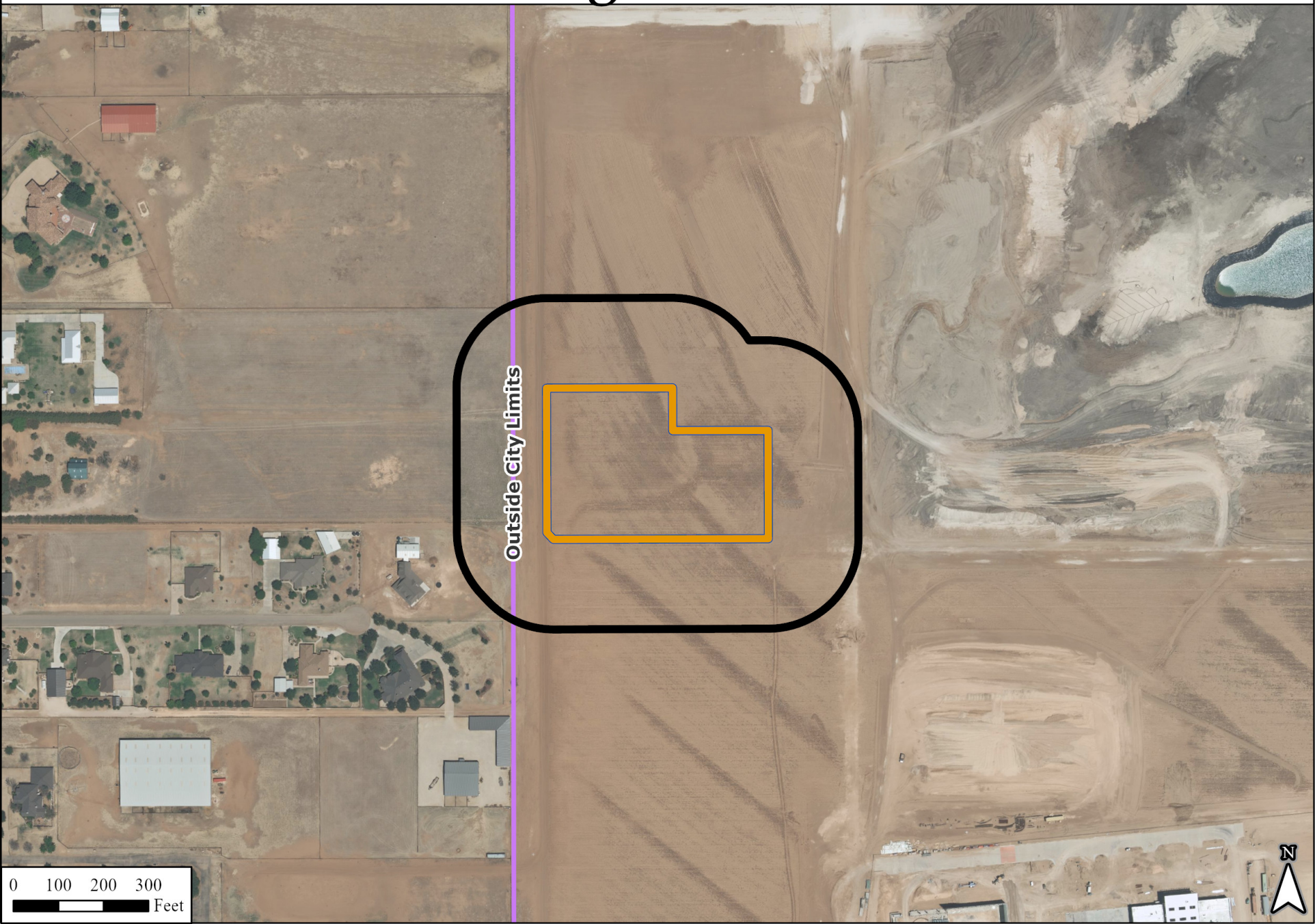
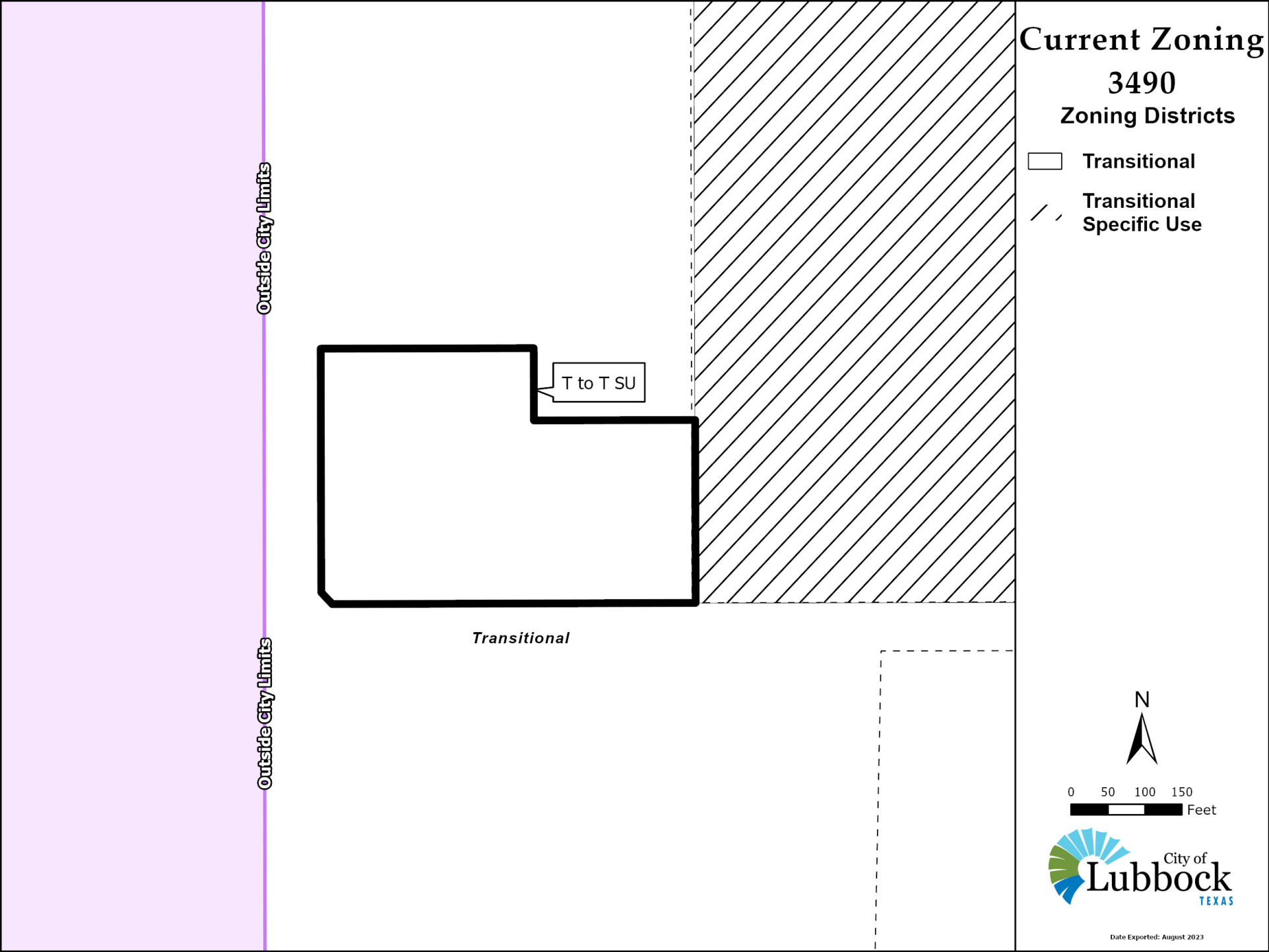
Date Exported: August 2023

Zoning Case 3490




Outside City Limits
Outside City Limits
T to T SU
Transitional
Current Zoning
3490
Zoning Districts
Transitional
Transitional Specific Use
N
0 50 100 150
Feet
City of Lubbock TEXAS
Date Exported: August 2023

Subject Property. South View.

East View.

North View.

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: Proposed 155th Street and Proposed Vale Avenue

Lots/Tracts: See metes and bounds

Survey & Abstract: Section 6, Block AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 3.3

Existing Land Use: vacant Existing Zoning: T

Requested Zoning: T Specific Use for an athletic field, park,...commercial - 40.03.3103(p)

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: TX

ZIP Code: 79401 Telephone: 806-763-5642 Email: tholeman@hugoreed.com

Applicant's Signature: Terry Holeman

Date: August 3, 2023 Printed Name: Terry Holeman

Owner Information

Firm Name: Red Canyon Development, LLC

Owner: Red Canyon Development, LLC

Address: PO Box 64664 City: Lubbock State: TX

ZIP Code: 79464 Telephone: 806-543-0667 Email: tpayn3@gmail.com

Property Owner's Signature:

Date: August 3, 2023 Printed Name: Thomas Payne

Preparer Information

Preparer's Signature:

Date: Printed Name:

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 4): Consider Ordinance No. 2023-O00125, for Zone Case 2968-D, a request of SK Architecture Group, LLC for James Morgan, Ltd., for a zone change from Apartment-Medical District (AM) to Garden Office District (GO), at 4007, 4009, 4011, 4013, 4015 and 4017 98th Street, located south of 98th Street and east of Orlando Avenue, on 1.23 acres of unplatted land out of Block E-2, Section 17.

Item Summary

On September 26, 2023, the City Council approved the first reading of the ordinance by a unanimous vote.

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 this request. The Planning and Zoning Commission heard this case on September 7, 2023, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Planning and Zoning Commission
Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

8.10 ZC2968-D_Ordinance
8.10 ZC2968-D_Report
8.10 ZC2968-D_Documentation

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. 2968-D; A ZONING CHANGE FROM AM TO GO ZONING DISTRICT AT 4007, 4009, 4011, 4013, 4015 AND 4017 98TH STREET, LOCATED SOUTH OF 98TH STREET AND EAST OF ORLANDO AVENUE, ON 1.23 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 17, 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. 2968-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 **GO** zoning district at **4007, 4009, 4011, 4013, 4015 and 4017 98th Street, located south of 98th Street and east of Orlando Avenue, on 1.23 acres of unplatted land out of Block E-2, Section 17,** 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:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2968-D
September 7, 2023

CENTERLINE ENGINEERING & CONSULTING, LLC.
8312 Upland Avenue, Lubbock, Texas 79424
(806) 470-8686
TBPE Reg. No. F-16713
TBPLS Reg. No. 10194378

Exhibit "A"

Plat Metes & Bounds

BEING a 1.23 Acre tract as described in County Clerk File No. 2008001655, Official Public Records of Lubbock County, Texas, located in Section 17, Block E-2, Abstract 103, BS&F Survey, Lubbock, Lubbock County, Texas, and being further described by metes and bounds as follows:

BEGINNING at a Cut “X” in Concrete Found for the Northeast Corner, same being the Northwest Corner of Tract A of the Ravenwood Addition, as described in the Plat and Dedication No. 2012017656;

THENCE South 0°04'00” West - 188.92 feet along the West line of said Tract A to a Point for the Southeast Corner;

THENCE South 89°59'05” West - 363.24 feet along the North line of a 20.00 feet alley dedicated by the Ravenwood Addition, Lots 1 thru 63, as described in Volume 9051, Page 4, Deed Records of Lubbock County, Texas to a Point for the Southwest Corner;

THENCE North 0°02'18” West - 86.03 feet along the East line of Tract A of the King's Ridge Addition, as described in Volume 6368, Page 246, Deed Records of Lubbock County, Texas to a 1/2 Inch Iron Rod Found for a Corner, same being the Northeast Corner of said Tract A;

THENCE North 69°03'19” East - 129.21 feet along the South Right-of-Way line of 98th Street, as described in the Judgement/Agreed Judgement Deed recorded in Volume 4786, Page 182, Deed Records of Lubbock County, Texas to a 1/2 Inch Iron Rod Found for a Corner;

THENCE continuing along the South Right-of-Way line of said 98th Street along a Curve to the Right with a Chord Bearing of North 76°50'09” East, a Chord Distance of 249.39 feet, and a Radius of 899.93 feet to the POINT OF BEGINNING and containing 1.23 Acres more or less.

Planning Department
City of Lubbock

Staff Report	Zone Case 2968-D
City Council Meeting	September 26, 2023

Applicant SK Architecture Group, LLC

Property Owner James Morgan, Ltd.

Council District 4

Recommendations
- Staff recommends approval of this request.

Prior Board or Council Action
- October 28, 1971, Ordinance No. 6201: The subject property was annexed into the City Limits and zoned Single-Family District (R-1).
- May 8, 2003, Zone Case 2968, Ordinance No. 2003-O0036: The subject property was rezoned from R-1 to Garden Office (GO).
- August 23, 2018, Zone Case 2968-B, Ordinance No.2018-O0099: The subject property was rezoned from GO to Apartment-Medical District (AM).
- September 7, 2023, Zone Case 2968-D: The Planning and Zoning Commission recommended approval of a zone change from AM to GO by a vote of 8-0-0.

Notification Summary
- Notifications Sent: 27
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History
The subject property consists of 1.23 acres of vacant, unsubdivided land out of Block E-2, Section 17.

Adjacent Property Development
The property is adjacent to businesses zoned Apartment-Medical District (AM) to the east, Single-Family homes zoned Garden Office (GO) and Reduced Setback Single-Family District (R-1A) to the south, and a church zoned High-Density Apartment District (A-2) to the west.

Zoning Request and Analysis
Item Summary
The subject property is addressed as 4007, 4009, 4011, 4013, 4015, and 4017 98th Street, located south of 98th Street and east of Orlando Avenue. The applicant requests a zone change from Apartment-Medical District (AM) to Garden Office District (GO).

Current zoning: **Apartment-Medical District (AM)**

Requested zoning: **Garden Office District (GO)**

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."

The intent of the proposed GO zoning is "to provide for quality garden office development through proper planning and design. The regulations are intended to produce an attractive environment which will ensure the compatibility between offices and adjacent uses and promote a stable environment between residential and commercial uses."

Traffic Network/Infrastructure Impacts

The property is located south of 98th Street, which is designated as a Principal Arterial street, and east of Orlando Avenue, which is designated as a Local street by the Master Thoroughfare Plan, 2018. Local Streets provide access to smaller, destination-oriented areas such as neighborhoods, subdivisions, or local business districts. Principal Arterials provide connectivity across the transportation network, serving high volume needs of local and regional traffic.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. The proposed zone change is for a vacant lot, which is conducive to garden offices.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for office uses. The proposed zone change is compatible with this designation.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property is suitable for the proposed district because it would not change the characteristics of the existing neighborhood.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and Supporting Documentation
I. Response Letter

Staff Contacts

Victoria Lewelling
Planner
Planning Department
806-775-2021
vlewelling@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 2968-D

Allowable Uses: Garden Office District (GO)

Transportation: The proposed development has a point of access from 98th street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
98th Street, *Principal Arterial, Complete*	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 115 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

District 4

5.5 **Zone Case 2968-D:** SK Architecture Group, LLC for James Morgan, Ltd., request for a zone change from Apartment-Medical District (AM) to Garden Office District (GO), at:

- 4007, 4009, 4011, 4013, 4015 and 4017 98th Street, located south of 98th Street and east of Orlando Avenue, on 1.23 acres of unplatted land out of Block E-2, Section 17.

PLANNER VICTORIA LEWELLING stated that there were twenty-seven (27) notifications sent out with one (1) returned in favor. Staff shared the location of the property, including pictures and maps and discussed the surrounding properties. Staff recommends approval of the request.

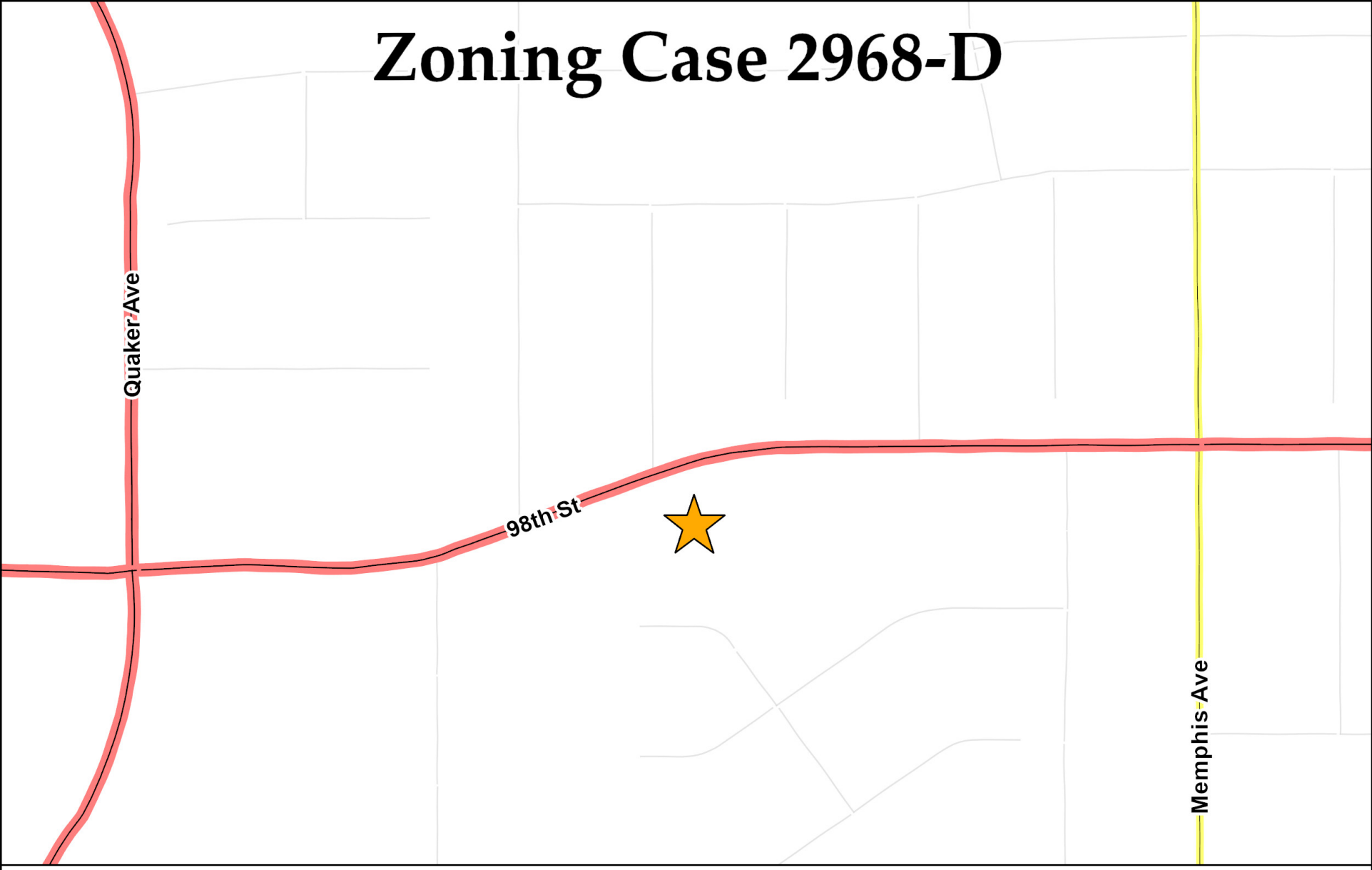
APPLICANT ALEX BURNS, 6302 70th Street, with SK Architecture Group, stated the proposed use is four garden offices, which consists of typical professional offices with normal business hours.

JAMES BELL noted the property was rezoned from GO to AM in 2018. The request just puts the zoning designation back to what it was previously.

No one spoke in favor or in opposition to this request.

In the matter of **Zone Case 2968-D,** a motion was made by **JAMES BELL** and seconded by **SUSAN TOMLINSON** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Zoning Case 2968-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

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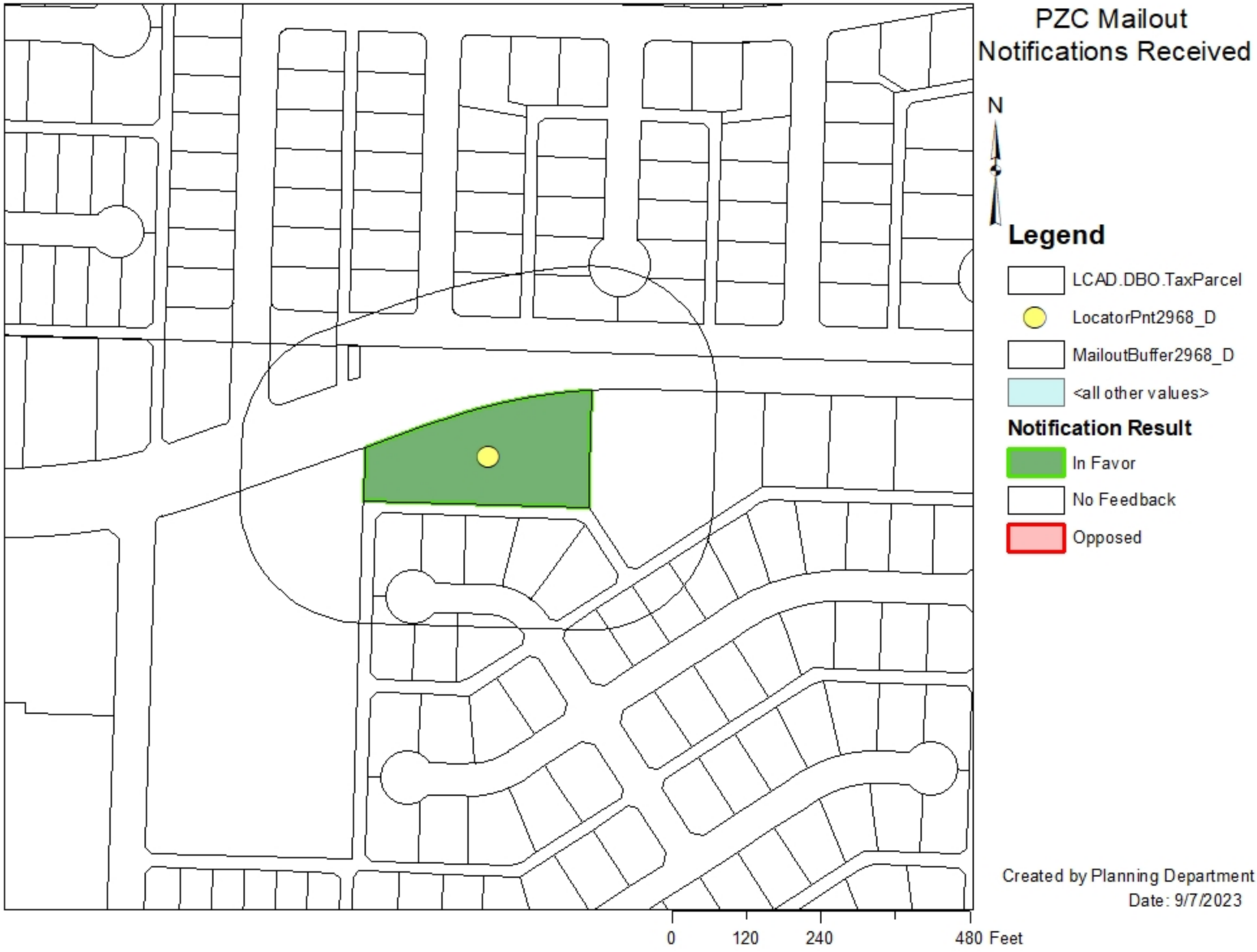
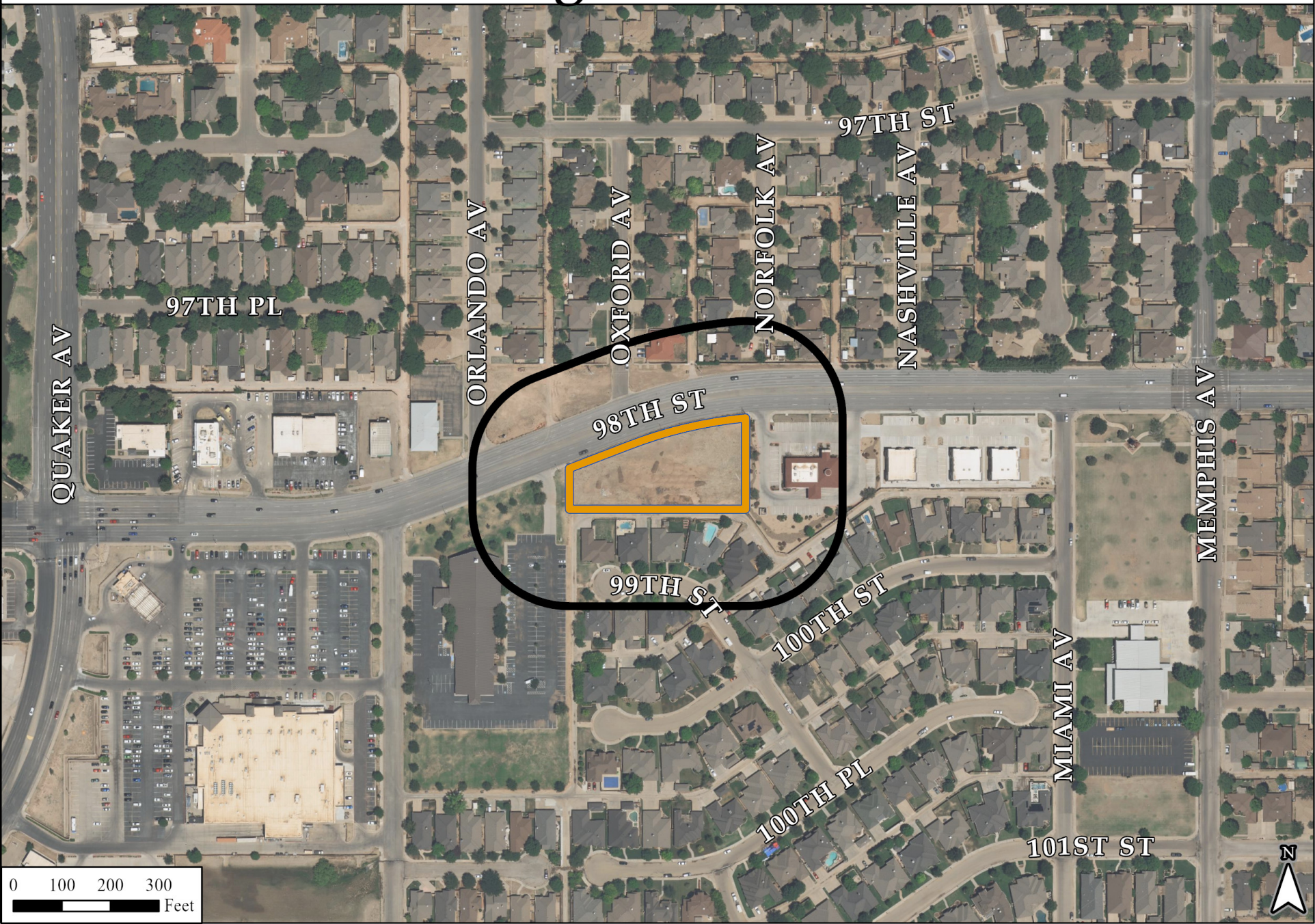
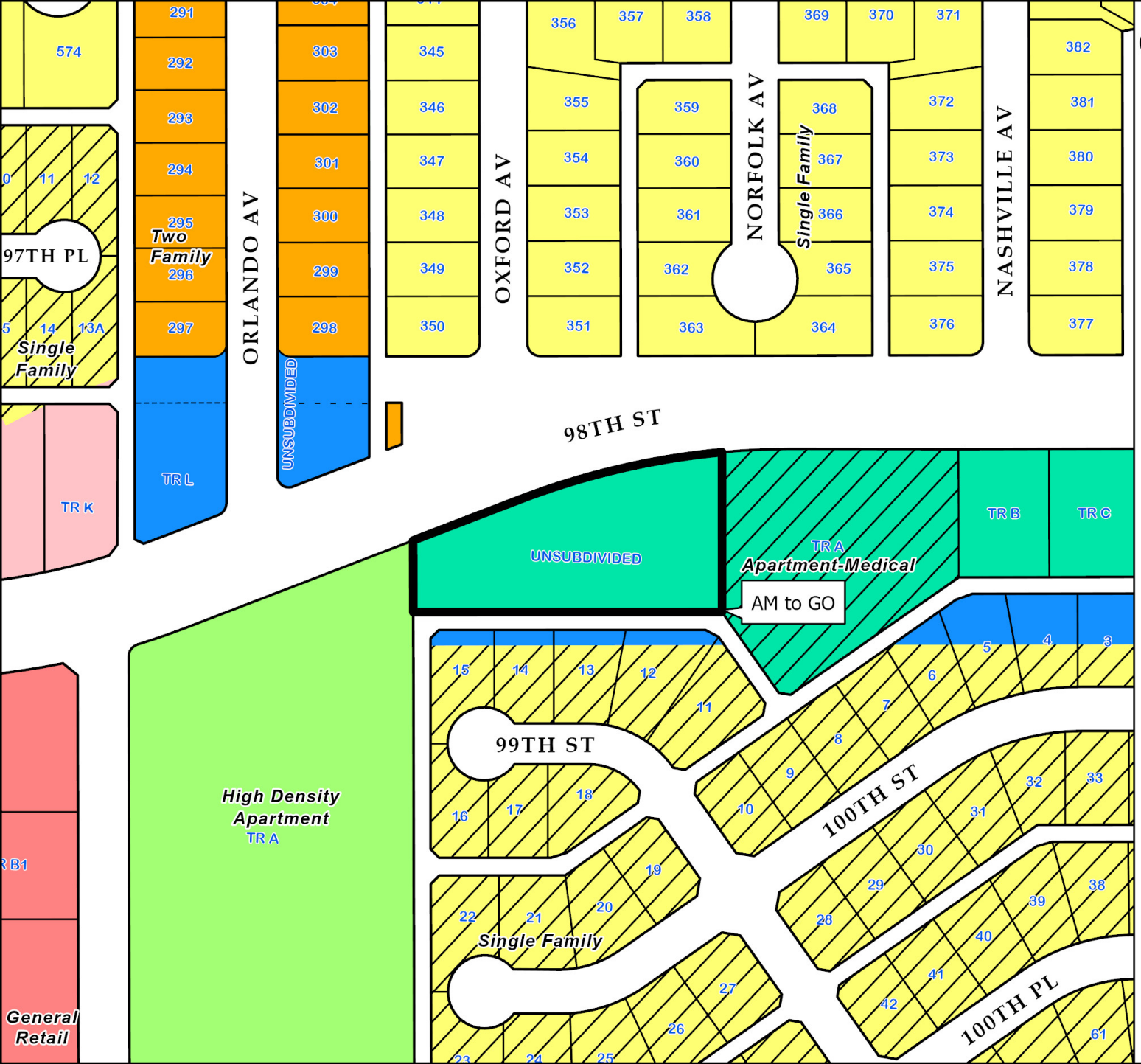
Date Exported: August 2023


PZC Mailout
Notifications Received
N
Legend
LCAD.DBO.TaxParcel
LocatorPnt2968_D
MailoutBuffer2968_D
<all other values>
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 9/7/2023
0
120
240
480 Feet

Zoning Case 2968-D





Current Zoning

2968-D

Zoning Districts

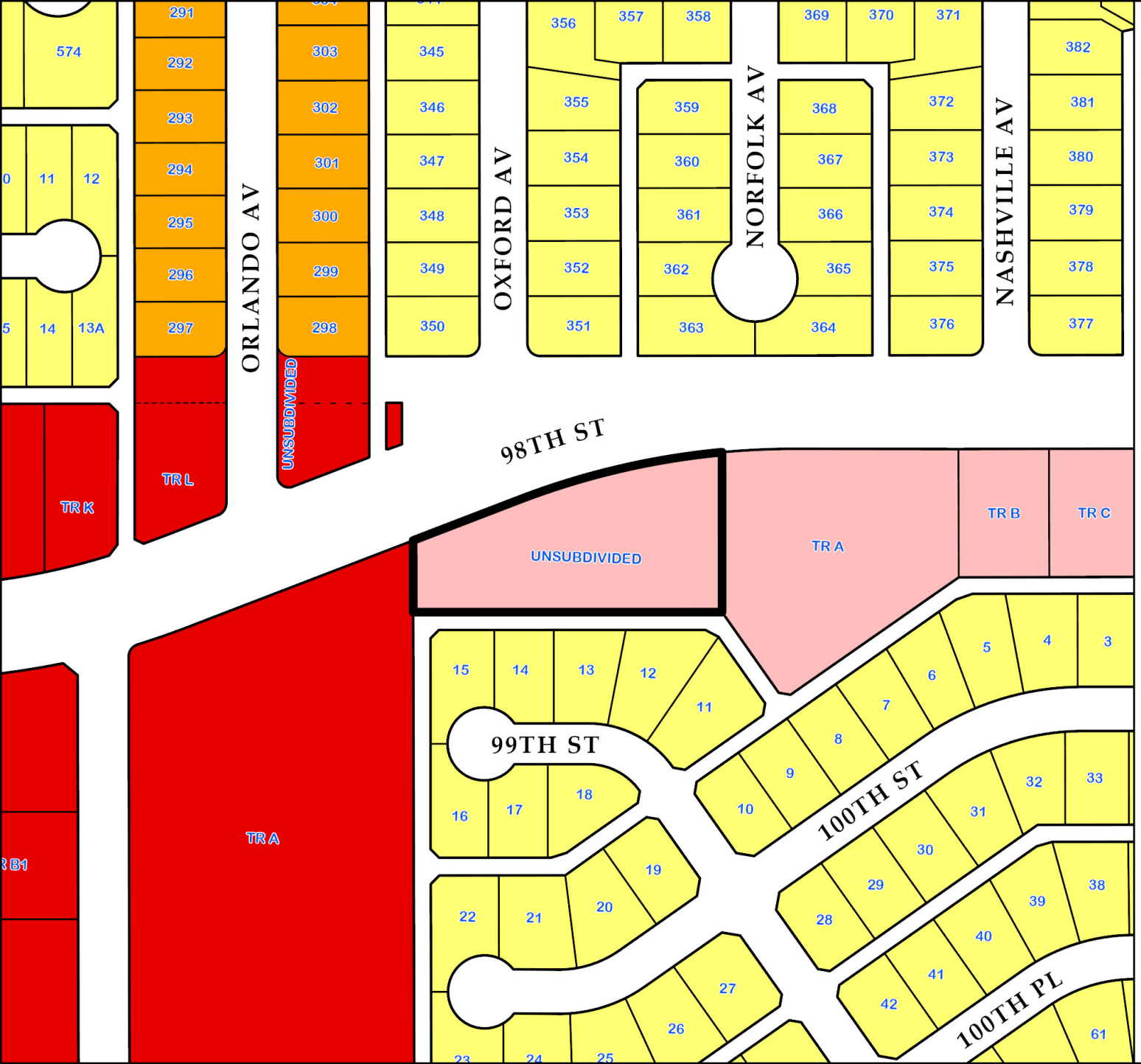
- High Density Apartment
- Apartment-Medical
- Apartment-Medical Specific Use
- Local Retail
- General Retail
- Garden Office
- Single Family
- Single Family Specific Use
- Two Family

N

0 50 100 150 Feet

City of Lubbock TEXAS

Date Exported: August 2023



Future Land Use Plan
Case 2968-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 50 100 150 200 Feet

City of Lubbock TEXAS

Date Exported: August 2023

Subject Property. South View.

East View.

North View.

West View.

2968-D

City of Lubbock TEXAS

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 4017, 4015, 4013, 4011, 4009, 4007 98TH STREET

Lots/Tracts: BLK E2 SEC 17 AB 103 TR A1 AC:1.183

Survey & Abstract:

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: 1.183

Existing Land Use: VACANT Existing Zoning: AM

Requested Zoning: GO

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: SK Architecture Group, LLC

Name: SARA BRADSHAW

Address: 6302 70TH STREET City: LUBBOCK State: TX

ZIP Code: 79424 Telephone: 806-300-8151 Email: SARA@SKARCHGROUP.COM

Applicant's Signature:

Date: 08/03/23 Printed Name: SARA BRADSHAW

Owner Information

Firm Name: James Morgan, Ltd.

Owner: RUSSELL, CARL M, Jr.

Address: 10507 QUAKER AVE STE 201 City: LUBBOCK State: TX

ZIP Code: 79424 Telephone: 806-789-0884 Email: cmrussell4@gmail.com

Property Owner's Signature:

Date: 08/03/23 Printed Name: CARL RUSSELL

Preparer Information

Preparer's Signature:

Date: 08/03/23 Printed Name: GABRIEL SANCHEZ

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

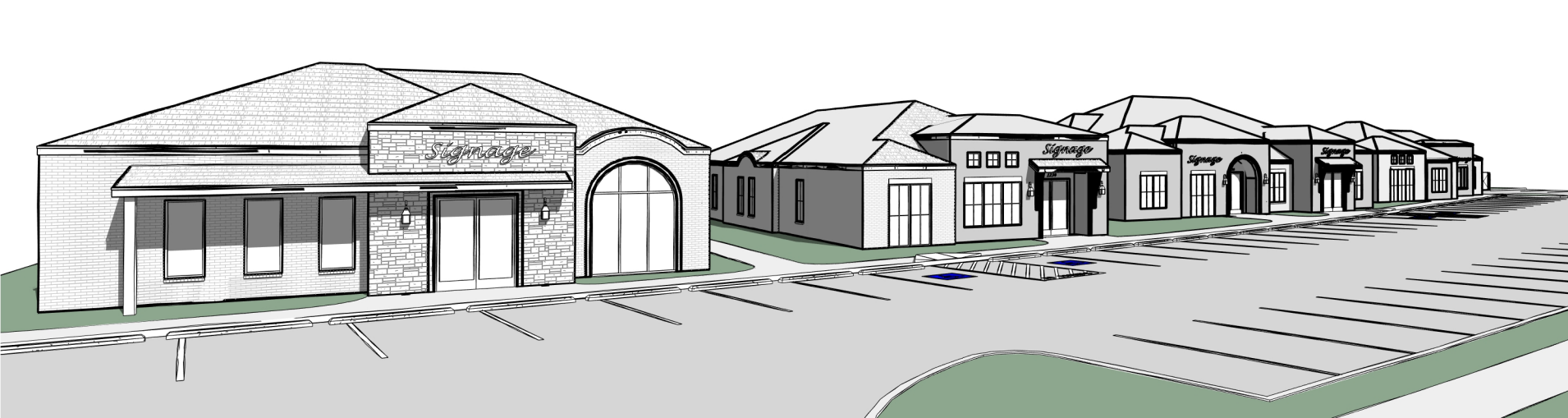
Request for zoning change from: To:

Lots: Blocks:

Addition:

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

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.


Signage
Signage
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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.:** ***2968-D***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Carl Russell

Signature: Carl Russell

Address: 10507 Quaker Ave

Address of Property Owned: Subject

Phone Number: 806-789-0884

Email: Cmruscell4@gmail.com

Zone Case Number: **2968-D** R95970 Recipient 2 of 27
RUSSELL, CARL M, Jr.
10507 QUAKER AVE STE 201
LUBBOCK TX 79424

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2023-O00126, for Zone Case 3058-E, a request of Seventeen Services, LLC for Shag Holdings LLC, for a zone change from Single-Family District (R-1) Specific Use for Residential Estates to General Retail District (C-3), at 7214 50th Street, located north of 50th Street and east of Upland Avenue, on 5.151 acres of unplatted land out of Block AK, Section 38.

Item Summary

On September 26, 2023, the City Council approved the first reading of the ordinance by a unanimous vote.

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 this request. The Planning and Zoning Commission heard this case on September 7, 2023, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Planning and Zoning Commission
Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

8.11 ZC3058-E_Ordinance
8.11 ZC3058-E_Report
8.11 ZC3058-E_Documentation

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. 3058-E; A ZONING CHANGE FROM R-1 SPECIFIC USE FOR RESIDENTIAL ESTATES TO C-3 ZONING DISTRICT AT 7214 50TH STREET, LOCATED NORTH OF 50TH STREET AND EAST OF UPLAND AVENUE, ON 5.151 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 38, 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. 3058-E

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use for Residential Estates** to **C-3** zoning district at **7214 50th Street, located north of 50th Street and east of Upland Avenue, on 5.151 acres of unplatted land out of Block AK, Section 38,** 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3058-E
September 7, 2023

Delta Land Surveying and Engineering, LLC
1310 Jarvis Street
Lubbock, TX 79403
806-701-5707
www.deltalbk.com

Exhibit "A"

Metes and Bounds description of a 5.151 acre tract of land, being the same 5.151 acre tract of land described in County Clerk File Number (CCFN) 2022040883, Official Public Records of Lubbock County, Texas (OPRLCT), being out of Section 38, Block AK, Lubbock County, Texas, and being more particularly described as follows:

Beginning at a point in the North Right of Way line of 50th Street for the Southwest corner of Lot 1, LS Farms, an Addition to the City of Lubbock, Lubbock County, Texas, recorded in CCFN 2020025722, OPRLCT, and for the Southeast corner of this tract, whence the Southwest corner of said Section 38 is called to bear S00°01'00"E, approximately 55 feet and N89°52'46"W, approximately 450 feet;

Thence N89°52'46"W, leaving said Lot 1, with the North Right of Way line of said 50th Street, approximately 395 feet to a point for a corner of that tract described in CCFN 2018014325, OPRLCT, and for the Southwest corner of this tract;

Thence N00°01'00"W, leaving said 50th Street, with a common line of said tract described in said CCFN 2018014325, approximately 568 feet to a point in the South line of that tract described in Volume 6311, Page 102, Real Property Records of Lubbock County, Texas (RPRLCT), for the Northwest corner of this tract;

Thence S89°52'46"E, leaving said tract described in CCFN 2018014325, with the South line of said tract described in Volume 6311, Page 102, approximately 395 feet to a point for the Northwest corner of said Lot 1, and for the Northeast corner of this tract;

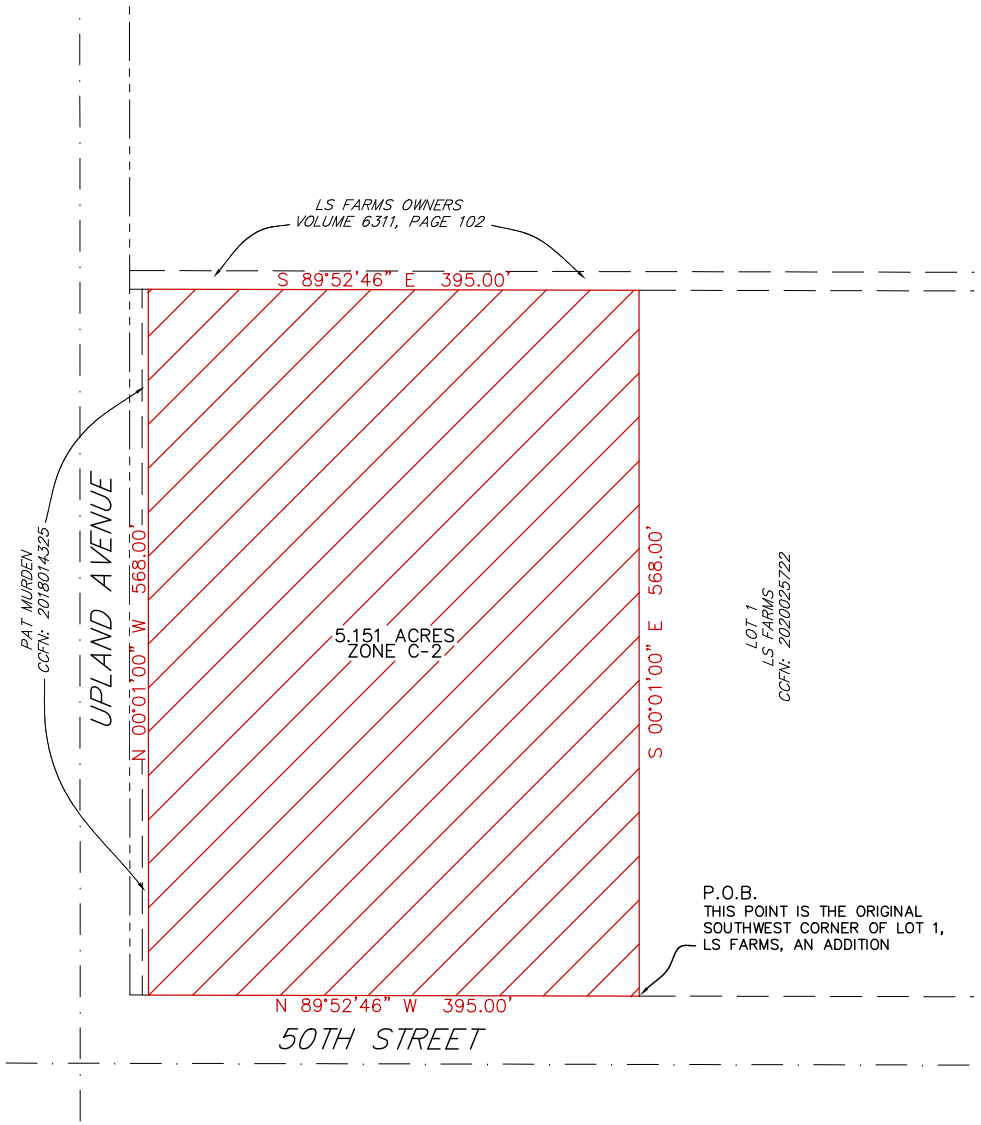
Thence S00°01'00"E, leaving said tract described in Volume 6311, Page 102, with the West line of said Lot 1, approximately 568 feet to the Point of Beginning.

Field Notes prepared for zone case purposes only. This does not represent an accurate survey made on the ground.

August 3, 2023

ZONE CASE SKETCH

ON A 5.151 ACRE TRACT OUT OF SECTION 38, BLOCK AK, LUBBOCK COUNTY, TEXAS



SCALE: 1" = 100'

SURVEYED FOR:
TYLER GENTRY

0 100 200

FOR ZONE CASE PURPOSES ONLY.
THIS DOES NOT REPRESENT A TRUE AND
ACCURATE SURVEY ON THE GROUND

DELTA LAND SURVEYING, LLC
FIRM # 10194496
DELTA ENGINEERING, LLC
FIRM # F-22948
1310 JARVIS STREET
LUBBOCK, TX 79403
806-701-5707
WWW.DELTALBK.COM

DRAFTED BY: RJK REV. BY: JN

Planning Department
City of Lubbock

Staff Report	Zone Case 3058-E
City Council Meeting	September 26, 2023

Applicant Seventeen Services, LLC

Property Owner Shag Holdings, LLC

Council District 5

Recommendations
- Staff recommends approval of this request.

Prior Board or Council Action
- January 1, 1999, Ordinance No. 010117: The subject property was annexed into the City Limits and zoned Transition District (T).
- October 13, 2006, Ordinance No. 2006-O0057, Zone Case No. 3058: The subject property was rezoned from Transition District (T) to Single-Family District (R-1) Specific Use for residential estates.
- September 7, 2023 Zone Case 3058-E: The Planning and Zoning Commission recommended approval of a zone change from Single-Family District (R-1) Specific Use for Residential Estates to General Retail District (C-3) by a vote of 8-0-0.

Notification Summary
- Notifications Sent: 10
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History
The subject property consists of 5.151 acres of unplatted land out of Block AK, Section 38. The property is currently vacant.

Adjacent Property Development
To the north, east, and south of this property are vacant properties, zoned Single-Family District (R-1) Specific Use for residential estates. To the west is vacant land zoned, Transition District (T).

Item Summary
The subject property is currently addressed as 7214 50th Street, located north of 50th Street and east of Upland Avenue, on 5.151 acres of unplatted land out of Block AK, Section 38. The applicant is requesting a zone change from Single-Family District (R-1) Specific Use to General Retail District (C-3).

Current zoning: **Single-Family District (R-1) Specific Use for Residential Estates**

Requested zoning: **General Retail District (C-3)**

Intent Statements
The intent of the current Single-Family District (R-1) zoning is "…to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a "quality environment" for the residents of the district and city."

The intent of the Specific Use is "… to provide for design and land use flexibility in the various districts. This

district provides for variations in the land use standards with 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 purpose and objectives of the zoning ordinance as stated in Section 1 {29-2} [40.01.002]."

The intent of the General Retail District (C-3) 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 location is along 50th Street, and Upland Avenue which are designated as Principal Arterials by the Master Thoroughfare Plan, 2018. Arterial streets are continuous routes whose function is to serve high volume needs of local traffic and regional traffic.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. The subject property is located on the corner of two principal arterial streets and would provide a buffer from those streets to future residential development in the area.

Conformance with the Comprehensive Plan Principles and Future Land Use Map
The future land use map designates this area for Commercial and Low Density Residential uses. The proposed zone change to C-3 would not be in conformance with a portion of the Future Land Use Plan, but would be in conformance with the suggested Commercial designation indicated at the intersection of two arterial streets within the Future Land Use Plan and the Comprehensive Plan Principles.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located on the corner of two principal arterial streets.

Suitability of Property for Allowed Uses
Additional infrastructure improvements will be necessary, as the property has not been platted.

Attachments

A. Case Information
B. Thoroughfare Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Notification Replies

Staff Contacts

Gregory Hernandez
Planner
Planning Department
806-775-3147
ghernandez@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3058-E

Allowable Uses: General Retail District (C-3)

Transportation: The proposed development has points of access from 50th Street and Upland Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
50th Street, *Principal Arterial, Incomplete*	R.O.W. 110 feet, three-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
Upland Avenue, *Principal Arterial, incomplete*	R.O.W. 80 feet, two-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 5

5.8 **Zone Case 3058-E:** Seventeen Services, LLC for Shag Holdings LLC, request for a zone change from Single-Family District (R-1) Specific Use for Residential Estates to General Retail District (C-3), at:

- 7214 50th Street, located north of 50th Street and east of Upland Avenue, on 5.151 acres of unplatted land out of Block AK, Section 38.

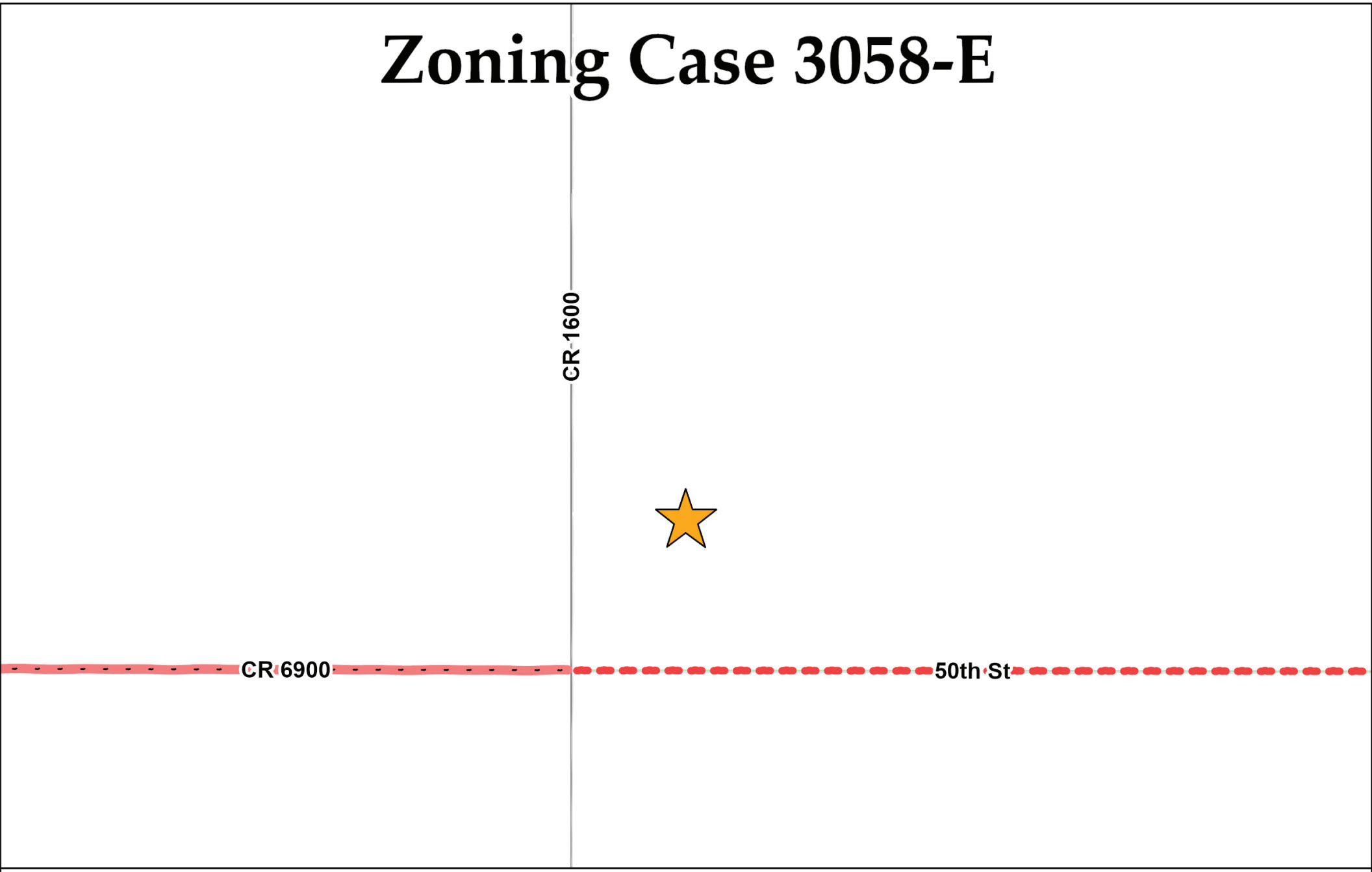
PLANNER GREG HERNANDEZ stated there were ten (10) notifications sent out with one (1) returned in favor. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT TYLER GENTRY, 1500 Broadway, Suite 203, with Seventeen Services, advised the intended use has not been decided, but a house is not a good fit for the location.

No one spoke in favor or in opposition of the request.

In the matter of **Zone Case 3058-E,** a motion was made by **JORDAN WHEATLEY** and seconded by **AVIRAJ PATEL** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Zoning Case 3058-E



Collector
- Completed
- Partial
- Future

Minor Arterial
- Completed
- Partial
- Future

Modified Arterial
- Partial
- Future

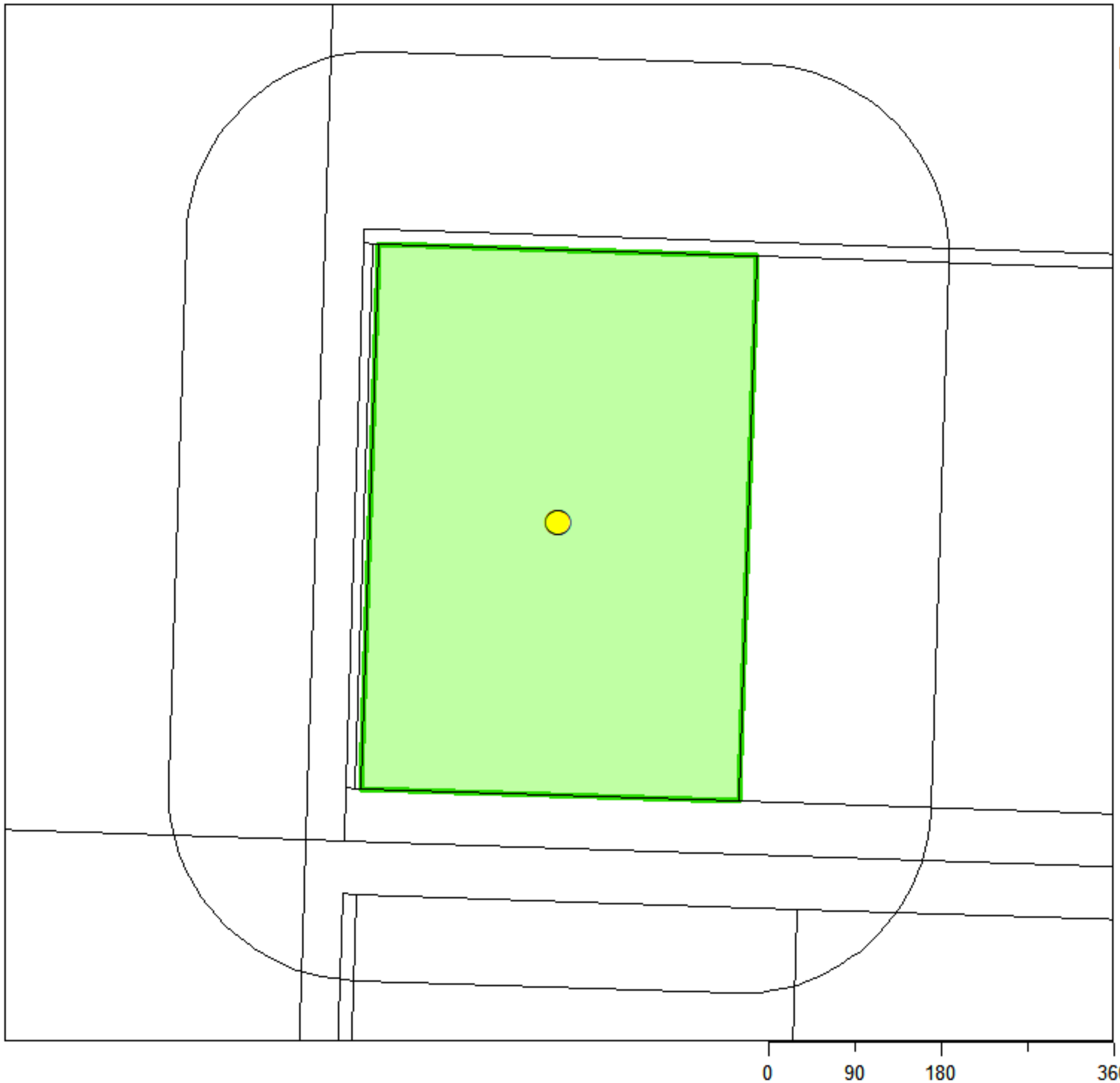
Principal Arterial
- Completed
- Partial
- Future

Freeway
- Completed
- Partial
- Proposed Outer Loop

N
W E
S

Date Exported: August 2023

PZC Mailout Notifications Received



N

Legend

- LCAD.DBO.TaxParcel
- LocatorPnt3058_E
- MailoutBuffer3058_E
- <all other values>

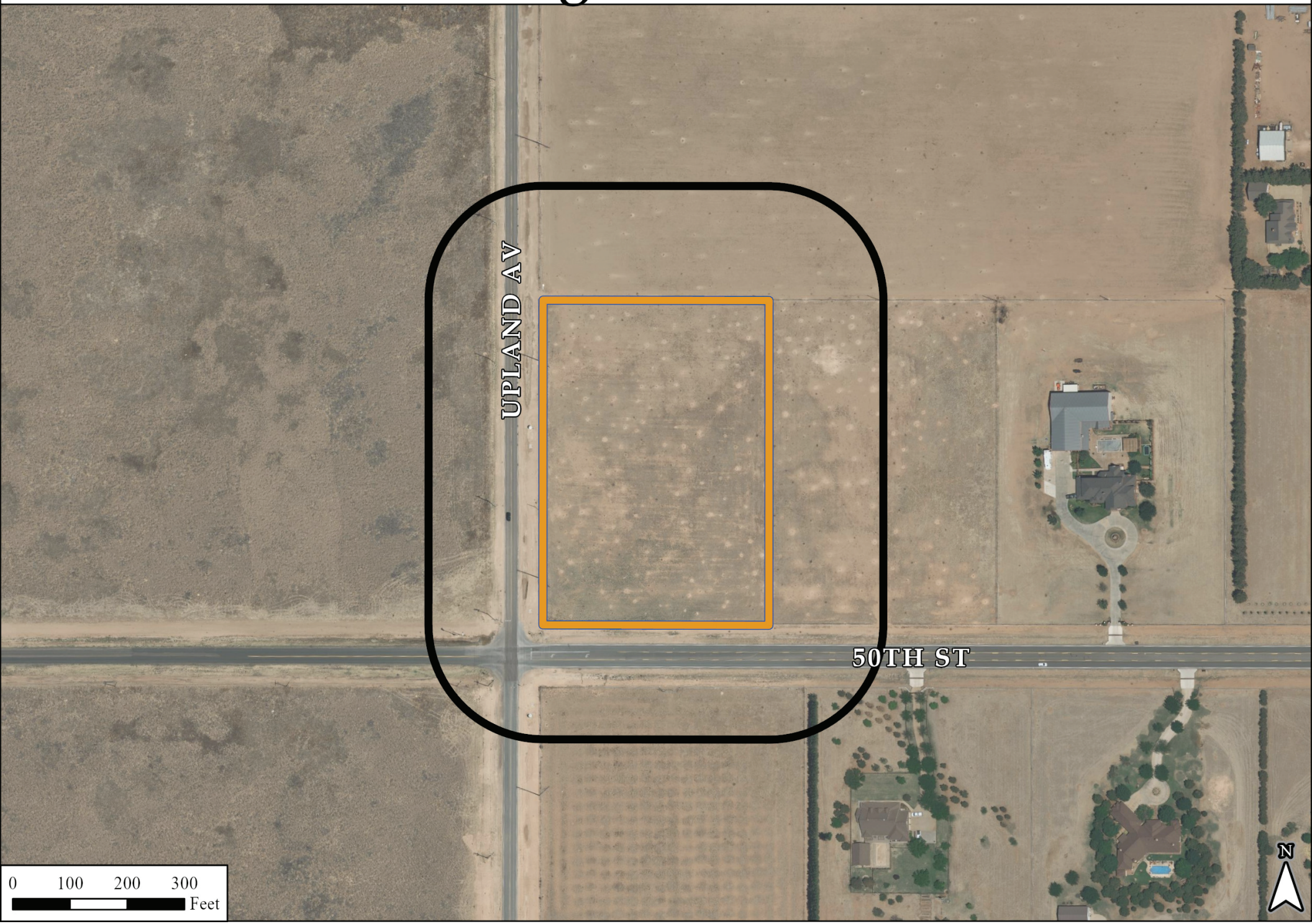
Notification Result

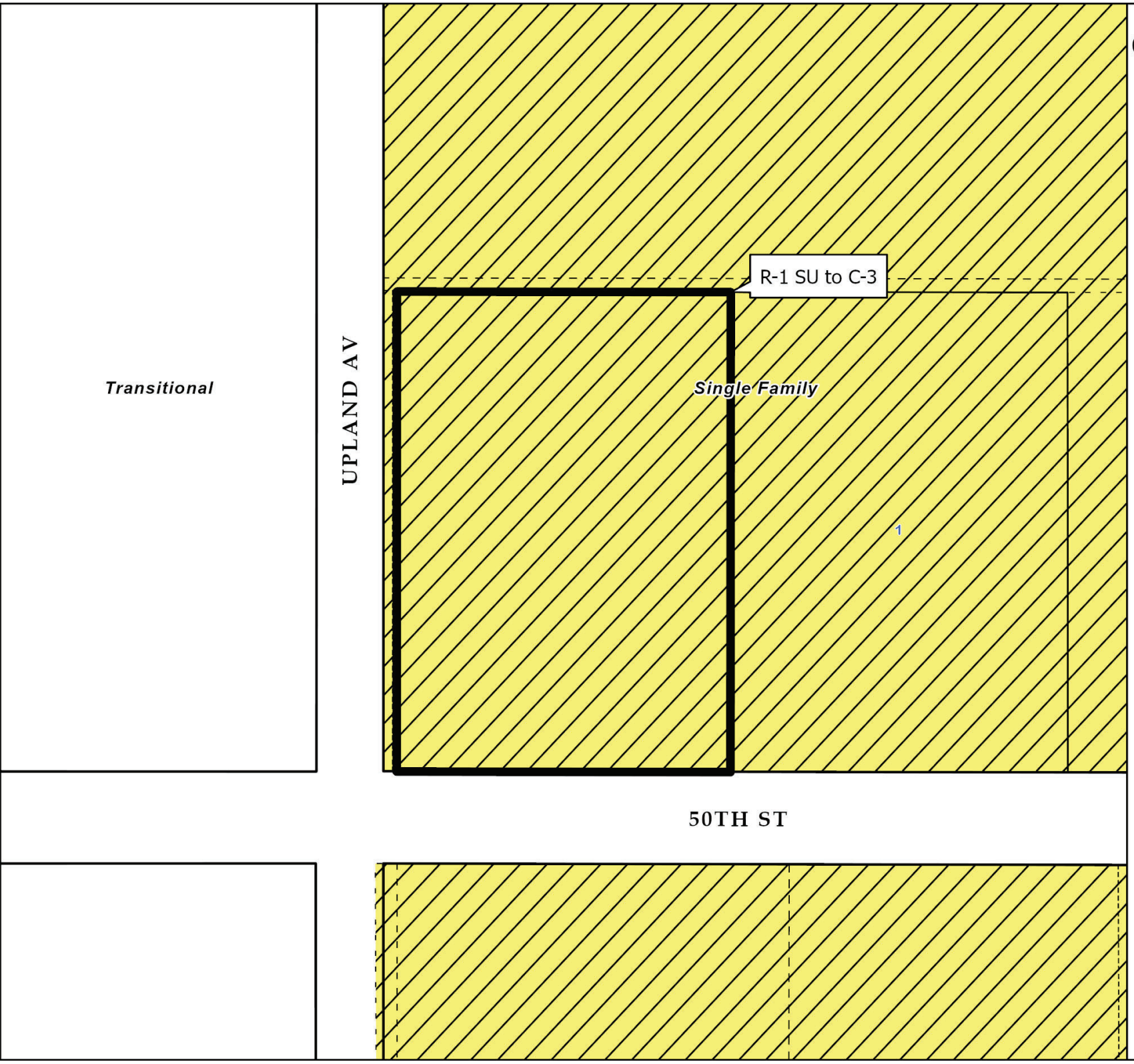
- In Favor
- No Feedback
- Opposed

0 90 180 360 Feet

Created by Planning Department
Date: 9/6/2023

Zoning Case 3058-E





Current Zoning

3058-E

Zoning Districts

Single Family Specific Use

Transitional

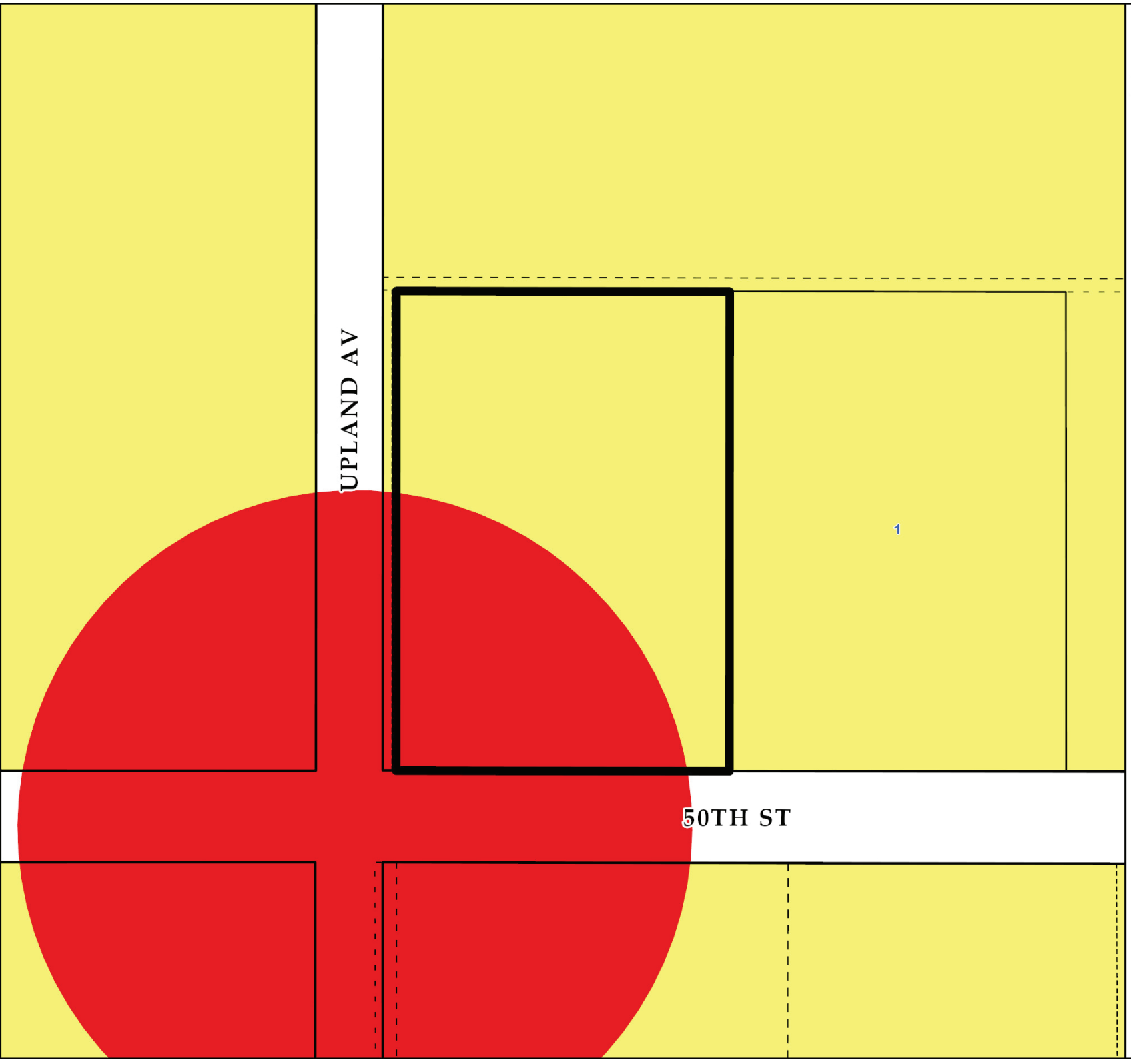
N

0 50 100 150

Feet

City of Lubbock TEXAS

Date Exported: August 2023



Future Land Use Plan
Case 3058-E

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 50 100 150 200 Feet

City of Lubbock TEXAS

Date Exported: August 2023

3058-E

View of subject property to the east.

View to the south.

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: R301313

Lots/Tracts: ALK AK SEC 38 AB 689 TR 9G LOWERY SUB

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: 5.15

Existing Land Use: Agriculture Existing Zoning: R-1

Requested Zoning: C-3

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Seventeen Services, LLC

Name: Tyler Gentry

Address: 1500 Broadway St. Suite 203 City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-787-8533 Email: tyler@17services.com

Applicant's Signature: _____

Date: 06/27/2023 Printed Name: Tyler Gentry

Owner Information

Firm Name: Shag Holdings LLC

Owner: Keith McNeese

Address: 4103 103rd City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-548-3392 Email: keith@lubbockfileroom.com

Property Owner's Signature: _____

Date: 06/27/2023 Printed Name: Keith McNeese

Preparer Information

Preparer's Signature: _____

Date: 06/27/2023 Printed Name: Tyler Gentry

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

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.:** ***3058-E***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name DONALD D TREW FOR SHAG HOLDINGS LLC & TREW DONALD D.

Signature: Donald D Trew

Address: 7005 50TH STREET LUBBOCK, TX 79407

Address of Property Owned: 7214 50TH STREET, LUBBOCK, TX

Phone Number: 806-438-7327

Email: dtrew@hurricaneprinting.net

Zone Case Number: **3058-E** R301313 Recipient 10 of 10

SHAG HOLDINGS LLC & TREW DONALD D
7005 50TH ST
LUBBOCK TX 79407

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2023-O00128, for Zone Case 3489, a request of Betenbough Homes, LLC, for a zone change from Transition District (T) to Two-Family District (R-2), generally located south of 146th Street and west of Frankford Avenue, on 207.15 acres of unplatted land out of Block AK, Section 10.

Item Summary

On September 26, 2023, the City Council approved the first reading of the ordinance by a unanimous vote.

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 this request. The Planning and Zoning Commission heard this case on September 7, 2023, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Planning and Zoning Commission
Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

8.13 ZC3489_Ordinance
8.13 ZC3489_Report
8.13 ZC3489_Documentation

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. 3489; A ZONING CHANGE FROM T TO R-2 ZONING DISTRICT GENERALLY LOCATED SOUTH OF 146TH STREET AND WEST OF FRANKFORD AVENUE, ON 207.15 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 10, 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. 3489

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **R-2** zoning district **generally located south of 146th Street and west of Frankford Avenue, on 207.15 acres of unplatted land out of Block AK, Section 10,** 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3489
September 7, 2023

Exhibit "A"

METES AND BOUNDS DESCRIPTION of a 207.15 acre tract located in Section 10, Block AK, Abstract 704, Lubbock County, Texas, being a portion of a 639.316 acre tract described under County Clerk File Number 2021006764, Official Public Records of Lubbock County, Texas, said 207.15 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the Northern boundary of a 639.316 acre tract, described under County Clerk File Number 2021006764, Official Public Records of Lubbock County, Texas, for the Northwest corner of this tract, which bears S. 88°17'53" E. a distance of 1998.28 feet from a 1" iron pipe found at the Northwest corner of Section 10, Block AK, Lubbock County, Texas;

THENCE S. 88°17'53" E., along the North line of said Section 10 and the Northern boundary of said 639.316 acre tract, a distance of 2976.39 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Northerly Northeast corner of this tract, whence a "MAG" spike found at the Northeast corner of said Section 10 and the Northeast corner of said 639.316 acre tract bears S. 88°17'53" E. a distance of 350.00 feet;

THENCE S. 01°52'42" W. a distance of 365.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set;

THENCE S. 88°17'53" E. a distance of 350.00 feet to a "MAG" nail with shiner set in the East line of said Section 10 and the Eastern boundary of said 639.316 acre tract, for the most Easterly Northeast corner of this tract;

THENCE S. 01°52'42" W., along the East line of said Section 10 and the Eastern boundary of said 639.316 acre tract, a distance of 2938.37 feet to a "MAG" nail with shiner set for the Southeast corner of this tract;

THENCE N. 88°06'18" W. a distance of 50.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set;

THENCE N. 43°06'48" W. a distance of 42.43 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set;

THENCE N. 88°06'18" W. a distance of 70.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set;

THENCE N. 86°00'19" W. a distance of 150.11 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set;

THENCE N. 88°06'18" W. a distance of 1051.35 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Southerly Southwest corner of this tract;

THENCE N. 01°53'42" E. a distance of 64.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set;

THENCE N. 46°47'54" E. a distance of 21.18 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set;

THENCE N. 01°42'07" E. a distance of 765.31 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set;

THENCE N. 43°12'06" W. a distance of 21.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set;

THENCE N. 88°06'18" W. a distance of 881.10 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set;

THENCE S. 46°47'54" W. a distance of 21.18 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set;

THENCE S. 01°42'07" W. a distance of 2.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set.

THENCE N. 88°06'18" W. a distance of 64.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set;

THENCE N. 43°12'06" W. a distance of 21.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set;

THENCE N. 88°06'18" W. a distance of 998.20 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Westerly Southwest corner of this tract;

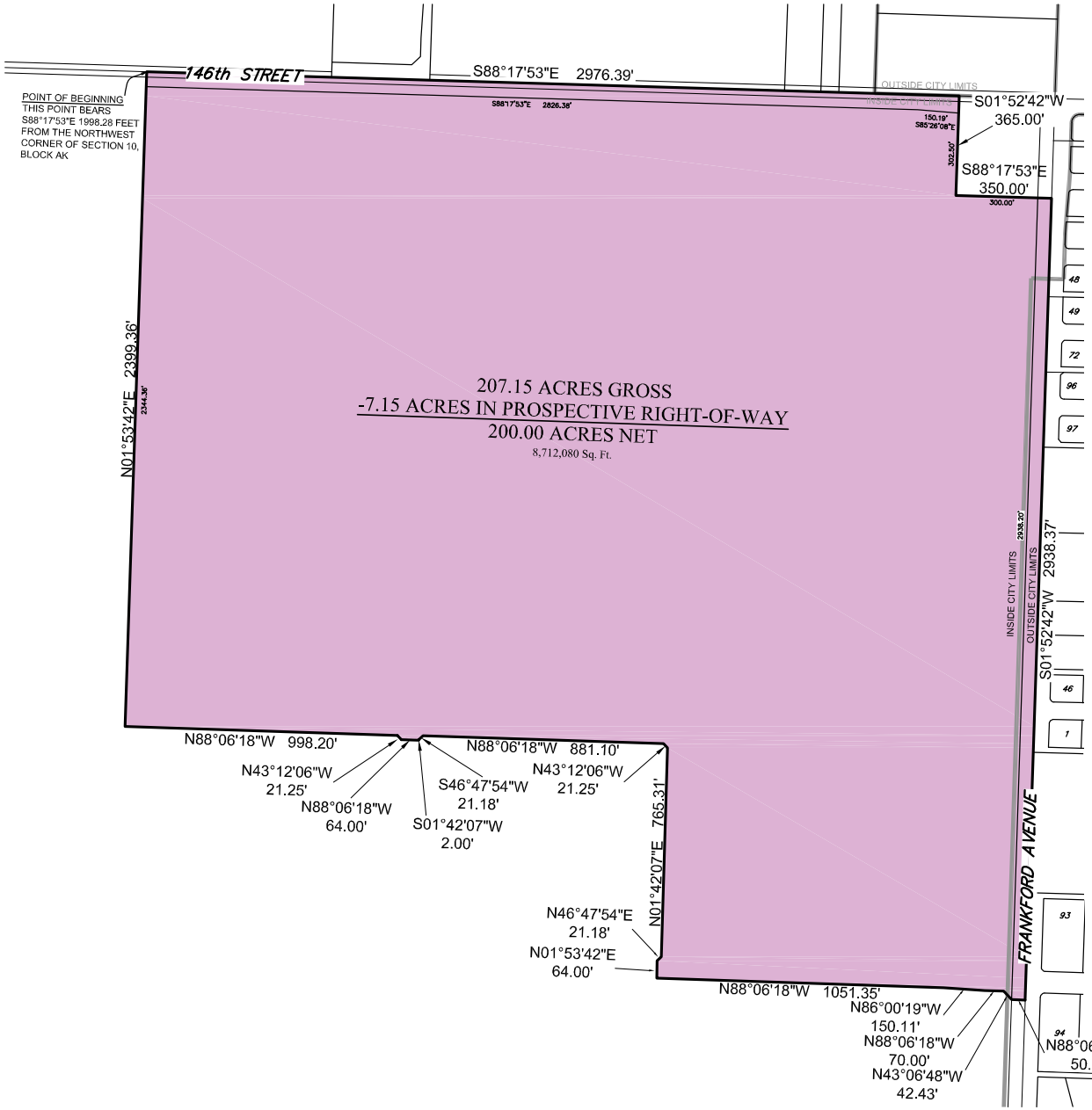
THENCE N. 01°53'42" E. a distance of 2399.36 feet to the Point of Beginning.

Contains: 207.15 acres

ZONE CHANGE APPLICATION EXHIBIT

(SHEET 2)

A 207.15 ACRE TRACT OF LAND LOCATED IN SECTION 10, BLOCK AK, LUBBOCK COUNTY, TEXAS



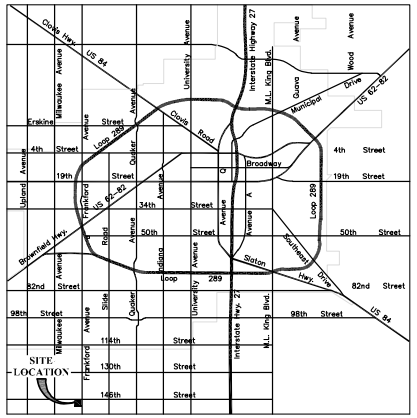
NOTES:
SCALE: 1" = 400'

- ZONING REQUEST TO R-2 FROM TRANSITIONAL

SCALE: 1" = 400'

100' 400'

0' 200' 800'



VICINITY MAP
NOT TO SCALE

SECTION AK, BLOCK 10, E.L. & R.R. RR. CO. SURVEY, ABST. NO 704

AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424

CIVIL ENGINEERING
LAND SURVEYING

Phone: 806-771-5976
Fax: 806-771-7625
TBPELS Reg. # 10178500

Accuracy - Efficiency - Integrity

ELS

JOB NUMBER: 230322

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Planning Department
City of Lubbock

Staff Report	Zone Case 3489
City Council Meeting	September 26, 2023

Applicant Betenbough Homes, LLC

Property Owner Betenbough Homes, LLC

Council District 5

Recommendations
- Staff recommends approval of this request.

Prior Board or Council Action
- April 28, 2016, Ordinance No. 2016-O0054: The northern portion of the subject property was annexed into the City Limits and zoned Transition District (T).
- August 24, 2021, Ordinance No. 2021-O0099: The southern portion of the subject property was annexed into the City Limits and zoned Transition District (T).
- September 7, 2023, Zone Case 3489: The Planning and Zoning Commission recommended approval of a zone change from Transition District (T) to Two-Family District (R-2) by a vote of 8-0-0.

Notification Summary
- Notifications Sent: 39
- Received In Favor: 0
- Received In Opposition: 3

Site Conditions and History
The subject property is currently unplatted.

Adjacent Property Development
The property is surrounded by Transition District (T) to the north, south and west with single-family residences to the east, outside of the City Limits.

Zoning Request and Analysis
Item Summary
The subject property is generally located south of 146th Street and west of Frankford Avenue. The applicant requests a zone change from Local Transition District (T) to Two-Family District (R-2).

Current zoning: **Transition District (T)**

Requested zoning: **Two-Family District (R-2)**

Intent Statements
The intent of the current T zoning is "to protect existing and future development in newly annexed territory until the proper zone classification can be determined and established by zone change."

The intent of the proposed R-2 zoning is "to promote stable, quality residential development of slightly increased densities and multiple occupancy."

Traffic Network/Infrastructure Impacts
The property is located south of 146th Street, which is designated as a Principal Arterial, and west of Frankford Avenue, which is designated as a Minor Arterial by the Master Thoroughfare Plan, 2018. Arterials are continuous routes whose function is to serve high volume needs of local traffic and regional traffic.

Compatibility with Surrounding Property
The proposed 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 Low Density Residential land uses with Commercial uses at the intersection of Frankford Avenue and 146th Street. Although the proposed zone change to R-2 is not consistent with this designation, Medium Density Residential Land use would be appropriate in this location and would conform to the principles of the 2040 Comprehensive Plan.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property is suitable for the proposed district because it would not change the characteristics of the existing development in the area.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and Supporting Documentation
I. Response Letters

Staff Contacts

Cassie Bermea
Planner
Planning Department
806-775-2096
ahenry@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3489

Allowable Uses: Two-Family District (R-2)

Transportation: The proposed development has points of access from 146th Street and Frankford Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
146th Street *Principal Arterial (Partially Completed)*	R.O.W. 54 feet, two-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved
Frankford Avenue *Minor Arterial (Partially Completed)*	R.O.W. 84 feet, two-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

District 5

5.10 **Zone Case 3489:** Betenbough Homes, LLC, request for a zone change from Transition District (T) to Two-Family District (R-2), at:

- Generally located south of 146th Street and west of Frankford Avenue, on 207.15 acres of unplatted land out of Block AK, Section 10.

PLANNER CASSIE BERMEA stated there were thirty-nine (39) notifications sent out with three (3) returned in opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT WES EVERETT, 6305 82nd Street**,** with Betenbough Homes, stated they intend to build 1,200 homes, a mix of their core product and cottages. They want to blend the new development into the existing community.

IN OPPOSITION FRANCIS McCORMICK, 5637 CR 7540, stated concerns about how this will affect the values of the homes in these established areas. There is already a great deal of traffic on Frankford, and duplexes bring in more. Windsor Park, Sundance, and Highland Oaks are all out in this area, and they don't have duplexes. Duplexes do not belong out here.

APPLICANT WES EVERETT noted the main entrance to the property would be in the middle of the community, entering and exiting onto Frankford with another one on 146th Street. If the developer builds duplexes, they

will be on 146th Street. Everything else will be a single-family, cottage home ranging from 1,000 to 1,200 square feet.

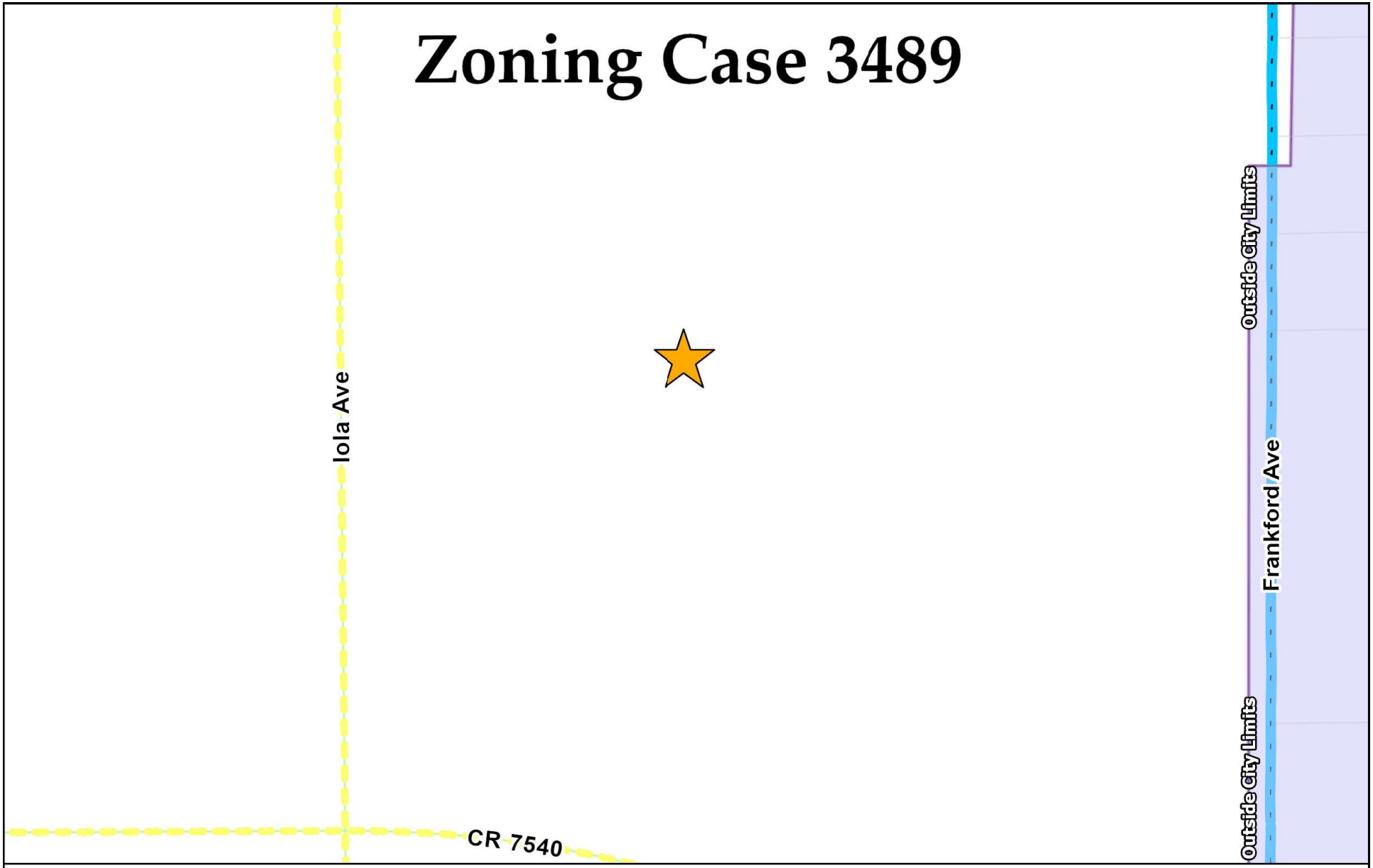
JORDAN WHEATLEY asked if the reason for requesting R-2 is to have the option to build duplexes and garden homes along with the single-family homes, and **MR. EVERETT** answered in the affirmative.

IN OPPOSITION J.W. MICHELS, 5752 150th Street, stated he lives in the manufactured community directly across from the subject property. It is a very peaceful community with very minimal crime. If duplexes were to be built across the street, there would be an increase in the criminal activity. In listening to the applicant, his idea actually sounds like a good idea.

No one spoke in favor of the request.

In the matter of **Zone Case 3489,** a motion was made by **BRANDON HARDAWAY** and seconded by **JAMES BELL** to approve the request. The Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

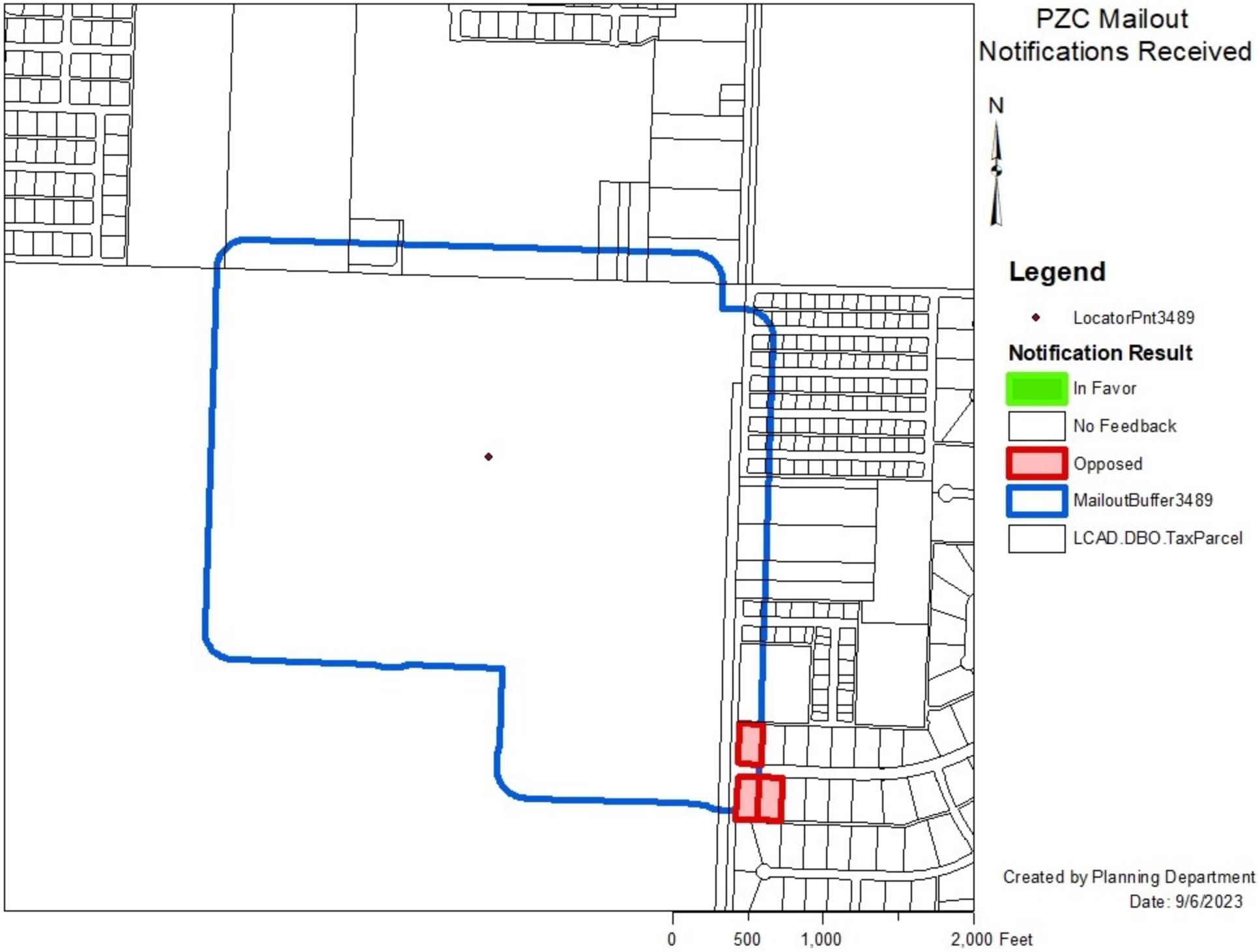
Zoning Case 3489



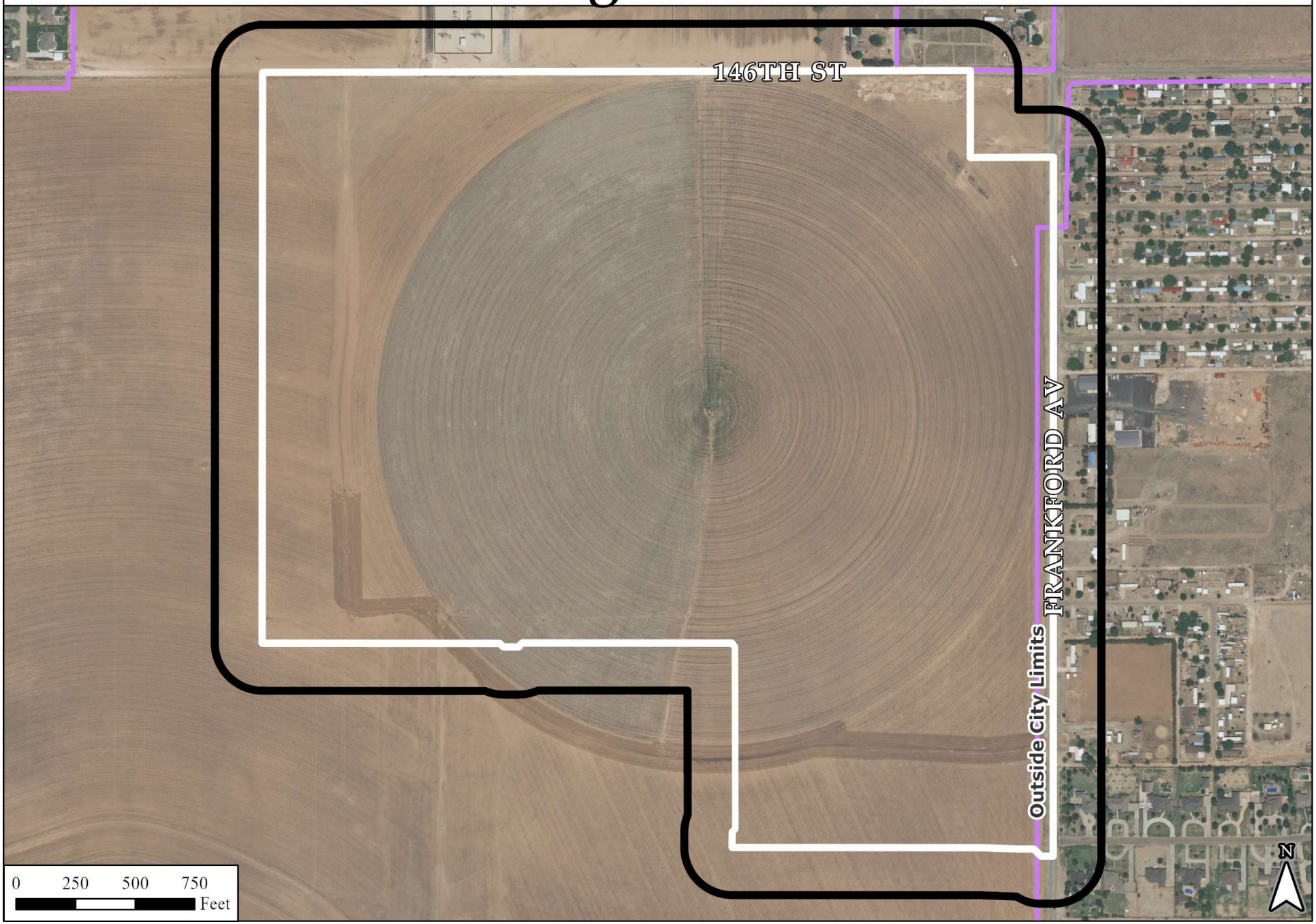
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

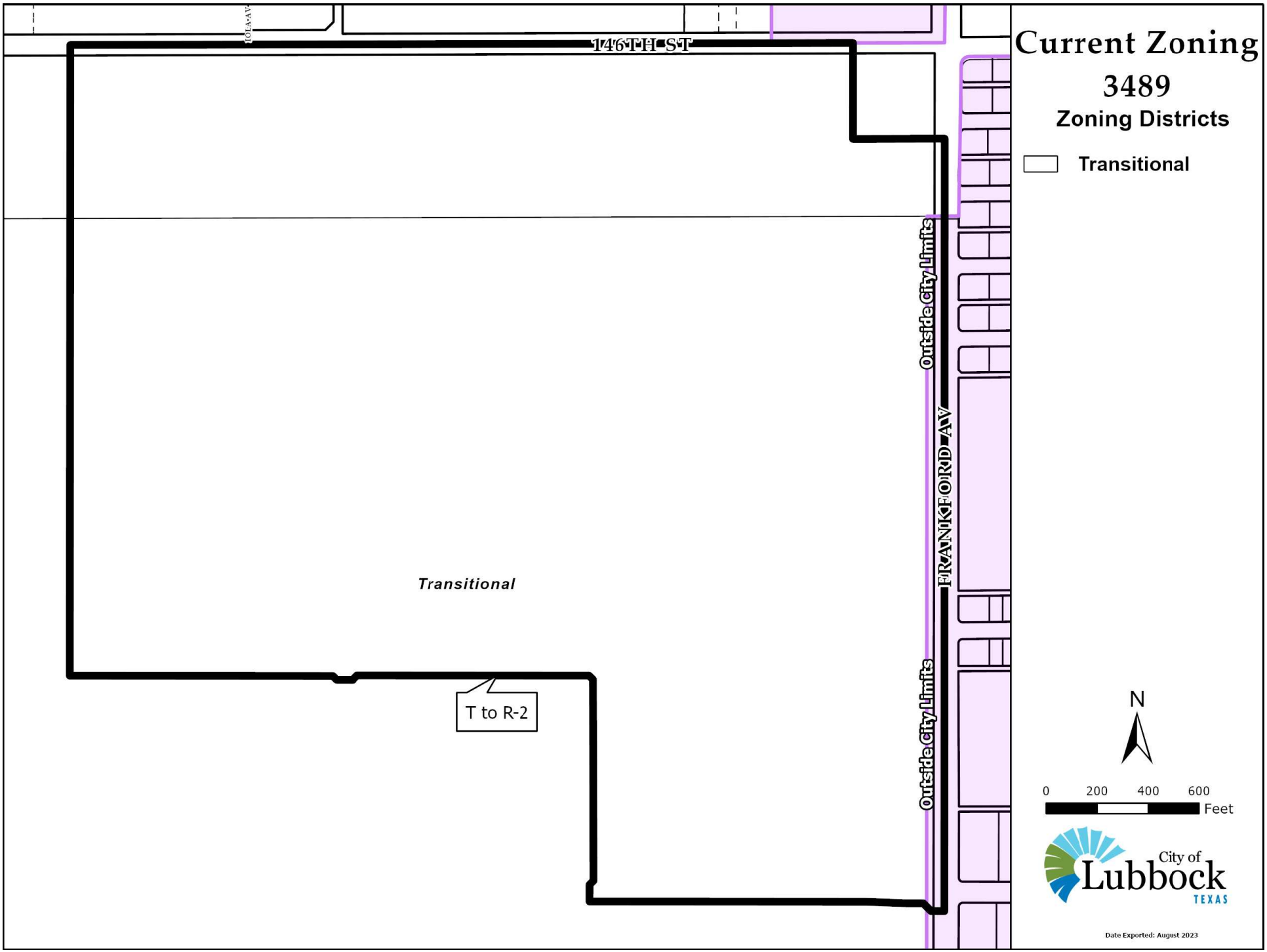
N
W E
S

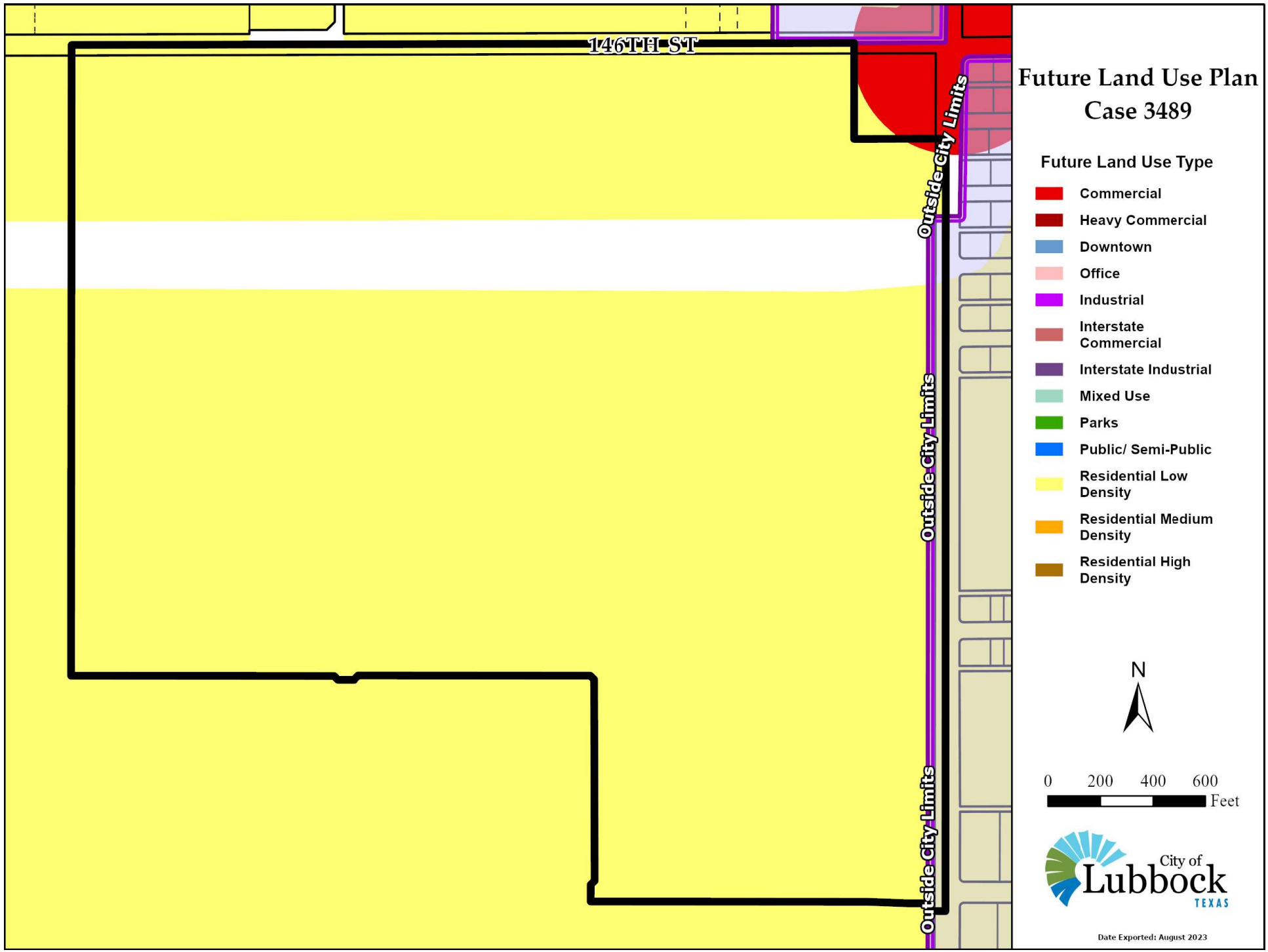
Date Exported: August 2023


PZC Mailout
Notifications Received
N
Legend
LocatorPnt3489
Notification Result
In Favor
No Feedback
Opposed
MailoutBuffer3489
LCAD.DBO.TaxParcel
Created by Planning Department
Date: 9/6/2023
0
500
1,000
2,000 Feet

Zoning Case 3489




146TH ST
FRANKFORD AV
Outside city Limits
Outside city Limits
Transitional
T to R-2
Current Zoning
3489
Zoning Districts
Transitional
N
0 200 400 600
Feet
City of Lubbock TEXAS
Date Exported: August 2023

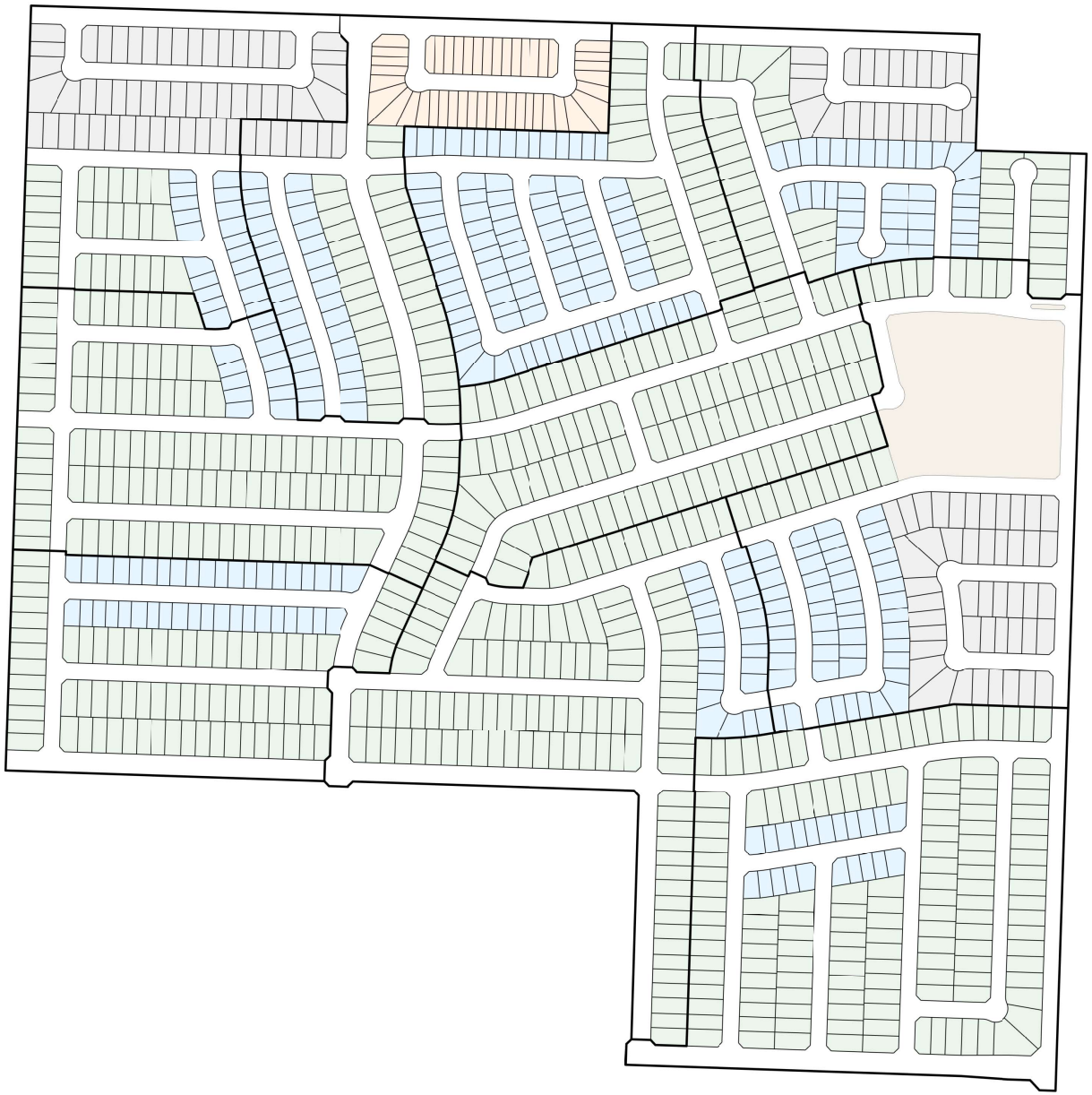

146TH ST
Outside City Limits
Outside City Limits
Outside City Limits
Future Land Use Plan
Case 3489
Future Land Use Type
Commercial
Heavy Commercial
Downtown
Office
Industrial
Interstate Commercial
Interstate Industrial
Mixed Use
Parks
Public/ Semi-Public
Residential Low Density
Residential Medium Density
Residential High Density
N
0 200 400 600
Feet
City of Lubbock TEXAS
Date Exported: August 2023

West View.

East View.

North View—Subject Property.

South View.



DocuSign Envelope ID: 6C6AECB6-E783-49DE-8534-27523CE6F82B

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 146th and Frankford Avenue

Lots/Tracts:

Survey & Abstract: Section 10, Block AK, E.L. & R.R. RR. Co. Survey, Abstract No. 704

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 207.15

Existing Land Use: Agriculture Existing Zoning: Transitional

Requested Zoning: R-2

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Betenbough Homes, LLC

Name: Wesley Everett

Address: 6305 82nd Street City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-797-9494 Email: wesleye@betenbough.com

Applicant's Signature: DocuSigned by: 5F4CBEC25AAD415...

Date: 8/3/2023 Printed Name: Wesley Everett

Owner Information

Firm Name: Betenbough Homes, LLC

Owner: Wesley Everett

Address: 6305 82nd Street City: 6305 82nd Street State: TX

ZIP Code: 79424 Telephone: 806-797-9494 Email: 806-797-9494

Property Owner's Signature: DocuSigned by: 5F4CBEC25AAD415...

Date: 8-3-2023 Printed Name: Wesley Everett

Preparer Information

Preparer's Signature:

Date: 8/3/2023 Printed Name: Brock Moudy

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

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.:** ***3489***

In Favor ___

Opposed X

Reasons and/or Comments:

Print Name Ross Flathoure

Signature: _____

Address: 5644 CR 7540 Lubbock, TX 79424

Address of Property Owned: 5644 CR 7540 Lubbock, TX 79424

Phone Number: 806-543-3060

Email: rflatho@gmail.com

Zone Case Number: **3489** R167875 Recipient 27 of 39
FLATHOUSE EMILY & ROSS J
5644 COUNTY ROAD 7540
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3489***

In Favor ___

Opposed X

Reasons and/or Comments:

Print Name Emily Flathouse

Signature: [signature]

Address: 5644 CR 7540 Lubbock, Tx 79424

Address of Property Owned: 5644 CR 7540 Lubbock, Tx 79424

Phone Number: 806-620-3257

Email: emily.g.mcmahon@gmail.com

Zone Case Number: **3489** R167875 Recipient 27 of 39
FLATHOUSE EMILY & ROSS J
5644 COUNTY ROAD 7540
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3489***

In Favor ___

Opposed X

Reasons and/or Comments:

Print Name Daniel Smith

Signature: DS

Address: 5643 County Road 7540

Address of Property Owned: 5643 County Road 7540

Phone Number: 614-565-1823

Email: drdwsdds@gmail.com

Zone Case Number: **3489** R167876 Recipient 12 of 39

SMITH CERISE N & DANIEL W
5643 COUNTY ROAD 7540
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3489***

In Favor ___

Opposed X

Reasons and/or Comments:

Print Name Cerise Smith

Signature: Cerise Smith

Address: 5643 County Road 7540

Address of Property Owned: 5643 County Road 7540

Phone Number: 760 954 8894

Email: Cerifoxsmith@gmail.com

Zone Case Number: **3489** R167876 Recipient 12 of 39

SMITH CERISE N & DANIEL W
5643 COUNTY ROAD 7540
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3489***

In Favor ____

Opposed X

Reasons and/or Comments:

(1) Change in zoning could affect value of our property
(2) What will be price range of homes?
- single family
- duplexes

(3) Which way will streets run E/W or N/S
Will entrance be across from CR 7540
or will it be offset to the north

Print Name Frances J. McCormick

Signature: Frances J. McCormick

Address: 5637 County Road 7540, Lubbock, TX 79424

Address of Property Owned: 5637 CR 7540, Lubbock, TX 79424

Phone Number: 806-773-7984

Email: jeaniemc48@gmail.com

Zone Case Number: **3489** R167877 Recipient 10 of 39
MC CORMICK, FRANCES
5637 COUNTY ROAD 7540
LUBBOCK TX 79424

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 6): Consider Ordinance No. 2023-O00129, for Zone Case 3032-B, a request of DLC Designs, LLC for Daniel Aaron Homes of West Texas, LLC, Drylands Homes, LLC, and KLemer Real Estate, LLC, for a zone change from Single-Family District (R-1) Specific Use for Townhomes to Single-Family District (R-1) Specific Use for Garden Homes, at 50, 51, 52, 64, and 65 Amesbury Court and 66 and 67 Windsor Court, located north of Erskine Street and east of North Milwaukee Avenue, Wilshire Estates Addition, Lots 50, 51, 52, 64, 65, 66, and 67.

Item Summary

On September 26, 2023, the City Council approved the first reading of the ordinance by a unanimous vote.

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 this request. The Planning and Zoning Commission heard this case on September 7, 2023, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Planning and Zoning Commission
Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

8.14 ZC3032-B_Ordinance
8.14 ZC3032-B_Report
8.14 ZC3032-B_Documentation

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. 3032-B; A ZONING CHANGE FROM R-1 SPECIFIC USE FOR TOWNHOMES TO R-1 SPECIFIC USE FOR GARDEN HOMES, AT 50, 51, 52, 64, AND 65 AMESBURY COURT AND 66 AND 67 WINDSOR COURT, LOCATED NORTH OF ERSKINE STREET AND EAST OF NORTH MILWAUKEE AVENUE, WILSHIRE ESTATES ADDITION, LOTS 50, 51, 52, 64, 65, 66, AND 67, 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. 3032-B

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use for Townhomes** to **R-1 Specific Use** for **Garden Homes** zoning district at **50, 51, 52, 64, and 65 Amesbury Court and 66 and 67 Windsor Court, located north of Erskine Street and east of North Milwaukee Avenue, Wilshire Estates Addition, Lots 50, 51, 52, 64, 65, 66, and 67,** 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 **R-1 Specific Use for Townhomes** 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 **50, 51, 52, 64, and 65 Amesbury Court and 66 and 67 Windsor Court, located north of Erskine Street and east of North Milwaukee Avenue, Wilshire Estates Addition, Lots 50, 51, 52, 64, 65, 66, and 67**, 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC3032-B
September 8, 2023

Planning Department
City of Lubbock

Staff Report	Zone Case 3032-B
City Council Meeting	September 26, 2023

Applicant DLC Designs, LLC

Property Owner Daniel Aaron Homes of West Texas, LLC, Drylands Homes, LLC, and KLemer Real Estate, LLC

Council District 6

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- April 26, 1973, Ordinance No. 6596: The southern portion of the subject property was annexed into the city limits and zoned Transition District (T) and Single-Family District (R-1).
- December 16, 2004, Zone Case 3024, Ordinance No. 2004-O0143: The southern portion of the subject property was rezoned from T and R-1 to R-1 Specific Use for townhomes and garden homes.
- February 10, 2005, Ordinance No. 2005-O0014: The northern portion of the subject property was annexed into the city limits and zoned T.
- April 14, 2005, Zone Case 3032, Ordinance No. 2005-O0039: The northern portion of the subject property was rezoned from T to R-1 Specific Use for townhomes and garden homes.
- March 8, 2018, Zone Case 3032-A, Ordinance No. 2018-O0035: The subject properties were rezoned from R-1 Specific Use for townhomes and garden homes to R-1 Specific Use for townhomes.
- September 7, 2023, Zone Case 3032-B: The Planning and Zoning Commission recommended approval for a zone change from Single-Family District (R-1) Specific Use for Townhomes to Single-Family District (R-1) Specific Use for garden homes by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 52
- Received In Favor: 3
- Received In Opposition: 0

Site Conditions and History

The subject properties were originally platted as Wilshire Estates Addition, Lots 50, 51, 52, 64, 65, 66 and 67 on January 20, 2006. On April 25, 2006, the original plat was amended. Currently, Lots 50, 51, 52, 64, 65, 66 and 67 remain vacant.

Adjacent Property Development

Lots 64, 65, 66, and 67 are surrounded by residential homes zoned R-1 Specific Use for garden homes. Lots 50, 51, and 52 are surrounded by residential homes to the north and east zoned R-1 Specific Use for garden homes, and to the west is developed with a retirement home zoned General Retail District (C-3), and to the south is vacant land zoned Two-Family District (R-2) and Local retail District (C-2).

Zoning Request and Analysis

Item Summary

The subject properties are addressed as 50, 51, 52 64, and 65 Amesbury Court and 66 and 67 Windsor Court, located north of Erskine Street and east of Milwaukee Avenue. The applicant requests a zone change from Single-Family District (R-1) Specific Use for townhomes to R-1 Specific Use for garden homes.

Current zoning: **Single-Family District (R-1) Specific Use for townhouses.**

Requested zoning: **Single-Family District (R-1) Specific Use for garden homes.**

Intent Statements
The intent of the current R-1 zoning is, "…to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses, and to provide a "quality environment" for the residents of the district and city."

The intent of the proposed 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 ordinance, provided the intent, principles, and innovations of modern urban planning and design are used.

Traffic Network/Infrastructure Impacts
The proposed rezoning location will be along Erskine Street, Windsor Court, and Amesbury Court. The Master Thoroughfare Plan, 2018, designates Erskine Street as a Principal Arterial. Arterial streets are continuous routes whose function is to serve the high-volume needs of local traffic and regional traffic. Windsor Court and Amesbury Court are designated as private roads in the gated community of Wilshire Estates.

Compatibility with Surrounding Property
The proposed specific use is compatible with the surrounding area. Lots 67 and 66 are currently not capable of townhome development, as the lots are not connected. The additional lots are surrounded by other garden homes making it compatible with the neighborhood.

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 the Specific Use 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

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3032-B

Allowable Uses: Single-Family District (R-1) and, Specific Use District for Garden Homes

Transportation: The proposed development has points of access from Erskine Street, Windsor CT and Amesbury CT.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Erskine Street, *Principal Arterial, Partially Completed*	R.O.W. 110 feet, two-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
Windsor CT, *Private Road, Completed*	R.O.W. 24 feet, two-lane, undivided, paved	R.O.W. 24 feet, two-lane, undivided, paved
Amesbury CT, *Private Road, Completed*	R.O.W. 24 feet, two-lane, undivided, paved	R.O.W. 24 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

District 6

5.13 **Zone Case 3032-B:** DLC Designs, LLC for Daniel Aaron Homes of West Texas, LLC, Drylands Homes, LLC, and KLemer Real Estate, LLC, request for a zone change from Single-Family District (R-1) Specific Use for Townhomes to Single-Family District (R-1) Specific Use for Garden Homes, at:

- 50, 51, 52, 64, and 65 Amesbury Court and 66 and 67 Windsor Court, located north of Erskine Street and east of North Milwaukee Avenue, Wilshire Estates Addition, Lots 50, 51, 52, 64, 65, 66, and 67.

PLANNER ASHLEY PADILLA stated there were fifty-three (53) notifications sent out and three (3) returned in favor. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Lots 66 and 67 are currently not capable of townhome development as the lots are not connected. Staff recommends approval of this request.

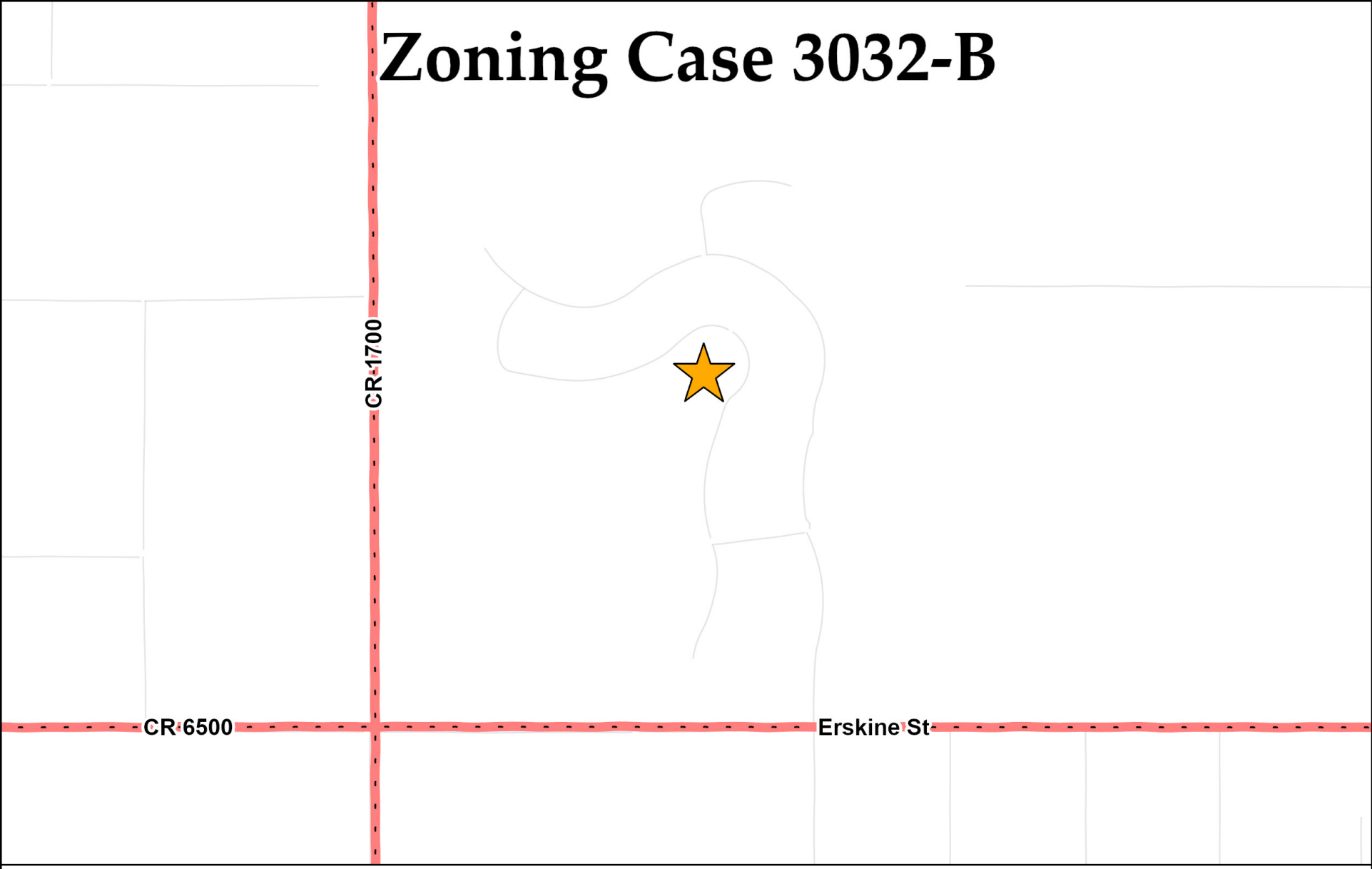
JAMES BELL noted the property was previously zoned for garden homes when they changed it to zoning for townhomes back in 2018, and now they are wanting to go back to garden homes.

APPLICANT AMANDA KING, 1318 North King Avenue, with DLC Designs, stated the request is to build garden homes on the lots to match the rest of the development. They can only assume the previous owners intended to replat so that townhomes could be built. That did not happen.

No one spoke in favor or in opposition of this request.

In the matter of **Zone Case 3032-B** a motion was made by **SUSAN TOMLINSON** and seconded by **TERRI MORRIS** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion.. The item will be forwarded to City Council for consideration.

Zoning Case 3032-B



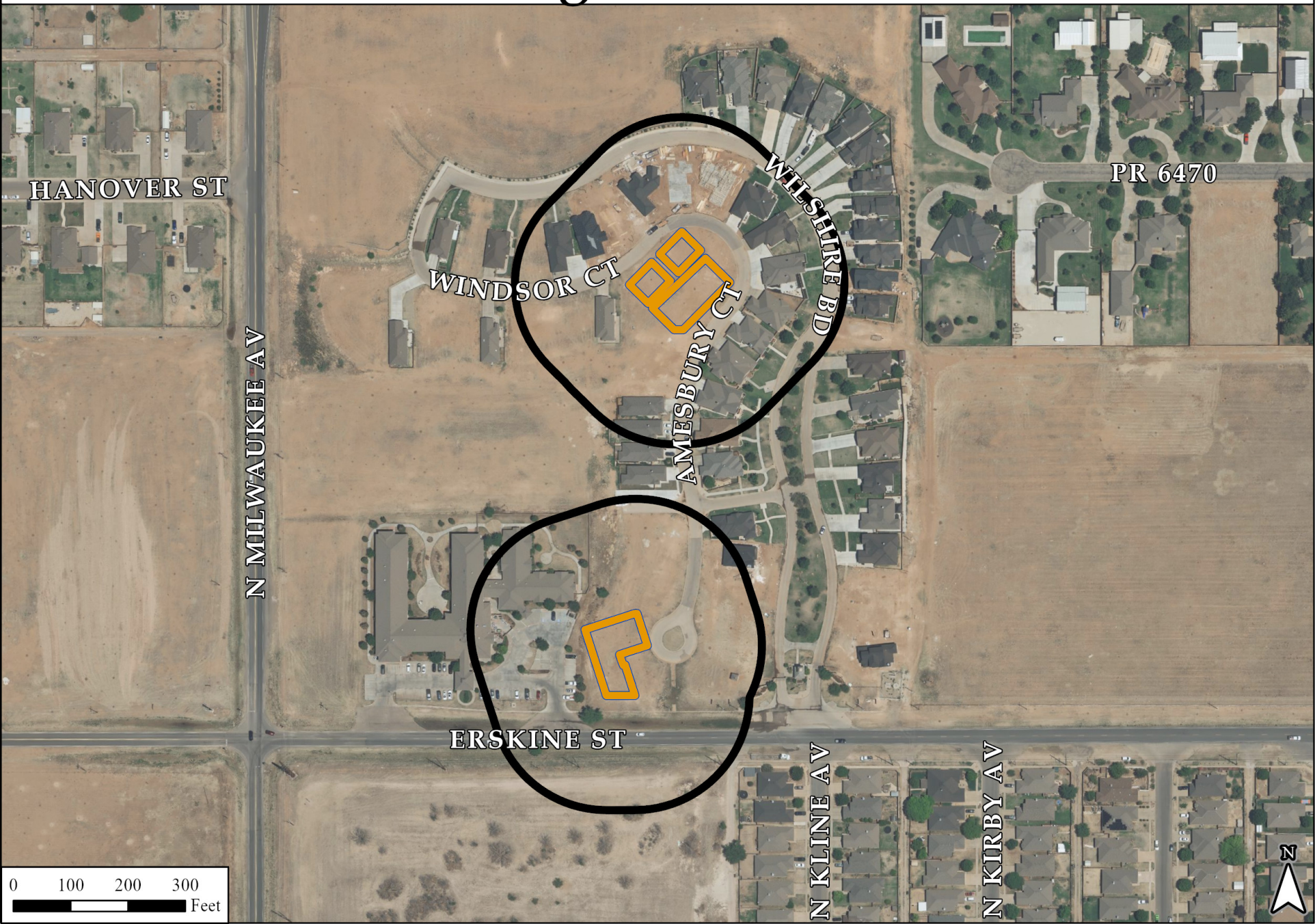
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

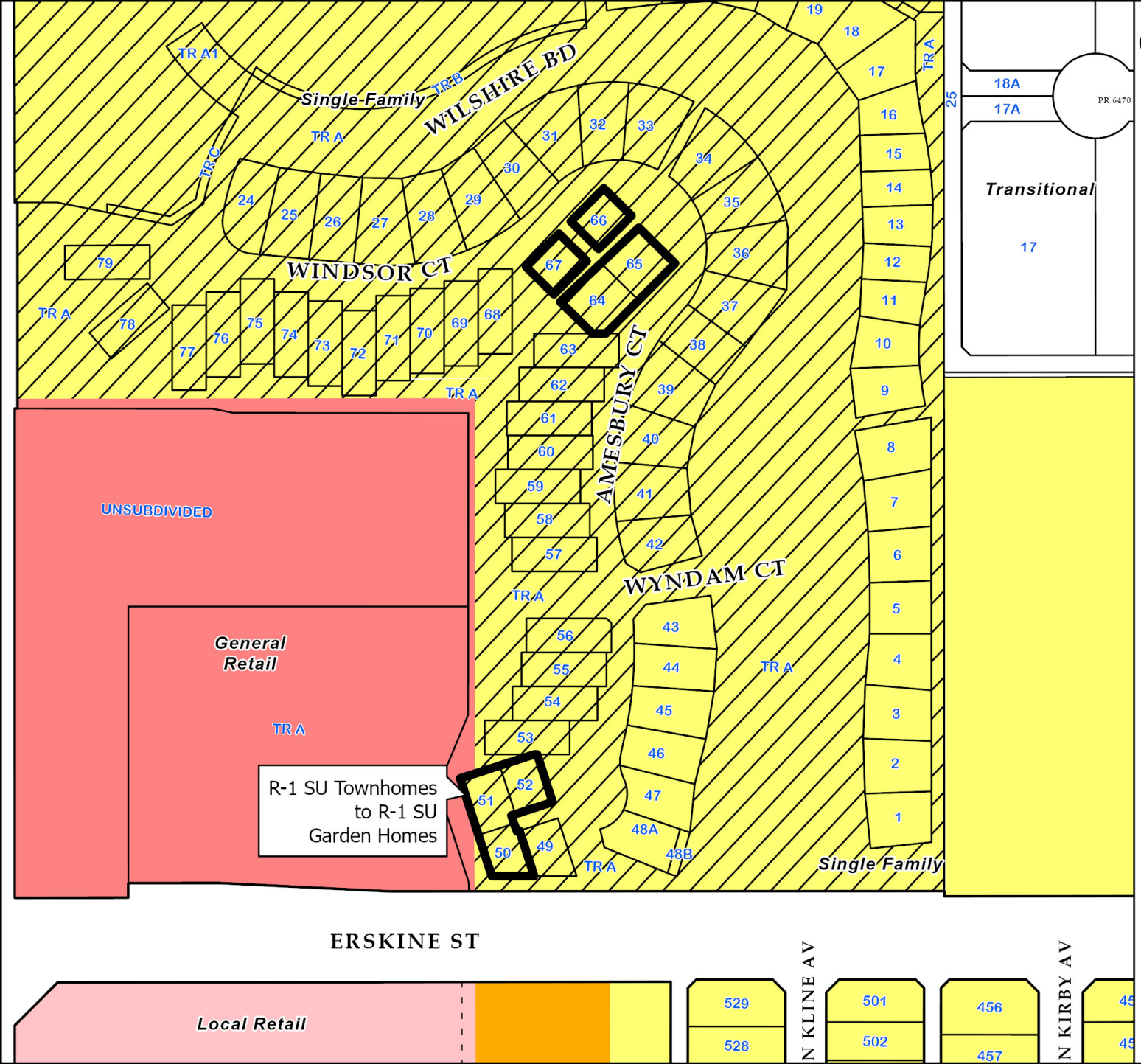
N
W E
S

Date Exported: August 2023

PZC Mailout
Notifications Received
N
WILSHIRE BLVD
WINSOR COURT
AMESBURY COURT
WILSHIRE BLVD
WYNDAM COURT
ERSK
Legend
LocatorPnt3032_B
MailoutBuffer3032_B
<all other values>
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 9/6/2023
0
112.5
225
450 Feet

Zoning Case 3032-B





Current Zoning

3032-B

Zoning Districts

- Local Retail
- General Retail
- Single Family
- Single Family Specific Use
- Two Family
- Transitional

N

0 50 100 150 Feet

City of Lubbock TEXAS

Date Exported: August 2023

3032-B

Lot 67

Lot 66

Lot 64 and 65

3032-B

Lot 52

Lot 51

Lot 50

View to the east.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: Wilshire Estates

Lots/Tracts: Lots 50, 51, & 52 | Lots 64 & 65 | Lots 66 & 67

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: _____

Existing Land Use: Vacant Existing Zoning: R1 - Townhomes

Requested Zoning: Change to R1 -Garden Homes

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 King

Date: 07/31/2023 Printed Name: Amanda J King

Owner Information

Firm Name: Please see the attached Signature Page

Owner: _____

Address: _____ City: _____ State: _____

ZIP Code: _____ Telephone: _____ Email: _____

Property Owner's Signature: _____

Date: _____ Printed Name: _____

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.

DLC DESIGNS LLC

Commercial & Residential Designs, Plans, Permitting, Estimating & Construction Services
1318 N King Ave | Lubbock, TX 79403 | 806.516.3317
jaime.dlcdesigns@gmail.com | amanda.dlcdesigns@gmail.com

Owner Information for Zoning Change for Wilshire Estates Lots 50, 51, 52, 64, 65, 66, & 67.

Wilshire Estates Lots 50, 51, & 52

Company Name: Daniel Aaron Homes of West Texas, LLC
Owner Name: Bryce Daniel
Owner Address: 12404 Slide Rd
Lubbock, TX 79424
Date: 07-31-2023
Printed Name: Bryce Daniel
Owner Signature: Aaron Daniel

Wilshire Estates Lots 64 & 65

Company Name: Drylands Homes, LLC
Owner Name: Christian Wentland
Owner Address: 61 Amesbury CT
Lubbock, TX 79416
Date: 07-31-2023
Printed Name: Christian Wentland
Owner Signature:

Wilshire Estates Lots 66 & 67

Company Name: KLemer Real Estate, LLC
Owner Name: Kenneth Lemer
Owner Address: 9606 Ross Ave
Lubbock, TX 79424
Date: 07-31-2023
Printed Name: Kennth Lemer
Owner Signature: Kenneth Lemer (Jul 31, 2023 15:59 CDT)

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.:** ***3032-B***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Madison Wentland

Signature: Madison Wentland

Address: 61 Amesbury Ct. Lubbock, TX 79416

Address of Property Owned: 61 Amesbury Ct. Lubbock, TX 7946

Phone Number: 806-778-0569

Email: drylandshomes@outlook.com

Zone Case Number: **3032-B** R310742 Recipient 13 of 52

WENTLAND MADISON L & CHRISTIAN R
61 AMESBURY CT
LUBBOCK TX 79416-2168

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.:** ***3032-B***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Christian Weatland

Signature: [signature]

Address: 61 Amesbury Ct.

Address of Property Owned: 64 Amesbury Ct.

Phone Number: 806-778-6569

Email: drylandshomes@outlook.com

Zone Case Number: **3032-B** R310777 Recipient 20 of 52

DRYLANDS HOMES LLC
61 AMESBURY CT
LUBBOCK TX 79416

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.:** ***3032-B***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Christian Wentland

Signature: [signature]

Address: 61 Amesbury Ct.

Address of Property Owned: 65 Amesbury Ct.

Phone Number: 806-778-0569

Email: drylandshomes@outlook.com

Zone Case Number: **3032-B** R310778 Recipient 21 of 52

DRYLANDS HOMES LLC
61 AMESBURY CT
LUBBOCK TX 79416

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 6): Consider Ordinance No. 2023-O00130, for Zone Case 2538-KK, a request of Delta Land Surveying for Red Yucca 806 Investments LLC, for a zone change from Single-Family District (R-1) to Two-Family District (R-2), at 2402 Urbana Place, located north of 25th Street and west of Urbana Place, Parkdale Addition, Block 2, Lots 3 through 5.

Item Summary

On September 26, 2023, the City Council approved the first reading of the ordinance by a unanimous vote.

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 this request. The Planning and Zoning Commission heard this case on September 7, 2023, and recommended denial of the request by a vote of 4-4-0. Therefore, a supermajority vote, or three-fourths of the governing body (6 out of 7 votes), is required for the request to be approved.

Fiscal Impact

None

Staff/Board Recommending

Planning and Zoning Commission
Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

8.15 ZC2538-KK_Ordinance
8.15 ZC2538-KK_Report
8.15 ZC2538-KK_Documentation

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2538-KK; A ZONING CHANGE FROM R-1 TO R-2 ZONING DISTRICT AT 2402 URBANA PLACE, LOCATED NORTH OF 25TH STREET AND WEST OF URBANA PLACE, PARKDALE ADDITION, BLOCK 2, LOTS 3 THROUGH 5, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation, 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. 2538-KK

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **R-2** zoning district at **2402 Urbana Place, located north of 25th Street and west of Urbana Place, Parkdale Addition, Block 2, Lots 3 through 5**, City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2538-KK
September 7, 2023

Planning Department
City of Lubbock

Staff Report	Zone Case 2538-KK
City Council Meeting	September 26, 2023

Applicant Delta Land Surveying

Property Owner Red Yucca 806 Investments, LLC

Council District 6

Recommendations
- Staff recommends approval of this request.

Prior Board or Council Action
- September 27, 1984, Ordinance No. 8660: The subject property was annexed into the City Limits and zoned Transition District (T).
- October 10, 1985, Zone Case 2538, Ordinance No. 8827: The subject property was rezoned from Transition District (T) to Single-Family District (R-1).
- September 7, 2023, Zone Case 2538-KK: The Planning and Zoning Commission recommended denial of a zone change from R-1 to Two-Family District (R-2) by a vote of 4-4-0.

Notification Summary
- Notifications Sent: 25
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History
The subject property was platted on June 26, 1950 as Parkdale Addition, Block 2, Lots 3 through 5. The property is currently undeveloped.

Adjacent Property Development
The property is adjacent to low density residential land uses, zoned R-1, to the north, south, east, with vacant land to the west.

Zoning Request and Analysis
Item Summary
The subject property is addressed as 2402 Urbana Place, located north of 25th Street and west of Urbana Place. The applicant requests a zone change from Single-Family District (R-1) to Two-Family District (R-2).

Current zoning: **Single-Family District (R-1)**

Requested zoning: **Two-Family District (R-2)**

Intent Statements
The intent of the current R-1 zoning is "to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a "quality environment" for the residents of the district and city."

The intent of the proposed R-2 zoning is "to promote stable, quality residential development of slightly increased densities and multiple occupancy."

Traffic Network/Infrastructure Impacts
The property is located north of 25th Street, which is designated as a Local Street, and west of Urbana Place, which is designated as a Collector by the Master Thoroughfare Plan, 2018. Local Streets provide access to smaller, destination-oriented areas such as neighborhoods, subdivisions, or local business districts. Collectors provide access and movement within residential, commercial, and industrial areas.

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 Low Density Residential land uses. The proposed zone change is compatible with this designation.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the Zoning Ordinance and is appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property is suitable for the proposed district because it would not change the characteristics of the existing neighborhood.

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

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 2538-KK

Allowable Uses: Two-Family District (R-2)

Transportation: The proposed development has points of access from 25th Street and Urbana Place.

Thoroughfare	Existing	Per Thoroughfare Development Plan
25th Street *Local Street*	R.O.W. 30 feet, two-lane, undivided, paved	R.O.W. 30 feet, two-lane, undivided, paved
Urbana Place *Collector (Completed)*	R.O.W. 46 feet, two-lane, undivided, paved	R.O.W. 46 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

District 6

5.12 **Zone Case 2538-KK:** Delta Land Surveying for Red Yucca 806 Investments LLC, request for a zone change from Single-Family District (R-1) to Two-Family District (R-2), at:

- 2402 Urbana Place, located north of 25th Street and west of Urbana Place, Parkdale Addition, Block 2, Lots 3 through 5.

PLANNER CASSIE BERMEA stated there were twenty-five (25) notifications sent out with none returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT ROBERT KENNEDY, 1310 Jarvis Street, with Delta Land Surveying, stated the client's request is for the purpose of putting duplexes on this property.

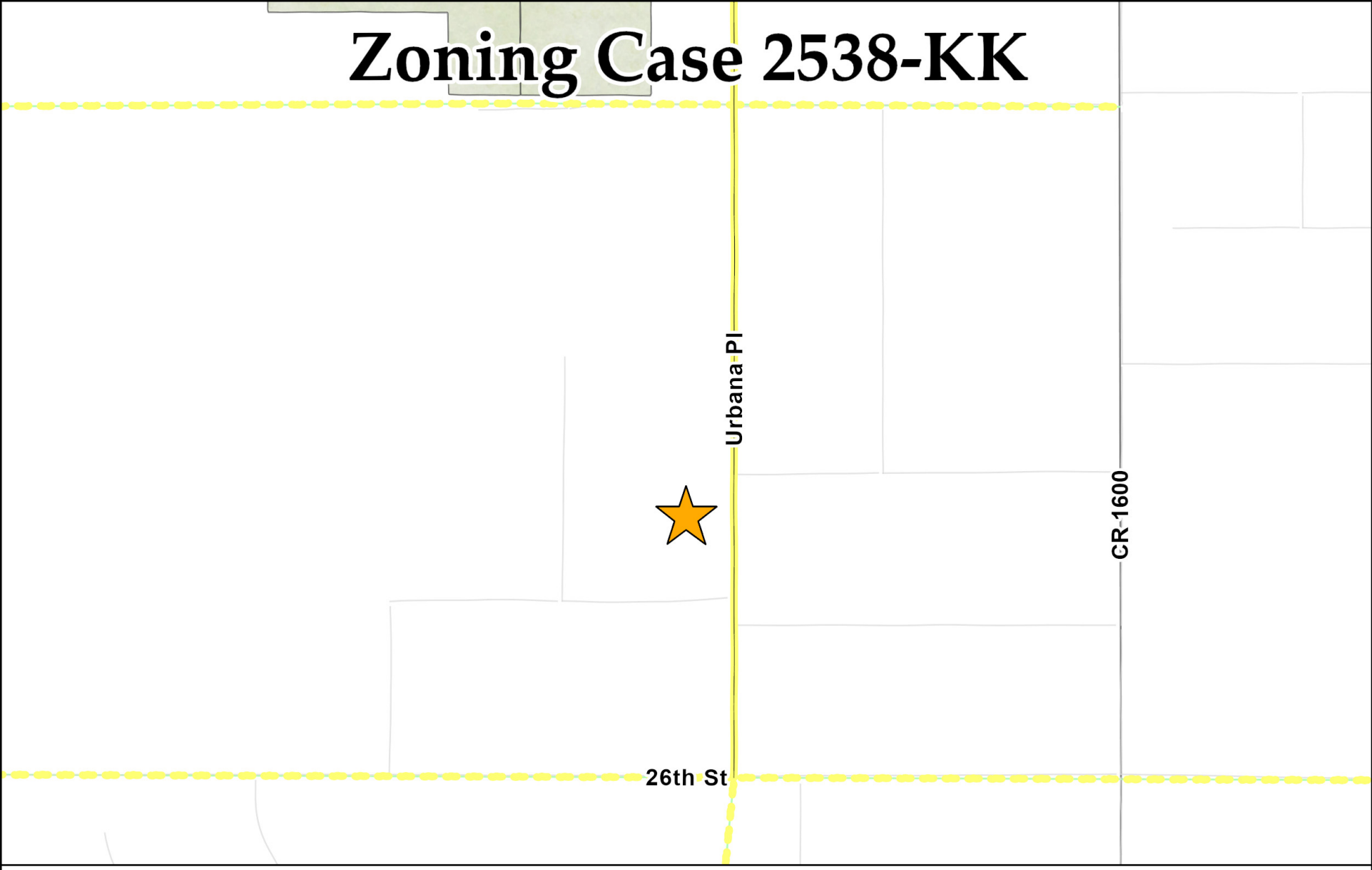
No one spoke in favor or in opposition of the request.

JAMES BELL stated that he is not against R-2 zoning, but looking at this particular area, they want to build duplexes on three lots within one block. The future land use for that whole area is single-family. If we allow the spot zoning in this case, we set a bad precedence for others wanting to do the same thing.

In the matter of **Zone Case 2538-KK** a motion was made by **JORDAN WHEATLEY** and seconded by **JAMES BELL** to approve the request and the Commission members voted 4 (in favor) to 4 (in opposition) to approve the motion. The request is denied. The item will be forwarded to City Council for consideration.

SUSAN TOMLINSON, TERRI MORRIS, RENEE CAGE, and **JAMES BELL** cast the votes in opposition.

Zoning Case 2538-KK

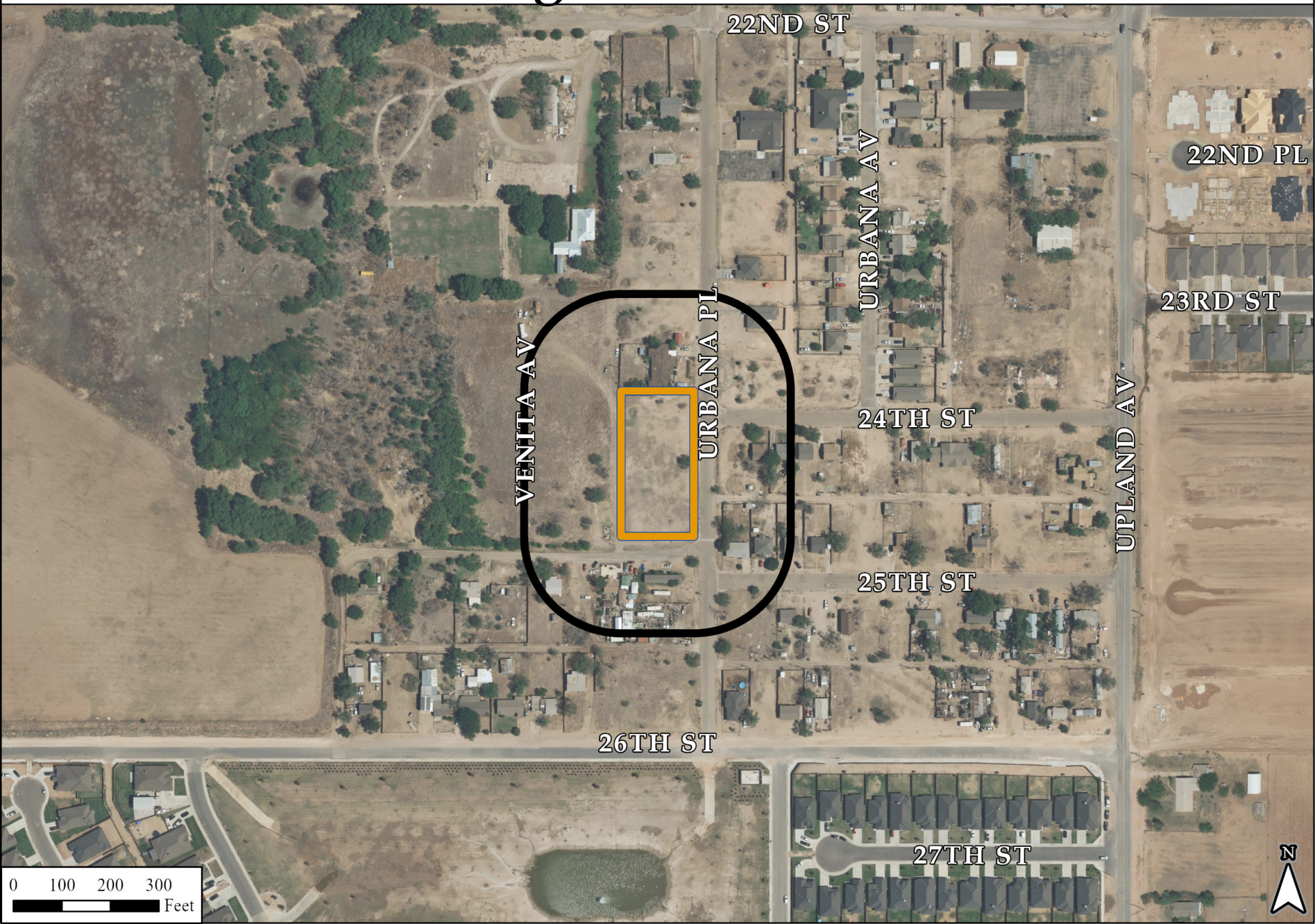


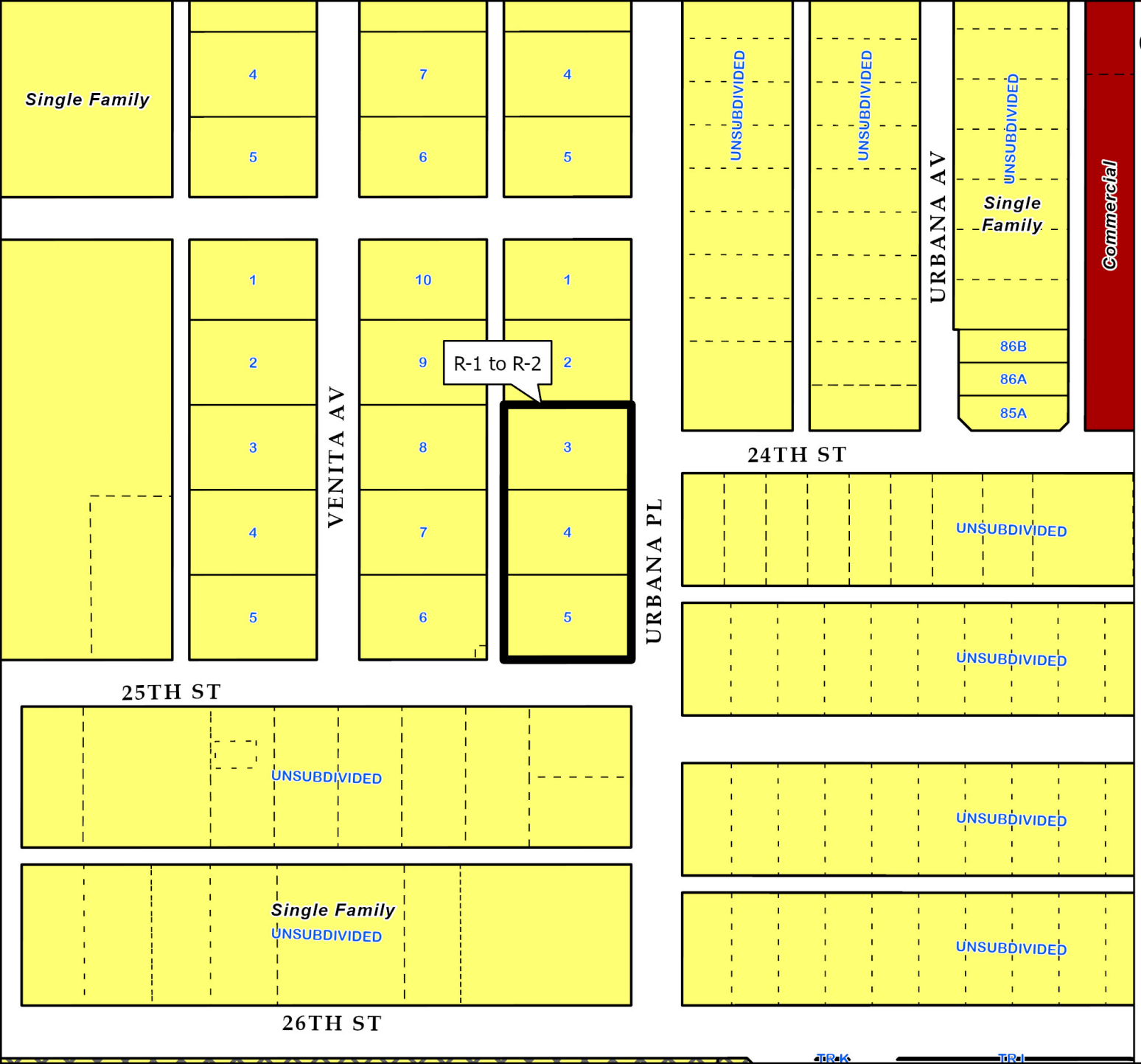
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: August 2023

Zoning Case 2538-KK





Current Zoning

2538-KK

Zoning Districts

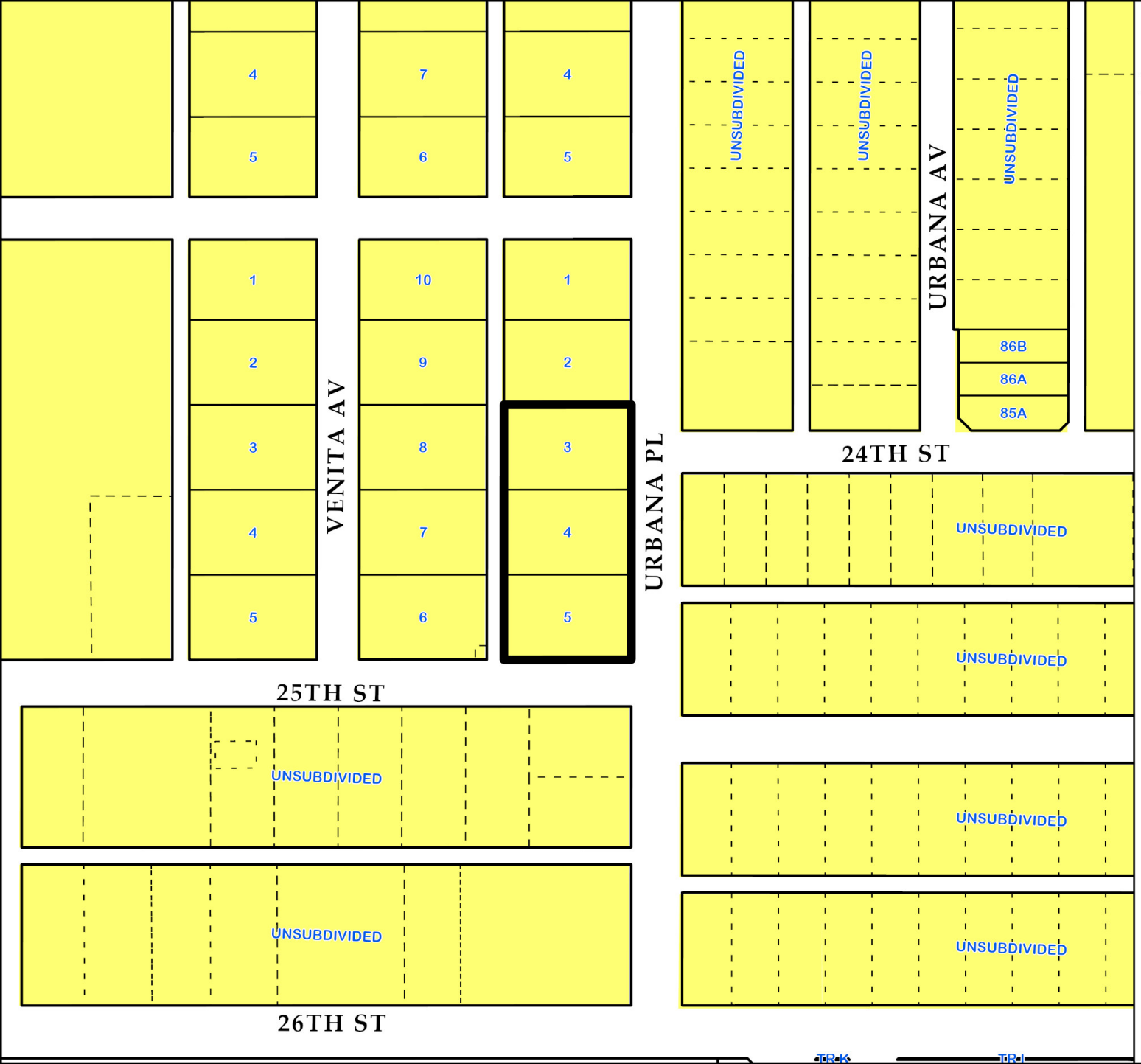
- Commercial
- Single Family
- Single Family with Reducded Setbacks
- Two Family

N

0 50 100 150 Feet

City of Lubbock TEXAS

Date Exported: August 2023



Future Land Use Plan
Case 2538-KK

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 50 100 150 200 Feet

City of Lubbock TEXAS

Date Exported: August 2023

West View.

East View.

North View—Subject Property.

South View.

2538-KK

City of Lubbock TEXAS

DocuSign Envelope ID: 5E70DB36-615A-42D4-8170-0DB93E3A9968

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: 2400 Urbana PL

Lots/Tracts: PARKDALE BLK 2 L 3-5 R327326

Survey & Abstract:

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: 1.033

Existing Land Use: VACANT Existing Zoning: R-1

Requested Zoning: R-2

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: DELTA LAND SURVEYING

Name: ROBERT KENNEDY

Address: 1310 JARVIS ST. City: LUBBOCK State: TX

ZIP Code: 79403 Telephone: (806)701-5707 Email: rkennedy@deltalbk.com

Applicant's Signature: RHK

Date: 8-3-2023 Printed Name: ROBERT KENNEDY

Owner Information

Firm Name: RED YUCCA 806 INVESTMENTS LLC

Owner: Wendy Jones

Address: 6671 Maine RD City: Anton State: TX

ZIP Code: 79313 Telephone: 806-928-9463 Email: wendyjones@kw.com

Property Owner's Signature: Wendy Jones
Docusigned by: D6F9F136CA5A482...

Date: 7/17/2023 | 1:12 PM MDT Printed Name: Wendy Jones

Preparer Information

Preparer's Signature: RK

Date: 8-3-2023 Printed Name: ROBERT KENNEDY

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# 11919
Regular City Council Meeting **6. 1.**
10/10/2023:

Information

Agenda Item

Resolution - City Secretary: Consider a resolution to nominate board members to serve as Appraisal District Directors for the Lubbock Central Appraisal District.

Item Summary

Section 6.03 of the Texas Property Tax Code establishes the selection process for taxing unit appointments of five appraisal district directors. To be valid, nominations must be by Resolution of the Governing Body (City Council) and submitted to the Chief Appraiser before October 15, 2023.

The City of Lubbock currently has five directors serving on the board:
Sonny Garza
Brady Goen
Greg Jones
Bobby McQueen
Noe Reynolds

All of the aforementioned are eligible for reappointment.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

LCAD Nomination Resolution
LCAD Letter - 2023

RESOLUTION

WHEREAS, Section 6.03 of the Tax Code of the State of Texas applies to and is controlling on the City of Lubbock, Texas, as a taxing unit; and

WHEREAS, there is created under the provisions of this statute, a Board of Directors to govern the Appraisal District. The City of Lubbock is desirous of nominating candidates to be placed on the ballot for election to this Board of Directors as provided by this statute; NOW THEREFORE,

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

1. THAT the following persons are nominated by the governing body of the City of Lubbock as candidates for positions on the Board of Directors of the Appraisal District created for the County of Lubbock:

_____ _____

_____ _____

_____

2. THAT the names of these candidates be submitted by the Mayor to the Chief Appraiser of the Appraisal District to be placed on the ballot for election to serve a one year term beginning January 1, 2024.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
W. Jarrett Atkinson, City Manager

AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocsII/RES.BOD 2024 Appraisal District
August 31, 2023

LUBBOCK CENTRAL APPRAISAL DISTRICT

TIM RADLOFF, RPA, RTA, CCA
Chief Appraiser / Administrator

OFFICE OF THE
CHIEF APPRAISER

August 28, 2023

Mr. Tray Payne
Mayor
City of Lubbock
P.O. Box 2000
Lubbock, TX 79457-2000

RECEIVED
AUG 31 2023
OFFICE OF THE CITY SECRETARY
Lubbock, Texas

Dear Mr. Payne:

It is time once again to conduct the selection process for appraisal district directors. SB2, passed during the 88th Legislature 2nd Special Session, states that appointed district directors shall serve staggered four-year terms. In the past the directors served two-year terms. Due to the changes made by SB2, directors appointed during the 2023 selection process shall serve a one-year term beginning January 1, 2024 and ending December 31, 2024. Then in August 2024 another selection process will be conducted to appoint five district directors to staggered terms with two terms ending December 31, 2025 and three terms ending December 31, 2027. Thereafter all appointed directors will serve four-year terms with the nomination process in every other odd numbered year.

Another change made by SB2 that I would like to make you aware of is the increase in the number of total appraisal district directors. Beginning July 1, 2024 there will be nine directors on the district's board. Five will be appointed by the taxing units as outlined below as you have done in the past. Three directors will be elected during the general election with the first election taking place in May 2024. Terms for the three elected directors will begin July 1, 2024. The ninth position will be filled by the County Tax Assessor-Collector who will serve as an ex officio director.

Section 6.03 of the Texas Property Tax Code, establishes the selection process for taxing unit appointments of five appraisal district directors. This process is not an "election" governed by the Texas Election Code but an independent procedure unique to the property tax system. **To be valid nominations MUST be by RESOLUTION of your GOVERNING BODY and submitted to the CHIEF APPRAISER BEFORE OCTOBER 15, 2023.**

Your current board members, all of whom are eligible for re-appointment, are:

Sonny Garza, Lubbock
City Bank

Brady Goen, Shallowater
Texas Boys Ranch and Farmer

Greg Jones, Lubbock
Prosperity Bank, retired

Noe Reynolds, Lubbock
Noe's Automotive Service

Bobby McQueen, Lubbock
McQueen Company Realtors

The following are several important dates for the selection process as contained in Section 6.03 of the Texas Property Tax Code:

Before October 1 - The chief appraiser shall calculate the number of votes to which each taxing unit is entitled and shall deliver written notice; (1) to the county judge and each commissioner of the county served by the appraisal district; (2) to the presiding officer of the governing body of each city or town participating in the appraisal district, to the city manager of each city or town having a city manager, and to the city secretary or clerk, if there is one, of each city or town that does not have a city manager; and (3) to the presiding officer of the governing body of each school district participating in the district and to the superintendent of each school district.

Before October 15 - The presiding officer of the governing body of the unit shall submit the name(s) of the unit's nominee(s), if any, to the chief appraiser. (Each taxing unit that is entitled to vote **may nominate by resolution adopted by its governing body** one candidate for each position to be filled on the board of directors.)

Before October 30 - The chief appraiser shall prepare a ballot listing the candidates alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

Date Varies – **Property Tax Code Section 6.03 (k-1) requires the governing body of a taxing unit entitled to cast at least 5% of the total number of votes to determine its vote for its appraisal district's board of directors by resolution adopted at the first or second open meeting held after the date the chief appraiser delivers the ballot. The governing body must then submit its vote to the chief appraiser not later than the 3rd day following the date the resolution is adopted. Because City of Lubbock has more than 5% of the vote, your board will need to follow these procedures of when to vote and the deadline for delivering the adopted resolution.**

Before December 31 - The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results to the governing body of each taxing unit in the district and to the candidates. The chief appraiser shall resolve a tie vote by any method of chance.

Enclosed you will find the number of votes to which each taxing unit is entitled as prescribed by Section 6.03 (d) and (e) of the Texas Property Tax Code. Thank you for your interest and participation in this selection process. If you have any questions concerning this matter, please contact me at your convenience.

Respectfully submitted,

Tim Radloff

Tim Radloff

Enclosure

cc: W. Jarrett Atkinson
Blu Kostelich
Cheryl Brock

2023 CALCULATION OF VOTES TO SELECT FIVE DIRECTORS FOR THE LUBBOCK CENTRAL APPRAISAL DISTRICT

TAXING UNIT	2022 LEVY	PERCENTAGE 2022 LEVY TOTAL LEVY	X 1000	X Number of Directors	Number of Votes
CITIES					
Abernathy	176,405	0.03261%	0.33	5	2
Idalou	771,605	0.14263%	1.43	5	7
Lubbock	109,963,490	20.32673%	203.27	5	1,016
New Deal	291,911	0.05396%	0.54	5	3
Ransom Canyon	1,064,910	0.19685%	1.97	5	10
Shallowater	1,535,743	0.28388%	2.84	5	14
Slaton	1,476,289	0.27289%	2.73	5	14
Wolfforth	4,331,039	0.80059%	8.01	5	40
SCHOOLS					
Abernathy	1,172,940	0.21682%	2.17	5	11
Frenship	79,701,815	14.73287%	147.33	5	737
Idalou	4,424,575	0.81788%	8.18	5	41
Lorenzo	109,913	0.02032%	0.20	5	1
Lubbock-Cooper	67,610,242	12.49774%	124.98	5	625
Lubbock	146,423,497	27.06636%	270.66	5	1,352
New Deal	6,684,207	1.23557%	12.36	5	62
Roosevelt	3,660,862	0.67671%	6.77	5	34
Shallowater	7,136,717	1.31922%	13.19	5	66
Slaton	7,333,595	1.35561%	13.56	5	68
Southland	8,094	0.00150%	0.02	5	0
COUNTY					
Lubbock County	97,101,770	17.94925%	179.49	5	897
TOTALS	540,979,619	1.00000	1,000		5,000

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2023-O00127, for Zone Case 3205-A, a request of Seventeen Services, LLC for Paradise Business Park, LLC, for a zone change from Interstate Highway Commercial District (IHC) to Local Retail District (C-2), generally located west of Frankford Avenue and south of 116th Street, on 5.524 acres of unplatted land out of Block AK, Section 20.

Item Summary

On September 26, 2023, the City Council approved the first reading of the ordinance by a vote of 5-2-0.

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 this request. The Planning and Zoning Commission heard this case on September 7, 2023, and recommended approval of the request by a vote of 7-1-0.

Fiscal Impact

None

Staff/Board Recommending

Planning and Zoning Commission
Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

8.12 ZC3205-A_Ordinance
8.12 ZC3205-A_Report
8.12 ZC3205-A Documentation

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. 3205-A; A ZONING CHANGE FROM IHC TO C-2 ZONING DISTRICT GENERALLY LOCATED WEST OF FRANKFORD AVENUE AND SOUTH OF 116TH STREET, ON 5.524 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 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. 3205-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 **IHC** to **C-2** zoning district **generally located west of Frankford Avenue and south of 116th Street, on 5.524 acres of unplatted land out of Block AK, Section 20,** 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3205-A
September 7, 2023

Delta Land Surveying and Engineering, LLC
1310 Jarvis Street
Lubbock, TX 79403
806-701-5707
www.deltalbk.com

Exhibit "A"

Metes and Bounds description of a 5.524 acre tract of land, being the same tract of land described in County Clerk File Number (CCFN) 2013028202, Official Public Records of Lubbock County, Texas (OPRLCT), being out of Section 20, Block AK, Lubbock County, Texas, and being more particularly described as follows:

Beginning at a point in Frankford Avenue, and in the East line of said Section 20, for the Southeast corner of the plat limits of Hays Estates, a Subdivision out of Section 20, Block AK, Lubbock County, Texas, recorded in Volume 1644, Page 104, Deed Records of Lubbock County, Texas (DRLCT), and for the Northeast corner of this tract, whence the Northeast corner of said Section 20 is called to bear North, approximately 990 feet;

Thence South, leaving said Hays Estates, with the East line of said Section 20, and with Frankford Avenue, approximately 144 feet to a point for the Northeast corner of that 5.547 acre tract described in CCFN 2013040015, OPRLCT, and for the most Easterly Southeast corner of this tract;

Thence West, leaving Frankford avenue, with the North line of said 5.547 acre tract, approximately 660 feet to a point for the Northwest corner of said 5.547 acre tract, and for a corner of this tract;

Thence South, with the West line of said 5.547 acre tract, approximately 186 feet to a point for a corner of the Waits tract described in Volume 6300, Page 306, Real Property Records of Lubbock County, Texas (RPRLCT), and for the most Southerly Southeast corner of this tract;

Thence West, leaving said 5.547 acre tract, with the North line of said Waits tract, approximately 198 feet to a point for a corner of said Waits tract, and for a corner of this tract;

Thence N00°10’07”W, with a common line with said Waits tract, approximately 30 feet to a point for a corner of said Waits tract, and for a corner of this tract;

Thence N89°57’50”W, with the North line of said Waits tract, approximately 268 feet to a point for the Southeast corner of that .0922 acre tract described in CCFN 2017020378, OPRLCT, and for the Southwest corner of this tract;

Thence N00°03’31”E, leaving said Wait tract, with the East line of said 0.922 acre tract, approximately 300 feet to a point in the South line of a 20 foot alley, and in the South plat limits of said Hays Estates, for the Northeast corner of said 0.922 acre tract, and for the Northwest corner of this tract;

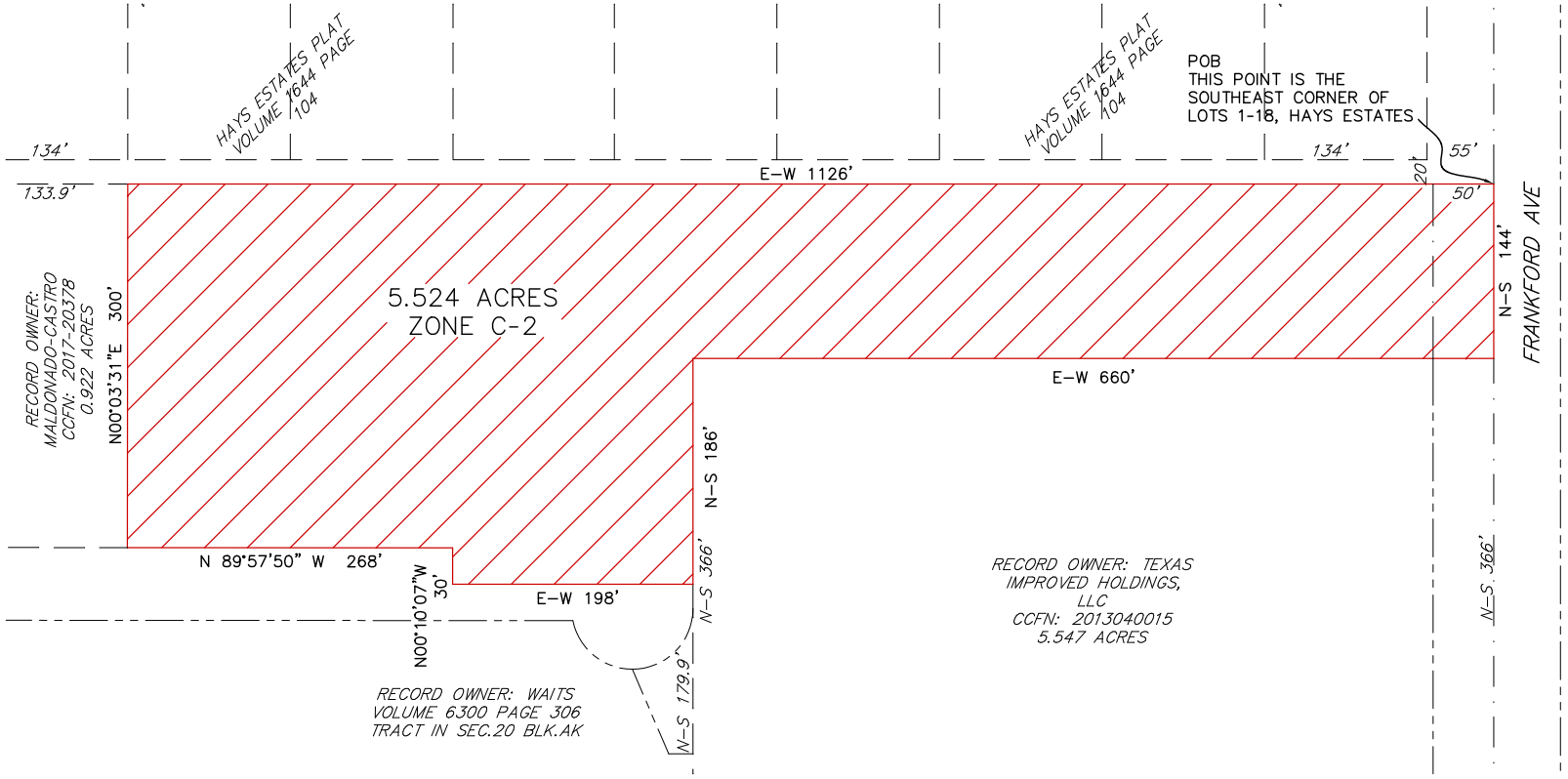
Thence East, leaving said 0.922 acre tract, with the South line of said 20 foot alley, and with the South plat limits of said Hays Estates, approximately 1126 feet to the Point of Beginning.

Field Notes prepared for zone case purposes only. This does not represent an accurate survey made on the ground.

Delta Land Surveying Job No. 23426 August 3, 2023

ZONE CASE SKETCH

ON A 5.524 ACRE TRACT OUT OF SECTION 20, BLOCK AK, LUBBOCK COUNTY, TEXAS



SCALE: 1" = 100'

SURVEYED FOR:
K'LEIGH HERNANDEZ

N

0 100 200

FOR ZONE CASE PURPOSES ONLY.
THIS DOES NOT REPRESENT A TRUE AND
ACCURATE SURVEY ON THE GROUND

DELTA LAND SURVEYING, LLC
FIRM # 10194496
DELTA ENGINEERING, LLC
FIRM # F-22948
1310 JARVIS STREET
LUBBOCK, TX 79403
806-701-5707
WWW.DELTALBK.COM

DRAFTED BY: RJK REV. BY: JN

Planning Department
City of Lubbock

Staff Report	Zone Case 3205-A
City Council Meeting	September 26, 2023

Applicant Seventeen Services, LLC

Property Owner Paradise Business Park, LLC

Council District 5

Recommendations
- Staff recommends approval of this request.

Prior Board or Council Action
- December 4, 2008, Ordinance No. 2008-O0104: The subject property was annexed into city limits and zoned Transition District (T).
- May 9, 2013, Zone Case 3205, Ordinance No. 2013-O0048: The subject property was zoned from T to Interstate Highway Commercial District (IHC).
- September 7, 2023, Zone Case 3205-A: The Planning and Zoning Commission recommended approval of a zone change from IHC to Local Retail District (C-2) by a vote of 7-1-0.

Notification Summary
- Notifications Sent: 19
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History
The subject property is currently unplatted.

Adjacent Property Development
The subject property is surrounded by Single-Family Residences, zoned Transition District (T) to the north with additional residential properties, zoned T, to the south and west and vacant land, zoned Local Retail District (C-2) to the east.

Item Summary
The subject property is generally located west of Frankford Avenue and South of 116th Street. The applicant is requesting a zone change from Interstate Highway Commercial District (IHC) to Local Retail District (C-2).

Current zoning: **Interstate Highway Commercial District (IHC)**

Requested zoning: **Local Retail District (C-2)**

Intent Statements
The intent of the current IHC zoning is "…to provide for quality commercial office, retail and wholesale uses which serve a city-wide or regional area. Such uses require careful consideration when adjacent to residential areas."

The intent of the proposed C-2 zoning is"… to provide limited local retail and service commercial uses which serve one of several neighborhoods. Such districts may be located on existing thoroughfares or at the intersections of major thoroughfares."

Traffic Network/Infrastructure Impacts
The location is generally located west of Frankford Avenue, which is designated as a Minor Arterial and south of 116th Street, which is designated as a Local Street by the Master Thoroughfare Plan, 2018. Arterial Streets are continuous routes whose function is to serve high volume needs of local traffic and regional traffic. Local Streets 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 this area for Low Density Residential land uses. While the proposed zone change to C-2 is not consistent with this designation, it is appropriate in this location and consistent with the Comprehensive Plan Principles. C-2 zoning is appropriate along a thoroughfare and is a more restrictive zoning district than the existing IHC zoning.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance due to the current IHC zoning.

Suitability of Property for Allowed Uses
No infrastructure improvements would be necessary to accommodate the uses allowed with C-2 zoning.

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

Cassie Bermea
Planner
Planning Department
806-775-2097
cassiebermea@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3205-A

Allowable Uses: Local Retail District (C-2)

Transportation: The proposed development has points of access from Frankford Avenue and 117th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Frankford Avenue, *Minor Arterial, Partially Completed*	R.O.W. 106 feet, 2 lanes, undivided, paved	R.O.W. 110 feet, 5 lanes, undivided, paved
117th Street, *Local Street, Incomplete*	R.O.W. 60 feet, 2 lanes, undivided, unpaved	R.O.W. 60 feet, 2 lanes, 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

District 5

5.9 **Zone Case 3205-A:** Seventeen Services, LLC for Paradise Business Park, LLC, request for a zone change from Interstate Highway Commercial District (IHC) to Local Retail District (C-2), at:

- Generally located west of Frankford Avenue and south of 116th Street, on 5.524 acres of unplatted land out of Block AK, Section 20.

PLANNER CASSIE BERMEA stated there was nineteen (19) notifications sent out and zero (0) returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT KAYLEE HERNANDEZ, 1500 Broadway, Suite 203, with Seventeen Services, advised the client wants to do a mix of garden offices and a shopping center on the east portion of the property, which would need to align with C-2 for the NC zoning under the UDC. C-2 is more flexible in the UDC.

IN OPPOSITION LESA RAMBY, 5813 116th Street, noted the subject property is right behind her alley. The traffic is not going to travel down that skinny portion to get to the property, but rather, they will be using her road. It is only a half-acre wide. She has lived in the neighborhood for 31 years and it is so quiet. That will change if this zone change is allowed. She cannot fathom how they can put commercial in an acre-deep parcel. There won't

be enough parking. The only positive that will come out of it, is the area will finally be cleaned up. It is a mess, with weeds taller than her.

CHAIR SAWYER clarified there is an alley that separates the properties running east and west on the north side of the subject property and the south side of the residential homes facing 116th Street.

CHAIR SAWYER asked if, regardless of the use, a fence would have to be put up there, and staff replied in the affirmative.

APPLICANT KAYLEE HERNANDEZ mentioned the plans are not to access the property through the alley. Access will be off of Frankford Avenue. The little strip is wide enough to allow for a twenty-foot buffer yard and a fire lane access to the entire development. The concentration is on the east side of the development as a means of access.

JAMES BELL asked for the zoning of the home on the west side of the subject property, and staff advised it is zoned Transition District (T).

IN OPPOSITION PATRICIA CASTRO, 5918 117th Street, advised she visited with someone from the City, and was told 117th Street will likely be an access to the proposed shopping center. It could possibly also become a cul-de-sac. **MS. CASTRO** asked if a fence would be required. When buying the property, she did not know the zoning of the home, but she did not envision being in such close proximity to a commercial shopping center. With the only entrance as Frankford Avenue, in the event of an emergency, there is only one exit, which is a big safety concern.

CHAIR SAWYER asked staff if the developer would be required to put up a masonry or wood fence at a minimum height of six-feet, and staff replied in the affirmative, adding that a buffer yard is also going to be required.

JORDAN WHEATLEY asked staff to explain the current zoning, of the property, IHC.

PLANNING DIRECTOR KRISTEN SAGER replied that IHC allows many more uses than the requested C-2 zoning. It allows the typical commercial uses such as retail sales, grocery stores, gyms, restaurants, but it also allows bars, night clubs, and more intense uses like automotive body shops.

JORDAN WHEATLEY stated that he understands the concern of a C-2 zoning request, but as of right now with its current zoning, it could be much worse.

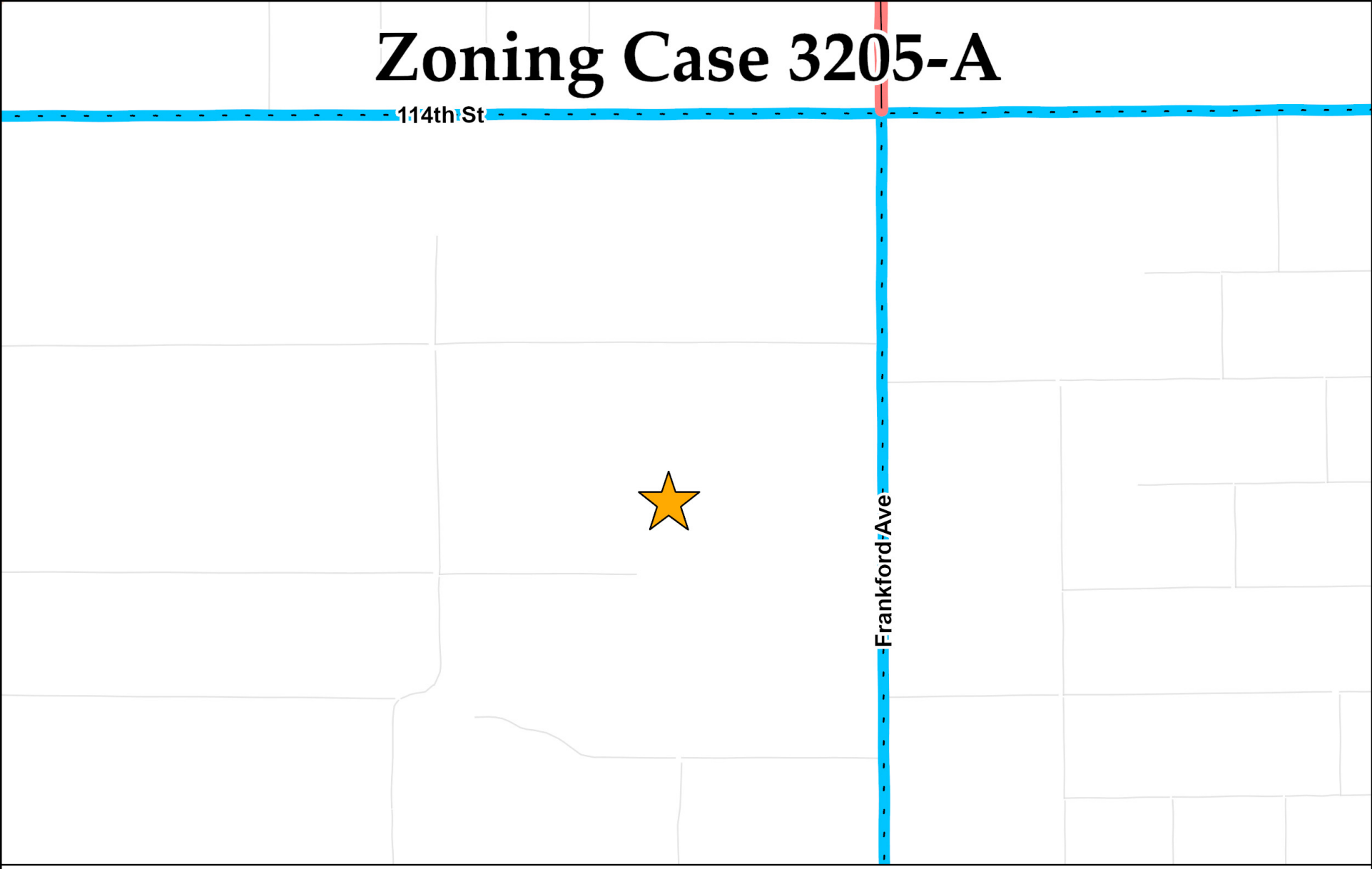
No one spoke in favor of the request.

JAMES BELL understands the concerns, but the downzone is a positive.

In the matter of **Zone Case 3205-A,** 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 1 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

BRANDON HARDAWAY cast the vote in opposition.

Zoning Case 3205-A

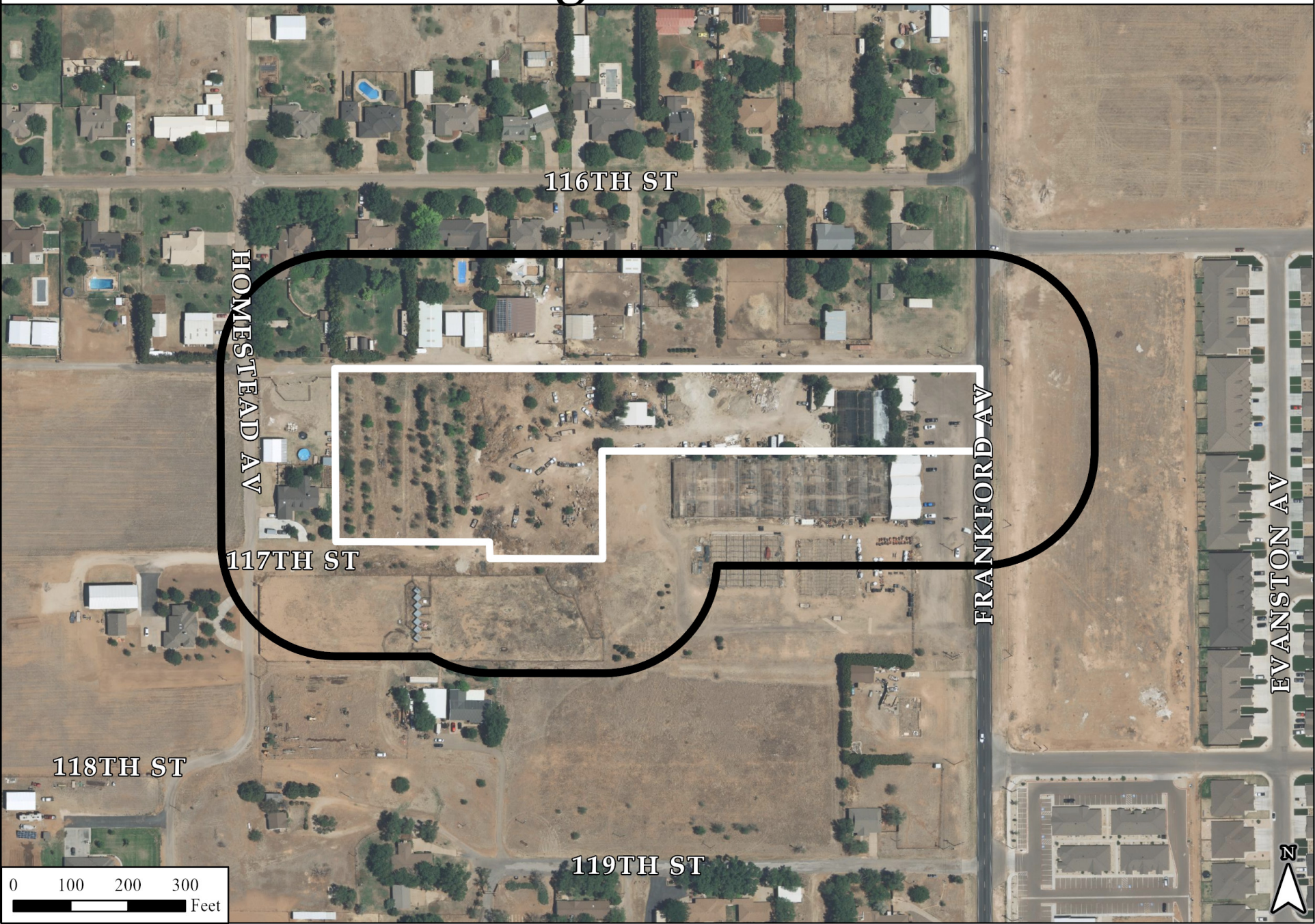


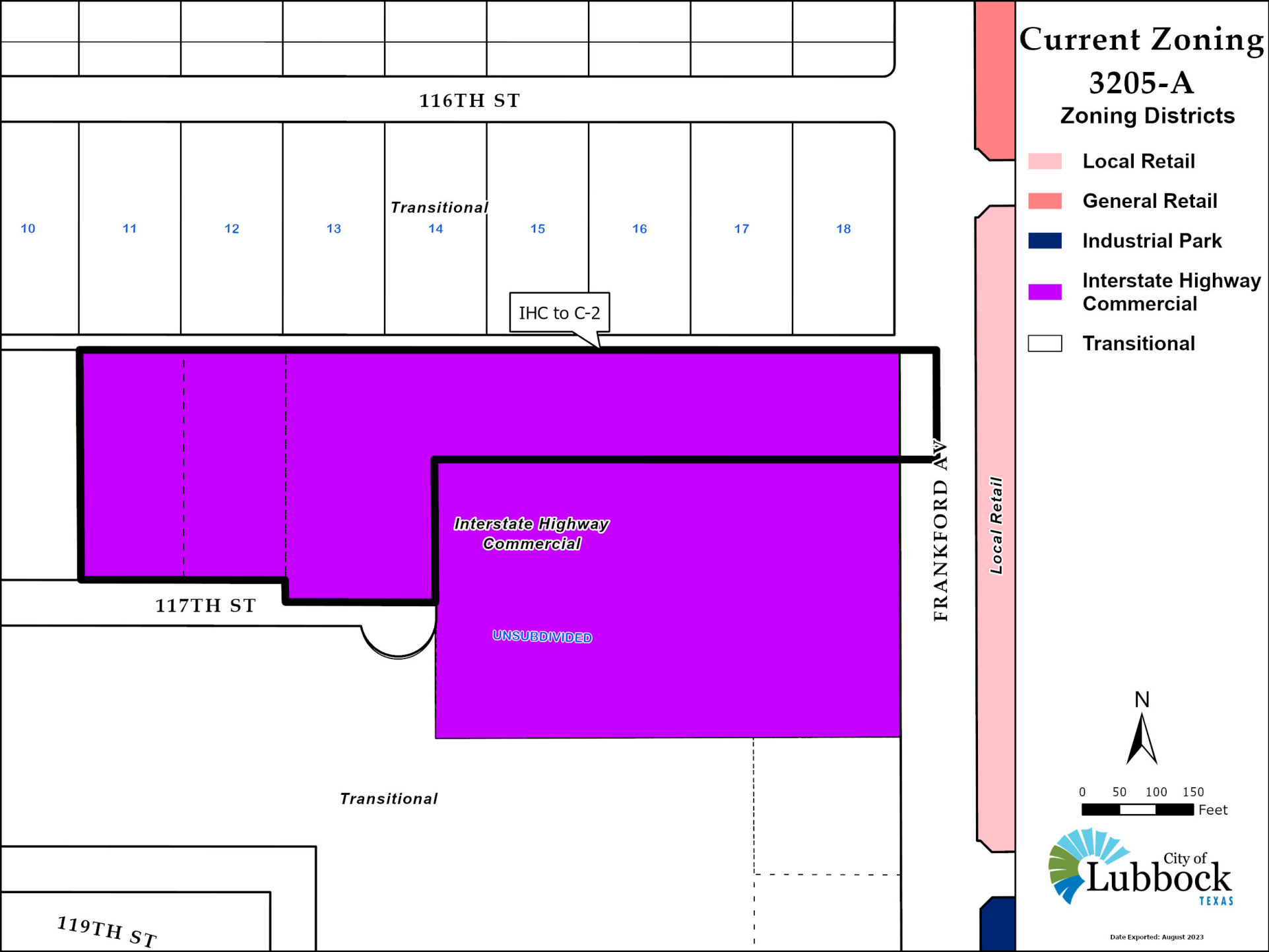
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

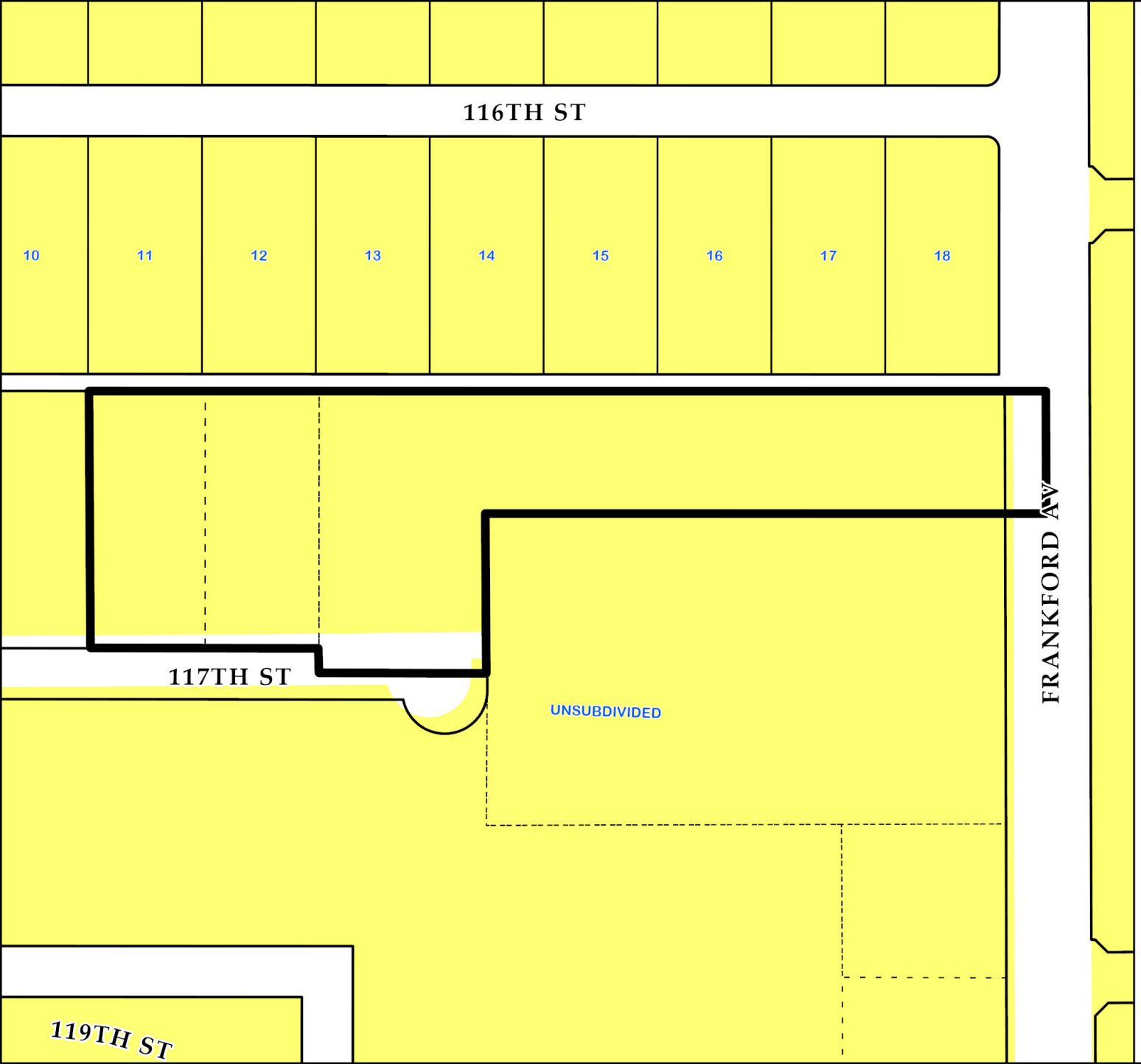
N
W E
S

Date Exported: August 2023

Zoning Case 3205-A




116TH ST
10
11
12
13
Transitional
14
15
16
17
18
IHC to C-2
Interstate Highway Commercial
UNSUBDIVIDED
117TH ST
FRANKFORD AVE
Local Retail
Transitional
119TH ST
Current Zoning
3205-A
Zoning Districts
Local Retail
General Retail
Industrial Park
Interstate Highway Commercial
Transitional
N
0 50 100 150
Feet
City of Lubbock TEXAS
Date Exported: August 2023



Future Land Use Plan
Case 3205-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 50 100 150 200 Feet

City of Lubbock TEXAS

Date Exported: August 2023

West View—Subject Property

East View.

North View

South 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: R44868,R159892,R152548 - 11706 Frankford Ave. & 5812 117th St.

Lots/Tracts: BLK AK SEC 20 AB 707 TR A19, A26, A30, A29

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☒ Total Acreage of Request: 5.524

Existing Land Use: Industrial Non-Manufacturing & Vacant Land Existing Zoning: IHC

Requested Zoning: C2

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Seventeen Services, LLC

Name: Tyler Gentry

Address: 1500 Broadway Suite 203 City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-787-8533 Email: tyler@17services.com

Applicant's Signature: Tyler Gentry

Date: 08/03/2023 Printed Name: Tyler Gentry

Owner Information

Firm Name: Paradise Business Park, LLC

Owner: Barry Orr and Jay Taylor

Address: 3403 107th St. City: Lubbock State: TX

ZIP Code: 79423 Telephone: _____ Email: barry@orrco.finance

Property Owner's Signature: Jay Taylor

Date: 08/03/2023 Printed Name: Barry Orr

Preparer Information

Preparer's Signature: M. Eldridge

Date: 08/03/2023 Printed Name: Michelle Eldridge

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 6): Consider Ordinance No. 2023-O00131, for Zone Case 3175-G, a request of SK Architecture Group for 806 Land Group LLC, for a zone change from Restricted Local Retail District (C-2A) and Reduced Setback Single-Family District (R-1A) to High-Density Apartment District (A-2), at 5914 Erskine Street, located north of Erskine Street, and west of North Genoa Avenue, on 3.475 acres of unplatted land out of Block JS, Section 7.

Item Summary

On September 26, 2023, the City Council approved the first reading of the ordinance by a vote of 6-1-0.

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 this request. The Planning and Zoning Commission heard this case on September 7, 2023, and recommended approval of the request by a vote of 4-3-1.

Fiscal Impact

None

Staff/Board Recommending

Planning and Zoning Commission
Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

8.16 ZC3175-G_Ordinance
8.16 ZC3175-G_Report
8.16 ZC3175-G_Documentation

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. 3175-G; A ZONING CHANGE FROM C-2A AND R-1A TO A-2 ZONING DISTRICT AT 5914 ERSKINE STREET, LOCATED NORTH OF ERSKINE STREET, AND WEST OF NORTH GENOA AVENUE, ON 3.475 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, SECTION 7, 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. 3175-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-2A and R-1A** to **A-2** zoning district at **5914 Erskine Street, located north of Erskine Street, and west of North Genoa Avenue, on 3.475 acres of unplatted land out of Block JS, Section 7,** 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3175-G
September 7, 2023

Exhibit "A"

Metes and Bounds description of a 3.475 acre tract of land, being a portion of the tract described in County Clerk File Number (CCFN) 2018044829, Official Public Records of Lubbock County, Texas (OPRLCT), being out of Section 7, Block JS, Lubbock County, Texas, and being more particularly described as follows:

Beginning at a point in the East line of the tract described in CCFN 2022016016, OPRLCT, for the Southwest corner of Uptown West, Lots 222 Through 267, An Addition to the City of Lubbock, Lubbock County, Texas, recorded in CCFN 2022003893, OPRLCT, for the Northwest corner of this tract, whence the Southeast corner of said Section 7 is called to bear S01°48’02”W, approximately 348.1 feet and S88°11’58”E, approximately 1810.3 feet;

Thence S88°11’58”E, leaving said tract described in CCFN 2022016016, with the South line of said Uptown West, approximately 507.8 feet to a point in the West line of Tract “A”, Police Department North Substation Addition to the City of Lubbock, Lubbock County, Texas, recorded in CCFN 2020018899, OPRLCT, for the most Southerly Southeast corner of said Uptown West, and for the Northeast corner of this tract;

Thence S01°47’44”W, leaving said Uptown West, with the West line of said Tract “A”, at approximately 293.1 feet pass the Southwest corner of said Tract “A”, continuing for a total distance of approximately 298.1 feet to a point in the North line of Erskine Street, recorded in CCFN 2022053951, OPRLCT, for the Southeast corner of this tract;

Thence N88°11’58”W, with the North line of said Erskine Street, approximately 507.8 feet to a point in the East line of said tract described in CCFN 2022016016 for the Southwest corner of this tract;

Thence N01°47’44”E, leaving said Erskine Street, with the East line of said tract described in CCFN 2022016016, approximately 298.1 feet to the Point of Beginning.

Field Notes prepared for zone case purposes only. This does not represent an accurate survey made on the ground.

July 12, 2023

Planning Department
City of Lubbock

Staff Report	Zone Case 3175-G
City Council Meeting	September 26, 2023

Applicant SK Architecture Group

Property Owner 806 Land Group LLC

Council District 6

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- April 26, 1973, Ordinance No. 6596: The subject property was annexed into the City Limits and zoned Single-Family District (R-1).
- September 13, 2018, Zone Case 3175-C, Ordinance No. 2018-O0106: The subject property was rezoned from Single-Family District (R-1) to High-Density Apartment District (A-2).
- September 15, 2021, Zone Case 3175-F, Ordinance No. 2021-O0119: The subject property was rezoned from High-Density Apartment District (A-2) to Restricted Local Retail District (C-2A).
- September 7, 2023 Zone Case 3175-G: The Planning and Zoning Commission recommended approval of a request to rezone the subject property from Restricted Local Retail District (C-2A) and Reduced Setback Single-Family District (R-1A) to High-Density Apartment District (A-2) by a vote of 4-3-1.

Notification Summary

- Notifications Sent: 30
- Received In Favor: 1
- Received In Opposition: 11 (1 from outside notification boundary)

Site Conditions and History

The subject property is unplatted and vacant.

Adjacent Property Development

Properties to the south and west are zoned Single-Family District (R-1), with Reduced Setback Single-Family District (R-1A) to the north, and High-Density Apartment District (A-2) Specific Use for a police station to the east. There are homes to the north, west and south, and a Police Department substation to the east.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 5914 Erskine Street, located north of Erskine Street, and west of North Genoa Avenue, on 3.6762 acres of unplatted land out of Block JS, Section 7.The applicant is requesting a zone change from Restricted Local Retail District (C-2A) to High-Density Apartment District (A-2).

Current zoning: **Restricted Local Retail District (C-2A)**
Reduced Setback Single-Family District (R-1A)

Requested zoning: **High-Density Apartment District (A-2)**

Intent Statements
The intent of the current C-2A zoning is "…to provide limited local retail and service commercial uses which serve one or several neighborhoods. Such districts may be located on existing shallow commercial centers adjacent to thoroughfares."

The intent of the requested A-2 zoning is "…to promote high-density multi-family developments and compatible land uses in harmony with lower-density uses. The regulations are designed to provide the occupants with safe and convenient housing within an aesthetically pleasing environment in proper relationship to adjacent land uses."

Traffic Network/Infrastructure Impacts
The location is along Erskine Street, which is designated as a Principal Arterial by the Master Thoroughfare Plan 2018. Arterials provide connectivity across the transportation network and are continuous routes whose function is to serve high volume needs to local traffic and regional traffic.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Low Density Residential land uses. While the request does not conform to this designation, it would be appropriate next to adjacent land uses and along a major thoroughfare. 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. The property is located along a major thoroughfare and is appropriate adjacent to nearby residential uses.

Suitability of Property for Allowed Uses
The property may be suitable for the proposed use, though additional improvements may 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

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3175-G

Allowable Uses: High-Density Apartment District (A-2)

Transportation: The proposed development has a proposed point of access from Erskine Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Erskine Street, *Principal Arterial, Partial*	R.O.W. 20 feet, 2 lane, undivided, paved.	R.O.W. 110 feet, 5 lane, undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 6

5.14 **Zone Case 3175-G:** SK Architecture Group for 806 Land Group LLC, request for a zone change from Restricted Local Retail District (C-2A) and Reduced Setback Single-Family District (R-1A) to High-Density Apartment District (A-2), at:

- 5914 Erskine Street, located north of Erskine Street, and west of North Genoa Avenue, on 3.475 acres of unplatted land out of Block JS, Section 7.

PLANNER SHANE SPENCER stated there were thirty (30) notifications sent out with one (1) returned in favor and ten (10) returned in opposition, one of which was outside the 200' notification boundary. The letters of opposition stated concerns about traffic and noise. They also mentioned a preference for the commercial uses over the apartment use. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT GABRIEL SANCHEZ, 6302 70th Street, with SK Architecture Group, stated the design intent of the apartments is for high-end, boutique-style apartments that have an open plan concept. The firm is working to address all matters of concern, including creating a line-of-sight diagram, which will help alleviate those concerns. It is a to-scale reference that depicts what the true distance will look like from a certain point of view. For example, if a six-foot tall person was standing on a 24-foot tall balcony, the result of what they would actually be able to see from that point looking toward the neighborhood is depicted to scale. The alleyway and fences are taken into consideration as well. There is consideration to plant trees along the north property line to help the homeowners feel more comfortable with the

proposal. The total setback from the north property line is going to be 60 feet. So there will be a six-foot fence, a bufferyard, and then a parking lot between the structure and the neighborhood.

IN OPPOSITION ANDRES HURTADO, stated he owns the property to the west. He moved there five years ago as it is so close to the hospital and the neighborhood is quiet. The area has changed a lot in five years. He constantly has to pick up trash. The kids cannot run around the lot freely since people have jumped his fence before. More people equals more stress. He just wanted to live in a quiet area that is close to his work so he can take care of his patients.

IN OPPOSITION LISA MUSE, 972 Kirby Road, Clovis, New Mexico, stated that she owns both 5905 and 5909 Fordham Street, both on the fence line. When she purchased the properties for her daughters in May, they were told the subject property would be a retail shopping center. With apartments, those tenants will be able to see directly into the backyards of her daughters' homes. That is an invasion of privacy. She talked to the other residents in the neighborhood and they are all opposed to the apartments. The shared concerns are security, privacy, decreasing property values, traffic, and noise.

IN OPPOSITION JESS BROCKMAN, 5909 Fordham Street, stated that he rents his home from his mother-in-law. The home is on a quiet, small, double cul-de-sac. The yards are very open. There is no way people won't be able to see directly in the backyard. His family will have no privacy. He appreciates the developer trying to appease the situation by adding trees, but he would not feel comfortable letting his kids play in the backyard. These homes are in a safe neighborhood located next to a police station. The privacy, safety, and value of the land should be considered.

IN FAVOR JASON NESLONY, 8345 Upland Avenue, stated he is the builder on this project. He is trying to create something outside of the norm. He and SK Architecture team up well and have some really cool ideas for the space. The plan is for apartments, and there is probably going to be an increase in traffic. It will still give a very unique appeal to the subdivision and he does not agree that it will negatively affect property values. Addressing the trash concerns, he stated there are pockets along the fence line which are perfect for trash receptacles, and the property will have ground maintenance to keep its high standard of beauty. He wants to be a good neighbor. They have a plan for 30-foot tall dense trees and a lot of landscaping to create an acceptable level of privacy. There should be little to no views from the backside of the property.

SUSAN TOMLINSON asked **MR. NESLONY** if he met with any of the neighbors to show them the plans and if he has done other similar projects.

MR. NESLONY replied that they are not that far into the plans and this will be his first apartment complex project.

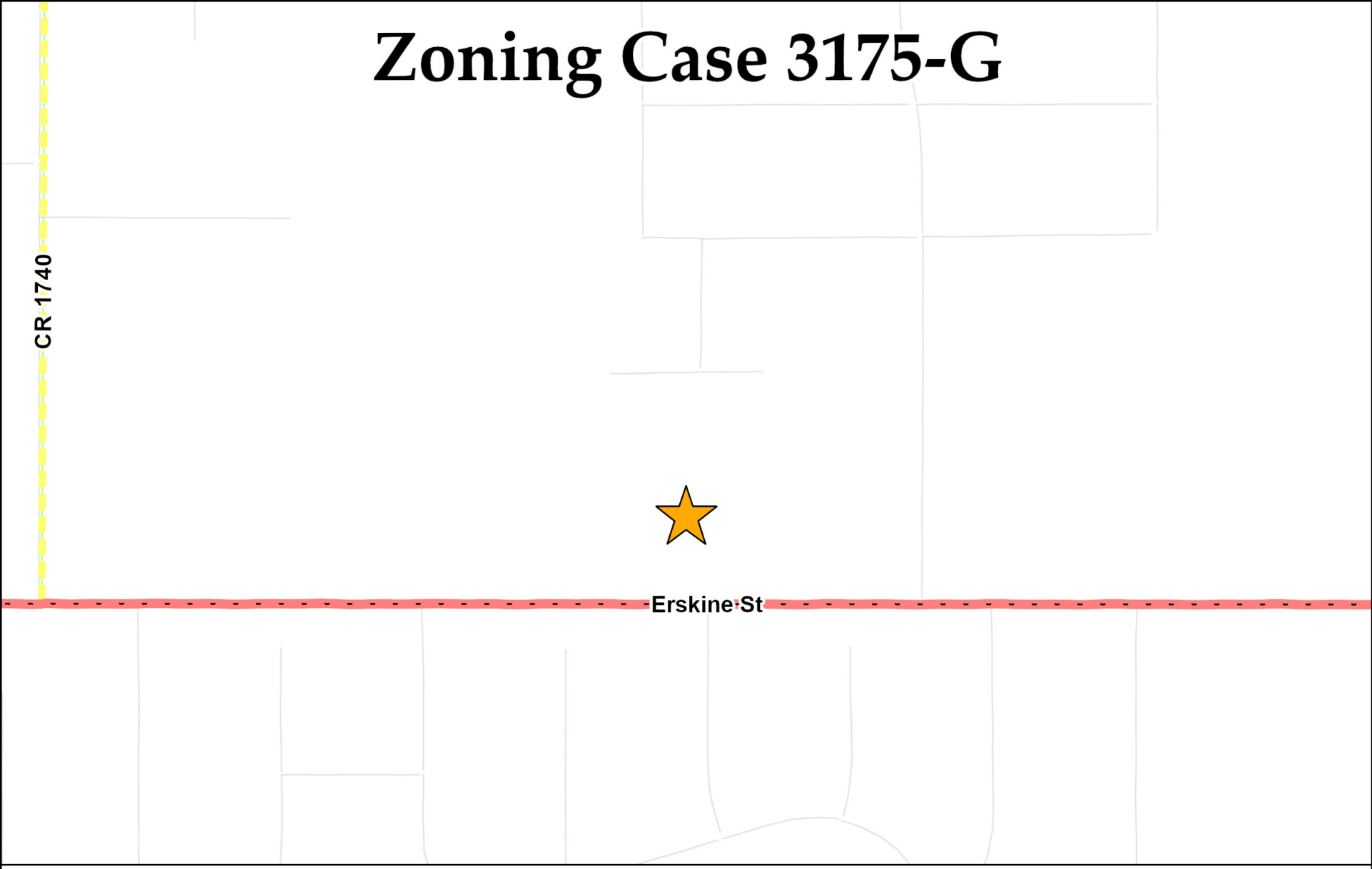
IN FAVOR WILL STEPHENS, 6515 68th Street, with AMD Engineering, pointed out the subject property was previously zoned A-2 before it was rezoned in September 2021 to C-2A. This project has a great team on it that cares about their product. They have taken steps to address the visibility concerns from the height of the structure.

In the matter of **Zone Case 3175-G** a motion to approve was made by **AVIRAJ PATEL** and seconded by **JAMES BELL** and the Commission members voted 4 (in favor) to 3 (in opposition) to approve the motion. The request is approved. The item will be forwarded to City Council for consideration.

TERRI MORRIS, RENEE CAGE, AND BRANDON HARDAWAY cast the votes in opposition.

JORDAN WHEATLEY recused from the case.

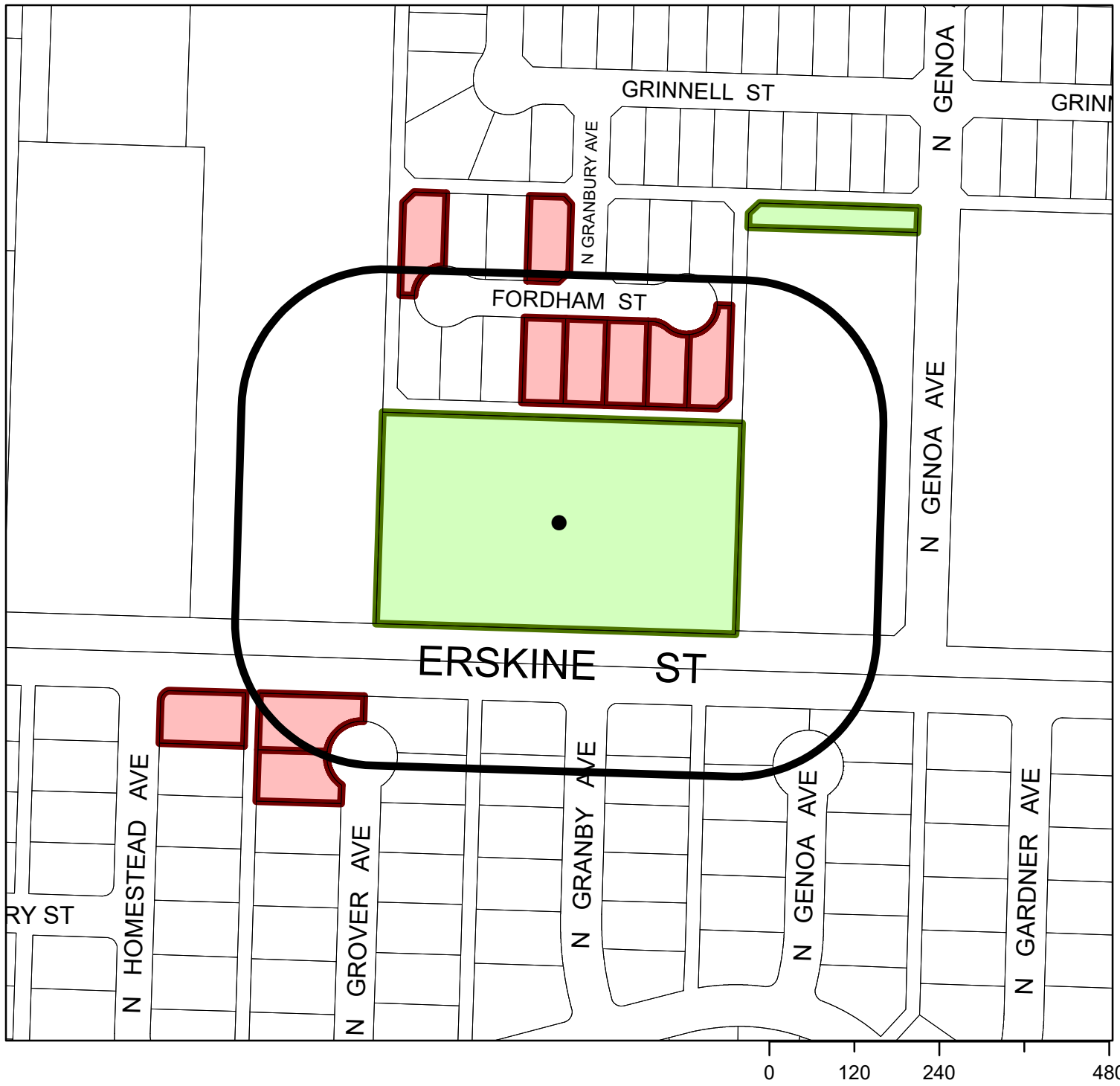
Zoning Case 3175-G



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
W E
S

Date Exported: August 2023



PZC Mailout Notifications Received

N

Legend

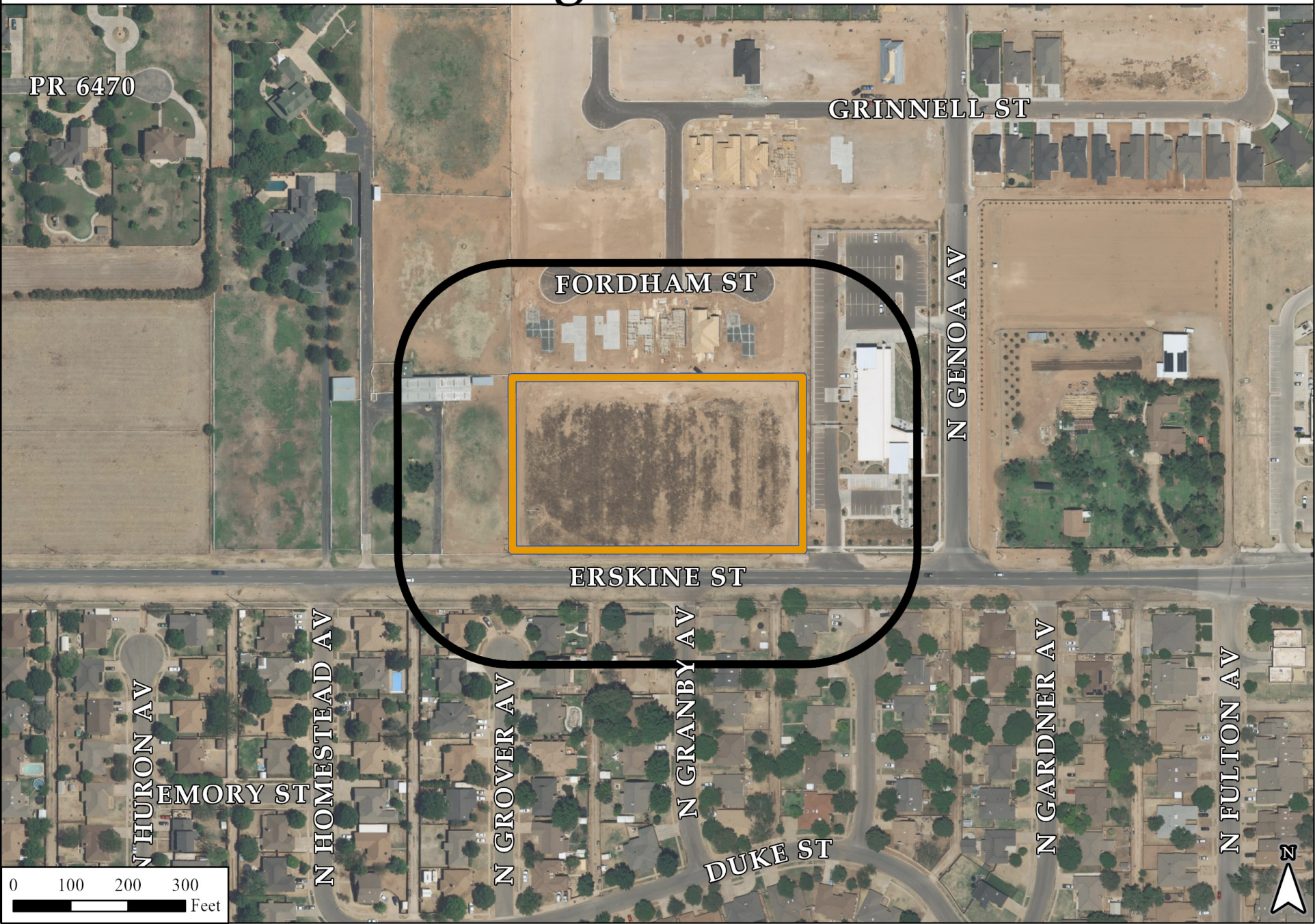
- LocatorPnt3175_G
- MailoutBuffer3175_G

Notification Result

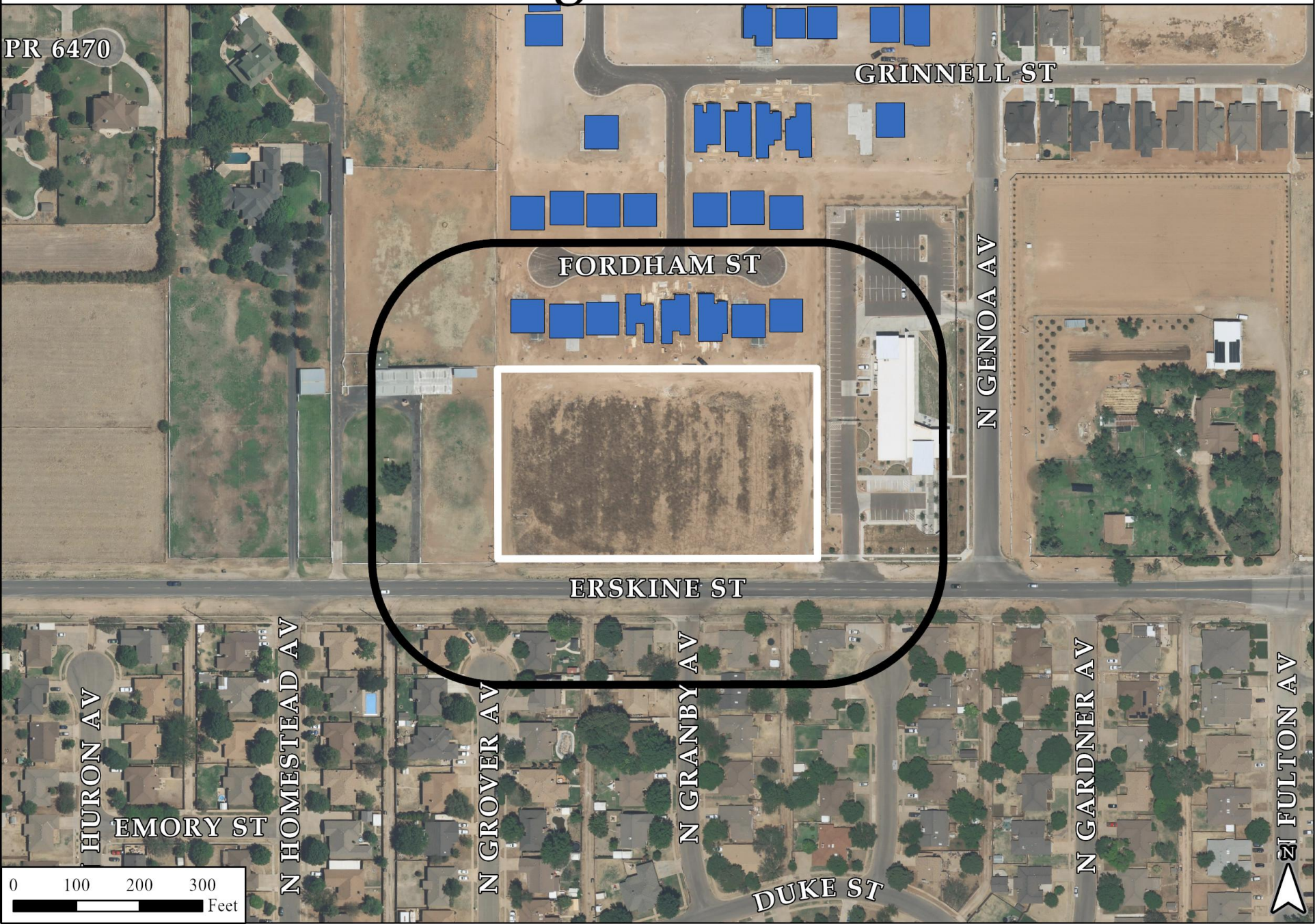
- In Favor
- Opposed

Created by Planning Department
Date: 9/11/2023

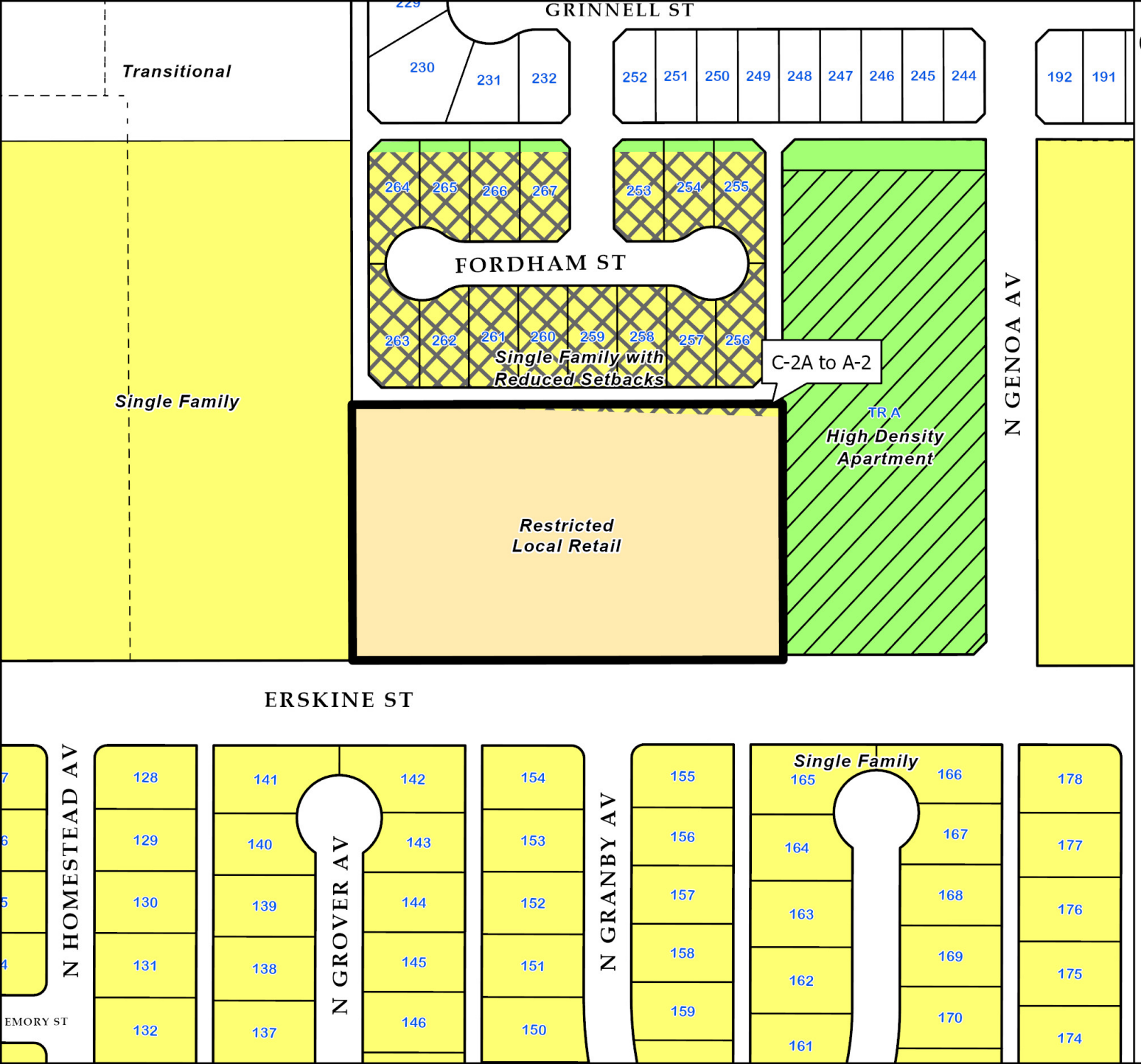
Zoning Case 3175-G



Zoning Case 3175-G



Parkview
Pediatric Dentistry
Lubbock Police
Department North...
Creative Learning Center
2D



Current Zoning

3175-G

Zoning Districts

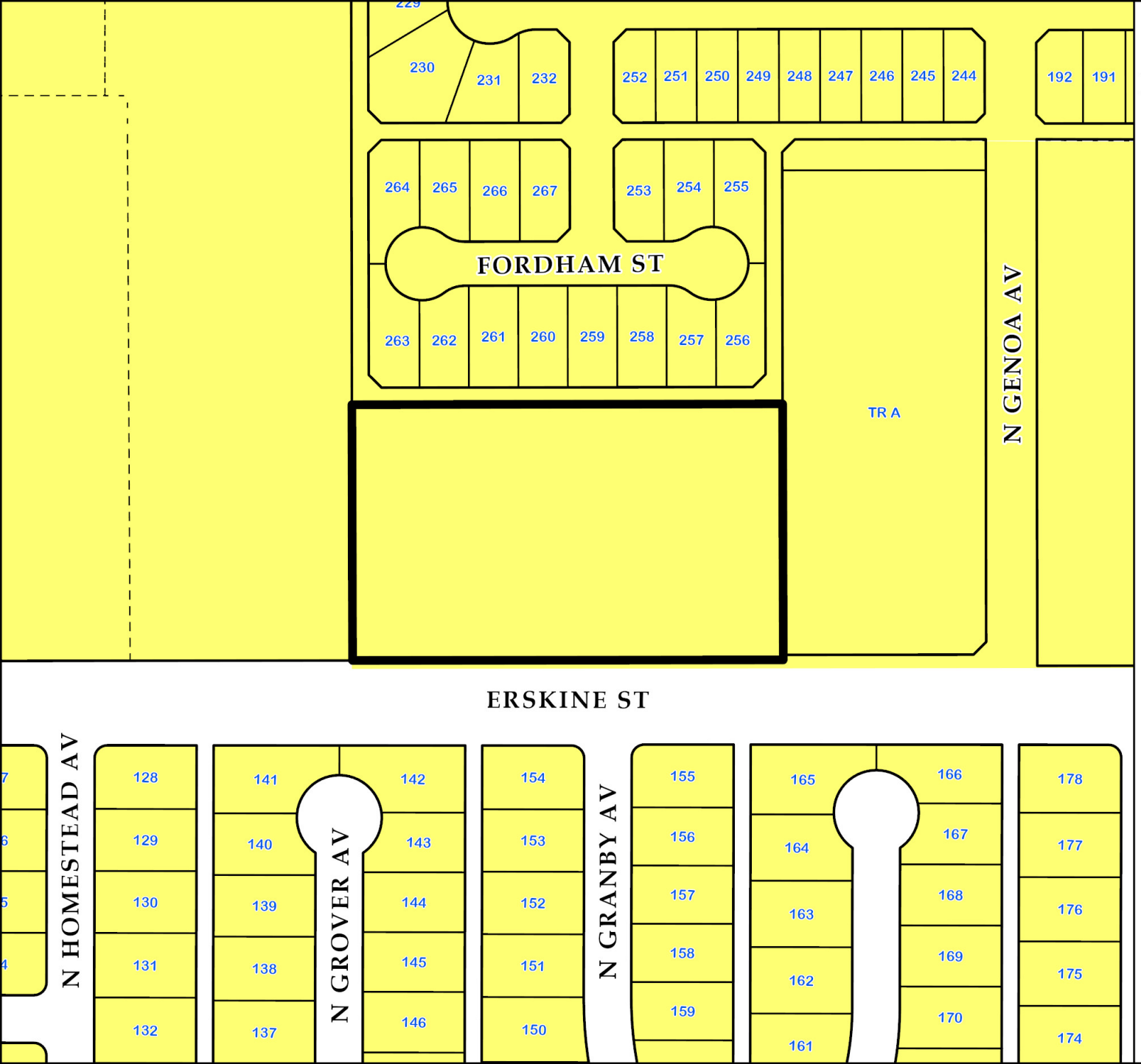
- High Density Apartment
- High Density Apartment Specific Use
- Restricted Local Retail
- Single Family
- Single Family with Reducded Setbacks
- Transitional

N

0 50 100 150 Feet

City of Lubbock TEXAS

Date Exported: August 2023



Future Land Use Plan
Case 3175-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 50 100 150 200 Feet

City of Lubbock TEXAS

Date Exported: August 2023

3175-G

View to the north. Subject Property.

View to the east.

View to the south.

View to the west.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address:_____

Lots/Tracts:_____

Survey & Abstract:_____

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request:_____

Existing Land Use:_____ Existing Zoning:_____

Requested Zoning:_____

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: Lori Martin

Date:_____ Printed Name:_____

Owner Information

Firm Name:_____

Owner:_____

Address:_____ City:_____ State:_____

ZIP Code:_____ Telephone:_____ Email:_____

Property Owner's Signature: Jordan Wheatley

Date:_____ Printed Name:_____

Preparer Information

Preparer's Signature: Lori Martin

Date:_____ Printed Name:_____

For City Use Only

Zone Case No:_____ Planning and Zoning Commission Date: _____

Request for zoning change from:_____ To:_____

Lots:_____ Blocks:_____

Addition:_____

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

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.

ARCHITECTURE GROUP
COMMERCIAL | RESIDENTIAL | DEVELOPMENT

Lori Martin
SK Architecture Group, LLC
6302 70th Street
Lubbock, TX 79424
O: 806.300.8151 ext. 701
lori@skarchgroup.com

July 6, 2023

Planning and Zoning Department
City of Lubbock
1314 Avenue K
Lubbock, Texas 79401

To Whom It May Concern,

We would like to request a zoning change for the property at 5914 Erskine St. from C-2A to A-2 (or HDR in UDC) in order to have the option of building multi-family residences at this location.

Sincerely,

Lori Martin
Lead Project Designer, Commercial Division
O: 806.300.8151 ext. 701
lori@skarchgroup.com

Metes and Bounds description of a 3.475 acre tract of land, being a portion of the tract described in County Clerk File Number (CCFN) 2018044829, Official Public Records of Lubbock County, Texas (OPRLCT), being out of Section 7, Block JS, Lubbock County, Texas, and being more particularly described as follows:

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Thence S88°11'58"E, leaving said tract described in CCFN 2022016016, with the South line of said Uptown West, approximately 507.8 feet to a point in the West line of Tract "A", Police Department North Substation Addition to the City of Lubbock, Lubbock County, Texas, recorded in CCFN 2020018899, OPRLCT, for the most Southerly Southeast corner of said Uptown West, and for the Northeast corner of this tract;

Thence S01°47'44"W, leaving said Uptown West, with the West line of said Tract "A", at approximately 293.1 feet pass the Southwest corner of said Tract "A", continuing for a total distance of approximately 298.1 feet to a point in the North line of Erskine Street, recorded in CCFN 2022053951, OPRLCT, for the Southeast corner of this tract;

Thence N88°11'58"W, with the North line of said Erskine Street, approximately 507.8 feet to a point in the East line of said tract described in CCFN 2022016016 for the Southwest corner of this tract;

Thence N01°47'44"E, leaving said Erskine Street, with the East line of said tract described in CCFN 2022016016, approximately 298.1 feet to the Point of Beginning.

Field Notes prepared for zone case purposes only. This does not represent an accurate survey made on the ground.

July 12, 2023

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.:** ***3175-G***

In Favor ✓

Opposed ____

Reasons and/or Comments:

806 LAND GROUP

Print Name JORDAN WHEATLEY

Signature: [signature]

Address: 3917 114th STREET, LUBBOCK, TX 79423

Address of Property Owned: 5914 ERSKINE AVE, LUBBOCK.

Phone Number: 806 781 7928

Email: JORDAN@JWLUBBOCK.COM

Zone Case Number: **3175-G** R333485 Recipient 24 of 30
806 LAND GROUP LLC
3917 114TH ST
LUBBOCK TX 79423-8223

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.

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3175-G***

In Favor ____

Opposed ✓

Reasons and/or Comments:

To much traffic!!
LongTerm DeValuation Of property!!

Print Name Jeffery L. Brunner

Signature: Jeffery L. Brunner

Address: 513 - N. Grover

Address of Property Owned: 513 - N. Grover

Phone Number: (806) 319-0695

Email: JBrunnerX4@Gmail.Com

Zone Case Number: **3175-G** R101126

Recipient 28 of 30

BRUNNER, JEFFERY L
513 N GROVER AVE
LUBBOCK TX 79416-3301

RECEIVED
AUG 31 2023
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.:** ***3175-G***

In Favor ____

Opposed ✓

Reasons and/or Comments:

An apartment complex directly behind our house is more likely to bring too much noise and a lot more traffic to the area.

Print Name Carmen Sikes

Signature: Carmen Sikes

Address: 5903 Fordham St. Lubbock, TX 79416

Address of Property Owned: Same

Phone Number: 806-620-4823

Email: carmen32018@hotmail.com

Zone Case Number: **3175-G** R344305 Recipient 1 of 30

SIKES MICHAEL & CARMEN
5903 FORDHAM ST
LUBBOCK TX 79416

RECEIVED
SEP 06 2023
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3175-G***

In Favor ____

Opposed ✓

Reasons and/or Comments:

Print Name Arthur Stanton Matthes

Signature: Arthur S. Matthes

Address: 511 N. Grover Avenue, Lubbock, TX 79416

Address of Property Owned: 511 N. Grover Avenue

Phone Number: 806-787-4463

Email: _____

Zone Case Number: **3175-G** R101109 Recipient 4 of 30

MATTHES, ARTHUR STANTON
511 N GROVER AVE
LUBBOCK TX 79416-3301

RECEIVED
SEP 01 2023
BY: _____

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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SEP 06 2023
BY:

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3175-G***

In Favor ____

Opposed X

Reasons and/or Comments: We were told when we purchased this property that this area was going to be developed as a retail strip mall of some sort. This is not a large area, and thus, the apartments would obviously have to be more than one story and close to our property line. This feels like an invasion of our privacy. We bought this home for our daughter who is a student, and we were drawn to it because of the location and the feeling that this would be a safe neighborhood for her to be in. If apartments are allowed to be built, she will have no privacy in her own back yard! There are a lot of crazy people out there today, and the thought of having people peering into her home & the back yard is very unsettling! We are strongly opposed to this and would not have purchased a home in this particular location. This is a large investment for us, and we feel like this will not only invade our privacy but could effect the ~~value~~ resale of our home in the future.

Print Name Lisa M. Muse

Signature: Lisa M. Muse

Address: 972 Curry Rd 16, Clovis, NM 88101

Address of Property Owned: 5909 Fordham St., Lubbock

Phone Number: 575-760-8298

Email: todd@tmexpress.com

Zone Case Number: **3175-G** R344308 Recipient 13 of 30
MUSE BRIAN T & LISA M
972 CURRY RD 16
CLOVIS NM 88101

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

RECEIVED
SEP 06 2023
BY:

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.:** ***3175-G***

In Favor ___

Opposed X

Reasons and/or Comments: We were told when we purchased this property that this area was going to be developed as a retail strip mall of some sort. This is not a large area, and thus, the apartments would obviously have to be more than one story and close to our property line. This feels like an invasion of our privacy. We bought this home for our daughter to live in while she attends LCU, and we were drawn to it because of the location and the feeling that this would be a safe neighborhood for her to be in. If apartments are allowed to be built, she will have no privacy in her own back yard. There are a lot of crazy people in this world today, and the thought of having people peering into her home and the back yard is very unsettling. We are strongly opposed to this and would not have purchased a home in this location. This is a large investment for us, and we feel like this will not only invade our privacy but could effect the resale of our home in the future.

Print Name Lisa M. Muse

Signature: Lisa M. Muse

Address: 972 Curry Rd 16, Clovis, NM 88101

Address of Property Owned: 5905 Fordham St., Lubbock

Phone Number: 575-760-8298

Email: todd@tlmexpress.com

Zone Case Number: **3175-G** R344306 Recipient 8 of 30

MUSE BRIAN T & LISA M
972 CURRY RD 16
CLOVIS NM 88101

Shane Spencer

From: CityPlanning
Sent: Wednesday, September 6, 2023 7:56 AM
To: Shane Spencer
Subject: FW: Zoning case 2538-JJ Votes in this email

From: Monica Relvas <mrelvas@aol.com>
Sent: Sunday, September 3, 2023 7:52 PM
To: CityPlanning <cityplanning@mylubbock.us>
Subject: Zoning case 2538-JJ Votes in this email

WARNING: This message was sent from outside the City of Lubbock's email system.

It could contain harmful attachments or links to harmful web pages.

To whom it may concern,

My name is Monica Relvas. I am the owner of three homes on Fordham Street (closing on the third house next week, to be accurate). I have received the notices of the proposal for the construction of a high density apartment complex adjacent to our neighborhood.

I am opposed to such a plan and would like to cast 3 votes of opposition for the following properties:

5901 Fordham Street
5910 Fordham Street
5914 Fordham Street

After careful consideration, my concern is regarding the lack of privacy that we will have to endure in our own back yards if residents in these apartments can look straight into our yards and homes. We were not informed of such a possibility when we purchased these properties. This will directly impact our quality of life and safety as well. We also will see the value of our property drop significantly with high density housing bordering our peaceful single family homes and this will affect our livelihood.

Please take these 3 opposing votes into serious consideration before approving project.

Much appreciated,

Monica Relvas

Shane Spencer

From: CityPlanning
Sent: Wednesday, September 6, 2023 7:59 AM
To: Shane Spencer
Subject: FW: Zoning Reform

From: Garrett Moore <garrettmoore019@gmail.com>
Sent: Tuesday, September 5, 2023 11:25 AM
To: CityPlanning <cityplanning@mylubbock.us>
Subject: Zoning Reform

WARNING: This message was sent from outside the City of Lubbock's email system.

It could contain harmful attachments or links to harmful web pages.

Hello,

My name is Garrett Moore and I am the owner of 5907 Fordham St. Lubbock TX, 79416. I have received the letter in the mail about the zone change. I completely disagree with this and would like to oppose this change. This change will not only affect the privacy of my home being that my back windows and backyard would look right into those apartments. As well as the property value of my home.

I **DISAGREE** with this zone change and would like for this to not follow through.

Respectfully,
Garrett Moore

Shane Spencer

From: CityPlanning
Sent: Wednesday, September 6, 2023 8:00 AM
To: Shane Spencer
Subject: FW: Zoning Case 3175-G

-----Original Message-----
From: cahenzli@bajabb.com <cahenzli@bajabb.com>
Sent: Tuesday, September 5, 2023 4:40 PM
To: CityPlanning <cityplanning@mylubbock.us>
Subject: Zoning Case 3175-G

<p style="margin:0in;margin-bottom:.0001pt;font-size:16px;font-family:"Times New Roman",serif;text-align:center;">WARNING: This message was sent from outside the City of Lubbock's email system. <p style="margin:0in;margin-bottom:.0001pt;font-size:16px;font-family:"Times New Roman",serif;text-align:center;">It could contain harmful attachments or links to harmful web pages.

We are property owners of residence at 5916 Fordham St. We purchased this property in good faith at being assured the property that was still vacant on Erkstine Street would be high end commercial businesses. We bought on Fordham because it was a double cul de sac with low traffic. It was near the police station, absolutely no apartment complexes in the area. The builder met with us (Chad) bragging on this subdivision. Family residences, Hub homes. Our family member living there is female with two female roommates that were interviewed. They are serious college students with plans for their future. They all looked forward to an area where they would have quiet to study. Their lease says no parties, no alcohol, smoking, no drugs. They had all had enough of the business in the dorms. To all of a sudden allow greed to take over and bring in apartment complexes and all that goes along with that is wrong. We have been mislead and scammed. The property is only 3 acres approximately and you are cramming a bunch of out of control apartments in there?
What safe guards for our property values would there be? What is to keep the poeple crammed in that apartment complex from just walking through and trespassing in our properties. What about the beautiful quiet properties adjoining us? The horse corrals. Going to mess that up too?
Thank you for seriously considering our concerns on this issue. We are seriously disappointed and feel very betrayed!!
Mark and Laura Cahenzli
cahenzli@bajabbb.com
Sent from my iPhone - Laura Cahenzli

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3175-G***

In Favor ___

Opposed ✓

Reasons and/or Comments:

MORE DETAIL AS TO WHAT A-Z COVERS - IE SINGLE STORY? NUMBER OF UNITS? WOULD HELP DECISION MAKING
SOONER NOTICE ESPECIALLY IN CLOSE RELATION TO HOLIDAYS
NOTICE WAS POST MARKED 8-25

Print Name SYLVIA PEOPLES

Signature: Sylvia Peoples

Address: SEE BELOW

Address of Property Owned: SEE BELOW

Phone Number: ___

Email: ___

Zone Case Number: **3175-G** R100755 Recipient 23 of 30
PEOPLES, SYLVIA C
514 N HOMESTEAD AVE
LUBBOCK TX 79416-3340

If for any reason you will be unable to attend the public hearing adverti
and wish to present your comments regarding the case, please comp
return it to the Secretary of the Planning and Zoning Commiss
Department, P.O. Box 2000, Lubbock, TX 79457
CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of
Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of,

zone change requested by: **P&Z Case No.:** ***3175-G***

In Favor ____

Opposed ✓

Reasons and/or Comments:

JOE SHEEHAN
Joe Sheehan
5929 DUKE
CITY 79416
806-789-0126
JOESHEEHAN1948@YAHOO.CO

NEEDS TO BE LOCAL RETAI

Print Name _____

Signature: _____

Shane Spencer

From: CityPlanning
Sent: Tuesday, September 12, 2023 3:43 PM
To: Shane Spencer
Cc: Victor Escamilla
Subject: FW: Zoning case 3275 G

Karen Edwards
Planning Department
Management Assistant
(806) 775-3849
1314 Avenue K
Lubbock, Texas 79401
kedwards@mylubbock.us

-----Original Message-----
From: cahenzli@bajabb.com <cahenzli@bajabb.com>
Sent: Friday, September 8, 2023 1:15 PM
To: CityPlanning <cityplanning@mylubbock.us>
Subject: Zoning case 3275 G

<p style="margin:0in;margin-bottom:.0001pt;font-size:16px;font-family:"Times New Roman",serif;text-align:center;">WARNING: This message was sent from outside the City of Lubbock's email system. <p style="margin:0in;margin-bottom:.0001pt;font-size:16px;font-family:"Times New Roman",serif;text-align:center;">It could contain harmful attachments or links to harmful web pages.

We are home owners on Fordham street in Lubbock. We sent our letter requesting that the zoning change not be made on the small 3 1/2 acre plot of land behind us. There was a request from every home owner on that street that apartment complex not be allowed. It is truly disheartening the total lack of regard for the feelings, and reasonable, rational protests of this project were ignored for nothing but greed. The homeowners were lied to from the outset. The homeowners again have been betrayed by their civic leaders. The homeowners could clearly see through this builders fluff and lies as he spoke of his plans.
1. 3 1/2 acres to build a 3 story apartment complex 2. Putting a 20 ft space between the complex and the homes on Fordham Street.
3. Then trying to say he would plant pine trees? Used up a good acre and more right there. Obvious lies.
4. Then parking in back of apts? Really now that creates even more problems with the traffic thru there. That was just trying to come up with some way to snow the home owners. Only more problem. More trash for the homeowners to deal with and for the poor man with the beautiful pastures and horses.
I feel it was a done deal before anyone spoke and it mattered not about the hardworking people having a nice private home.
I feel there needs to be further action taken to stop this senseless project. What about the homes across Erkstine. No one needs out of control apartment buildings in an area that has never had them. Actually because of all the misleading sales pitch maybe even lawsuits should considered.
Our feelings and needs were never really considered. Your letters were to cover your rears and nothing more. Greed greed greed.

3 1/2 acre apartment complex is absolutely asking for INSTANT SLUM. We have lost peace, faith in commission, city planning and zoning.
We will be looking for first reconsideration of this insane decision. We will be looking for some resolution that is logical. We will be looking to register our complaints with Hub City and their lies, and perhaps move right on up the chain of leaders in the Lubbock area and consider lawsuits for everyone involved. We cannot believe you could even think of 3 1/2 acres for an apartment complex. Absolutely ludicrous.

Sent from my iPhone - Laura Cahenzli

AI# 11896
Regular City Council Meeting 6. 4.
10/10/2023:

Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2023-O0116, abandoning and closing a portion of alley right-of-way located in Block 101, Original Town of Lubbock, Lubbock County, Texas, dedicated by map, plat and/or dedication deed recorded in Volume 5, Page 384 of the deed records of Lubbock County, Texas; and abandoning and closing three overhead utility easements and three underground utility easements also located in Block 101, Original Town of Lubbock, Lubbock County, Texas.

Item Summary

On September 12, 2023, the City Council approved the first reading of the ordinance by a vote of 6-1.

The City of Lubbock is in receipt of a request to abandon and close remaining portions of an alley and six utility easements located between Avenue K and Avenue L, and between 10th Street and Main Street, the Kimmel Center, within Block 101, Original Town of Lubbock. New easements will be granted with the replat as necessary, for any utilities which will be reconfigured or remain in place for the proposed development.

Portions of the alley were closed previously, leaving remnant pieces and reservations from previous closures. The closure fee due to the City of Lubbock is $750, and this closure will accommodate plans for the Kimmel Center Redevelopment.

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

Fiscal Impact

$750 in revenue to the General Fund

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Ordinance - Block 101, Original Town of Lubbock
Exhibit A
Map - Block 101, Original Town of Lubbock

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF ALLEY RIGHT-OF-WAY LOCATED IN BLOCK 101, ORIGINAL TOWN OF LUBBOCK, LUBBOCK COUNTY, DEDICATED BY MAP, PLAT AND/OR DEDICATION DEED RECORDED IN VOLUME 5, PAGE 384 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS; AND ABANDONING AND CLOSING THREE (3) OVERHEAD UTILITY EASEMENTS AND THREE (3) UNDERGROUND UTILITY EASEMENTS ALSO LOCATED IN BLOCK 101, ORIGINAL TOWN OF LUBBOCK, 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 easements and right-of-way hereinafter described in the body of this Ordinance are no longer needed for easement and right-of-way purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for easement and 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 easements and right-of-way as hereinafter described shall BE and the same are hereby closed, vacated and abandoned for easement and right-of-way purposes and for public use, such easements and 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 _____, 2023.

Passed by the City Council on second reading this ____day of _____, 2023.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Amy L. Sims, City Attorney

Ord.Easements & Right-of-Way, Block 101, Original Town
6.16.23

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"

METES AND BOUNDS DESCRIPTION of a 0.0057 acre tract of land being a remainder of a 20 foot alley as dedicated by plat recorded in Volume 5, Block 384 of the Deed Records of Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East right-of-way line of Avenue "L", dedicated by plat recorded in Volume 5, Page 384 of the Deed Records of Lubbock County, Texas, for the Northwest corner of Lot 6, Block 101, Original Town of Lubbock, according to the map, plat and/or dedication deed thereof recorded in Volume 5, Page 384 of the Deed Records of Lubbock County, Texas, and the Southwest corner of this tract;

THENCE North, along the East right-of-way line of said Avenue "L", a distance of 10.00 feet to a point for the Northwest corner of this tract;

THENCE East, a distance of 25.00 feet to a point for the Northeast corner of this tract;

THENCE South, a distance of 10.00 feet to a point for the Northeast corner of said Lot 6 and the Southeast corner of this tract;

THENCE West, along the Northern boundary of said Lot 6, a distance of 25.00 feet to the Point of Beginning.

Contains 250 square feet

Bearings relative to plat recorded in Volume 5, Page 384 of the Deed Records of Lubbock County, Texas.

December 14, 2021

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

OVERHEAD UTILITY EASEMENT

THE STATE OF TEXAS ⟩

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK ⟩

THAT Florelle Bentley, a widow, Frances Maxwell joined herein by her husband Richard Maxwell, and Lesey Russell joined herein by her husband J. Caro Russell, for and in consideration of the sum of ONE DOLLAR ($1.00) and the special benefits accruing and to accrue to the remainder of the property of the undersigned Grantors herein and other good and valuable consideration to it in hand paid by the CITY OF LUBBOCK, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY to the CITY OF LUBBOCK, a Home Rule Municipality of Lubbock County, Texas, for the use of the City of Lubbock and all utilities who are franchised by said City to use the streets and alleys of said City or which may be hereafter authorized by said City to use the streets and alleys of said City, a perpetual and permanent easement which includes, but is not limited to the right to construct, reconstruct, repair and perpetually maintain any and all types of telephone and telegraph lines, electric transmission lines, and any other type of public utility lines, whether named herein or not, and whether now constructed on the premises herein conveyed or to be constructed in the future together with the rights of ingress, egress and regress at any and all times and seasons for any and all purposes, with the free ingress, egress and regress for such purposes in, on, under, through and across all of the hereinafter described property lying and being situated in the City of Lubbock, Lubbock County, Texas, and being further described as follows, to-wit:

Tract 1: BEGINNING at the North west corner of Lot 11, Block 101, Original Town Addition, City of Lubbock, Lubbock County, Texas;

THENCE South along the West line of said Lot 11;

THENCE to the Southwest corner of said Lot 11;

THENCE West 20 feet;

THENCE North along the East line of Lot 10 of said Block 101 to the Northeast corner of said Lot 10;

THENCE East 20 feet to the POINT OF BEGINNING.

Tract 2: BEGINNING at the Northeast corner of Lot 15, Block 101, Original Town Addition to the City of Lubbock, Lubbock County, Texas;

THENCE West along the North lines of Blocks 15, 14, 13, 12 and 11 to the Northwest corner of Lot 11, said Block 101;

THENCE North 20 feet;

THENCE East along the South line of Lot 16 of said Block 101 to the Southeast corner of said Lot 16;

THENCE South 20 feet to the POINT OF BEGINNING.

PROVIDED, HOWEVER, that all permanent utilities made or placed pursuant to this Easement shall be placed overhead.

TO HAVE AND TO HOLD the above-described premises together with all and singular, the rights and appurtenances thereto in any wise belonging perpetually to the City of Lubbock and any and all public utilities who are now or hereafter franchised or authorized by the City of Lubbock to use the City streets and alleys, together wit the rights and privileges at any and all times to enter said premises or any part thereof for the purposes and uses herein stated, forever.

IN WITNESS WHEREOF, these presents have been executed this 7th day of May, A.D. 1963.

Florelle Bentley
FLORELLE BENTLEY

VOL 940 PAGE 643

SK

Lesey Russell
LESEY RUSSELL

Frances Maxwell
FRANCES MAXWELL

J. Caro Russell
J. CARO RUSSELL

Richard Maxwell
RICHARD MAXWELL

VOL 940 PAGE 614

THE STATE OF TEXAS }
COUNTY OF TAYLOR }

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Florelle Bentley known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of May, 1963.

(SEAL)

Lea Alexander
Notary Public, Taylor County, Texas.
LEA ALEXANDER

THE STATE OF TEXAS }
COUNTY OF TAYLOR }

BEFORE ME, the undersigned authority, a Notary Public, in and for said County, Texas, on this day personally appeared Richard Maxwell and his wife, Frances Maxwell both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Frances Maxwell wife of the said Richard Maxwell, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Frances Maxwell acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of May, 1963.

(SEAL)

Lea Alexander
Notary Public, Taylor County, Texas.
LEA ALEXANDER

THE STATE OF TEXAS }
COUNTY OF TAYLOR }

BEFORE ME, the undersigned authority, a Notary Public, in and for said County, Texas, on this day personally appeared J. Caro Russell and Lesey Russell his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Lesey Russell wife of the said J. Caro Russell, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Lesey Russell acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of May, 1963.

(SEAL)

Lea Alexander
Notary Public, Taylor County, Texas.
LEA ALEXANDER

Approved
JOHN L. SCOTT
R.O.W. Engr. & Agent

FILED FOR RECORD
MAY 22 4 01 PM 63
Mattie Brenan
County Clerk, Lubbock County, Texas

2.00 cly

Gee Norman
City Hall

11418
5-7-63
OVERHEAD UTILITY EASEMENT
FLORELLE BENTLEY, ET AL
TO
CITY OF LUBBOCK

STERED
ORDED
EXED
PARED

Sko

2

UNDERGROUND UTILITY EASEMENT

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

THAT Florelle Bentley, a widow, Frances Maxwell joined herein by her husband Richard Maxwell, and Lesey Russell joined herein by her husband J. Caro Russell, for and in consideration of the sum of ONE DOLLAR ($1.00) and the special benefits accruing and to accrue to the remainder of the property of the undersigned Grantors herein and other good and valuable consideration to it in hand paid by the City of Lubbock, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY to the City of Lubbock, a Home Rule Municipality of Lubbock County, Texas, for the use of the City of Lubbock and all public utilities who are franchised by said City to use the streets and alleys of said City or which may be hereafter authorized by said City to use the streets and alleys of said City, a perpetual and permanent easement and passage-way which includes, but is not limited to the right to construct, reconstruct, repair and perpetually maintain any and all types of water lines, sewer lines, gas lines, telephone and telegraph lines, electric transmission lines, and any other type of public utility equipment, whether named herein or not and whether now constructed on the premises herein conveyed or to be constructed in the future together with the rights of ingress, egress and regress at any and all times and seasons for any and all purposes, with the free ingress, egress and regress for such purposes in, on, under, through and across all of the hereinafter described property, to-wit:

Tract 1: BEGINNING at the Northwest corner of Lot 11, Block 101, Original Town Addition, City of Lubbock, Lubbock County, Texas;

THENCE South along the West line of said Lot 11;

THENCE to the Southwest corner of said Lot 11;

THENCE West 20 feet;

THENCE North along the East line of Lot 10 of said Block 101 to the Northeast corner of said Lot 10;

THENCE East 20 feet to the POINT OF BEGINNING.

Tract 2: BEGINNING at the Northeast corner of Lot 15, Block 101, Original Town Addition to the City of Lubbock, Lubbock County, Texas;

THENCE West along the North lines of Blocks 15, 14, 13, 12 and 11 to the Northwest corner of Lot 11, said Block 101;

THENCE North 20 feet;

THENCE East along the South line of Lot 16 of said Block 101 to the Southeast corner of said Lot 16;

THENCE South 20 feet to the POINT OF BEGINNING.

PROVIDED, HOWEVER, that all permanent utilities made or placed pursuant to this Easement shall be placed underground.

TO HAVE AND TO HOLD the above-described premises together with all and singular, the rights and appurtenances thereto in any wise belonging perpetually to the City of Lubbock and any and all public utilities who are now or hereafter franchised or authorized by the City of Lubbock to use the City streets, and alleys, together with the rights and privileges at any and all times to enter said premises or any part thereof for the purposes and used herein stated, forever.

IN WITNESS WHEREOF, these presents have been executed this 7th day of May, A.D. 1963.

Florelle Bentley
FLORELLE BENTLEY

Lesey Russell
LESEY RUSSELL

Frances Maxwell
FRANCES MAXWELL

VOL 940 PAGE 645

J. Caro Russell
J. CARO RUSSELL

Richard Maxwell
RICHARD MAXWELL

VOL 940 PAGE 619

THE STATE OF TEXAS }
COUNTY OF TAYLOR }

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Florelle Bentley known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of May, 1963.

(SEAL)

Lea Alexander
Notary Public, Taylor County, Texas.
LEA ALEXANDER

THE STATE OF TEXAS }
COUNTY OF TAYLOR }

BEFORE ME, the undersigned authority, a Notary Public, in and for said County, Texas, on this day personally appeared Richard Maxwell and his wife, Frances Maxwell both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Frances Maxwell wife of the said Richard Maxwell, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Frances Maxwell acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of May, 1963.

(SEAL)

Lea Alexander
Notary Public, Taylor County, Texas.
LEA ALEXANDER

THE STATE OF TEXAS }
COUNTY OF TAYLOR }

BEFORE ME, the undersigned authority, a Notary Public, in and for said County, Texas, on this day personally appeared J. Caro Russell and Lesey Russell his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Lesey Russell wife of the said J. Caro Russell, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Lesey Russell acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of May, 1963.

(SEAL)

Lea Alexander
Notary Public, Taylor County, Texas.
LEA ALEXANDER

Approved
JOHN L. SCOTT
R.O.W. Engr. & Agent

FILED FOR RECORD
MAY 22 1 01 PM 63
Mrs. Flora Lewis
County Clerk, Lubbock County, Texas

Dee Moore
City Atty.

1410
5-7-63
UNDERGROUND UTILITY EASEMENT
FLORELLE BENTLEY, ET AL
TO
CITY OF LUBBOCK

STERED
ORDED

OVERHEAD UTILITY EASEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT Florelle Bentley, a widow, Frances Maxwell and Lesey Russell who are not joined herein by their husbands for the reason that the below described property is their separate property, for and in consideration of the sum of ONE DOLLAR AND NO/100 ($1.00) and the special benefits accruing and to accrue to the remainder of the property of the undersigned Grantors herein and other good and valuable consideration to it in hand paid by the CITY OF LUBBOCK, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY to the CITY OF LUBBOCK, a Home Rule Municipality of Lubbock County, Texas, for the use of the City of Lubbock and all utilities who are franchised by said City to use the streets and alleys of said City or which may be hereafter authorized by said City to use the streets and alleys of said City, a perpetual and permanent easement which includes, but is not limited to the right to construct, reconstruct, repair and perpetually maintain any and all types of telephone and telegraph lines, electric transmission lines, and any other type of public utility lines, whether named herein or not, and whether now constructed on the premises herein conveyed or to be constructed in the future together with the rights of ingress, egress and regress at any and all times and seasons for and and all purposes, with the free ingress, egress and regress for such purposes, in, on, under, through and across all of the hereinafter described property lying and being situated in the City of Lubbock, Lubbock County, Texas, and being further described as follows, to-wit:

A portion of the abandoned alley in Block 101, Original Town of Lubbock, Lubbock County, Texas, more fully described as follows:

BEGINNING at the Northwest corner of Lot 20, said Block 101, Original Town;

THENCE West 10.0 feet to a point;

THENCE South 140.0 feet to a point;

THENCE West 60.0 feet to a point;

THENCE South 10.0 feet to a point, said point being the Northwest corner of Lot 9, said Block 101, Original Town;

THENCE East 70.0 feet to a point, said point being the Northwest corner of Lot 11, said Block 101, Original Town;

THENCE North 150.0 feet to the POINT OF BEGINNING.

PROVIDED, HOWEVER, that all permanent utilities made or placed pursuant to this Easement shall be placed overhead.

TO HAVE AND TO HOLD the above-described premises together with all and singular, the rights and appurtenances thereto in any wise belonging perpetually to the City of Lubbock and any and all public utilities who are now or hereafter franchised or authorized by the City of Lubbock to use the City Streets and alleys, together with the rights and privileges at any and all times to enter said premises or any part thereof for the purposes and uses herein stated, forever.

WITNESS our hands at Lubbock, Texas this 15th day of October, 19 63.

Florelle Bentley
FLORELLE BENTLEY, a widow

Frances Maxwell
FRANCES MAXWELL

Lesey Russell
LESEY RUSSELL

VOL 992 PAGE 271

THE STATE OF TEXAS §
COUNTY OF TAYLOR §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared FLORELLE BENTLEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN MY HAND AND SEAL OF OFFICE this 15th day of October, 1963.

(SEAL)

Lea Alexander LEA ALEXANDER
Notary Public, Taylor County, Texas

THE STATE OF TEXAS §
COUNTY OF TAYLOR §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared FRANCES MAXWELL known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that 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 15th day of October, 1963.

(SEAL)

Lea Alexander LEA ALEXANDER
Notary Public, Taylor County, Texas

THE STATE OF TEXAS §
COUNTY OF TAYLOR §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared LESEY RUSSELL known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that 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 15th day of October, 1963.

(SEAL)

Lea Alexander LEA ALEXANDER
Notary Public, Taylor County, Texas

VOL. 2173 PAGE 286

FILED FOR RECORD
JUN 8 3 14 PM 64
Mrs. Vee Brown
County Clerk, Lubbock County, Texas

12866
10/15/63
EASEMENT
FLORELLE BENTLEY ET AL
TO
CITY OF LUBBOCK

2 Copy

Joe Mahaffey
City Hall

UNDERGROUND UTILITY EASEMENT

THE STATE OF TEXAS I

COUNTY OF LUBBOCK I

THAT Florelle Bentley, a widow, Frances Maxwell and Lesey Russell who are not joined herein by their husbands for the reason that the below described property is their seperate property, for and in consideration of the sum of ONE AND NO/100 ($1.00) DOLLAR and the special benefits accruing and to accrue to the remainder of the property of the undersigned Grantors herein and other good and valuable consideration to it in hand paid by the City of Lubbock, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY to the City of Lubbock, a Home Rule Municipality of Lubbock County, Texas, for the use of the City of Lubbock and all public utilities who are franchised by said City to use the streets and alleys of said City or which may be hereafter authorized by said City to use the streets and alleys of said City, a perpetual and permanent easement and passageway which includes, but is not limited to the right to construct, reconstruct, repair and perpetually maintain any and all types of water lines, sewer lines, gas lines, telephone and telegraph lines, electric transmission lines, and any other type of public utility equipment, whether named herein or not and whether now constructed on the premises herein conveyed or to be constructed in the future together with the rights of ingress, egress and regress at any and all times and seasons for any and all purposes, with the free ingress, egress and regress for such purposes in, on, under, through and across all of the hereinafter described property, to-wit:

A portion of the abandoned alley in Block 101, Original Town of Lubbock, Lubbock County, Texas, more fully described as follows:

BEGINNING at the Northwest corner of Lot 20, said Block 101, Original Town;

THENCE West 10.0 feet to a point;

THENCE South 140.0 feet to a point;

THENCE West 60.0 feet to a point;

THENCE South 10.0 feet to a point, said point being the Northwest corner of Lot 9, said Block 101, Original Town;

THENCE East 70.0 feet to a point, said point being the Northwest corner of Lot 11, said Block 101, Original Town;

THENCE North 150.0 feet to the POINT OF BEGINNING.

PROVIDED, HOWEVER, that all permanent utilities made or placed pursuant to this Easement shall be placed underground.

TO HAVE AND TO HOLD the above-described premises together with all and singular, the rights and appurtenances thereto in any wise belonging perpetually to the City of Lubbock and any and all public utilities who are now or hereafter franchised or authorized by the City of Lubbock to use the City streets and alleys, together with the rights and privileges at any and all times to enter said premises or any part thereof for the purposes and uses herein stated, forever.

VOL 992 PAGE 273

WITNESS our hands at Lubbock, Texas this 15th day of October, 1963.

Florelle Bentley
FLORELLE BENTLEY

Lesey Russell
LESEY RUSSELL

Frances Maxwell
FRANCES MAXWELL

VOL 2276 PAGE 392

THE STATE OF TEXAS)
COUNTY OF TAYLOR)

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Florelle Bentley known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of October, 1963.

(SEAL)

Lea Alexander
Notary Public, Taylor County, Texas LEA ALEXANDER

THE STATE OF TEXAS)
COUNTY OF TAYLOR)

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Frances Maxwell known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of October, 1963.

(SEAL)

Lea Alexander LEA ALEXANDER
Notary Public, Taylor County, Texas.

THE STATE OF TEXAS)
COUNTY OF TAYLOR)

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Lesey Russell known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of October, 1963.

(SEAL)

Lea Alexander LEA ALEXANDER
Notary Public, Taylor County, Texas.

12867
10/15/63

EASEMENT
FLORELLE BENTLEY ET AL
TO
CITY OF LUBBOCK

FILED FOR RECORD
JUN 8 3 14 PM 64
County Clerk, Lubbock County, Texas

1, 7 scty

Joe Mazzanti
City Hall

12861 6/3/64

196

Release of Lien
(BY CORPORATION)

REGISTERED
RECORDED
INDEXED
COMPARED
PART.

FROM
The Plains National Bank of Lubbock

TO
Cecil E. Jennings, Inc.

FILED FOR RECORD
This ..... day of ..... A. D. 19 .....
at ..... o'clock ..... M.
..... County Clerk.
By ..... Deputy.

FILED FOR RECORD
Jun 8 1 59 PM 64
RECORDED
County Clerk, Lubbock County, Texas

In ..... County Records
In Book ..... on Page .....
..... County Clerk.
By ..... Deputy.
Recording Fee $ .....

This instrument should be filed immediately with the County Clerk for record.

Lubbock Abstract & Title Company

The Odee Company, Publishers, Dallas

VOL 992 PAGE 354

UNDERGROUND UTILITY EASEMENT

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

THAT Mid-Continent Management Corporation, a Texas Corporation, acting herein by and through its heretofore duly authorized officers, for and in consideration of the sum of ONE AND NO/100 ($1.00) DOLLARS and the special benefits accruing and to accrue to the remainder of the property of the undersigned Grantors herein and other good and valuable consideration to it in hand paid by the City of Lubbock, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY to the City of Lubbock, a Home Rule Municipality of Lubbock County, Texas, for the use of the City of Lubbock and all public utilities who are franchised by said City to use the streets and alleys of said City or which may be hereafter authorized by said City to use the streets and alleys of said City, a perpetual and permanent easement and passageway which includes, but is not limited to the right to construct, reconstruct, repair and perpetually maintain any and all types of water lines, sewer lines, gas lines, telephone and telegraph lines, electric transmission lines, and any other type of public utility equipment, whether named herein or not and whether now constructed on the premises herein conveyed or to be constructed in the future together with the rights of ingress, egress and regress at any and all times and seasons for any and all purposes, with the free ingress, egress and regress for such purposes in, on, under, through and across all of the hereinafter described property, to-wit:

A portion of abandoned alley in Block 101, Original Town of Lubbock, Lubbock County, Texas, more fully described as follows:

BEGINNING at the Northeast corner of Lot 1, said Block 101, Original Town;

THENCE South 130.0 feet to a point, said point being the Southeast corner of Lot 5, said Block 101, Original Town;

THENCE West 125.0 feet to a point, said point being the Southwest corner of Lot 5, said Block 101, Original Town;

THENCE South 10.0 feet to a point;

THENCE East 25.0 feet to a point;

THENCE South 10.0 feet to a point, said point being the Northwest corner of Lot 7, said Block 101, Original Town;

THENCE East 50.0 feet to a point, said point being the Northeast corner of Lot 8, said Block 101, Original Town;

THENCE North 10.0 feet to a point;

THENCE East 60.0 feet to a point;

THENCE North 140.0 feet to a point;

THENCE West 10.0 feet to the POINT OF BEGINNING.

PROVIDED, HOWEVER, that all permanent utilities made or placed pursuant to this Easement shall be placed underground.

TO HAVE AND TO HOLD the above-described premises together with all and singular, the rights and appurtenances thereto in any wise belonging perpetually to the City of Lubbock and any and all public utilities who are now or hereafter franchised or authorized by the City of Lubbock to use the City streets and alleys, together with the rights and privileges at any and all times to enter said premises or any part thereof for the purposes and uses herein stated, forever.

WITNESS my hand at Lubbock, Texas this 30th day of October, 1963.

MID-CONTINENT MANAGEMENT CORP.

BY: Murrell R. Tripp, President

ATTEST:

Harvey J. Brewington, Secretary

THE STATE OF TEXAS }

COUNTY OF LUBBOCK }

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Murrell R. Tripp, President of Mid-Continent Management Corporation, a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Mid-Continent Management Corporation, a corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of October, 1963.

(SEAL)

NOTARY PUBLIC STATE OF TEXAS LUBBOCK

James W. Goodwin

Notary Public, Lubbock County, Texas

REGISTERED 12864
RECORDED 10/30/63
INDEXED EASEMENT
COMPARED

MID-CONTINENT MANAGEMENT CORP.

TO

CITY OF LUBBOCK

FILED FOR RECORD

JUN 8 3 13 PM 64

County Clerk, Lubbock County, Texas

4 pgs orig.

Joe Moreman
City Hall

VOL 992 PAGE 355

#80

THE STATE OF TEXAS (

COUNTY OF LUBBOCK (

KNOW ALL MEN BY THESE PRESENTS:

VOL 992 PAGE 356

WHEREAS, on the 27th day of May, A.D. 19 64,

E. Z. Hogan

of the County of Lubbock, State of Texas, did execute, acknowledge and deliver to the City of Lubbock, Texas, a certain contractual agreement and lien upon and against certain real property and improvements, if any, thereon, described as follows, to-wit: W 50' of Lot 7, Block 5, City View Addition.

Which said agreement and lien is of record in Volume 119, on page 109 of the Mechanics Lien Records of Lubbock County, Texas, to which instrument reference is here made; and

WHEREAS, said debt, lien and obligations secured thereby have been fully paid off and satisfied to the said City of Lubbock, Texas, the legal and equitable holder and owner of such debt, obligation and lien:

NOW THEREFORE:

In consideration of the premises, of the payment of such debt and obligations, and other good and valuable cash consideration, the receipt of which is hereby acknowledged, the City of Lubbock, a Home Rule Municipal Corporation of Lubbock County, Texas, has this day, and do by these presents, RELEASE, DISCHARGE AND QUITCLAIM unto the said

E. Z. Hogan

heirs (successors) and assigns, the contractual lien heretofore existing upon the above described premises under and by virtue of the above described instrument, and declare such lien fully released and cancelled.

Witness the hand of the City of Lubbock, Texas, by its City Manager, hereunto duly authorized by Resolution of the City Commission passed on the 24th day of May, 1952, this 27th day of May, 19 64.

THE CITY OF LUBBOCK, TEXAS

BY: William Pitstick

William Pitstick

ATTEST:

Lavenia Lowe

Lavenia Lowe, City Secretary-Treasurer

THE STATE OF TEXAS (
COUNTY OF LUBBOCK (

BEFORE ME, the undersigned authority, a Notary Public in and for Lubbock County, Texas, on this day personally appeared William Pitstick 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 in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 27th day of May, A.D. 19 64.

(SEAL)

Marion Lovelace

Notary Public, Lubbock County, Texas

MARION LOVELACE
Notary Public
Lubbock County, Texas

12808

5-27-64

RELEASE

THE CITY OF LUBBOCK, TEXAS

TO

E. Z. HOGAN

REGISTERED
RECORDED
INDEXED
COMPARED

FILED FOR RECORD

JUN 8 10 37 AM 64

Mae Lee Dickerson
County Clerk, Lubbock County, Texas

1.00

53. Original Field
2618-30 - W. Ext.
Alt

OVERHEAD UTILITY EASEMENT

THE STATE OF TEXAS ⟩

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK ⟩

THAT Mid-Continent Management Corporation, a Texas Corporation, acting herein by and through its heretofore duly authorized officers, for and in consideration of the sum of ONE DOLLAR AND NO/100 ($1.00) and the special benefits accruing and to accrue to the remainder of the property of the undersigned Grantors herein and other good and valuable consideration to it in hand paid by the CITY OF LUBBOCK, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY to the CITY OF LUBBOCK, a Home Rule Municipality of Lubbock County, Texas, for the use of the City of Lubbock and all utilities who are franchised by said City to use the streets and alleys of said City or which may be hereafter authorized by said City to use the streets and alleys of said City, a perpetual and permanent easement which includes, but is not limited to the right to construct, reconstruct, repair and perpetually maintain any and all types of telephone and telegraph lines, electric transmission lines, and any other type of public utility lines, whether named herein or not, and whether now constructed on the premises herein conveyed or to be constructed in the future together with the rights of ingress, egress and regress at any and all times and seasons for any and all purposes, with the free ingress, egress and regress for such purposes, in, on, under, through and across all of the hereinafter described property lying and being situated in the City of Lubbock, Lubbock County, Texas, and being further described as follows, to-wit:

A portion of abandoned alley in Block 101, Original Town of Lubbock, Lubbock County, Texas, more fully described as follows:

BEGINNING at the Northeast corner of Lot 1, said Block 101, Original Town;

THENCE South 130.0 feet to a point, said point being the Southeast corner of Lot 5, said Block 101, Original Town;

THENCE West 125.0 feet to a point, said point being the Southwest corner of Lot 5, said Block 101, Original Town;

THENCE South 10.0 feet to a point;

THENCE East 25.0 feet to a point;

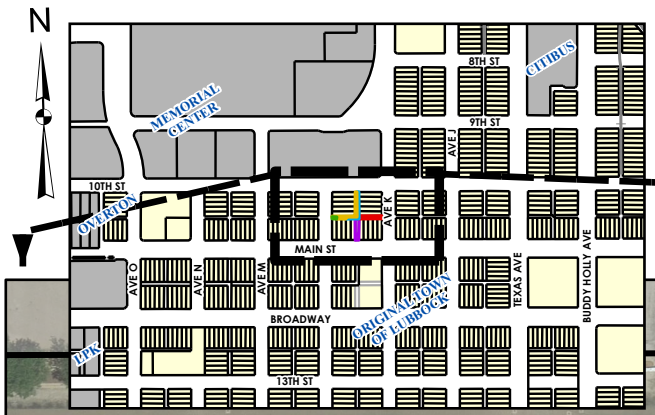
THENCE South 10.0 feet to a point, said point being the Northwest corner of Lot 7, said Block 101, Original Town;

THENCE East 50.0 feet to a point, said point being the Northeast corner of Lot 8, said Block 101, Original Town;

THENCE North 10.0 feet to a point;

VOL 1966 PAGE 266 10A

Proposed Closure of Utility Easements and Remaining Alley in Original Town of Lubbock, Block 101



10' OPE (Vol. 992, Pg. 357)
10' UUE (Vol. 992, Pg. 354)

10' OPE (Vol. 992, Pg. 271)
10' UUE (Vol. 992, Pg. 273)

Exhibit "A", 25' X 10', (Vol. 5, Pg. 384)
Remainder of alley

20' OPE (Vol. 940, Pg. 643)
20' UUE (Vol. 940, Pg. 645)

20' OPE (Vol. 940, Pg. 643)
20' UUE (Vol. 940, Pg. 645)

10TH ST

MAIN ST

AVE L

AVE K

100

101

102

ORIGINAL TOWN OF LUBBOCK

Feet
0 100 200 300 400

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

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2023-O0132, and take action on the City of Lubbock Planning and Zoning Commission's final report of September 7, 2023, to the Lubbock City Council on proposed amendments to the Unified Development Code (Ordinance No. 2023-O0054) recommended for adoption, limited to the following:

1. Sections 39.02.006.a.3 & 39.02.006.b.3 (related to Lot Density and Dimensions);
2. Section 39.03.021.a.2 (related to Signs Exempt from Regulations);
3. Section 39.02.014 (related to the Reduction Overlay (RO) District);
4. Article 39.04 (related to Subdivision Standards);
5. Article 39.07 (related to Development Review Procedures);
6. Section 39.07.007(a) (related to Public Notice);
7.1. Section 39.02.016 (related to the Land Use Matrix);
7.2. Table 39.02.016-1 (related to Permitted Uses by District);
7.3. Table 39.02.006.e-1 (related to IP Permitted Uses);
7.4. Table 39.02.006.f-1 (related to LI Permitted Uses);
7.5. Table 39.02.006.g-1 (related to GI Permitted Uses);
8. Sections 39.02.020.b(4)(F)(A)(iii) and 39.02.020.b(4)(F)(B)(ii) (related to Residential Carport or Porte Cochere Locations);
9. Section 39.04.005-1 (related to Minimum Connection Spacing by Street Classification); and
10. Sections 39.02.005.d.3 and 39.02.018.c.7 and Tables 39.02.003-1 and 39.02.016-1 (related to Base Mixed Use Districts and Zoning Map)

Item Summary

The Planning and Zoning Commission (PZC) and City Council held a joint public hearing on August 30, 2023, to discuss amending the Unified Development Code (Ordinance No. 2023-O0054), and zoning map. Additionally, consideration was given to written lists of all documentation and other information the municipality requires to be submitted with a plat application, as required by H.B. 3699.

On September 7, 2023, the PZC recommended adoption of amendments to the Unified Development Code and Zoning Map, by a vote of 8-0-0. Both the amendments being recommended for approval and denial by the PZC were considered by the City Council at the September 26, 2023 meeting. The amendments stated above were all approved unanimously with the exception of Amendment A10. Sections 39.02.005.d.3 and 39.02.018.c.7 and Tables 39.02.003-1 and 39.02.016-1 (related to Base Mixed Use Districts and Zoning Map). This particular amendment was approved by the City Council by a vote of 6-1.

Fiscal Impact

None

Staff/Board Recommending

Planning and Zoning Commission
Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

Ordinance - UDC Amendments

Proposed UDC Amendments

Downtown Draft Zoning Map

Draft PZC Minutes - UDC Amendments

ORDINANCE NO._____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE AND ZONING MAP (ORDINANCE NO. 2023-O0054) LIMITED TO AS FOLLOWS: SECTIONS 39.02.006.a.3 & 39.02.006.b.3, RELATED TO LOT DENSITY AND DIMENSIONS, 39.03.021.a.2, RELATED TO SIGNS EXEMPT FROM REGULATIONS, 39.02.014, RELATED TO THE REDUCTION OVERLAY (RO) DISTRICT, ARTICLE 39.04, RELATED TO SUBDIVISION STANDARDS, ARTICLE 39.07, RELATED TO DEVELOPMENT REVIEW PROCEDURES, 39.07.007(a), RELATED TO PUBLIC NOTICE, 39.02.016, RELATED TO THE LAND USE MATRIX, TABLE 39.02.016-1, RELATED TO PERMITTED USES BY DISTRICT, TABLE 39.02.006.e-1 RELATED TO IP PERMITTED USES, TABLE 39.02.006.f-1, RELATED TO LI PERMITTED USES, TABLE 39.02.006.g-1 RELATED TO GI PERMITTED USES, 39.02.020.b(4)(F)(A)(iii) AND 39.02.020.b(4)(F)(B)(ii), RELATED TO RESIDENTIAL CARPORT OR PORTE-COCHERE LOCATIONS, 39.04.005-1 RELATED TO MINIMUM CONNECTION SPACING BY STREET CLASSIFICATION, 39.02.005.d.3 & 39.02.018.c.7 AND TABLES 39.02.003-1 & 3902.016-1 RELATED TO BASE MIXED USE DISTRICTS AND ZONING MAP, AND OTHER INFORMATION THE MUNICIPALITY REQUIRES TO BE SUBMITTED WITH A PLAT APPLICATION, PURSUANT TO STATE LAW; PROVIDING FOR THE PRINTING OF, AND DISPLAY FOR PUBLIC INSPECTION, AN AMENDED ZONING MAP; PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, all conditions precedent required by law for a valid amendment to the City of Lubbock Code of Ordinances, including zoning ordinances and a zoning map, have been fully complied with, including giving notice of a joint public hearing as required by the Texas Local Government Code Sec. 211.007(d), and in accordance with the type of notice passed by the City Council of the City of Lubbock (City Council) by at least a two-thirds vote on July 25, 2023 by Resolution No. 2023-R0372; and

WHEREAS, a joint public hearing of the Planning and Zoning Commission (PZC) and the City of Council was held on August 30, 2023 at 2:00 p.m. to consider amendments to the Unified Development Code (UDC) and Zoning Map, Ordinance No. 2023-O0054; and

WHEREAS, the PZC met on September 7, 2023 to consider the proposed amendments to the UDC and Zoning Map and herein present the final report of the PZC for the City Council consideration; and

WHEREAS, after due consideration, the City Council finds that it would be expedient and in the interest of the public health, safety and general welfare to make the following proposed ordinance amendments to the UDC and Zoning Map, Ordinance No. 2023-O0054; and

WHEREAS, notice of the joint public hearing was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the joint public hearing before the City Council and the Planning and Zoning Commission on such proposed

amendments and in accordance with the hearing notice schedule as adopted by Resolution No. 2023-R0372, and the joint public hearing according to said notice, was held in the City Council Chamber of Citizens Tower in Lubbock, Texas, at which time persons appeared and had the opportunity to participate in the joint public hearing; and after said hearing, it was by the City Council determined that it would be in the public interest that the City of Lubbock Code of Ordinances, including 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:

SECTION 1. THAT an ordinance amending the Unified Development Code and zoning map (Ordinance No. 2023-O0054) limited to as follows: Sections 39.02.006.a.3 & 39.02.006.b.3, related to Lot Density and Dimensions, 39.03.021.a.2, related to Signs Exempt from Regulations, 39.02.014, related to the Reduction Overlay (RO) District, Article 39.04, related to Subdivision Standards, Article 39.07, related to Development Review Procedures, 39.07.007(a), related to Public Notice, 39.02.016, related to the Land Use Matrix, Table 39.02.016-1, related to Permitted Uses by District, Table 39.02.006.e-1 related to IP Permitted Uses, Table 39.02.006.f-1, related to LI Permitted Uses, Table 39.02.006.g-1 related to GI Permitted Uses, 39.02.020.b(4)(F)(A)(iii) and 39.02.020.b(4)(F)(B)(ii), related to Residential Carport or Porte-Cochere Locations, 39.04.005-1 related to Minimum Connection Spacing by Street Classification, 39.02.005.d.3 & 39.02.018.c.7 and tables 39.02.003-1 & 3902.016-1 related to Base Mixed Use Districts and Zoning Map, and other information the municipality requires to be submitted with a plat application, pursuant to state law.

SECTION 2. THAT the UDC amendments set forth in "Exhibit A" and the amended zoning map as set forth as "Exhibit B", attached hereto and incorporated herein, are hereby adopted by the City Council of the City of Lubbock.

SECTION 3. THAT the UDC and zoning map as amended herein shall have an effective date of October 30, 2023.

SECTION 4. THAT the City Manager is hereby directed to provide two (2) identical maps of the amended zoning map adopted herein and place one in the office of the City Engineer and one in the office of the City Secretary at a place immediately accessible to any person desiring information reflected thereby, in accordance with City of Lubbock Code of Ordinances Sec. 2.01.001.

SECTION 5. THAT this Ordinance shall be cumulative of all other ordinances dealing with the same subject, and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed, and the provisions of this Ordinance shall supersede any provisions in conflict herewith. All provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION 6. THAT a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable in accordance with state law and Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

SECTION 7. 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 8. 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure
Kelli Leisure, Senior Assistant City Attorney

Ccdocs://PZC REC Ordinance Amending UDC and zoning map_1
9.11.23

A. Consider and take action on the City of Lubbock Planning and Zoning Commission's final report of September 7, 2023 to the Lubbock City Council on proposed amendments to the Unified Development Code (Ordinance No. 2023-O0054) recommended for adoption, limited to the following:

1. Sections 39.02.006.a.3 & 39.02.006.b.3 (related to Lot Density and Dimensions);

    a. Lot Density and Dimensions. All developments in the NC district shall be in accordance with Table 39.02.006.a-2, *NC Lot Intensity and Dimensions*. Maximum building heights and minimum setbacks are for principal structures. For multi-lot developments with common parking areas or party-wall styled construction, ~~lot sizes and side setbacks may be reduced subject to the Director of Planning's approval~~ minimum lot width shall be 20 feet and minimum lot area shall be 1,000 square feet.

    b. Make this same change to Section 39.02.006.b.3

2. Section 39.03.021.a.2 (related to Signs Exempt from Regulations);

    a. Signs erected by the City, state (including its political subdivisions), a school district, or the United States government, or otherwise required by federal, state, or local laws. ~~This exemption does not apply to school districts.~~

3. Section 39.02.014 (related to the Reduction Overlay (RO) District);

    a. See attached redline (pages 7 to 9)

    b. Reinsert Section 39.02.014.c to read, "The Reduction Overlay District may prohibit billboards, even if allowed in the base zoning district." And renumber the balance of the section

4. Article 39.04 (related to Subdivision Standards);

    a. See attached redline and new Plat Checklists (pages 10 to 33)

5. Article 39.07 (related to Development Review Procedures);

    a. Amend Table 39.07.012-1 to provide for appeals on plat items to PZC.

    b. Amend Section 39.07.040.c.1 to read, "Completed Plat Application, signed by current property owner." Make similar changes to the Checklists.

c. Amend Section 39.07.040.c.5 to read, "Application fee as established by the City Council." Amend Section 39.07.041.4 to read, "Application fee as established by the City Council." Make similar changes to the Checklists.

d. Amend Section 39.07.040.4 to read, "Water and schematic layouts sufficient to demonstrate how the proposed lots will be served by public water and sewer." Make similar changes to the Checklists.

e. Amend Section 39.07.040 Document Requirements 2 to read, "Drawn to standard engineering scales ranging from 1"=10' to 1"=100'. 1"=200' scale is allowed for plats larger than 100 acres only when all information illustrated on the plat is clearly legible on the printed full-size plat" Amend Section 39.07.041.5 Document Requirements 6 to read, "Drawn to standard engineering scales ranging from 1"=10' to 1"=100'. 1"=200' scale is allowed for plats larger than 100 acres only when all information illustrated on the plat is clearly legible on the printed full-size plat" Make similar changes to the Checklists.

f. Amend Section 39.07.040 Document Requirements 8 to read, "The Preliminary Plat must be tied by survey to a section corner of the section in which the plat is located, or when the proposed subdivision …" Amend Section 39.07.041.c.8 to read, "Control for a Final Plat shall be established by one of the following methods. (1) The Final Plat may be tied by survey to a section corner of the section in which the plat is located; or (2) When the approved subdivision abuts …" Make similar changes to the Checklists.

g. Amend Section 39.07.040 Document Requirements 12 to read, "…If the abutting land has a current approved Preliminary Plat, it shall be shown on the proposed Preliminary Plat to the extent such information is available on City GIS;" Make similar changes to the Checklists.

h. A requirement for an approval signature block should be added to the preplat requirements to align with this final plat requirement. Make the same adjustment to the preplat checklist.

i. Amend Section 39.07.041 Document Requirements 25 to read, "The following surveyor's certificate shall be placed on every Final Plat. Final Plats presented for recording shall be signed and sealed by the surveyor."

6. Section 39.07.007(a) (related to Public Notice);

a. TLGC Reference. Public notice of any development review request shall be in accordance with Texas Local Government Code Chapters 211 and 212, with the exception that when written notice of a public hearing is required to be sent to each owner within 200 feet of the property on which the change is proposed, written

notice must instead be sent to each owner within 400 feet of the property on which the change is proposed.

7.1 Section 39.02.016 (related to the Land Use Matrix);

a. Regarding the Use Category "Transportation, Utility, and Communication", the use "Power Generation, Transmission, and Distribution (includes large solar collectors and windmills)". Amend from a ~~Permitted Use (P)~~ to a Specific Use (S) in all three districts (IP, LI, and GI)

7.2 Table 39.02.016-1 (related to Permitted Uses by District);

a. The use "Power Generation, Transmission, and Distribution (includes large solar collectors and windmills)". Amend from a ~~Permitted Use (P)~~ to a Specific Use (S) in all three districts.

7.3 Table 39.02.006.e-1 (related to IP Permitted Uses);

a. Amend the use the use "Power Generation, Transmission, and Distribution (includes large solar collectors and windmills)" from a ~~Permitted Use (P)~~ to a Specific Use (S)

7.4 Table 39.02.006.f-1 (related to LI Permitted Uses);

a. Amend the use the use "Power Generation, Transmission, and Distribution (includes large solar collectors and windmills)" from a ~~Permitted Use (P)~~ to a Specific Use (S)

7.5 Table 39.02.006.g-1 (related to GI Permitted Uses);

a. Amend the use the use "Power Generation, Transmission, and Distribution (includes large solar collectors and windmills)" from a ~~Permitted Use (P)~~ to a Specific Use (S)

8. Sections 39.02.020.b(4)(F)(A)(iii) and 39.02.020.b(4)(F)(B)(ii) (related to Residential Carport or Porte Cochere Locations);

a. (iii) Length and Width. Carports and porte-cocheres shall have dimensions no greater than ~~20~~ 24 feet in length by 20 feet in width;

b. (ii) Length and Width. Carports and porte-cocheres shall have dimensions no greater than ~~20~~ 24 feet in length by 20 feet in width;

9. Section 39.04.005-1 (related to Minimum Connection Spacing by Street Classification);

a. Amend the table to read, "Measured between nearest edges of driveway throats." Or, provide a graphic similar to what is included in the TxDOT Access Management Manual. This removes any ambiguity.

10. Sections 39.02.005.d.3 and 39.02.018.c.7 and Tables 39.02.003-1 and 39.02.016-1 (related to Base Mixed Use Districts and Zoning Map)
    a. See attached proposals (pages 34 to 38)

Section 39.02.014 Reduction Overlay (RO)

a. **Purpose**. ~~In addition to the purpose of a district established in Section 39.02.003, *Zoning District Establishment*, t~~The~~he~~ purpose~~s~~ of the Reduction Overlay District~~.~~ (ROD) ~~district are:~~ is to allow development that deviates from the standards of the underlying base zoning district, by reducing or restricting these standards and removing permitted or accessory uses. It also provides regulatory flexibility in the following manner:

1. *Regulatory Flexibility*. It is intended to permit regulatory flexibility to:
   A. Achieve development that is in accordance with the City's Comprehensive Plan;
   B. Achieve economy and efficiency in the use of land, natural resources, energy, and in the provision of public services and utilities; and/or
   C. Provide appropriate development to satisfy the needs of residents of the City of Lubbock.
2. *Land Use Compatibility*. It is further intended that development permitted pursuant to this Section allow uses, buildings, and site improvements to relate to each other and to adjoining existing uses and to the public realm in such a way that they will be compatible.
3. *Redevelopment*. It is further intended that these regulations bring about reuse and/or redevelopment of sites where an orderly change of use is determined to be desirable, especially where reuse is restricted because of existing nonconformities, physical development, or the constraints of conventional zoning standards.
4. *Purpose Not Intended*. The Reduction Overlay shall not be used for the sole purpose of securing an agreement between an applicant and the City to receive zoning approval.

b. **Applicability**.

1. *Generally*. Consideration of a proposed development pursuant to this Section may occur only if the proposed development site is at least two acres in total area where located within the area enclosed by Loop 289 and at least seven acres elsewhere.
2. *Land Area Reduction*. However, in the interest of making use of the Reduction Overlay as a tool to implement the Comprehensive Plan, the City Council, on ~~recommendation~~ receiving a final report from the Planning and Zoning Commission, may permit a 50 percent reduction of~~it~~ these minimum area requirements if it finds that:
   A. The project has unique characteristics and benefits; or
   B. The parcel in question has unique characteristics that significantly impact development, such as, unusual shape or proportions, unusual topography, or potentially incompatible land uses on surrounding property.
3. *Zoning Designation*. The Reduction Overlay is applied to property in conjunction with a base zoning district.

~~4. *Permitted Uses*. Except as reduced below, a Reduction Overlay may contain any uses or combination of uses that are listed as Permitted Uses, Limited Uses, or Specific Uses in the base zoning district.~~

~~5.~~4. *Development Standards*.

A. *Generally*. The following ~~design standards~~ reductions are ~~shall be used as a guide~~ examples that may be requested as part of ~~for~~ a Reduction Overlay District, t~~t~~o ensure ~~that~~ the physical and operational characteristics of proposed buildings and uses are compatible, when considered in the context of the surrounding area.

B. ~~*Modification*~~ *Reduction of Standards*.

i. Applicants must clearly state their requested reductions in writing, when submitting their application for the Reduction Overlay District.

~~i.~~ii. ~~Modifications~~ Reduction of ~~to these~~ the standards in a base zoning district may be approved by the City Council, on receiving a final report~~recommendation~~ from the Planning and Zoning Commission, and on making the determination that ~~other~~ the reduction of the standards would be more appropriate because of the particular design and orientation of buildings and uses, provided that any such modified standards shall be consistent with the purpose of the Reduction Overlay as stated in Subsection a., *Purpose*, above.

~~. Design and zoning standards modifications approved in conjunction with the approval of a Reduction Overlay shall not require approval of the Zoning Board of Adjustment.~~

~~D.~~C. *Height*. ~~At the election of the applicant at the time of the creation or amendment of the Reduction Overlay, B~~buildings and structures may be restricted to a lesser height~~approved to be less tall~~ than the

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maximum height allowed in the base zoning district set forth in Division 2.2, *Zoning Districts and Standards*.

~~E.~~D. *Car Ports*. ~~At the election of the applicant at the time of the creation or amendment of the Reduction Overlay, buildings and structures~~The Reduction Overlay District may prohibit carports, even if allowed in the base zoning district.

F.E. *Acccessory Dwelling Units*. At the election of the applicant at the time of the creation or amendment of the Reduction Overlay, bThe Reduction Overlay Districtuildings and structures may prohibit Accessory Dwelling Units, even if allowed in the base zoning district.

c. *Billboards*. At the election of the applicant at the time of the creation or amendment of the Reduction Overlay, such overlay may prohibit billboards, even if allowed in the base zoning district.**Related Provisions**.

1. Article 39.02, *Zoning Districts and Land Uses;*
2. Article 39.03, *Building and Site Design*:
   A. Division 3.2, *Building Types and Design*;
   B. Division 3.3, *Parking, Loading, Stacking, and Access*;
   C. Division 3.4, *Trees, Landscaping, and Buffering*;
   D. Division 3.5, *Signs*; and
   E. Division 3.6, *Outdoor Lighting*.
3. Article 39.04, *Subdivision Standards*; and
4. Article 39.05, *Environmental Management*.

d. **Procedures**. See Section 39.07.030, *Zone Change*.

G.

Effective: 10/01/2023

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Table 39.04.022-1 Maintenance Bond Amounts	
Cost of Improvement Construction	**Bond Value as a Percent of Construction Cost or Fixed Bond**
$0 - $25,000	100%
$25,000.01 - $50,000	75%
$50,000.01 - $75,000	50%
$75,000.01 - $100,000	25%
$100,000.01 - $1,000,000	20%
$1,000,000.01 - $5,000,000	10% (minimum $200,000)
$5,000,000.01 or more	$500,000

Section 39.04.023 Required Notices on Final Plats and Certificates

Final Plats and certificates shall contain all of the notice information required in Sec. 39.07.041 of the UDC.

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~~a. The following surveyor's certificate shall be placed on every final plat and signed by the surveyor prior to submission to the Director of Planning:~~

~~KNOW ALL MEN BY THESE PRESENTS:~~

~~That I, _____, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments and/or other control shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Lubbock, Texas.~~

~~b. The following certificate of approval by the Planning and Zoning Commission shall be placed on every Final Plat and signed prior to recording of the plat documents at the courthouse:~~

~~Approved this _____day of _____, 20__ , by the Planning and Zoning Commission of the City of Lubbock, Texas.~~

~~_____Chairman~~
~~_____Director of Planning~~

~~c. The following notices shall be stated on the face of every plat:~~

~~1. "Heavy lines indicate plat limits."~~

~~2. "All streets, alleys, and easements within plat limits are herein dedicated unless noted otherwise."~~

~~3. "No building permit shall be issued on any survey certificate that is not in accordance with an approved final plat unless exception is provided by the Planning and Zoning Commission policy or by the Lubbock Code of Ordinances."~~

~~4. "All utility service shall be in accordance with the Underground Utilities Policy Statement by the Planning and Zoning Commission of the City of Lubbock, Texas and the provisions of Section 37.01.037 of the Lubbock Code of Ordinances."~~

~~5. "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 expense of the entity requesting such installation."~~

~~6. "All easements herein granted 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 utility company without the city or utility company being responsible or liable for the~~

~~replacement of improvements necessitated by such repair, removal, or replacement. Easements designated or intended for vehicular passage (utility and emergency) or pedestrian access shall not be fenced or otherwise obstructed."~~

~~7. "Minimum floor elevations shall conform to the requirements of the Lubbock Drainage Criteria Manual, as adopted by Ord. 10022, as amended, and Section 28.09.131, Section 28.14.004, and Section 30.03.073 of the Lubbock Code of Ordinances."~~

~~d. The following notices shall be stated on the face of the plat when they apply to that particular plat:~~

~~1. Any notices required in Unified Development Code Section 39.04.024, *Required Notice for Final Plats Containing Lake or Flood Risk Areas*, for lake or flood hazard areas.~~

~~2. "Any easements or rights-of-way shown as 'to be dedicated by separate instrument' are shown on the plat for information purposes only. This plat does not dedicate said easements."~~

~~"Blanket solid waste collection easement as required for service [within the plat limits or insert specific lot or tract designation] is herein granted."~~

~~3. "Blanket [insert 'underground' if applicable] utility easement as required for service [within the plat limits or insert specific lot or tract designation] is herein granted to [insert name of public, private or franchise utility or certificated service provider of telecommunications]."~~

~~3. "Public pedestrian access easement is herein granted for persons traversing along the public parkway and needing to enter onto private property for the purpose of crossing a driveway. The easement is limited to those portions of the as-constructed driveways and walks which may extend outside public right-of-way onto private property and are constructed for the continuance of the accessible routes across the back of the driveway. This easement applies to existing and any future drive entrances as constructed."~~

~~3. Plats in the City's extraterritorial jurisdiction shall include a certificate of approval by the County Commissioner's Court that shall be placed on every Final Plat and signed prior to recording of the plat documents at the courthouse.~~

~~APPROVED this _____day of _____, 20__, by The Commissioners Court of the COUNTY OF LUBBOCK, TEXAS~~
~~APPROVED~~

~~_____~~
~~COUNTY JUDGE~~
~~ATTEST~~

~~_____~~
~~COUNTY CLERK~~

Section 39.04.024 Required Notice for Final Plats Containing Lake or Flood Risk Areas

a. When any portion of a proposed plat contains a lake or other flood risk area identified on the Federal Emergency Management Agency flood hazard maps, the following notice shall be printed on the face of the final plat:

"Either all or a portion of this surveyed property lies within a 'Special Flood Hazard ~~Boundary~~Area.' 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."

b. If any portion of a lake area is included in a proposed final plat, such areas shall be designated as a stormwater drainage and impoundment easement.

Section 39.04.025 Required Notice for Plats Approved by Director of Planning

b. **Forms and Fees**. Every development application required by this UDC shall be submitted in a format and in numbers established in the City's Development Guidebook and shall include the corresponding application fee that is established by the City Council.

c. **Authorization to Initiate an Application**. Table 39.07.003-2, *Application Authorization*, denotes those who are authorized to initiate each of the application types.

Table 39.07.003-2
Application Authorization

♦Entity may initiate an application

Application Type	City Council ~~, or~~ Planning and Zoning Commission or Director of Planning, or designee	Property Owner (Including His or Her Agent)	Party Aggrieved by an Administrative Decision[1]
Administrative Applications		♦	
Legislative Applications	♦	♦	
Appeals of Administrative Decisions			♦
All Other Quasi-Judicial Applications		♦	
Subdivision Applications	♦	♦	

d. **Refunds**. Fees for a denied, expired, voided, or revoked application are not refundable.

e. **Deadlines**. The Director of Planning may establish application submittal deadlines.

f. **Continuing Review Process**. Application submittals shall subsequently undergo a completeness application review established in Section 39.07.004, *Application Completeness Review,* before being deemed as submitted to the City.

Section 39.07.004 Application Completeness Review

a. **All Applications**. Table 39.07.003-1, *Review Steps*, denotes that all development applications are required to undergo completeness review.

b. **Director of Planning Responsibility**. The Director of Planning shall review all development application submittals for completeness.

c. **Meaning of Complete Submittal**. The Director of Planning shall deem complete an application that contains:

1. *All Information*. All of the application information required in the application form;
2. *Certifications*. Documents or drawings that are prepared and certified by qualified professionals (where such certifications are required); and
3. *Fee*. The application fee.

d. **Notification to Applicant.** If and when the application is deemed complete, the Director of Planning shall notify the applicant in writing.

e. **Timeline for Review.** The completeness review required in Subsection b., *Director of Planning Responsibility*, above, shall be accomplished no later than five business days after an applicant submits a potential application.

f. **Plat Filing.** A Final Plat, Preliminary Plat, or Replat is considered "filed" when the Director of Planning deems it complete in accordance with Subsection c., *Meaning of Complete Submittal*, above, when the Director of Planning completes the review process and finds that there are no more corrections to be made~~, and when the Director of Planning places the plat on an official Planning and Zoning Commission agenda for final decision~~.

1. *Timing*. Plats shall be ~~considered~~ reviewed within 30 days after the date the plat is "filed".

2. *Final Decision*. Plats shall be approved, conditionally approved, or disapproved within the timeframe established in Chapter 212 of the Texas Local Government Code, unless the applicant requests ~~a one time~~an extension not to exceed 30 ~~-~~days ~~extension~~ in accordance with Texas Local Government Code § 212.009(b-2), and the ~~Planning and Zoning Commission~~Director of Planning approves the request in writing.

~~3. *Postponement*. Once the Director of Planning places a plat on the Planning and Zoning Commission agenda, postponement may not be granted other than by means in f.2., above. If no extension is granted, the application shall be deemed denied. Otherwise, if approved, the application shall be placed on the next Planning and Zoning Commission agenda.~~

~~4.~~3. *Extension*. If the applicant requests extension of a hearing or decision relating to plat approval, and an extension as authorized above is not approved, the applicant shall abide by the decision rendered without the granting of an extension or withdraw and resubmit the application.

g. **Incomplete Applications.**

1. *Director of Planning Duties*. If the Director of Planning determines that a submittal is not complete, the Director of Planning shall:
   A. Notify the applicant in writing with a list of all missing or incomplete items; and
   B. Provide a maximum of 45 calendar days from receipt for the applicant to resubmit the missing or incomplete items.
2. *Rejection*. If the missing or incomplete items are not submitted within the 45-day period, then the Director of Planning shall deem the application rejected, shall not accept the application for filing, and shall make the submittal available to the applicant for retrieval. After the Director of Planning rejects an application, a new application and fee shall be required if the applicant wishes to apply again.
3. *Not Considered Submitted*. Incomplete or rejected applications are not considered "submitted" or "filed" for the purposes of Texas Local Government Code Chapter 212, Chapter 245, or for any other purpose. Complete applications are considered submitted on the date that the Director of Planning deems them complete.
4. *Submittal of Corrections*. Corrected and submitted applications are not considered complete and submitted until ~~the next available processing cycle deadline. For example, if a submittal deadline is on Monday, October 12, and a corrected application is submitted on October 13, then the application is deemed submitted and received for completion on the following submittal deadline of October 19~~all of the missing or imcomplete items have been provided to the City and/or corrected and provided to the City as set forth in the notice from the Director of Planning, or designee by or before the deadline stated in the notice.

h. **Continuing Review Process**. Complete applications shall subsequently undergo the processes established in Section 39.07.005, *Staff Review and Distribution*.

Section 39.07.005 Staff Review and Distribution

a. **Applications Requiring Staff Review and Distribution**. Table 39.07.003-1, *Review Steps*, denotes that all development applications are required to undergo staff review and distribution.

b. **Final Decision or Distribution**. After completeness determination, the appropriate administrative body shall, according to the review responsibilities of Section 39.07.012, *Development Review Summary Table*:

1. *Review and Comment*. Review the Administrative application and provide comments to the applicant, which may include required revisions based on the requirements of this UDC and other adopted requirements and standards;
2. *Review and Decide*. Review and make a final decision on the Administrative application; or

e. **Decisions**. All official decision actions shall require the affirmative vote of the number of members as specified in the City Charter and City of Lubbock Code of Ordinances.

f. **Continuing Review Process**. Requests receiving approval at a public meeting or hearing may subsequently undergo the processes established in Section 39.07.009, *Post-Approval Provisions*.

g. **Successive Applications**. The Director of Planning shall not accept any application that was recommended for denial by the Planning and Zoning Commission and denied by the City Council 12 months prior if the Director determines there have been no substantive changes in circumstances related to an application or no substantive changes to the application submittal itself.

Section 39.07.009 Post-Approval Provisions

a. **Requests Subject to Post-Approval Provisions**. Table 39.07.003-1, *Review Steps*, denotes the development requests that are subject to post-approval provisions.

~~b. **Approval with Conditions or Modification of Requests at Public Meeting or Hearing.**~~

~~0. *Modification*. An applicant may agree to modify a request, including, but not limited to, the plans and specifications submitted, in response to questions or comments by persons appearing at a public meeting or hearing or to suggestions or recommendations by the legislative or quasi-judicial body holding the meeting or hearing.~~

~~0. *No Further Action*. Unless such modifications are so substantial that the legislative or quasi-judicial body determines that it cannot reasonably be expected to perceive the nature and impact of the proposed changes without revised application materials, the body may make a recommendation or conditionally approve the request with the requirement that the approval is not effective until the applicant submits materials reflecting the agreed-upon changes to the Director of Planning. A legislative or quasi-judicial body shall not accept any subsequent application and shall make no further approvals related to the subject property until the applicant submits the required modifications.~~

~~0. *Referral*. Where deemed appropriate by a decision-making body, modifications may be referred back to the recommending body for review, prior to further consideration.~~

~~f.~~b. **Modification of an Approved Application.** Except as provided in Subsection d., *Correction of Errors in Approved but Unrecorded Plats*, below, modifications to approved applications or requests shall be done in accordance with Section 39.07.028, *Minor Modification of an Approved Application*, or, if the change does not meet the criteria for a minor modification, the application shall be resubmitted as a new application.

~~g.~~c. **Revocation of Approval**. An administrative, legislative, or quasi-judicial body may revoke any permit or approval it has issued where there has been a violation of the provisions of this UDC or a deliberate misrepresentation of fact on the application or in the public meeting or hearing.

~~h.~~d. **Approvals Run with Land**. Permits or approvals authorizing a particular land use or structure shall run with the land and transfer with the subsequent ownership of the land and structures.

~~i.~~e. **Recordation of Plat**.

1. *Submittals for Recording*. The applicant shall provide the following to the Director of Planning after approval of a Minor or Amending Plat, Conveyance Plat, Final Plat, or Replat, where applicable:
   A. Tax certificate(s) from the Lubbock Central Appraisal District stating that no taxes are delinquent against the property; and
   B. Three durable copies of the plat, reproducible true to industry-standard engineering scales on standard ANSI or Architectural sheet sizes sufficient to legibly illustrate the proposed layout and required information. However, the dimension of the plat sheet may not exceed 24 inches by 36 inches.

Table 39.07.012-1
Development Review Summary

PZC=Planning and Zoning Commission | CC= City Council | ZBA=Zoning Board of Adjustment | UDHPC= Urban Design and Historic Preservation Commission | DRC = Development Review Committee | SUP = Specific Use Permit | COA = Certificate of Appropriateness

Development Application (Reference)	Submittal Timing	Expiration	Review Responsibilities			Applicable Standards
			Recommendation	Final Decision	Appeal	
Appeal of Administrative Decision (39.07.039)	Within 30 days after a final decision by the Director of Planning, Building Inspector, or City Engineer on a matter addressed in this UDC		ZBA			--
SUBDIVISION REVIEW APPLICATIONS: Require final decisions related to dividing larger tracts of land into smaller lots. City staff or legislatively appointed administrative bodies make final decision based on regulations in this UDC and on technical requirements of various City departments, local and state agencies, and utilities.						
Preliminary Plat (39.07.040)	Prior to Final Plat submittal	2 years; See Section 39.07.041 for renewal of a multi-phase Preliminary Plat as each phase receives Final Plat approval	1st: DRC ~~2nd: Director of Planning~~	Director of Planning ~~PZC~~	ZBA	Article 39.04
Final Plat (39.07.041)	Following approval of a Preliminary Plat and receipt of final drainage plan per Sec. 39.04.021	2 years; None after recordation	~~Director of Planning~~	Director of Planning~~PZC~~		
Replat (39.07.042)	Prior to changing the number of lots on a recorded plat		1st: DRC ~~2nd: Director of Planning~~	Director of Planning~~PZC~~		
Vacating Plat (39.07.043)	Prior to removing the force of a recorded plat covering a property or properties			Administrative body that approved the original Minor, Amending, Replat, or Final Plat		--
Waiver of Improvements (39.07.044)	Concurrent with submittal of a Preliminary Plat, Final Plat, or Replat	When associated plat expires	City Engineer		CC	Sections 39.04.005, 39.04.012, and 39.04.013
Delay of Improvements (39.07.045)						

Division 7.2 Administrative Review Procedures

Section 39.07.013 Site Development Plan

a. **Generally**. In addition to the required procedures in Division 7.1, *Purpose, Applicability, and Common Review Procedures*, the following procedures shall apply to Site Development Plans.

a. **Generally**. In addition to the applicable required procedures in Division 7.1, *Purpose, Applicability, and Common Review Procedures*, the following shall apply to Appeals of Administrative Decisions.

b. **Purpose**. The purpose of an Appeal of Administrative Decision is to provide a vehicle for appeal of any final decision of the Director of Planning, Building Official, City Engineer, or Floodplain Administrator on any applications set out in Division 7.2, *Administrative Review Procedures*.

c. **Notice of Appeal**. Within 20 days after the date of a final written administrative decision, an appeal may be submitted to the Director of Planning, in writing, by any person aggrieved by the decision or by any official or department of the City affected by the decision. In the notice, the appellant shall set out all grounds for the appeal.

d. **Transmission of Records**. The staff person whose decision is under appeal shall transmit to the ZBA all of the documents constituting the record of the appealed action.

e. **Effect of Appeal**. The filing of an Appeal of Administrative Decision stays all proceedings in furtherance of the final decision appealed, unless the administrative official from whom the appeal is taken certifies in writing to the ZBA that, by reason of facts stated, a stay would, in their opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed except by a restraining order that may be granted by a court of competent jurisdiction.

f. **Specific Decision Criteria**. In determining whether to affirm or reverse, in whole or in part, or modify the appealed decision, the applicable review bodies shall consider, and the ZBA shall make findings on the following:

   1. *Record and Evidence*. The administrative decision was appropriate considering the written record of the case and the evidence presented.
   2. *UDC Requirements*. The decision reflects the requirements contained in this UDC.

g. **Effect of Decision**. In exercising its authority under this Section, the ZBA shall have the final decision-making powers of the administrative official from whom the appeal is taken.

Division 7.5 Subdivision Review Procedures

Section 39.07.040 Preliminary Plat

a. **Generally**. In addition to the applicable required procedures in Division 7.1, *Purpose, Applicability, and Common Review Procedures*, the following shall apply to Preliminary Plats.

b. **Purpose**. The purpose of a Preliminary Plat is to provide sufficient information to evaluate and review the general design of a proposed subdivision to ensure compliance with the Master Development Plan, if applicable, and the requirements of this UDC prior to submittal of a Final Plat. If a Final Plat that includes all of an applicant's contiguous ownership is submitted to the City for approval, the Director of Planning shall have the option to not require a Preliminary Plat for the property.

c. **Applicant Responsibilities.** Preliminary Plats shall not be ~~placed on the Planning and Zoning Commission agenda for consideration~~ considered filed ~~unless~~ until the plat and other required documents as set forth herein are received by the Director of Planning ~~before the stated filing deadline~~, comply with Section 39.07.004, *Application Completeness Review*, and meet all of the following requirements:

   1. Completed Plat Application, signed by the current property owner as reflected on the Lubbock Central Appraisal District or current deed;
   2. Preliminary Plat document (.pdf). Plat sheet sizes shall be drawn at industry-standard engineering scales on standard ANSI or Architectural sheet sizes sufficient to legibly illustrate the proposed layout and required information. A minimum sheet size of 11" x 17" is required, however, the sheet is not to exceed 36" on any side;

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3. Prepared by a Surveyor. A Preliminary Plat shall be prepared by a Professional Land Surveyor registered in the State of Texas;
4. A preliminary drainage analysis and map (.pdf) that meets the requirements of the Drainage Criteria Manual of the City;
5. Application fee equal to $150 for the first acre with an additional $35 per acre thereafter, not to exceed $7,000.00; and
6. Water and sewer schematic layouts.

Document Requirements:

1. The following notice shall be printed on the face of each Preliminary Plat submitted: "Preliminary Plat – for inspection purposes only and in no way official or approved for recording purposes";
2. Drawn to the following scale per acreage within the plat boundary: 1"=50' for <1 acre; 1"=100' for <160 acres; 1"=100' or 1"=200' for >160 acres';
3. All unsubdivided contiguous land under single or common ownership shall be included in the Preliminary Plat. However, if approved by the Director of Planning prior to submittal, the limits of a Preliminary Plat may include a portion of the owner's contiguous land and extend to known identifiable limits such as collector streets, Playa Lakes, or other well-defined development barriers;
4. Location map, legibly illustrating the general position of the property relative to at least two intersecting City of Lubbock arterial streets or State highways and the location of the site with respect to the City (southeast, northwest, etc.);
5. Scale, north arrow, date, exact acreage, proposed subdivision name, and other pertinent site-specific descriptive information;
6. Property owner's name, address, and telephone number, including the record owner and warranty deed recording information of the proposed subdivision;
7. Accurate one-foot interval contours according to NAD83/NAVD88 datum or subsequent established United States Geodetic Survey data adopted by the City. The face of the Preliminary Plat must indicate the source, datum, and date of creation for the contour data;
8. The Preliminary Plat must be tied by survey to abutting section corners, or when the proposed subdivision abuts or is abutting an existing recorded plat, the Preliminary Plat may be tied by survey to such existing plat. Boundary lines for the proposed subdivision shall be indicated by heavy lines. Boundaries for lots and/or tracts within the plat boundary shall be shown in solid lines. Existing cross streets shall be shown for reference at the property boundary;
9. Where applicable, approximate location of any City limit lines including labels for inside and outside City limits;
10. Boundary lines, bearings, and distances sufficient to locate the exact area proposed for subdivision;
11. The name and location of all abutting subdivisions shall be drawn to the same scale and shown in dashed lines abutting the tract proposed for subdivision in sufficient detail to show accurately the existing streets and alleys and other features that may influence the layout and development of the proposed subdivision. Abutting unplatted land shall show property lines and owners of record. If the abutting land has a current approved Preliminary Plat, it shall be shown on the proposed Preliminary Plat;
12. The following adjoining and abutting property information shall be shown on all property adjoining and abutting the plat boundary:

    A. Subdivision name, Lot #, Block #, and recording information (if the property is platted);
    B. Name of ownership with deed and recording information (if the property is not platted); and
    C. Any recorded easements known to the surveyor at the time of submittal with recording information;

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13. The location, name, and width of all streets, alleys, public and private easements, and rights-of-way existing or proposed within the subdivision limits, along with the proposed names of streets;
14. A restriction prohibiting the fencing or obstruction of any easement shall be stated on the face of the plat, unless otherwise provided by this code or approved by the affected user of the easement;
15. The location of proposed closures of existing streets, alleys, easements, and rights-of-way;
16. The known location of all existing property lines within the area proposed for subdivision;
17. Proposed arrangement of lots. Property for residential use shall be platted as lots and shall be numbered consecutively from one (1) to the total number of lots in the subdivision. Property platted for commercial use, public use, or private street use shall be platted as tracts and shall be lettered in alphabetical order;
18. The title of the proposed subdivision, the name of the owner(s) with sufficient data to show ownership, and the proponent of the Preliminary Plat and current landowner(s) at time of submittal (if different than proponent). The proposed title shall not conflict with any previous subdivision name;
19. Playa Lake Areas, if any, shall conform to the requirements of Article 39.05, Division 5.3, *Playa Lakes Development and Ownership*;
20. Sites proposed for stormwater drainage and impoundment easements, parks or other property owned by the City or any other governmental entity shall contain no blanket or specific utility easement until approved by the City Engineer or authorized representative of other governmental entities;
21. A statement regarding maintenance of any installed detention/retention basins shall be stated on the face of the plat; and
22. All spelling on the plat shall be correct.

~~0. *Prepared by a Surveyor*. A Preliminary Plat shall be prepared by a Professional Land Surveyor registered in the State of Texas.~~

~~0. *Notice on Plat*. The following notice shall be printed on the face of each Preliminary Plat submitted: "Preliminary Plat - for inspection purposes only and in no way official or approved for recording purposes."~~

~~0. *Specifications*. Plat sheet sizes shall be drawn at industry-standard engineering scales on standard ANSI or Architectural sheet sizes sufficient to legibly illustrate the proposed layout and required information. However, one dimension of the plat sheet may not exceed 36 inches.~~

~~0. *Contents*. The subdivider shall provide the following items in a legible manner on a Preliminary Plat.~~

- ~~All unsubdivided contiguous land under single or common ownership shall be included in the Preliminary Plat. However, if approved by the Director of Planning prior to submittal, the limits of a Preliminary Plat may include a portion of the owner's contiguous land and extend to known identifiable limits such as collector streets, Playa Lakes, or other well-defined development barriers.~~
- ~~Location map, legibly illustrating the general position of the property relative to at least two intersecting City of Lubbock arterial streets or State highways.~~
- ~~Scale, north arrow, date, exact acreage, proposed subdivision name, and other pertinent site specific descriptive information.~~
- ~~Property owner's name, address, and telephone number, including the record owner and warranty deed recording information of the proposed subdivision.~~
- ~~Accurate one-foot interval contours according to NAD83/NAVD88 datum or subsequent established United States Geodetic Survey data adopted by the City. The face of the Preliminary Plat shall indicate the source, datum, and date of creation for the contour data.~~
- ~~The Preliminary Plat must be tied by survey to abutting section corners, or when the proposed subdivision abuts or is abutting an existing recorded plat, the Preliminary Plat may be tied by survey to such existing~~

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~~plat. Boundary lines for the proposed subdivision shall be indicated by heavy lines. Boundaries for lots and/or tracts within the plat boundary shall be shown in solid lines. Existing cross streets shall be shown for reference at the property boundary.~~

- ~~The approximate location of any City limit lines including labels for inside and outside City limits.~~
- ~~The name and location of all abutting subdivisions shall be drawn to the same scale and shown in dashed lines abutting the tract proposed for subdivision in sufficient detail to show accurately the existing streets and alleys and other features that may influence the layout and development of the proposed subdivision. Abutting unplatted land shall show property lines and owners of record. If the abutting land has a current approved Preliminary Plat, it shall be shown on the Preliminary Plat.~~
- ~~The following adjoining and abutting property information shall be shown on all property adjoining and abutting the plat boundary:~~
  - ~~Subdivision name, Lot #, Block #, and recording information (if the property is platted);~~
  - ~~Name of ownership with deed and recording information (if the property is not platted); and~~
  - ~~Any recorded easements known to the surveyor at the time of submittal with recording information.~~
- ~~The location, name, and width of all streets, alleys, public and private easements, and rights-of-way existing or proposed within the subdivision limits, along with the proposed names of streets.~~
- ~~The location of proposed closures of existing streets, alleys, easements, and rights-of-way.~~
- ~~The major road system and location of site with respect to the City (southeast, northwest, etc.)~~
- ~~The known location of all existing property lines within the area proposed for subdivision.~~
- ~~Proposed arrangement of lots. Property for residential use shall be platted as lots and shall be numbered consecutively from one to the total number of lots in the subdivision. Property platted for commercial use, public use, or private street use shall be platted as tracts and shall be lettered in alphabetical order.~~
- ~~The title of the proposed subdivision, the name of the owner(s) with sufficient data to show ownership, and the proponent of the preliminary plat and current landowner(s) at time of submittal (if different than proponent). The proposed title shall not conflict with any previous subdivision name.~~
- ~~Playa Lake Areas, if any, shall conform to the requirements of Division 5.3, *Playa Lakes Development and Ownership*.~~
- ~~Sites proposed for stormwater drainage and impoundment easements, parks, or other property owned by the City or any other governmental entity shall contain no blanket or specific utility easement until approved by the City Engineer or authorized representative of other governmental entities.~~
- ~~A preliminary drainage analysis and map that meets the requirements of the Drainage Criteria Manual of the City.~~
- ~~A statement regarding maintenance of any installed detention/retention basins shall be stated on the face of the plat.~~
- ~~Subdivision names shall not change once approved by the Planning and Zoning Commission.~~
- ~~All spelling on the plat shall be correct.~~

~~ff.~~d. **Specific Decision Criteria**.

1. *Review and Decision*. In determining whether to approve or deny a Preliminary Plat, the review bodies shall consider the applicable common decision criteria in Section 39.07.006, *Common Decision Criteria*, and the following:
   A. *Standards and Specifications*. The proposed development conforms to the design and improvement standards contained in the City's Engineering Minimum Design Standards and Specifications.

B. *Other Review Bodies*. If applicable, approval from any public school district sharing territory with the City of Lubbock, Lubbock County Commissioner's Court, and any legislative-created districts.

2. *Required Approval*. If the ~~Planning and Zoning Commission~~Director or Planning, or designee, finds that a Preliminary Plat complies with all the requirements of this Section and the applicable decision criteria, then ~~it is required to approve the Plat~~the Preliminary Plat shall be approved.

~~gg.~~e. **Approval Procedures.**

1. *Action by the ~~Planning and Zoning Commission~~Director of Planning, or designee*. ~~The Planning and Zoning Commission~~The Director of Planning, or designee, shall approve, approve with conditions ~~or~~, or disapprove the application. If the application is conditionally approved or disapproved, the ~~Planning and Zoning Commission~~Director of Planning, or designee, shall provide a written statement to the applicant in accordance with Texas Local Government Code Section 212.0091.
2. *Applicant Response to Conditional Approval or Disapproval.* The applicant may submit a response to the ~~Planning and Zoning Commission~~Director of Planning in accordance with Texas Local Government Code Section 212.0093. ~~If submitted in accordance with the filing calendar, the Director of Planning shall file the response with the Planning and Zoning Commission for consideration within 15 days.~~
3. *Consideration of Response by ~~Planning and Zoning Commission~~the Director of Planning*. The Director of Planning ~~and Zoning Commission~~ shall approve or disapprove a response submitted in accordance with Texas Local Government Code Section 212.0093 within 15 days after the date the response was submitted. If the response is disapproved, the ~~Planning and Zoning Commission~~Director of Planning shall provide a written statement to the applicant in accordance with Texas Local Government Code Section 212.0091.

~~hh.~~f. **Revisions and Reapplication.** If an owner proposes changes to a Preliminary Plat that do not substantially comply with the application that was approved by the ~~Planning and Zoning Commission~~Director of Planning, or designee, the applicant shall prepare a revised Preliminary Plat. The revised Preliminary Plat must be approved by the Director of Planning, or designee~~Planning and Zoning Commission~~ before the applicant submits a Final Plat.

~~ii.~~g. ~~**Commission**~~ **Final Decision**.

1. *Action*. The Director of Planning, or designee~~Planning and Zoning Commission~~ shall make a final decision on the Preliminary Plat ~~at a regularly scheduled meeting held~~ within 30 days of the date the Plat application is filed. This deadline may be extended an additional 30 days if the applicant requests ~~Planning and Zoning Commission~~ the Director of Planning, or designee approval, and the Director of Planning, or designee, agrees to a 30 day extension in writing.
2. ~~*No Action*. If no action is taken by the Planning and Zoning Commission at the end of the 30 day period, without the request of an extension, the Plat shall be deemed to have been approved.~~
3. ~~2.~~ *After Decision.* After the Director of Planning, or designee ~~Planning and Zoning Commission makes a final decision on~~ approves the Preliminary Plat, the applicant may then submit a Final Plat Application. A Preliminary Plat and a Final Plat shall not be submitted at the same ~~of the same subdivision shall not be placed on the same meeting agenda.~~ The Final Plat shall not be filed before receiving approval of the Preliminary Plat.

~~jj. **Appeal**. If the final decision on the Preliminary Plat is appealed, a vote of three-fourths of the City Council members shall be rendered to overturn the Planning and Zoning Commission's decision.~~

~~kk.~~h. **No Public Dedication**. Approval of the Preliminary Plat shall not constitute any real property grant or dedication or the acceptance of any public improvements.

Section 39.07.041 Final Plat

1. **Generally**. In addition to the applicable required procedures in Division 7.1, *Purpose, Applicability, and Common Review Procedures*, the following shall apply to Final Plats.

2. **Purpose**. The purpose of a Final Plat is to serve as the official recorded map of the property to be developed, showing the boundaries, lots, public streets, easements, and other significant facilities and features that are necessary to serve the development. The Final Plat shall conform to the approved Preliminary Plat, if any, and may constitute only a portion of the Preliminary Plat provided that such portions conform to all applicable requirements of this UDC.
3. **Improvements**. The Final Plat shall contain dedication for all internal and perimeter streets and alleys and other improvements within the portion proposed for Final Plat as shown on the approved Preliminary Plat.
4. **Land Not to be Excluded**.
    1. *Avoidance*. A Final Plat shall not exclude land that should otherwise be included for the purpose of avoiding requirements of this UDC, including, but not limited to, the requirement to improve existing perimeter streets or to dedicate a street designated on the current City of Lubbock Master Thoroughfare Plan.
    2. *Remainder Tracts*. In no case shall a Final Plat exclude land so as to leave a remainder of such size, shape, or location as not to be developable in substantial compliance with the requirements of this UDC.
5. **Applicant Responsibilities**. The Final Plat shall incorporate all ~~preliminary~~ Preliminary ~~plat~~ Plat information and conditions approved by the ~~Planning and Zoning Commission~~Director of Planning and shall meet all of the following requirements:
    1. An approved Preliminary Plat (.pdf) of the property, signed by the Director of Planning or their designee;
    2. Prepared by a Surveyor. A Final Plat shall be prepared by a Professional Land Surveyor registered in the State of Texas;
    3. Final Plat document (.pdf). Plat sheet sizes shall be drawn at industry-standard engineering scales on standard ANSI or Architectural sheet sizes sufficient to legibly illustrate the proposed layout and required information. A minimum sheet size of 11" x 17" is required, however, the sheet is not to exceed 36" on any side;
    4. Application fee of $350 for the first acre with $55 for each additional acre thereafter, not to exceed $5,000.00.
    5. Any supplementary materials required for approval;
    6. Dedication(s) by separate instrument (as indicated on the face of the final plat to be recorded), if applicable.
    7. Easement or right-of-way closure ordinance, if applicable; and
    8. Street island ordinance, if applicable.

    Document Requirements:

    1. Must conform to the approved associated Preliminary Plat, and may constitute only a portion of the Preliminary Plat;
    2. Shall contain right-of-way dedication for all internal and perimeter streets and alleys within the portion proposed for Final Plat as shown on the approved Preliminary Plat;
    3. The Final Plat dimensional control shall be in units of U.S. survey feet to the nearest one-hundredth of a foot. Directional control shall be shown as bearings to the nearest arc second. The description of the methodology used and the source, datum, and date of creation of the relevant points must be included on the face of the plat;
    4. Control for a Final Plat shall be established by one of the following methods. (1) The Final Plat may be tied by survey to adjacent section corners and lines; or (2) When the approved subdivision abuts or is adjacent to an existing recorded plat of the City of Lubbock or Lubbock County, the Final Plat may be tied by survey to such existing plat;
    5. The Final Plat shall include horizontal coordinates on at least two of the boundary corners relative to the Texas Coordinate System of 1983, North Central Zone datum as described in Texas Natural Resources Code, Title 2, Chapter 21, as amended, or subsequently established United States Geodetic Survey data adopted by the City of Lubbock;
    6. Drawn to the following scale per acreage within the plat boundary: 1"=50' for <1 acre; 1"=100' for >1 acre;

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7. The incorporation of all Preliminary Plat information and conditions approved by administrative review;
8. The plat boundary and the exact acreage included in that boundary;
9. Title or name of the plat. If a lot or tract is replatted, all land in the original lot(s) or tract(s) shall be replatted in order to retain the original plat name. A replat cannot "orphan" a part of a previously subdivided lot or tract;
10. The map scale, horizontal datum, north arrow and date;
11. Reference by name to recorded plats of adjacent and abutting properties;
12. Boundary lines of all lots, tracts, and parcels with accurate dimensions, bearings, radii, chord distances, and central angles of all curve segments, for all total curves. Such lines shall be shown in the same manner as required for Preliminary Plats in Section 39.07.038.c.4, *Contents*;
13. Numbers and letters to identify each lot or tract;
14. Lots shall be numbered consecutively from one (1) to the total number of lots in the subdivision. Tracts shall be lettered in alphabetical order. Such designation will be continuous in the order that Final Plats of portions of an approved Preliminary Plat are recorded with the County Clerk;
15. Replatted lots will be designated alphanumerically (e.g. Lot 1-A), and further subdivision will alternate numbers and letters (e.g. Lot 1-A-1, Lot 1-A-1-A). The same alternating method will be used for tracts (e.g. Tract A-1, Tract A-1-A, Tract A-1-A-1);
16. Private Streets and common open space and other common areas shall be platted as separate tracts and names must be approved by the City of Lubbock. Changes to existing private street names require approval of the City of Lubbock Building Official when the changes will affect existing residents;
17. All street and alley rights-of-way and easements shall be clearly shown on the Final Plat and the purpose and restrictions of use of such easement indicated;
18. Accurate location, dimensions, bearings, radii, chord distances, and central angles of all curve segments, for all total curves, shall be provided to readily establish location of rights-of-way and easements. Location of points of intersection and points of tangency of street intersections, other than right angle intersections, shall be indicated.
19. Bearing, distances, and ties to the property boundary (including medians) shall be indicated;
20. A key of abbreviations for easement types, such as utilities, cross-access, tree preservations, etc., shall be included on the Final Plat;
21. Legal references shall be provided for all previous dedications and easements abutting the property shall be indicated;
22. Name of each street and width of streets, alleys, and other rights-of-way shall be indicated;
23. Approved City Street names shall be shown first followed by any highway designation and numbering in parentheses if applicable. For example, "19th Street (US 62)". Directional prefixes such as "East" or "North" are required to be shown, where applicable;
24. All platted lots and tracts shall provide for collection of garbage consistent with Article 22.06 of this code unless alternatives are approved by the City Engineer;
25. The following surveyor's certificate shall be placed on every Final Plat and signed by the surveyor prior to submission to the Director of Planning:

KNOW ALL MEN BY THESE PRESENTS:

That I, _____, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments and/or other control shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Lubbock, Texas.

_____

26. The following certificate of approval by the Director of Planning or their designee shall be placed on every Final Plat and signed prior to recording of the plat documents at the courthouse:

Approved this _____ day of _____, 20_____,
by the Director of Planning, or designee, of the City of Lubbock, Texas.

_____
Director of Planning

The following notices shall be stated on the face of every plat:

1. "Heavy lines indicate plat limits.";

2. "All streets, alleys, and easements within plat limits are herein dedicated unless noted otherwise";

3. "No building permit shall be issued on any survey certificate that is not in accordance with an approved Final Plat and infrastructure and final drainage analysis acceptance by the Lubbock Code of Ordinances";

4. "All utility service shall be in accordance with the Underground Utilities Policy Statement by the Planning and Zoning Commission of the City of Lubbock, Texas and the provisions of Article 37.01 of the Lubbock Code of Ordinances";

5. "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 expense of the entity requesting such installation";

6. "All easements herein granted 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 utility company without the city or utility company being responsible or liable for the replacement of improvements, paving, or surfacing of the easement necessitated by such repair, removal, or replacement. Easements designated or intended for vehicular passage (utility and emergency) or pedestrian access shall not be fenced or otherwise obstructed"; and

7. "Minimum floor elevations shall conform to the requirements of the Lubbock Drainage Criteria Manual, as adopted by Ord. 10022, as amended, and Section 28.09.131, Section 28.14.004, and Section 30.03.073 of the Lubbock Code of Ordinances."

The following notices shall be stated on the face of the plat when they apply to that particular plat:

1. Any notices required in Unified Development Code Section 39.04.024, *Required Notice for Final Plats Containing Lake or Flood Risk Areas*, for lake or flood hazard areas;

2. "Any easements or rights-of-way shown as 'to be dedicated by separate instrument' are shown on the plat for information purposes only. This plat does not dedicate said easements";

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3. "Blanket solid waste collection easement as required for service [within the plat limits or insert specific lot or tract designation] is herein granted";

4. "Blanket [insert 'underground' if applicable] utility easement as required for service [within the plat limits or insert specific lot or tract designation] is herein granted to [insert name of public, private or franchise utility or certificated service provider of telecommunications]"; and

5. "Public pedestrian access easement is herein granted for persons traversing along the public parkway and needing to enter onto private property for the purpose of crossing a driveway. The easement is limited to those portions of the as-constructed driveways and walks which may extend outside public right-of-way onto private property and are constructed for the continuance of the accessible routes across the back of the driveway. This easement applies to existing and any future drive entrances as constructed."

~~0. *Prepared by a Surveyor*. A Final Plat shall be prepared by a Professional Land Surveyor registered in the State of Texas.~~

~~0. *Boundary and Acreage*. The plat boundary and the exact acreage included in that boundary.~~

~~0. *Name*. Title or name of the plat. If a lot or tract is replatted, all land in the original lot(s) or tract(s) shall be replatted in order to retain the original plat name.~~

~~0. *Specifications*. Plat sheet sizes shall be drawn at industry standard engineering scales on standard ANSI or Architectural sheet sizes sufficient to legibly illustrate the proposed layout and required information. However, one dimension of the plat sheet may not exceed 36 inches.~~

~~0. *Geographic Data*. The map scale, horizontal datum, north arrow and date.~~

~~0. *Adjacent and Abutting Properties*. Referenced by:~~

~~. Name of recorded plats of adjacent and abutting properties;~~

~~. Property lines and owners of record for unplatted land;~~

~~. A specific indication of applicable City Limit boundaries; and~~

~~. The following adjoining property information shall be shown on all property abutting the plat boundary:~~

~~. Subdivision name, Lot #, Block #, and recording information (if the property is platted);~~

~~. Name of ownership with deed and recording information (if the property is not platted); and~~

~~. Any recorded easements known to the surveyor at the time of submittal with recording information.~~

~~0. *Final Plat Survey and Control*.~~

~~. The Final Plat dimensional control shall be in units of U.S. Survey Feet to the nearest one-hundredth of a foot. Directional control shall be shown as bearings to the nearest arc second. The description of the methodology used and the source, datum, and date of creation of the relevant points must be included on the face of the plat. Control for a Final Plat shall be established by one of the following methods:~~

~~. The Final Plat must be tied by survey to adjacent section corners; or~~

~~. When the approved subdivision abuts or is adjacent to an existing recorded plat of the City of Lubbock or Lubbock County, the Final Plat may be tied by survey to such existing plat.~~

~~. The Final Plat shall include horizontal coordinates on at least two of the boundary corners relative to the Texas Coordinate System of 1983, North Central Zone datum as described in Texas Natural Resources Code, Title 2, Chapter 21, or subsequently established United States Geodetic Survey data adopted by the City of Lubbock.~~

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~~0. *Lot Lines*. Boundary lines of all lots, tracts, and parcels with accurate dimensions, bearings, radii, chord distances, and central angles of all curve segments, for all total curves. Such lines shall be shown in the same manner as required for Preliminary Plats in Section 39.07.040.c.4, *Contents*.~~

~~0. *Identification*. Numbers and letters to identify each lot or tract.~~

~~. Lots shall be numbered consecutively from one to the total number of lots in the subdivision. Tracts shall be lettered in alphabetical order. Such designation will be continuous in the order that Final Plats of portions of a Preliminary Plat are recorded with the County Clerk.~~

~~. Replatted lots will be designated alphanumerically (e.g. Lot 1-A), and further subdivision will alternate numbers and letters (e.g., Lot 1-A-1, Lot 1-A-1-A). The same alternating method will be used for tracts (e.g., Tract A-1, Tract A-1-A, Tract A-1-A-1).~~

~~. Private Streets and common open space and other common areas shall be platted as separate tracts and names must be approved by the City of Lubbock. Changes to existing private street names require approval of the City of Lubbock Building Official when the changes will affect existing residents.~~

~~0. *Street Width and Names*. All street and alley rights-of-way and easements shall be clearly shown on the plat and the purpose and restrictions of use of such easement indicated.~~

~~. Accurate location, dimensions, bearings, radii, chord distances, and central angles of all curve segments, for all total curves, shall be provided to readily establish the location of rights-of-way and easements. Location of points of intersection and points of tangency of street intersections other than right angle intersections shall be indicated;~~

~~. Bearing, distances, and ties to the property boundary (including medians);~~

~~. A key of abbreviations for easement types, such as utilities, cross-access, tree preservations, etc., shall be included on the plat;~~

~~. Legal references shall be provided for all previous dedications and easements abutting the property;~~

~~. Name of each street and width of streets, alleys, and other rights-of-way; and~~

~~. Approved City Street names shall be shown first followed by any highway designation and numbering in parentheses if applicable. For example, "19th Street (US 62)".~~

~~0. *Solid Waste and Recycling Collection*. All platted lots and tracts shall provide for collection of solid waste and recycling consistent with Article 22.06 of the City of Lubbock Code of Ordinances unless alternatives are approved by the City Council.~~

~~0. *Symbology*. All symbology on the plat shall be distinct, consistent, and labeled in the legend. If multiple features overlap, labels need to be included to distinguish what is proposed.~~

~~0. *For Review Purposes Only*. Temporary labeling shall be required on unrecorded adjacent and abutting plats considered "in platting process" or "under construction" that is shown on a Final Plat for review. These labels shall be taken off before final recording.~~

~~0. *Spelling*. All spelling on the plat shall be correct.~~

~~40.~~6. **Specific Decision Criteria**.

1. *Review and Decision*. In determining whether to approve or deny a Final Plat, the applicable review bodies shall consider the applicable common decision criteria in Section 39.07.006, *Common Decision Criteria*, and conformance to applicable portions of the approved Preliminary Plat.
2. *Required Approval*. If the ~~Planning and Zoning Commission~~Director of Planning, or designee finds that a Final Plat complies with all provisions of this Section and applicable decision criteria, then ~~it is required to approve the plat.~~the Final Plat shall be approved.

~~41.~~7. **Final Decision**.

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1. *Action.* The ~~Planning and Zoning Commission~~Director of Planning, or designee shall make a final decision on the Final Plat within 30 days of the date the plat is filed, as defined in Subsection 39.07.004.f, *Plat Filing*. The deadline may be extended an additional 30 days if the applicant requests ~~Planning and Zoning Commission~~an extension and the Director of Planning ~~approval~~approves the request in writing.

~~0. *No Action.* If no action is taken by the Director of Planning at the end of the 30-day period, without the request, the plat shall be deemed to have been approved.~~

~~43.~~8. **Illegal Subdivision**. Where an applicant seeks approval of a Final Plat for land that was subdivided in violation of this UDC, state law, or any prior Ordinance, and the development cannot comply with this UDC because of the unlawful subdivision, the Director of Planning may deny the plat, taking into account requirements related to lot area, lot width, and the ability to configure the proposed use on the lot.

~~44.~~9. **No Acceptance of Public Improvements**. Approval of the Final Plat shall not constitute the acceptance of any public improvements unless, and until, the City Engineer specifically agrees to such acceptance in accordance with Section 39.04.022, *Acceptance and Maintenance*.

~~45.~~10. **Recording**. Within 10 days of receipt and approval of the above documents, the Director of Planning shall record the approved Final Plat with the Lubbock County Clerk. After the plat has been recorded, the Director of Planning shall issue to the subdivider the necessary copies of the approved and signed Final Plat along with the Lubbock County filing number. Impact fees are determined in accordance with Section 41.03.003 of the Lubbock Code of Ordinances.

~~46.~~11. **Preliminary Plat Renewal**.

1. *Phasing*. For a development to be constructed in phases, the Final Plat may include only a portion of the land included in the Preliminary Plat.
2. *Two-Year Period*. Where only a portion of an approved Preliminary Plat is submitted for Final Plat approval, a Final Plat of the remaining area ~~may~~ shall be submitted at any time within two years of the date of Preliminary Plat approval.
3. *Renewal and Expiration*. If a Final Plat of the remaining area has not been submitted within the two-year time period, the portion of the Preliminary Plat for which no Final Plat has been submitted shall be deemed null and void. However, if at least one phase of the Preliminary Plat has received Final Plat approval, its public improvements have been completed, and it has been recorded with the Lubbock County Clerk, an extension to the two-year time limit shall be automatically granted for all phases.

~~47.~~12. **Street Closure**. Any streets, alleys, or easements dedicated to the public within the proposed Final Plat boundaries that are proposed for closure shall be closed by ordinance before the Final Plat can be recorded. These closures shall not be indicated on the Final Plat. The procedure for right-of-way closure is as follows:

1. Application for closure;
2. Preparation of Final Plat or Replat and indicating closed right-of-way;
3. Council approval of closure;
4. File closure ordinance; and
5. Final Plat recorded.

Section 39.07.042 Replat

a. **Generally**. In addition to the applicable required procedures in Division 7.1, *Purpose, Applicability, and Common Review Procedures*, the following shall apply to Replats.

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b. **Purpose**. The purpose of a Replat is to allow a property owner to add additional lots or public rights-of-way to a recorded plat without prior vacation, or to reconfigure lots within a recorded subdivision. The purpose of the replat shall be stated in the general notes on the face of the plat.

c. **Applicant Responsibilities**. Except as provided in this Subsection, applicant responsibilities shall be the same as those for a Final Plat. Refer to Subsection 39.07.041.d, *Applicant Responsibilities*.

d. **Replatting Without Vacating Preceding Plat**. In accordance with Texas Local Government Code Sections 212.014, 212.0145, and 212.015, a Replat of a subdivision or part of a subdivision may be recorded and is controlling over the preceding plat without vacation of that plat if the Replat:

   1. Is signed and acknowledged by only the owners of the property being replatted;
   2. Is approved, after a public hearing by the Planning and Zoning Commission on the matter, if required by Texas Local Government Code Section 212.015; and
   3. Does not attempt to amend or remove any covenants or restrictions.

e. **Utilities**. The relocation, modification, or abandonment of any utilities shall be the responsibility of the subdivider and shall be provided for concurrently with the Replat. The cost of any such relocation or abandonment shall be borne by the subdivider.

f. **Specific Decision Criteria**.

   1. *Review and Decision*. In determining whether to approve or deny a Replat, the applicable review bodies shall consider the applicable common decision criteria in Section 39.07.006, *Common Decision Criteria*.
   2. *Required Approval*. If the applicable review body finds that a Replat complies with all applicable decision criteria, then it is required to approve the Replat.

g. **Final Decision**.

   1. *Action.* The applicable review body shall make a final decision on the Replat within 30 days of the date the Plat is filed. The deadline may be extended an additional 30 days if the applicant submits a request~~s or consents~~it in writing ~~to the extension to act upon the Plat~~to the Director of Planning, and the Director of Planning approves the extension.
   ~~2. *No Action*. If no action is taken by the applicable review body at the end of the 30-day period, without the request or consent of an extension, the Plat shall be deemed to have been approved.~~

Section 39.07.043 Vacating Plat

a. **Generally**. In addition to the applicable required procedures in Division 7.1, *Purpose, Applicability, and Common Review Procedures*, the following shall apply to Vacating Plats.

b. **Purpose**. The purpose of a Vacating Plat is to eliminate the subdivision of property reflected by a prior recorded plat, whereby the subdivided land would return to a single unit of property.

c. **Vacation of Plat**. A recorded plat may be vacated in accordance with Texas Local Government Code Section 212.013

d. **Review and Decision**. In determining whether to approve or deny a Vacating Plat, the review body shall consider the applicable common decision criteria in Section 39.07.006, *Common Decision Criteria*.

e. **Utilities**. The relocation, modification, or abandonment of any utilities or easement preparation shall be the responsibility of the subdivider and shall be provided concurrently with the Vacating Plat. The cost of any such relocation or abandonment shall be borne by the subdivider.

Section 39.07.044 Waiver of Improvements

a. **Generally**. In addition to the applicable required procedures in Division 7.1, *Purpose, Applicability, and Common Review Procedures*, the following shall apply to Waivers.

Preliminary Plat Submission Checklist

I certify that all items checked have been provided. I understand that not providing all of this information will result in an incomplete application and delay the consideration of this application for approval.

_____ _____

Signature Date

Preliminary Plats may be submitted online through the Citizen Self-Service portal on the City of Lubbock website at www.mylubbock.us

Submission Requirements:

- ☐ Completed Plat Application, signed by the current property owner as reflected on the Lubbock Central Appraisal District or current deed.
- ☐ Preliminary Plat document (.pdf). Plat sheet sizes shall be drawn at industry-standard engineering scales on standard ANSI or Architectural sheet sizes sufficient to legibly illustrate the proposed layout and required information. A minimum sheet size of 11" x 17" is required, however, the sheet is not to exceed 36" on any side.
- ☐ Prepared by a Surveyor. A Preliminary Plat shall be prepared by a Professional Land Surveyor registered in the State of Texas.
- ☐ A preliminary drainage analysis and map (.pdf) that meets the requirements of the Drainage Criteria Manual of the City.
- ☐ Application fee equal to $150 for the first acre with an additional $35 per acre thereafter, not to exceed $7,000.00.
- ☐ Water and sewer schematic layouts.

Document Requirements:

- ☐ The following notice shall be printed on the face of each Preliminary Plat submitted: "Preliminary Plat – for inspection purposes only and in no way official or approved for recording purposes."
- ☐ Drawn to the following scale per acreage within the plat boundary: 1"=50' for <1 acre; 1"=100' for <160 acres; 1"=100' or 1"=200' for >160 acres.
- ☐ All unsubdivided contiguous land under single or common ownership shall be included in the Preliminary Plat. However, if approved by the Director of Planning prior to submittal, the limits of a Preliminary Plat may include a portion of the owner's contiguous land and extend to known identifiable limits such as collector streets, Playa Lakes, or other well-defined development barriers.

- ☐ Location map, legibly illustrating the general position of the property relative to at least two intersecting City of Lubbock arterial streets or State highways and the location of the site with respect to the City (southeast, northwest, etc.).
- ☐ Scale, north arrow, date, exact acreage, proposed subdivision name, and other pertinent site-specific descriptive information.
- ☐ Property owner's name, address, and telephone number, including the record owner and warranty deed recording information of the proposed subdivision.
- ☐ Accurate one-foot interval contours according to NAD83/NAVD88 datum or subsequent established United States Geodetic Survey data adopted by the City. The face of the Preliminary Plat must indicate the source, datum, and date of creation for the contour data.
- ☐ The Preliminary Plat must be tied by survey to abutting section corners, or when the proposed subdivision abuts or is abutting an existing recorded plat, the Preliminary Plat may be tied by survey to such existing plat. Boundary lines for the proposed subdivision shall be indicated by heavy lines. Boundaries for lots and/or tracts within the plat boundary shall be shown in solid lines. Existing cross streets shall be shown for reference at the property boundary.
- ☐ Where applicable, approximate location of any City limit lines including labels for inside and outside City limits.
- ☐ Boundary lines, bearings, and distances sufficient to locate the exact area proposed for subdivision.
- ☐ The name and location of all abutting subdivisions shall be drawn to the same scale and shown in dashed lines abutting the tract proposed for subdivision in sufficient detail to show accurately the existing streets and alleys and other features that may influence the layout and development of the proposed subdivision. Abutting unplatted land shall show property lines and owners of record. If the abutting land has a current approved Preliminary Plat, it shall be shown on the proposed Preliminary Plat.
- ☐ The following adjoining and abutting property information shall be shown on all property adjoining and abutting the plat boundary:
    i. Subdivision name, Lot #, Block #, and recording information (if the property is platted);
    ii. Name of ownership with deed and recording information (if the property is not platted); and
    iii. Any recorded easements known to the surveyor at the time of submittal with recording information.
- ☐ The location, name, and width of all streets, alleys, public and private easements, and rights-of-way existing or proposed within the subdivision limits, along with the proposed names of streets.
- ☐ A restriction prohibiting the fencing or obstruction of any easement shall be stated on the face of the plat, unless otherwise provided by this code or approved by the affected user of the easement.
- ☐ The location of proposed closures of existing streets, alleys, easements, and rights-of-way.

- ☐ The known location of all existing property lines within the area proposed for subdivision.
- ☐ Proposed arrangement of lots. Property for residential use shall be platted as lots and shall be numbered consecutively from one (1) to the total number of lots in the subdivision. Property platted for commercial use, public use, or private street use shall be platted as tracts and shall be lettered in alphabetical order.
- ☐ The title of the proposed subdivision, the name of the owner(s) with sufficient data to show ownership, and the proponent of the Preliminary Plat and current landowner(s) at time of submittal (if different than proponent). The proposed title shall not conflict with any previous subdivision name.
- ☐ Playa Lake Areas, if any, shall conform to the requirements of Article 39.05, Division 5.3, *Playa Lakes Development and Ownership*.
- ☐ Sites proposed for stormwater drainage and impoundment easements, parks or other property owned by the City or any other governmental entity shall contain no blanket or specific utility easement until approved by the City Engineer or authorized representative of other governmental entities.
- ☐ A statement regarding maintenance of any installed detention/retention basins shall be stated on the face of the plat.
- ☐ All spelling on the plat shall be correct.

Final Plat Submission Checklist

I certify that all items checked have been provided. I understand that not providing all of this information, as well as submitting drainage and construction plans at or immediately after the date of this submittal, will result in an incomplete application and delay the consideration and scheduling of this application for approval.

_____ _____

Signature Date

Final Plats may be submitted online through the Citizen Self-Service portal on the City of Lubbock website at www.mylubbock.us

Submission Requirements:

- ☐ An approved Preliminary Plat (.pdf) of the property, signed by the Director of Planning or their designee.
- ☐ Prepared by a Surveyor. A Final Plat shall be prepared by a Professional Land Surveyor registered in the State of Texas.
- ☐ Final Plat document (.pdf). Plat sheet sizes shall be drawn at industry-standard engineering scales on standard ANSI or Architectural sheet sizes sufficient to legibly illustrate the proposed layout and required information. A minimum sheet size of 11" x 17" is required, however, the sheet is not to exceed 36" on any side.
- ☐ Application fee of $350 for the first acre with $55 for each additional acre thereafter, not to exceed $5,000.00.
- ☐ Any supplementary materials required for approval.
- ☐ Dedication(s) by separate instrument (as indicated on the face of the final plat to be recorded), if applicable.
- ☐ Easement or right-of-way closure ordinance, if applicable.
- ☐ Street island ordinance, if applicable.

Document Requirements:

- ☐ Must conform to the approved associated Preliminary Plat, and may constitute only a portion of the Preliminary Plat.
- ☐ Shall contain right-of-way dedication for all internal and perimeter streets and alleys within the portion proposed for Final Plat as shown on the approved Preliminary Plat.
- ☐ The Final Plat dimensional control shall be in units of U.S. survey feet to the nearest one-hundredth of a foot. Directional control shall be shown as bearings to the nearest arc second. The description of the methodology used and the source, datum, and date of creation of the relevant points must be included on the face of the plat.
- ☐ Control for a Final Plat shall be established by one of the following methods. (1) The Final Plat may be tied by survey to adjacent section corners and lines; or (2) When the approved subdivision abuts or is adjacent to an existing recorded plat of the City of Lubbock or Lubbock County, the Final Plat may be tied by survey to such existing plat.
- ☐ The Final Plat shall include horizontal coordinates on at least two of the boundary corners relative to the Texas Coordinate System of 1983, North Central Zone datum as described in Texas Natural Resources Code, Title 2, Chapter 21, as amended, or subsequently established United States Geodetic Survey data adopted by the City of Lubbock.
- ☐ Drawn to the following scale per acreage within the plat boundary: 1"=50' for <1 acre; 1"=100' for >1 acre.
- ☐ The incorporation of all Preliminary Plat information and conditions approved by administrative review.
- ☐ The plat boundary and the exact acreage included in that boundary.
- ☐ Title or name of the plat. If a lot or tract is replatted, all land in the original lot(s) or tract(s) shall be replatted in order to retain the original plat name. A replat cannot "orphan" a part of a previously subdivided lot or tract.
- ☐ The map scale, horizontal datum, north arrow and date.

- ☐ Reference by name to recorded plats of adjacent and abutting properties.
- ☐ Boundary lines of all lots, tracts, and parcels with accurate dimensions, bearings, radii, chord distances, and central angles of all curve segments, for all total curves. Such lines shall be shown in the same manner as required for Preliminary Plats in Section 39.07.038.c.4, *Contents*.
- ☐ Numbers and letters to identify each lot or tract.
- ☐ Lots shall be numbered consecutively from one (1) to the total number of lots in the subdivision. Tracts shall be lettered in alphabetical order. Such designation will be continuous in the order that Final Plats of portions of an approved Preliminary Plat are recorded with the County Clerk.
- ☐ Replatted lots will be designated alphanumerically (e.g. Lot 1-A), and further subdivision will alternate numbers and letters (e.g. Lot 1-A-1, Lot 1-A-1-A). The same alternating method will be used for tracts (e.g. Tract A-1, Tract A-1-A, Tract A-1-A-1).
- ☐ Private Streets and common open space and other common areas shall be platted as separate tracts and names must be approved by the City of Lubbock. Changes to existing private street names require approval of the City of Lubbock Building Official when the changes will affect existing residents.
- ☐ All street and alley rights-of-way and easements shall be clearly shown on the Final Plat and the purpose and restrictions of use of such easement indicated.
- ☐ Accurate location, dimensions, bearings, radii, chord distances, and central angles of all curve segments, for all total curves, shall be provided to readily establish location of rights-of-way and easements. Location of points of intersection and points of tangency of street intersections, other than right angle intersections, shall be indicated.
- ☐ Bearing, distances, and ties to the property boundary (including medians) shall be indicated.
- ☐ A key of abbreviations for easement types, such as utilities, cross-access, tree preservations, etc., shall be included on the Final Plat.
- ☐ Legal references shall be provided for all previous dedications and easements abutting the property shall be indicated.
- ☐ Name of each street and width of streets, alleys, and other rights-of-way shall be indicated.
- ☐ Approved City Street names shall be shown first followed by any highway designation and numbering in parentheses if applicable. For example, "19th Street (US 62)". Directional prefixes such as “East” or “North” are required to be shown, where applicable.
- ☐ All platted lots and tracts shall provide for collection of garbage consistent with Article 22.06 of this code unless alternatives are approved by the City Engineer.
- ☐ The following surveyor's certificate shall be placed on every Final Plat and signed by the surveyor prior to submission to the Director of Planning:

  KNOW ALL MEN BY THESE PRESENTS:

  That I, _____, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments and/or other control shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Lubbock, Texas.

  _____

- ☐ The following certificate of approval by the Director of Planning or their designee shall be placed on every Final Plat and signed prior to recording of the plat documents at the courthouse:

  Approved this _____ day of _____, 20_____,
  by the Director of Planning, or designee, of the City of Lubbock, Texas.

  _____
  Director of Planning

☐ The following notices shall be stated on the face of every plat:

(1) "Heavy lines indicate plat limits."

(2) "All streets, alleys, and easements within plat limits are herein dedicated unless noted otherwise."

(3) "No building permit shall be issued on any survey certificate that is not in accordance with an approved Final Plat and infrastructure and final drainage analysis acceptance by the Lubbock Code of Ordinances."

(4) "All utility service shall be in accordance with the Underground Utilities Policy Statement by the Planning and Zoning Commission of the City of Lubbock, Texas and the provisions of Article 37.01 of the Lubbock Code of Ordinances."

(5) "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 expense of the entity requesting such installation."

(6) "All easements herein granted 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 utility company without the city or utility company being responsible or liable for the replacement of improvements, paving, or surfacing of the easement necessitated by such repair, removal, or replacement. Easements designated or intended for vehicular passage (utility and emergency) or pedestrian access shall not be fenced or otherwise obstructed."

(7) "Minimum floor elevations shall conform to the requirements of the Lubbock Drainage Criteria Manual, as adopted by Ord. 10022, as amended, and Section 28.09.131, Section 28.14.004, and Section 30.03.073 of the Lubbock Code of Ordinances."

☐ The following notices shall be stated on the face of the plat when they apply to that particular plat:

(1) Any notices required in Unified Development Code Section 39.04.024, *Required Notice for Final Plats Containing Lake or Flood Risk Areas*, for lake or flood hazard areas.

(2) "Any easements or rights-of-way shown as 'to be dedicated by separate instrument' are shown on the plat for information purposes only. This plat does not dedicate said easements."

(3) "Blanket solid waste collection easement as required for service [within the plat limits or insert specific lot or tract designation] is herein granted."

(4) "Blanket [insert 'underground' if applicable] utility easement as required for service [within the plat limits or insert specific lot or tract designation] is herein granted to [insert name of public, private or franchise utility or certificated service provider of telecommunications]."

(5) "Public pedestrian access easement is herein granted for persons traversing along the public parkway and needing to enter onto private property for the purpose of crossing a driveway. The easement is limited to those portions of the as-constructed driveways and walks which may extend outside public right-of-way onto private property and are constructed for the continuance of the accessible routes across the back of the driveway. This easement applies to existing and any future drive entrances as constructed."

Addressing Remaining Issues with Downtown Zoning

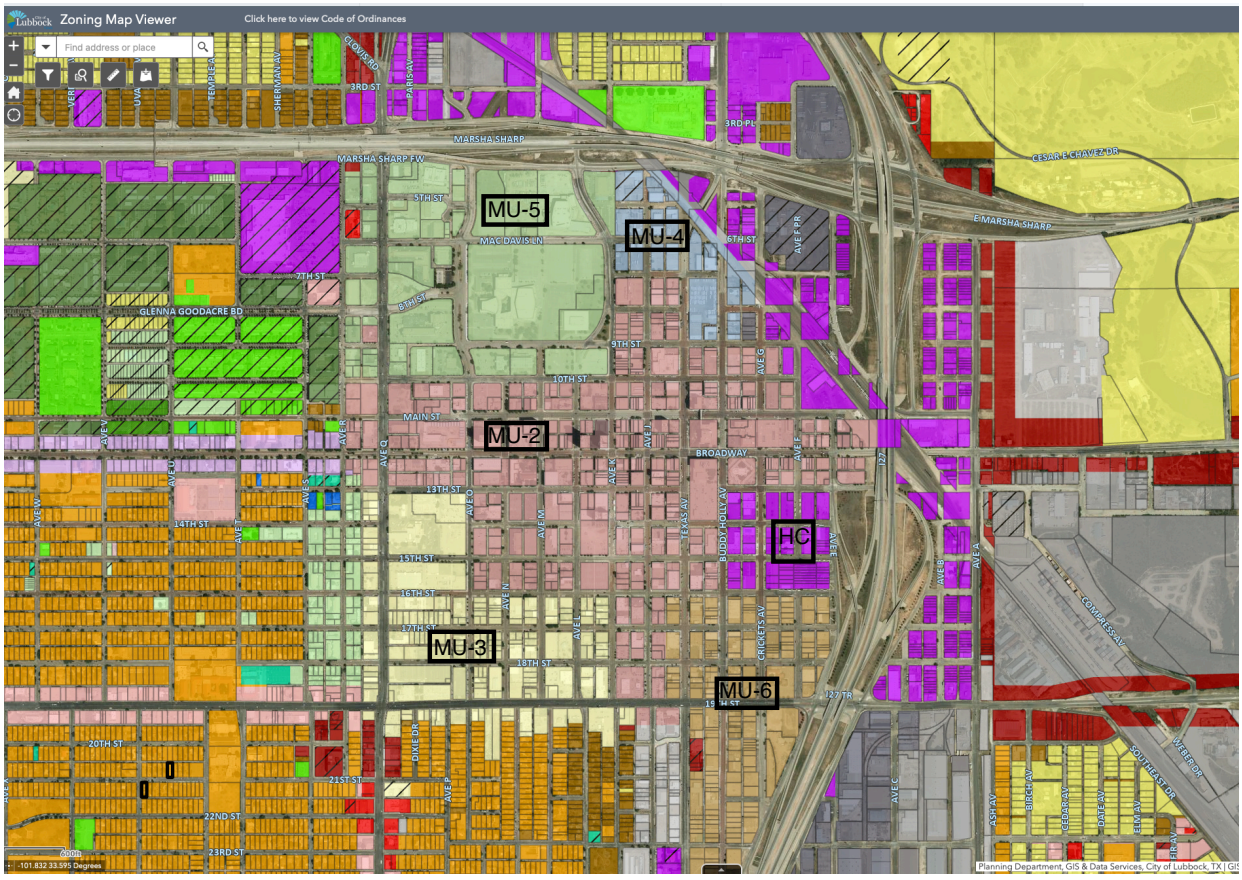
The adoption of the UDC set the stage for addressing some persistent zoning issues inside the Central Business District TIF. The shift from *use-based* to *form-based* zoning changes the paradigm in much of the CBD TIF, but not in all of it. Moreover, despite stakeholder input during the UDC creation process, the zoning classifications in the new MU districts are overly complex – a vestige of "CB- " district zoning.

This is a proposal to address the following issues:

- MU districts that create distinctions without meaningful districts
- Areas in an MU district that might best be served in another MU district
- Areas of the CBD TIF that were not in "CB- " districts, and thus are not in MU districts

MU Districts as Adopted

The UDC, as adopted, establishes new MU districts follow the boundaries of the "CB- " districts. Relevant to the CBD TIF, CB-2 became MU-2, CB-3 became MU-3, CB-4 became MU-4, CB-5 became MU-5, and CB-6 became MU-6.[i]



Through the UDC process, I made multiple attempts to encourage a simplification of the districts. My primary motivations to do so were i) a read of the proposed MU districts creating differences without distinctions, ii) a feeling that the physical fabric of DT was

not so broadly different to justify the additional complexity, and iii) a belief, recognized during the Downtown Master Plan Update process, that the "district" mindset was sometimes a hindrance.

An example of how the UDC presents the physical parameters of the MU Districts in the CBD TIF is attached are Exhibit "A".[ii]

I inventoried the physical parameters of the MU districts in the CBD TIF:

	MU-1 West Broadway	MU-2 Broadway	MU-3 General	MU-4 Arts	MU-5 Civic	MU-6 Depot
2. Building Form						
Max Building Height	2 Stories, not exceeding 45'	None	None	None	None	None
Building Height Setback		20' in depth, after 4th Story or 40'				
Building Height Stepback			After 4th story or 40'	After 4th story or 40'		After 4th story or 40'
Min. Ground Floor Elevation		14'	12'	12'		12'
Min. Ground Floor Elevation (Residential)		9'	9'	9'		9'
Min. Ground Finish Floor (Commercial)		0'	0'	0'	0'	0'
Min. Ground Finish Floor (Residential)		0'	0'	0'	0'	0'
3. Building Placement						
Setbacks						
Minimum Front Setback	25'				0'	
Minimum Side Street Setback	10'				0'	
Minimum Front Build-to-Zone		0'	0'	0'		0'
Maximum Front Build-to-Zone		10'	25'	10'		10'
Minimum Side Build-to-Zone		0'	0'	0'		0'
Maximum Side Build-to-Zone		10'	10'	10'		10'
Minimum Side Setback	5'	0'	0'	0'	0'	0'
Minimum Rear Setback	5'; 20' for garages	0'	0'	0'	0'	0'
Frontage Build-out						
Minimum Front Street Frontage	30%	90%	60%	60%	30%	60%
Minimum Side Street Frontage	None	30%	30%	30%	40%	30%
Block Standards						
Maximum Block Perimeter	2,000 linear feet	2,000 linear feet	2,000 linear feet	2,000 linear feet	None	2,000 linear feet
Minimum Lot Width	50'	25'	25'	25'	None	25'
Minimum Lot Depth	None	30'	30'	30'	None	30'
Minimum Lot Area	None	None	None	None	None	None
Maximum Lot Coverage	100%; 50% for residential uses	100%	100%	100%	100%	100%
5. Parking Locations						
Minimum Front Setback	25'	30'	30'	30'	30'	30'
Minimum Side Setback	0'	30'	30'	30'	30'	30'
Minimum Side Street Setback	5'	0'	0'	0'	0'	0'
Minimum Rear Setback (Lot)	5' for single story; 10' for two-story	5'	5'	5'	5'	5'
Minimum Rear Setback (Alley)		0'	0'	0'	0'	0'
Minimum Rear Setback (Street)		30'	30'	30'	30'	30'
6. Allowed Encroachments						
Frontage Types	Porch, Terrace, Stoop, Shopfront, Gallery & Arcade, Awning, Canopy	Forecourt, Stoop, Shopfront, Gallery & Arcade, Awning, Canopy, Marquee	Forecourt, Porch, Stoop, Shopfront, Gallery & Arcade, Awning, Canopy, Marquee	Forecourt, Porch, Stoop, Shopfront, Gallery & Arcade, Awning, Canopy, Marquee	Forecourt, Stoop, Shopfront, Gallery & Arcade, Awning, Canopy, Marquee	Forecourt, Porch, Stoop, Shopfront, Gallery & Arcade, Awning, Canopy, Marquee
Other	Bay window, Chimneys, Outdoor Dining, Pedestrian Street lights, Planters	Pedestrian Street Lights, Projecting Wall Signs, Outdoor Dining, Planters	Pedestrian Street Lights, Projecting Wall Signs, Outdoor Dining, Planters	Pedestrian Street Lights, Projecting Wall Signs, Outdoor Dining, Planters	Pedestrian Street Lights, Projecting Wall Signs, Outdoor Dining, Planters	Pedestrian Street Lights, Projecting Wall Signs, Outdoor Dining, Planters

MU-4 and MU-6 are identical. MU-3 varies by a single parameter.

As a general concept, uses are less restricted in a form-based environment. Form-based equates to a primary concern with the look, or form, of the district, rather than a focus on uses. Nonetheless, uses in the UDC are generally outlined in the Land Use Matrix, a copy of which is attached as Exhibit "B".[iii] This is true of the MU districts in the CBD TIF.

There are well over 100 use types in the UDC. Differences exist between MU-3, MU-4, and MU-6 in only thirteen of those use types.

DOWNTOWN AMENDMENT 1A:

1) Redesignate anything zoned MU-4 and MU-6 as MU-3
   a) In **Table 39.02.003-1** Change the "Former Zoning District" Column cell for MU-3 to read, "CB-3, CB-4/MU-4, CB-6/MU-6"; AND
   b) In **Table 39.02.003-1**, Delete the rows for "Depot (MU-4)" and "Arts (MU-6)"; AND
   c) Replace the contents of Subsection 39.02.005.e and Subsection 39.02.005.g with "Reserved".
2) Change **Subsection 39.02.005.d.3** such that the Maximum Front Built-to-Zone in MU-3 shall be 10'.
3) In **Table 39.02.016-1** make the Single-Family Detached Dwelling use L in MU-3, and add L criteria (to **Subsection 39.02.018.c.7** to state:
   "7. General (MU-3)
   a) Only Single-Family Detached Dwelling is allowed on a blockface developed for Single-Family Detached Dwellings; and
   b) Notwithstanding Subsection 39.02.005.d.3, the Maximum Front Build-to-Zone for a Single-Family Detached Dwelling use is 25'."
4) In **Table 39.02.016-1** delete the columns for MU-4 and MU-6
5) In **Table 39.02.016-1 c**hange the P to L for Alcoholic Beverages, Off-Site Consumption (Package Store) and add an L criteria (to **Subsection 39.02.018.h.4** to state:
   "4. General (MU-3) the Package Store shall meet all state and other separation requirements and be located a minimum of 300 feet, measured from property line to property line, from any property from any Single-Family Detached Dwelling in existence at the time of the zone change."

MU AREAS IN THE CBD TIF THAT WOULD BE BETTER SERVED IN OTHER MU DISTRICTS

MU-2 was drafted to describe and encompass a particularly dense environment. The Downtown Master Plan Update describes similar features on Ave J north of Broadway and on Buddy Holly south of Broadway. However, the former CB-2 district enveloped a larger area.

DOWNTOWN AMENDMENT 1B:

Redesignate anything zoned MU-2 north of 10th St. as MU-3.

1) In **Table 39.02.003-1** add to the "Former Zoning District" Column cell for MU-3 to read, "CB-2/MU-2 located north of 10th Street"

Redesignate anything zoned MU-2 south of 13th St. and west of Texas Ave. as MU-3.

2) In **Table 39.02.003-1** add to the "Former Zoning District" Column cell for MU-3 to read, "CB-2/MU-2 located south of 13th and west of Texas Avenue"

NON-MU AREAS IN THE CBD TIF

There exists a vestige of HC (Heavy Commercial) on the eastern edge of the CBD TIF.

DOWNTOWN AMENDMENT 1C:

Redesignate anything zoned HC inside the CBD TIF as MU-3

1) In **Table 39.02.003-1** add to the "Former Zoning District" Column cell for MU-3 to read, "HC located within the CBD TIF"

(Note, "grandfathering" of existing uses is handled in Subsection 39.01.010.)

As a result of the above, the final version of "Former Zoning District" Column cell for MU-3 should read:
"CB-2/MU-2 located north of 10th Street, CB-2/MU-2 located south of 13th and west of Texas Avenue, CB-3, CB-4/MU-4, CB-6/MU-6, HC located within the CBD TIF"

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[i] See Section 39.02.003 Zoning District Establishment
[ii] See Subsection 39.02.005.d General (MU-3)
[iii] See Section 39.02.16

CHAPTER 39 – UNIFIED DEVELOPMENT CODE (UDC)

ARTICLE 39.02: ZONING DISTRICTS AND LAND USES

Division 2.2 Zoning Districts and Standards

Section 39.02.005 Base Mixed-Use Districts

Subsection 39.02.005.e Depot (MU-4)

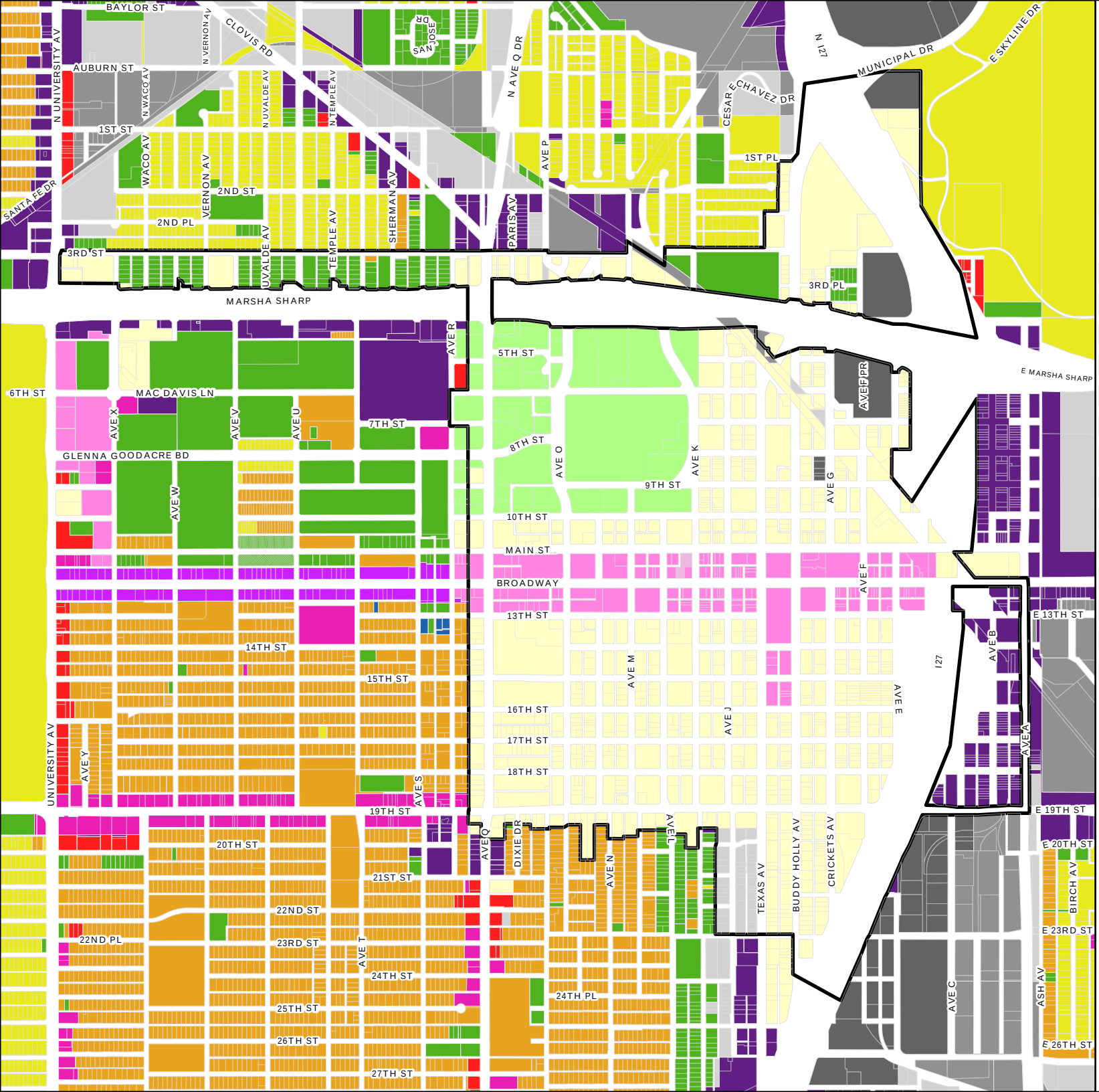
Example of restaurant with outdoor dining in MU-4 Depot district

Example of commercial storefronts in MU-4 Depot district

1. Overview

The MU-4 Depot district is a unique and diverse area of downtown Lubbock which primarily serves as an entertainment district with art galleries as well as artisan or micromanufacturing. Priority is placed on optimizing the physical characteristics of the built environment for increased walkability and a vibrant center building upon the historic character of Lubbock's neighborhood main streets. To maximize vibrancy and walkability, this district permits an intensity and mix of uses that are already in existence along Buddy Holly Avenue. This district supports the small-scale fine-grained character of the historic neighborhoods with a mix of attached and detached mixed-use buildings on small lots. Buildings are close to the sidewalk and off-street parking is screened from public spaces.

Example of outdoor dining and farmers' market in MU-4 Depot district



UDC Zoning Downtown

CBD TIF

Zoning Districts

- Auto-Urban Commercial
- General Industrial
- Heavy Commercial
- High Density Residential
- Industrial Park
- Light Industrial
- Medium Density Residential
- West Broadway
- Broadway
- General
- Civic Center
- Neighborhood Commercial
- Office
- Low Density Single Family

0 500 1000 1500 2000 Feet

City of Lubbock TEXAS

Date Exported: September 2023

6. Other Business

    6.1 Consideration by the Planning and Zoning Commission of a final report to the Lubbock City Council on amendments to the Unified Development Code, Zoning Map, and Documentation to be submitted with Plat Applications.

CHAIR SAWYER read Amendment 1, related to Lot Density and Dimensions.

JORDAN WHEATLEY clarified that option (b) further defines what the minimum lot area should be for party-wall style garden offices. He asked Terry Holeman of Hugo Reed and Associates to elaborate.

TERRY HOLEMAN stated they have purposely platted very narrow tracts so they could be sold in increments and grouped back together. That is no longer allowed. This is where you have truly narrow lots or purposeful 20-foot wide lots for party-wall style construction.

JAMES BELL wanted to hear staff thoughts.

KRISTEN SAGER stated the potential issue developers may run into is in the building code. The building will have restrictions in terms of firewalls and openings, especially if the building is constructed directly on the property lines.

On Amendment 1, the consensus of the commission was to choose 1 (b) and (c).
CHAIR SAWYER read Amendment 2, related to Accessory Dwelling Units. He explained staff added the part where it states the property owner must show their accessory dwelling unit was built prior to November 20, 1980. The McClendon/Holeman recommend no change to the current language. It would be almost impossible to get documentation that far back.

JORDAN WHEATLEY asked if making no change meant that in the UDC, your accessory dwelling unit is either legal or it is not.

DIRECTOR OF PLANNING KRISTEN SAGER noted that the date was originally added in to help clarify what is considered a legal structure. If the date is removed, then anything in existence at the time of the UDC becomes non-conforming whether it was built legally or not. Then you just enforce the UDC moving forward. The staff proposed amendment states your structure had to have been built legally under the former code prior to 1980. If we leave the language as is, it will allow everything built illegally since then to become non-conforming and continue being used. That is an option. It depends on whether you want the cut off at 1980 or 2023.

RENEE CAGE stated the cut off should be in 2023. We have already established most people won't be able to get the necessary documentation.

JAMES BELL stated that what Renee said is true, but that also means that some people get away with building illegally. You are letting people who built illegally still benefit.

RENEE CAGE stated that we cannot go back and fix these past situations, so we should stick to the 2023 date and go forward from there.

JORDAN WHEATLEY clarified with staff that for the commission to go with option b, they are saying that they accept every ADU up to today and going forward, one must comply with the UDC and its setbacks and requirements.

BRANDON HARDAWAY stated that it is almost impossible to get an ADU now. He asked staff if it is just as difficult under the UDC.

PLANNING DIRECTOR KRISTEN SAGER advised the UDC requires a minimum 10,000 square foot lot in order to have an accessory dwelling unit, and the majority of residential lots are less than 10,000 square feet.

BRANDON HARDAWAY recommended option (b), to make a clean break and move forward.

On Amendment 2, the consensus of the commission is to choose option (b).

CHAIR SAWYER read Amendment 3, Signs Exempt from Regulation, Generally. He noted this was a wording mistake, and just needs the clean-up. All commission members noted their approval.

On Amendment 3, the consensus of the commission is to choose option (a)

CHAIR SAWYER read Amendment 4, Reduction Overlay.

JAMES BELL asked staff for the difference in the staff proposed amendment and the McClendon/Holeman amendment.

KRISTEN SAGER noted the proposal from the McClendon/Holeman group is to add language back to the Overlay District, which was struck by staff.

CHAIR SAWYER asked if it was staff that struck "Approval of a Reduction Overlay shall not require approval of the Zoning Board of Adjustments".

KRISTEN SAGER responded yes, but it still won't be required. It was just redundant.

JAMES BELL asked about the language that says "The Reduction Overlay District may prohibit billboards even if allowed in the base zoning district…"

KRISTEN SAGER noted that one was struck because billboards are not a permitted use in any district; they require approval of a specific use. This would prohibit someone from even making the request, which is not the intent of this district. The purpose of this district is to restrict what is permitted in the base zoning district.

TERRY HOLEMAN stated one needs to think in terms of what an RO district is supposed to be. You have a baseline set of things that are allowed in a zoning district. A developer says he wants to do an RO District, because he wants to further refine what he'd like his development to look like. The option for a Specific Use for billboards is still available in the LI and GI zoning districts. This also allows a developer, even in those LI and GI districts, to set the hammer down and say no to billboards.

KRISTEN SAGER advised the RO District is to restrict what's allowed in the base zoning district. A Specific Use requires a whole new request, a hearing, and approval by the City Council. If you restrict someone from even asking for a Specific Use, where the intent of the Overlay is to restrict what is allowed in the base zoning, those are very different things.

TERRI MORRIS noted that everyone voted and decided no billboards, so ROs should be allowed to say no to billboards as well. That way we don't have to hear these cases. **CHAIR SAWYER** agreed.

BRANDON HARDAWAY added it's a matter of perspective. He isn't the pro-billboard guy, but everything is up for discussion. Everything is negotiable. I understand this is an added fail-safe, but this seems like you are hand-cuffing them now too. **RENEE CAGE** added that it is overkill.

JAMES BELL stated billboards are a specific use in LI and GI. They can come ask, but that doesn't mean they are going to get it. **BRANDON HARDAWAY** stated he is fine with the ask. Let them have a discussion. That is part of the process.

TERRY HOLEMAN added that it is becoming more and more difficult to enforce deed restrictions. We're looking for opportunities to avoid having to go to a court of law to enforce deed restrictions. It removes it out of a "private fuss" and gets it into the code, which is much easier to track.

On Amendment 4, the consensus of the commission is to choose options (a) and (c).

CHAIR SAWYER read Amendment 5, related to Subdivision Standards.

JORDAN WHEATLEY advised the commission could go through all of the many line items, but he has been hearing that these items are just some clean up things the McClendon/Holeman group would like to make permanent.

KELLI LEISURE advised the state law requires plats to go to the Planning and Zoning Commission for appeals. It was an oversight on her part in changing the platting requirements. Option 5b is okay.

CHAI SAWYER went through each item, checking with City staff to ensure they had no problem with the items.

On Amendment 5, the consensus of the commission is to choose option 5 (a-j).

CHAIR SAWYER read Amendment 6, regarding Notification Boundary of the Public Notice. He added there were legal issues that came up, and asked Kelli to clarify what those were in relation to the notification boundary.

KELLI LEISURE stated the state requires the City to notify every property owner within a 200-foot distance from the subject property. Those are the only ones whose letters are considered if there needs to be a super majority vote at City Council. The others would be the ones 201 feet to 400 feet. They are treated the same as anybody coming to a city council meeting. They aren't weighted the same.

RENEE CAGE stated her understanding is this gives out those extra notices to spread the word of cases instead of the word of mouth that has been happening.

SUSAN TOMLINSON stated she thinks that's a good thing. It's the courteous thing to do. It goes a long way for the City to do this sort of reaching out and saying we care what you think instead of them coming here saying I can't believe you left me out of this conversation. She doesn't see the downside to spreading it to 400 feet, except maybe a little more work.

KRISTEN SAGER stated the trigger for the super majority vote is only what's within the 200-foot boundary, meaning it's double the number of notices. That means double the cost of paper and mailings, postage and all that entails. It's also keeping track of the two separate boundaries. Those are the cons.

SUSAN TOMLINSON asked staff if there would be two boundary lines on the maps so the commission can tell which ones are from the 200' boundary, and staff replied in the affirmative.

RENEE CAGE added a lot of times there are only a handful of properties within a boundary map, but the decision could impact a lot more properties. **JAMES BELL** stated the point of hearings are to let people's voice be heard.

CHAIR SAWYER stated he is not in favor of adding the extra boundary. Word of mouth works better than mailing out a piece of paper. Half the people in the 200-foot radius are mailed a notice and they never get it.

AVIRAJ PATEL asked if there was another means of reaching out and Legal replied in the negative.

On Amendment 6, the commission was split but chose to go with option 6(a).

CHAIR SAWYER read Amendment 7, the definition of a family. One citizen proposed striking the definition to read a family consists of two or more rather than three or more. Both the City staff and the McClendon/Holeman group agree the definition should be left as is.

TERRI MORRIS stated in today's world the definition of family is a whole lot broader than it's ever been. Two divorced people living together with a child can be a problem sometimes. She hears a lot that the definition is for enforcement purposes, but it also could be used to target someone. She believes we should look at the full picture and at what today's society accepts the definition of family to be. We have to be careful to not alienate groups of people as well.

CHAIR SAWYER replied that Ms. Morris has a good point, but the same applies to two. He has personal experience with this which is why he is leaning on the definition going back to no more than two unrelated people. The definition is not enforced. It is typically used whenever there's a nuisance in a highly rented neighborhood. The majority of cases that he has experienced are smaller homes that were built in the 40s or 50s. The increase of cars for one home, where those cars are parking on the grass or on both sides of the street, makes them a nuisance. To Terri's point, the definition can be used to target anybody, but it's rare and happens whether the definition reads two or three.

RENEE CAGE stated that there are special circumstances where the abuse of the definition can happen, but even if it is few and far between, it is still wrong. Today's economy is forcing some people to have to move in together to be able to afford to live. This can be used to target a certain color of individuals or students, and we need to be careful.

BRANDON HARDAWAY stated that if "family" has to be defined, leaving it at three is the better option, for the reasons already listed.

On Amendment 7, the consensus of the commission is to choose option (c).

CHAIR SAWYER read Amendment 8, related to the Land Use Matrix. The request is to amend from permitted use to specific use in districts IP, LI, and GI. The McClendon/Holeman group recommend no change to the current language.

JAMES BELL agrees with staff on the specific use. People should have to come in and bring their case. It's a nod to saying we respect the neighbors opinions.

On Amendment 8, the consensus of the commission is to choose option (a).

CHAIR SAWYER read Amendment 9, Residential Carport. He noted there was one recommendation from City staff.

JAMES BELL asked if the carports have to be the same facing of the main structure and not metal. Staff replied in the affirmative.

CHAIR SAWYER noted this to be increasing the allowed length of carports and asked if there was any opposition. All members replied in the negative.

On Amendment 9, the consensus of the commission is to choose option (a).

CHAIR SAWYER read Amendment 10, High Density Residential. Lot density and dimensions as well as the zoning map. Staff does not have any proposed amendments. The McClendon/Holeman group requests no change to the current language. Citizens Cindi Pratas and Richard Murphy want to add a limit on vertical mixed-use neighborhoods. The standard for the vertical mixed-use and the mixed-use subdivision shall not apply on a block containing one or more lots zoned RE, SF-1, or SF-2. Stephen Faulk recommended amending Section 39.02.004 to limit the maximum building height for vertical mixed-use to 45 feet and allow additional height for vertical mixed-use with approval of a specific use.

JORDAN WHEATLEY advised the current HDR district prohibits mixed housing types in a standard block face. He asked staff to confirm.

PLANNING DIRECTOR KRISTEN SAGER replied the UDC prohibits mixing housing types on a block face. If there are single-family homes, duplexes, garden homes, or cottage homes on a block face, you cannot drop in apartments.

JAMES BELL asked if they are trying to make the change recommending block instead of block face. Staff replied in the affirmative.

PLANNING DIRECTOR KRISTEN SAGER responded the UDC defines, "The block is the aggregate of private lots and rear alleys circumscribed by the streets." A block face is defined as one side of a street between two connective features intersecting the street. The features can be other streets or boundaries of standard geographic areas such as park land, bulb of a cul-de-sac, or other right-of-way features."

ASSISSTANT CITY ATTORNEY KELLI LEISURE noted that an easy way to think of it would be that a block would be the properties that share an alley that are bound by streets. A block face is just from one intersection to the other, or to some other feature on just that one side.

CHAIR SAWYER stated that this is so tailored to the fine point, that he is having trouble making this fit the entire city. **BRANDON HARDAWAY** said he agreed**.** It should not be limited to forty-five feet, as a blanket statement. **JORDAN WHEATLEY** agreed that it puts a cap on the whole city, which he does not like.

SUSAN TOMLINSON stated there is also a concern of instances where you could have a seventy-five foot building appearing in a mixed-use neighborhood up against single family dwellings. This is a good old-fashioned compromise. We acknowledge that there might be some apartment buildings being built in these areas, so they can only go up forty-five feet. In those instances where a seventy-five foot apartment building would be appropriate, you can ask for a specific use. It's not a blanket statement that forbids that from ever being an option.

BRANDON HARDAWAY countered that this particular amendment feels like it is about a couple of specific cases that have come before the commission recently.

TERRI MORRIS stated that without adding this in, it is like saying the City Council's vote didn't matter.

JORDAN WHEATLEY stated that both cases would have had just as many in opposition, even at forty-five feet. **CHAIR SAWYER** stated it is hard to get behind something that feels like it is tailored to two specific cases.

SUSAN TOMLINSON asked staff to clarify her understanding that without this amendment, someone would be allowed to build the same type of structure that was previously voted down by City Council, because they have HDR zoning now.

PLANNING DIRECTOR KRISTEN SAGER replied that if it is zoned HDR already, and they don't need a zone change, they could construct a vertical mixed-use development with these regulations. However, it also has a fifty-foot rear setback adjacent to residential. So, there are additional precautions.

SUSAN TOMLINSON stated this goes against what was intended to happen. It subverts something that City Council voted on.

BRANDON HARDAWAY noted that right or wrong, the commission's job is not to agree with City Council, but to merely provide a recommendation.

JORDAN WHEATLEY mentioned the additional setbacks that are in place to protect another project like the Tech Terrace one from now being able to come in with the exact plans for a building and be able to get it built just because it's HDR.

JAMES BELL reiterated this is a recommendation to City Council and at that point they will have their own say.

SUSAN TOMLINSON noted that at least with the specific use, they have to come to a Planning and Zoning meeting with that proposal, and the commission then can decide if it's appropriate for the location.

RENEE CAGE asked how the seventy-five foot stipulation was reached in the UDC.

PLANNING DIRECTOR KRISTEN SAGER replied with if you're going to construct only apartments, you have that forty-five foot height limit. For a mixed-use scenario, taking into consideration typically your first floor is going to be that retail commercial space with a 15 foot ceiling, and add to that, the four stories of apartments on top.

JORDAN WHEATLEY asked staff if the zoning on the block adjacent to South Overton was R-1.

PLANNING DIRECTOR KRISTEN SAGER responded that those properties were zoned A-1. A-1 will come over as MDR, not HDR. They would still need a zone change.

JORDAN WHEATLEY remarked he is in support of option (a), and James Bell agreed.

On Amendment 10, the consensus of the commission is to choose option (a).

CHAIR SAWYER read Amendment 11, Bufferyard Landscaping. City Staff had no proposed amendments and the McClendon/Holeman group had this item as no change to the current language.

On Amendment 11, the consensus of the commission is to choose option (a).

CHAIR SAWYER read Amendment 12, Minimum Connection Spacing by Street classification. City staff recommends changing the language to “edge to edge”. Terry Holeman proposed amending the table to state “measure between the nearest edges of driveway throats, or provide graphics similar to what is included in the TxDOT Access Management manual." This removes any ambiguity.
JAMES BELL asked staff if they were in agreement with the McClendon/Holeman version, and staff responded in the affirmative.

On Amendment 12, the consensus of the commission is to choose option (b).

CHAIR SAWYER mentioned Amendments 13 through 17 were made from the floor at the joint hearing. He mentioned that without staff, Terry Holeman, Mont McClendon, or the City Legal Department having time to review and communicate their opinion on these items, the commission is voting blindly. He asked staff if the Commission had authority to comment on the recommended amendments from Adam Hernandez.

PLANNING DIRECTOR KRISTEN SAGER advised the Commission can make changes to the zoning map, but the proposed amendment is vague. Staff does not have specific properties to show the commission, so if that is something the commission wanted, staff would need time to research and put that together.

CHAIR SAWYER asked the commission members if they were comfortable discussing these items without any commentary from City staff.

JORDAN WHEATLEY reminded the Commission, there are four more reviews coming up. Two semi-annual reviews for two years. At the next review, it needs to be communicated that requested amendments need to go through City staff before they come to the Commission for a vote.

BRANDON HARDAWAY agreed. Those on the floor should be made aware they can say whatever they want to say, but the Commission will not vote on it before staff has a chance to look at it.

CHAIR SAWYER asked the Commission members if they wanted to get into these last items or give staff a chance to review them first. The consensus was to let staff have a chance to review, with the exception of Amendment 14, which was touched on at the last hearing.

JAMES BELL noted Amendment 14 takes the six mixed-use districts and combines them into three consolidated districts. He asked staff if they supported the amendment and staff replied in the affirmative.

JORDAN WHEATLEY noted he agreed with the recommendation.

On Amendment 14, the consensus of the commission is to choose option (a).

JORDAN WHEATLEY asked Legal if the vote today on these last few amendments could be to delay addressing those until after the zoning map analysis has been complete.

ASSISTANT CITY ATTORNEY KELLI LEISURE advised the Commission will either approve or deny each of these items. They cannot postpone part of the meeting.

SUSAN TOMLINSON asked if anything the Commission does not want to include as an amendment should be denied today. **ASSISTANT CITY ATTORNEY KELLI LEISURE** replied that was correct.

CHAIR SAWYER noted the UDC goes into effect on October 1, 2023 as approved on May 9, 2023.

The consensus for Amendments 13 and 15-17 is to recommend denial.
In the matter of **Other Business** a motion was made by **JAMES BELL to approve Amendment 1- items b and c, Amendment 2- item b, Amendment 3- item a, Amendment 4- a and c, Amendment 5- items a through j, Amendment 6- item a, Amendment 7- item c, Amendment 8- item a, Amendment 9- item a, Amendment 10- item a, Amendment 11- item a, Amendment 12- item b, Amendment 14- item a, and denial of Amendments 13, 15, 16, and 17.** The motion was seconded by **BRANDON HARDAWAY** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.