

City of Lubbock, Texas
Regular City Council Meeting
July 23, 2024

Mark W. McBrayer, Mayor
Christy Martinez-Garcia, Mayor Pro Tem, District 1
Gordon Harris, Councilman, District 2
David Glasheen, Councilman, District 3
Brayden Rose, Councilman, District 4
Dr. Jennifer Wilson, Councilwoman, District 5
Tim Collins, Councilman, District 6



W. Jarrett Atkinson, City Manager
Matt Wade, City Attorney
Courtney Paz, City Secretary

<http://www.mylubbock.us>

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

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

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

12:00 p.m. - The City Council convenes in City Council Chambers and immediately recesses into 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. Vital Statistics

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

1. 2. 1. 19th Street and Avenue X

1. 2. 2. Commercial Lease Amendment for property located at 5034 Frankford Avenue, Lubbock, Texas, 79424

1. 3. Hold an executive session in accordance with Texas Government Code, Section 551.087, to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and to deliberate the offer of a financial or other incentive to a business prospect described herein above.
1. 3. 1. Lubbock Economic Development Alliance update regarding ongoing LEDA economic development projects and negotiations with business prospects including any related financial incentives offered or discussed.

Adjourn from Executive Session

1:00 p.m. or immediately following Executive Session - The City Council reconvenes in City Council Chambers in Work Session regarding items for presentation and discussion on such issues that may require in-depth consideration by the City Council.

2. **Work Session - Hear and discuss presentations regarding the following and provide guidance to staff as appropriate.**
2. 1. Recognition of Mandela Washington Fellows
2. 2. Discuss Sewer Lateral Committee Recommendations and Policies

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

3. **Ceremonial Items**
3. 1. Invocation
3. 2. Pledges of Allegiance

Call to Order

4. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on July 23, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

5. **Minutes**

5. 1. June 25, 2024 Regular City Council Meeting
June 25, 2024 Special City Council Meeting - Swearing-In Ceremony

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

6. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2024-00100, Amendment 40, amending the FY 2023-24 Budget for municipal purposes respecting the Civil Service Positions; providing for filing; and providing for a savings clause.

6. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2024-00101, Amendment 41, amending the FY 2023-24 Budget for municipal purposes respecting the Airport Capital Project Fund and Airport Operating Fund; providing for filing; and providing for a savings clause.

6. 3. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2024-00102, Amendment 42, amending the FY 2023-24 Budget for municipal purposes respecting the Operating Budget for Market Lubbock Inc.-Visit Lubbock and Sports Authority; providing for filing; and providing for a savings clause.

6. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 43, amending the FY 2023-24 Budget for municipal purposes respecting the Cable Services Fund; providing for filing; and providing for a savings clause.

6. 5. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Right-of-Way Deed and one (1) Drainage Easement Deed, and all related documents, in connection with certain real property located in Section 8, Block JS, Lubbock County, Texas (Parcel 4), on the west side of North Milwaukee Avenue and on the north side of Erskine Street, to be utilized for the 2022 Roadway Bond Project.

6. 6. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 39, Block AK, Lubbock County, Texas (Parcel 31), at the southwest corner of 34th Street and Upland Avenue, to be utilized for the 2022 Roadway Bond Project.

6. 7. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 42, Block AK, Lubbock County, Texas, at the southwest corner of 34th Street and Upland Avenue, to be utilized for the 2022 Roadway Bond Project.
6. 8. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 6), on the west side of Upland Avenue across from 12th Street, to be utilized for the 2022 Roadway Bond Project.
6. 9. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 7), on the west side of Upland Avenue, north of 12th Street, to be utilized for the 2022 Roadway Bond Project.
6. 10. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 8), at the southwest corner of Upland Avenue and 9th Street, to be utilized for the 2022 Roadway Bond Project.
6. 11. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 13), on the west side of Upland Avenue, south of 4th Street, north of 8th Street, to be utilized for the 2022 Roadway Bond Project.
6. 12. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 16), at the southeast corner of Upland Avenue and 4th Street, to be utilized for the 2022 Roadway Bond Project.
6. 13. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 21), at the northeast corner of Upland Avenue and 19th Street, to be utilized for the 2022 Roadway Bond Project.

6. 14. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and (1) Water Line Easement Deed, and all related documents, in connection with certain real property located in Section 38, Block AK, of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 12), on the east side of Upland Avenue, at the railroad crossing, to be utilized for the 2022 Roadway Bond Project.
6. 15. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept a Real Estate Sales Contract, and all related documents, by and between the City of Lubbock and Lubbock Land Holdings, LLC, for the purchase of real property located in Lot 21, 82nd Acres Addition to the City of Lubbock, Lubbock County, on the east side of I-27, south of 82nd Street, to be used for drainage improvements on the 2022 Roadway Bond Project.
6. 16. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Change Order No. 2 to Contract 16162, with Landmark Structures, LP, related to the construction completion of the 2.0 Million Gallon Elevated Storage Tanks at 3rd Street and University Avenue and 87th Street and Avenue P.
6. 17. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Public Works Contract 18144, with West Texas Paving, Inc., for Unpaved Roads Improvements C.O. Phase 4.
6. 18. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute for and on behalf of the City of Lubbock, a Mutual Termination of Lease Agreement, and all related documents, by and between the City of Lubbock and Dolgencorp of Texas, Inc., regarding property at 2015 50th Street-Unit B.
6. 19. **Resolution - Civic Centers:** Consider a resolution approving the recommendation from the Cultural Arts Grant Review Sub-Committee and the Civic Lubbock, Inc. Board of Directors, for the 2024 Cultural Arts Grant Program, using Hotel Occupancy Tax funds collected at the end of Fiscal Year 2022-23.
6. 20. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Contract 18160, with Vexus Fiber Internet Services, for upgrades of internet services for various City departments.
6. 21. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Contract 18193, with Unite Private Networks, to provide Secondary Business Internet Service connections for Citizens Tower and multiple City locations.
7. **Regular Agenda**

7. 1. **Public Hearing - Planning (District 3):** Consider a request for Zone Case 763-D, a request of Woda Cooper Companies, Inc. for Buslon, Inc., for a zone change from Low Density Single-Family District (SF-2) and Medium Density Residential District (MDR) to Medium Density Residential District (MDR), at 5311 Bangor Avenue, located north of 54th Street and east of Bangor Avenue, on approximately 5.9 acres of unplatted land out of Block E-2, Section 28, and consider an ordinance.
7. 2. **Public Hearing - Planning (District 6):** Consider a request for Zone Case 2538-MM, a request of K-9 Kennels, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 1607 and 1715 Alcove Avenue, located north of 19th Street and east of Alcove Avenue, on approximately 6.1 acres of unplatted land out of Block D-6, Section 1, and consider an ordinance.
7. 3. **Public Hearing - Planning:** Hold a public hearing in accordance with Section 43.0694(a) of the Texas Local Government Code, regarding the City of Lubbock's intent to annex an area of land consisting of approximately 374.74 acres of real property commonly known as the Highland Oaks Subdivision, located within an area located south of 146th Street (F.M. 7500), east of Frankford Avenue, north of Woodrow Road (F.M. 7600), and west of Slide Road (F.M. Road 1730) into Lubbock's corporate limits.
7. 4. **Resolution and Order - City Secretary:** Consider a resolution and order for a special city election to be held on November 5, 2024, in accordance with Texas Local Government Code Section 43.0696, regarding the annexation of approximately 374.74 acres of real property commonly known as the Highland Oaks Subdivision, located within an area located south of 146th Street (F.M. 7500), east of Frankford Avenue, north of Woodrow Road (F.M. 7600), and west of Slide Road (F.M. Road 1730).

Information

Agenda Item

June 25, 2024 Regular City Council Meeting
June 25, 2024 Special City Council Meeting - Swearing-In Ceremony

Item Summary

June 25, 2024 Regular City Council Meeting
June 25, 2024 Special City Council Meeting - Swearing-In Ceremony

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

6.25.2024
6.25.2024 S Swearing-In Ceremony

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
June 25, 2024
2:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 25th of June, 2024, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 2:00 p.m.

2:01 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 Tim Collins; Council Member Christy Martinez-Garcia; Council Member David Glasheen; Council Member Brayden Rose; Council Member Dr. Jennifer Wilson; City Manager W. Jarrett Atkinson; City Secretary Courtney Paz; City Attorney Matt Wade

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

- *Executive Session; 2.1; 3.1-3.3; Citizen Comments 4; 5.1; 6.9; 6.1-6.8; 6.10-6.15; and 7.1-7.9.*
- *Item No. 6.9 was postponed to the September 24, 2024 Regular City Council Meeting.*

1. Executive Session

The meeting recessed at 2:02 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 2:32 p.m., and the meeting was called to order at 3:14 p.m.

- 1. 1.** Hold an executive session in accordance with the Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.
 - 1. 1. 1.** Commercial Lease Amendment for property located at 5034 Frankford Avenue, Lubbock, Texas 79424
- 1. 2.** Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Lubbock Reese Redevelopment Authority Board of Directors, and the Permit & License Appeal Board.

2:32 p.m. - City Council reconvenes in City Council Chambers in Work Session regarding items for presentation and discussion on such issues that may require in-depth consideration by the City Council. No action will be taken by the City Council in Work Session.

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

2. 1. Discuss financing options including bonded indebtedness for public works projects (streets) and quality of life projects.

Jarrett Atkinson, city manager, gave a presentation and answered questions from City Council. Topics discussed included: 2022 street bond citizens advisory committee history and overview; 2022 street bond resolution; November 2022 street bond projects; timeline for bond election; and 2022 recommended projects from the citizens advisory committee - not funded. There was a consensus among City Council to move forward with creating a citizen advisory committee to explore a street bond election for November 2024.

3:02 p.m. - City Council continues in Open Session in City Council Chambers.

3. Ceremonial Items

3. 1. Recognition of Outgoing Council Member, Steve Massengale

Mayor Tray Payne gave remarks recognizing Steve Massengale, former Council Member, and presented him with a name plaque, a picture frame, a City of Lubbock "Steve Massengale" street sign, and a set of challenge coins. Mr. Massengale gave final remarks.

3. 2. Invocation

Pastor Todd Sons, St. Matthew United Methodist Church, led the invocation.

3. 3. 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 3:14 p.m.

4. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 3:00 p.m. on June 25, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

Sign ups:

- Alex Scarborough appeared before City Council to speak in opposition of item 7.8 (a resolution prescribing the type of notice to be given for a joint meeting of the City Council and the Planning and Zoning Commission, for a public hearing to consider amendments to the Unified Development Code).

5. Minutes

5. 1. May 28, 2024 Regular City Council Meeting June 3, 2024 Special City Council Meeting - Swearing-In LPD Chief

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve the May 28, 2024 Regular City Council Meeting minutes and the June 3, 2024 Special City Council Meeting - Swearing-In LPD Chief minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Brayden Rose, seconded by Council Member Christy Martinez-Garcia, to approve items 6.1-6.8 and 6.10-6.15.

Vote: 7 - 0 Motion carried

6. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2024-O0089, Amendment 34, amending the FY 2023-24 Budget for municipal purposes respecting the Grant Fund; providing for filing; and providing for a savings clause.

6. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2024-O0090, Amendment 35, amending the FY 2023-24 Budget for municipal purposes respecting the Abandoned Vehicle Fund, Criminal Investigations Fund, and Department of Justice Asset Sharing Fund; providing for filing; and providing for a savings clause.

6. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2024-O0091, Amendment 36, amending the FY 2023-24 Budget for municipal purposes respecting the Parks & Recreation Fees; providing for filing; and providing for a savings clause.

6. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2024-O0092, Amendment 37, amending the FY 2023-24 Budget for municipal purposes respecting the Traffic Capital Improvement Project Fund; providing for filing; and providing for a savings clause.

6. 5. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2024-O0093, Amendment 38, amending the FY 2023-24 Budget for municipal purposes respecting the Parks & Recreation Capital Project Fund and American Rescue Plan Act Funding; providing for filing; and providing for a savings clause.

Jarrett Atkinson, city manager, introduced the item, gave comments, and answered questions from City Council. Colby VanGundy, director of parks and recreation, gave comments and answered questions from City Council.

6. 6. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2024-O0094, Amendment 39, amending the FY 2023-24 Budget for municipal purposes respecting the Grant Fund; providing for filing; and providing for a savings clause.

6. 7. **Resolution - Right-of-Way:** Resolution No. 2024-R0292 authorizing the Mayor to accept, for and on behalf of the City, a Water Line Easement Deed, and all related documents, in connection with certain real property located in Tract "A" of Country Gardens Addition to the City of Lubbock, Lubbock County, Texas, on the south side of the Marsha Sharp Freeway, between Wausau Avenue and Upland Avenue.

6. 8. **Resolution - Engineering:** Resolution No. 2024-R0293 authorizing the Mayor to execute Public Works Contract 18063, with Rink's Lease Service, Inc., for Water Line Change Out Ahead of Paving, in the Manhattan Heights area.

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

6. 9. **Resolution - Planning:** Consider a resolution authorizing the Mayor to execute Professional Services Contract 17872, with SAFEbuilt, LLC, for the completion of a Zoning Map Analysis.

This item was postponed.

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

Motion by Council Member David Glasheen, seconded by Council Member Brayden Rose, to postpone this item to the September 24, 2024 Regular City Council Meeting.

Vote: 7 - 0 Motion carried

6. 10. **Resolution - Public Works Water:** Resolution No. 2024-R0294 authorizing the Mayor to execute Contract 17887, with South Plains Communications, to provide radio tower repair services for critical data communications, for Supervisory Control and Data Acquisition systems.

6. 11. **Resolution - Facilities Management:** Resolution No.'s 2024-R0295 and 2024-R0296 authorizing the Mayor to execute Contract 17944, with LarMar Industries, and Contract 18111, with Rig Safe Solutions-Rental Sales and Services, for annual generator service and maintenance at various City facilities.

6. 12. **Resolution - Business Development:** Resolution No. 2024-R0297 authorizing the Mayor to execute Contract 17998, with Johnson General Contractors Group, LLC, for maintenance and repair services, for Public Improvement District fencing and wooden structures.
6. 13. **Resolution - Telecommunications:** Resolution No. 2024-R0298 authorizing the Mayor to execute Purchase Order 33001859, with World Wide Technology, LLC, for replacement telephone system equipment, including hardware and software, as well as 3 years of maintenance and support.
6. 14. **Resolution - Police:** Resolution No. 2024-R0299 authorizing the Mayor to execute the Texas Anti-Gang Center-Lubbock Agreement, an interlocal agreement by and between the City of Lubbock, on behalf of the Lubbock Police Department and the Lubbock City Attorney's Office, Lubbock County, Texas, on behalf of the Lubbock County Sheriff and the Lubbock County Criminal District Attorney, the State of Texas, on behalf of the Texas Department of Public Safety, Region 1, and the United States of America, on behalf of the U.S. Marshals Service Lone Star Fugitive Task Force Lubbock, Drug Enforcement Administration, Dallas Division, and the Bureau of Alcohol, Tobacco and Firearms, for the purpose of combating criminal organizations operating in and affecting this region.
6. 15. **Resolution - Lubbock Fire Rescue:** Resolution No. 2024-R0300 authorizing the City Council to reject any and all bids received for pest control services at Lubbock Fire Rescue facilities.

7. **Regular Agenda**

7. 1. **Board Appointments - City Secretary:** Consider appointments to the Appointments Advisory Board, Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Citizens Traffic Commission, Lubbock Water Advisory Commission, Model Codes & Construction Advisory Board, Permit & License Appeal Board, and the StarCare Board of Trustees.

Appointments Advisory Board - Reappointment of Brett Underwood and Ryan Henry; and the appointment of Colton Davis to replace David Glasheen; Amy Sikes to replace Kristi Lavery; and Cathy Allen to replace Margaret Randle.

Building Board of Appeals - Reappointment of Russell Thoma, Jr. and Jeremy Steen; and the appointment of Sandra Bagwell to replace Alexander Salter; and Ricardo Martinez to replace Alex Cardenas.

Canadian River Municipal Water Authority Board of Directors - Reappointment of Jay House.

Citizens Traffic Commission - Reappointment of Phyllis Gant-Gambles and Patricia Francis-Johnson; and the appointment of Glenn Patton to replace Jason Madrid.

Lubbock Water Advisory Commission - Appointment of Dr. Shane Walker to replace Donna McCallister; Kelly Davila to replace Dr. Melanie Barnes; and Ray Lozada to replace

Steve Verett.

Model Codes & Construction Advisory Board - Appointment of George Henson to replace Glenn Davis; and Gordon Wilkerson to replace Steven Scruggs.

Permit & License Appeal Board - Reappointment of Cecile Garcia and Brooks Jones; and the appointment of David Saunders to replace Tarek Redwan.

StarCare Board of Trustees - Reappointment of Robert Kazee and Brian Shannon; and the appointment of Ray Mendoza to replace William Carter.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Tim Collins, to appoint and reappoint the aforementioned citizens to the Appointments Advisory Board, Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Citizens Traffic Commission, Lubbock Water Advisory Commission, Model Codes & Construction Advisory Board, Permit & License Appeal Board, and the StarCare Board of Trustees.

Vote: 7 - 0 Motion carried

7. 2. Board Appointments - City Secretary: Consider appointments to the Lubbock Reese Redevelopment Authority Board of Directors.

Motion by Council Member Tim Collins, seconded by Council Member Christy Martinez-Garcia, to appoint Brian Kimberly to the Lubbock Reese Redevelopment Authority Board of Directors.

Vote: 7 - 0 Motion carried

7. 3. Public Hearing - Planning (District 4): Ordinance No. 2024-O0095, for Zone Case 3310-B, a request of Seventeen Services, LLC for SPOGO, LLC, for a zone change from Office District (OF) to Neighborhood Commercial District (NC), generally located north of 142nd Street and west of Quaker Avenue, on 1.00 acre of unplatted land out of Block AK, Section 5.

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

Mayor Payne opened the public hearing at 3:38 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 3:39 p.m.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2024-O0095.

Vote: 7 - 0 Motion carried

- 7. 4. Public Hearing - Planning (District 4):** Ordinance No. 2024-O0096, for Zone Case 3310-C, a request of AMD Engineering, LLC for Quaker/146 Investment Holdings, LP, for a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC), generally located north of 146th Street and west of Quaker Avenue, on 9.23 acres of unplatted land out of Block AK, Section 5.

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

Mayor Payne opened the public hearing at 3:38 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 3:39 p.m.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2024-O0096.

Vote: 7 - 0 Motion carried

- 7. 5. Public Hearing - Planning (District 4):** Ordinance No. 2024-O0097, for Zone Case 3310-D, a request of AMD Engineering, LLC, for Quaker/146 Investment Holdings, LP, for a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC), generally located north of 146th Street and west of Quaker Avenue, on 8.67 acres of unplatted land out of Block AK, Section 5.

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

Mayor Payne opened the public hearing at 3:38 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 3:39 p.m.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2024-O0097.

Vote: 7 - 0 Motion carried

- 7. 6. Public Hearing - Planning (District 5):** Ordinance No. 2024-O0098, for Zone Case 3303-C, a request of Seventeen Services, LLC, for SE4NS Properties, LLC, for a zone change from Industrial Park District (IP) to Auto-Urban Commercial District (AC), at 12001 Frankford Avenue, located east of Frankford Avenue and south of 119th Street, Stonewood Industrial Park Addition, Tract C.

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

Mayor Payne opened the public hearing at 3:38 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 3:39 p.m.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2024-O0098.

Vote: 7 - 0 Motion carried

- 7. 7. Public Hearing - Planning (District 6):** Ordinance No. 2024-O0099, for Zone Case 1947-H, a request of Clovis Sign Service for Southwest Convenience Stores, for a zone change from Medium Density Residential District (MDR) to Auto-Urban Commercial District (AC), at 5802 34th Street, located west of Frankford Avenue and north of 34th Street, Summer Place Addition, Lot 10.

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

Mayor Payne opened the public hearing at 3:38 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 3:39 p.m.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2024-O0099.

Vote: 7 - 0 Motion carried

- 7. 8. Resolution - Planning:** Resolution No. 2024-R0301 prescribing the type of notice to be given for a joint meeting of the City Council and the Planning and Zoning Commission, for a public hearing to consider amendments to the Unified Development Code (UDC), as provided under Section 211.007(d) of the Texas Local Government Code, and setting the date for the public hearing.

Kristen Sager, director of planning, gave a presentation and answered questions from City Council. Alex Scarborough; and Matt Wade, city attorney, gave comments and answered questions from City Council.

Motion by Council Member Brayden Rose, seconded by Council Member Dr. Jennifer Wilson, to approve Resolution No. 2024-R0301.

Vote: 7 - 0 Motion carried

- 7. 9. Resolution - City Secretary:** Resolution No. 2024-R0302 canvassing the returns and declaring the results of the City of Lubbock Special Runoff Election held on June 15, 2024.

Courtney Paz, city secretary, read the results received from the June 15, 2024 Special Runoff Election. Candidates for Mayor and votes received: Steve Massengale, 4,587 votes; and Mark McBrayer, 11,891 votes. Candidates for Council District 2 and votes received: Gordon Harris, 872 votes; and Anah Menjares, 638 votes. The total votes cast in the election were 16,478 votes.

Person receiving majority votes, and therefore duly elected: for Mayor, Mark McBrayer; and for Council District 2, Gordon Harris.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Resolution No. 2024-R0303.

Vote: 7 - 0 Motion carried

3:58 P.M. CITY COUNCIL ADJOURNED

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

The June 25, 2024 Regular City Council Meeting minutes were approved by the City Council on the 23rd day of July, 2024.

MARK W. McBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
June 25, 2024
5:00 P.M.**

The City Council of the City of Lubbock, Texas met in special session on the 25th of June, 2024, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 5:00 p.m.

5:01 P.M. CITY COUNCIL CONVENED

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

Present: Mayor Mark W. McBrayer; Council Member Tim Collins; Council Member Christy Martinez-Garcia; Council Member David Glasheen; Council Member Gordon Harris; Council Member Brayden Rose; Council Member Dr. Jennifer Wilson; City Manager W. Jarrett Atkinson; City Secretary Courtney Paz; City Attorney Matt Wade

Note: City Council addressed agenda items in the following order:
• 1; and 2.1.

1. Recognition of Outgoing Mayor Tray Payne, and Mayor Pro Tem Shelia Patterson Harris

Mayor Tray Payne welcomed those in attendance and gave opening remarks. Pastor Larry Brooks led the invocation.

Council Member Dr. Jennifer Wilson gave remarks recognizing outgoing Mayor Tray Payne and presented him with a name plaque, a picture frame, a City of Lubbock "Tray Payne" street sign, a set of challenge coins and a framed American flag. Mr. Payne gave remarks.

Tray Payne, former Mayor, gave remarks recognizing outgoing Mayor Pro Tem Shelia Patterson Harris and presented her with a name plaque, a picture frame, a City of Lubbock "Shelia Patterson Harris" street sign, a set of challenge coins, and a framed American flag. Mrs. Patterson Harris gave remarks.

2. Swearing-In Ceremony

**2. 1. Administer the Oath of Office to newly elected Mayor and City Council Member.
(Reception immediately following.)**

Council Member District 2 - Gordon Harris was sworn in by Pastor Larry Polk. Council Member Harris gave remarks and thanked everyone in attendance and those that helped him with his campaign.

Senator Charles Perry gave remarks regarding the support from the state legislature to the City of Lubbock and thanked Tray Payne and Shelia Patterson Harris for their service.

Mayor - Mark W. McBrayer was sworn in by retired Texas Supreme Court Justice Phil Johnson. Mayor McBrayer gave remarks and thanked his family, his supporters, his team, and his fellow council members.

5:49 P.M. CITY COUNCIL ADJOURNED

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

The June 25, 2024 Special City Council Meeting minutes were approved by the City Council on the 23rd day of July, 2024.

MARK W. McBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2024-O0100, Amendment 40, amending the FY 2023-24 Budget for municipal purposes respecting the Civil Service Positions; providing for filing; and providing for a savings clause.

Item Summary

On July 9, 2024, the City Council approved the first reading of the ordinance.

This Budget Amendment is a request to take two vacant Police Officer positions and create a new Police Deputy Chief / Police Captain position and a new Police Sergeant position. Any changes to civil service positions must be made by a budget ordinance.

Currently, there are 285 Police Officer positions at pay grade PCS1. If approved, the number of Police Officers would be 283.

There are currently 68 Police Sergeant positions at pay grade PCS3. If approved, the number of Police Sergeants would be 69.

There are currently 7 Deputy Police Chief / Police Captain positions at pay grade PCS5. If approved, the number of Deputy Police Chief / Police Captains would be 8.

The budget ordinance references Exhibit A in making this change. Exhibit A of the FY 2023-24 Adopted Budget, was passed by the City Council on September 12, 2023 and is page 195 of the Adopted Budget book. Page 195 is entitled "Police – Job Grade Summary," and will be amended as it relates to the civil service positions. In accordance with Section 2.06.109 of the City of Lubbock Code of Ordinances, the civil service positions, as set forth in the Amendment, are hereby established by ordinance.

Fiscal Impact

The annual fiscal impact to this change is an additional \$168,924 to the General Fund.

The entry-level costs for salary and benefits for each position are found below:

Deputy Police Chief / Captain - \$176,784

Police Sergeant - \$136,587

Police Officer - (\$72,224) x 2 = (\$144,447)

The fiscal impact for the remaining of this fiscal year (August and September 2024) would be \$28,154.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Budget Amendment 40
Exhibit A

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CIVIL SERVICE POSITIONS; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

WHEREAS, the City Council deems it advisable to change the FY 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 #40) for municipal purposes, as follows:

Exhibit A of the FY 2023-24 Adopted Budget, as passed by City Council on September 12, 2023, is hereby amended to replace page 195 of said Exhibit A, entitled "Police – Job Grade Summary," with the amended page 195, which is attached hereto and made a part of this ordinance for all purposes (the "Amendment") as it relates to the civil service positions. In accordance with Section 2.06.109 of the Code of Ordinances of the City of Lubbock, the civil service positions, as set forth in the Amendment, are hereby established by Ordinance.

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 _____.

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz
City Secretary

APPROVED AS TO CONTENT:


Cheryl Brock
Interim Chief Financial Officer

APPROVED AS TO FORM:


Amy Sims
Deputy City Attorney

Police - Job Grade Summary

Exhibit A

CLASSIFIED/SWORN JOB GRADE SUMMARY	GRADE	Actual	Actual	Budget	Budget	Amended	Change
		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2023-24	Budget
Police Chief	143	1	1	1	1	1	-
Assistant Police Chief	PCS6	3	3	3	3	3	-
Deputy Police Chief/Police Captain	PCS5	7	7	7	7	8	1
Police Lieutenant	PCS4	19	19	19	19	19	-
Police Sergeant	PCS3	66	68	68	68	69	1
Police Detective/Corporal	PCS2	79	69	69	68	68	-
Patrol Officer	PCS1	277	265	278	285	283	(2)
Police Entry Level II	PNCE2	-	-	-	-	-	-
Police Entry Level 1-B	PNCE1B	13	13	-	-	-	-
TOTAL CLASSIFIED SWORN JOB GRADE SUMMARY		465	445	445	451	451	-

NON-CLASSIFIED NON-SWORN JOB GRADE SUMMARY	GRADE	Actual	Actual	Budget	Budget	Amended	Change
		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2023-24	Budget
Administrative Assistant	112	8	7	7	4	4	-
Communications Center Manager	126	1	1	1	1	1	-
Communications Shift Supervisor	123	6	6	6	6	6	-
Crime Analyst	119	2	4	4	4	4	-
Fleet Services Unit Supervisor	119	-	1	1	1	1	-
Fleet Services Unit Attendant	116	-	2	2	2	2	-
Forensic Laboratory Manager	127	-	1	1	1	1	-
Forensic Specialist I	123	2	7	7	6	6	-
Forensic Specialist II	124	-	-	-	1	1	-
Juvenile Services Coordinator	121	1	1	1	1	1	-
Laborer	108	1	1	1	1	1	-
Lead Administrative Assistant	115	2	3	3	6	6	-
Management Assistant	122	2	2	2	2	2	-
Parking Control Officer	108	6	6	6	6	6	-
Property and Evidence Unit Supervisor	121	-	1	1	1	1	-
Property Room Attendant	113	4	4	7	7	7	-
Public Information Officer	123	1	5	2	2	2	-
Public Information Specialist	119	1	-	-	-	-	-
Public Safety Dispatcher I	114	28	28	28	28	28	-
Public Safety Dispatcher II	116	15	15	15	15	15	-
Public Service Officer	110	13	13	13	13	13	-
Records System Manager	126	1	1	1	1	1	-
Records System Operator	115	15	15	15	15	15	-
Records System Shift Supervisor	118	3	3	3	3	3	-
Sex Offender Registration Coordinator	117	1	1	1	1	1	-
TOTAL NON-CLASSIFIED NON-SWORN JOB GRADE SUMMARY		113	128	128	128	128	-
TOTAL JOB GRADE SUMMARY		578	573	573	579	579	-

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2024-O0101, Amendment 41, amending the FY 2023-24 Budget for municipal purposes respecting the Airport Capital Project Fund and Airport Operating Fund; providing for filing; and providing for a savings clause.

Item Summary

On July 9, 2024, the City Council approved the first reading of the ordinance.

I. Amend Capital Improvement Project 92839, Terminal Building Mechanical Systems Improvements, by increasing the appropriation by \$6,279,746, from \$497,267 to \$6,777,013. Funding changes included are from the Bipartisan Infrastructure Law Airport Terminal Program (BIL ATP) Grant for \$5,294,746, moving \$460,000 from Capital Improvement Project 92361, Terminal Building Remodel, and \$525,000 will be from Airport Excess Reserves.

Capital Improvement Project (CIP) 92839 was first appropriated in FY 2023-24 to maintain and replace mechanical systems for the Airport Terminal Building, to ensure the comfort and safety of airport patrons.

Replacements are as follows:

- 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.
- Replace all three primary chilled water pumps
- Replace all three condenser water pumps
- Replace HydroChloroFluoroCarbon (HCFC)-123 chillers
- Install refrigerant leak detection system and ASHRAE 15 accessories
- Remove sand filter from chilled water loop
- Replace Cooling Towers
- Replace condenser water sand filter with basin sweep system
- Integrate chilled water and condenser water controls system into the Automated Logic Building Management System
- Replace all three hot water secondary pumps
- Replace Air Handling Unit (AHU)-025
- Replace AHU-026
- Replace AHU-031
- Replace AHU-032
- Replace AHU-027
- Install dust mitigation items in cooling tower pump rooms
- Replace AHU's -013 thru -017, & -020
- Boiler Repairs/Replacement

II. Amend Capital Improvement Project 92361, Terminal Building Remodel by decreasing the

appropriation by \$460,000, from \$43,775,719 to \$43,315,719. The decrease is from Airport Cash.

Capital Improvement Project (CIP) 92361 was first appropriated in FY 2018-19 to remodel the Airport Terminal Building. This CIP is considered complete and will close at the end of FY 2023-24.

Fiscal Impact

The additional funding for Capital Improvement Project (CIP) 92839, Terminal Building Mechanical Systems is as follows:

- \$5,294,746 will be from the Bipartisan Infrastructure Law Airport Terminal Program (BIL ATP) Grant
- \$460,000 will be from Capital Improvement Project (CIP) 92361, Terminal Building Remodel
- \$525,000 will be from Airport Excess Reserves

Additional funding total is \$6,279,746; with new CIP 92839 funding total at \$6,777,013.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Budget Amendment 41

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE AIRPORT CAPITAL PROJECT FUND AND AIRPORT OPERATING FUND; 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 #41) for municipal purposes, as follows:

- I. Amend Capital Improvement Project 92839, Terminal Building Mechanical Systems Improvements, by increasing the appropriation by \$6,279,746 from \$497,267 to \$6,777,013. Funding changes included are from the BIL ATP Grant for \$5,294,746, moving \$460,000 from Capital Improvement Project 92361, Terminal Building Remodel, and \$525,000 will be from Airport Excess Reserves.
- II. Amend Capital Improvement Project 92361, Terminal Building Remodel by decreasing the appropriation by \$460,000, from \$43,775,719 to \$43,315,719. Decrease is Airport Cash.

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 _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz
City Secretary

APPROVED AS TO CONTENT:


Cheryl Brock
Interim Chief Financial Officer

APPROVED AS TO FORM:


Amy Sims
Deputy City Attorney

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2024-O0102, Amendment 42, amending the FY 2023-24 Budget for municipal purposes respecting the Operating Budget for Market Lubbock Inc.-Visit Lubbock and Sports Authority; providing for filing; and providing for a savings clause.

Item Summary

On July 9, 2024, the City Council approved the first reading of the ordinance.

I. Amend the FY 2023-24 MLI – Visit Lubbock and Sports Authority Operating Budget as shown in Exhibit A.

Budget Amendment 42 includes a revision to the operating budget for Market Lubbock, Inc. (MLI) - Visit Lubbock and Lubbock Sports Authority. This essential procedure is conducted each year. This is in an effort to ensure the effective allocation of resources and to support the growth and development of the City. Individual reasoning for operating budget revisions are included in Exhibit A.

Fiscal Impact

Funding for Visit Lubbock and Lubbock Sports Authority comes from hotel occupancy tax based on the annual allocation percent for each.

Every year these entities receive only budgeted hotel/motel tax revenue. Revenue received over these budgeted amounts are revised annually as part of a budget amendment, and are known as true-up funds. The budget is changing, to account for this additional revenue as well as changes to expenses.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Budget Amendment 42
BA 42 - Exhibit A

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE OPERATING BUDGET FOR MARKET LUBBOCK INC. (MLI) – VISIT LUBBOCK AND SPORTS AUTHORITY; 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 #42) for municipal purposes, as follows:

- I. Amend the FY 2023-24 MLI – Visit Lubbock and Sports Authority Operating Budget as shown in Exhibit A.

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 _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz
City Secretary

APPROVED AS TO CONTENT:


Cheryl Brock
Interim Chief Financial Officer

APPROVED AS TO FORM:


Amy Sims
Deputy City Attorney

Visit Lubbock
(Convention and Visitors Bureau and Lubbock Sports)
Proposed Revised Budget
Fiscal Year 2023-24

	Approved Budget 2023-24	Approved CVB 2023-24	Approved Sports 2023-24	Proposed Revised Budget 2023-24	Proposed Revised CVB 2023-24	Proposed Revised Sports 2023-24
REVENUES						
Hotel/Motel Tax Revenue	4,902,779	3,697,485	1,205,294	4,902,779	3,697,485	1,205,294
HOT True-Up - CVB/LSA	-			584,522 ¹	440,824	143,698
Investment Income	173,000	129,750	43,250	173,000	129,750	43,250
Sale of Promotional Items	2,000	2,000		2,000	2,000	
Advertising Income	-			-		
Events Trust Fund Reimbursement	229,000		229,000	229,000		229,000
Event Revenue	25,000		25,000	25,000		25,000
Rent Income	6,000	4,500	1,500	6,000	4,500	1,500
Total Revenue Sources	5,337,779	3,833,735	1,504,044	5,922,301	4,274,559	1,647,742
Utilization of Net Assets	5,480,271	4,110,203	1,370,068	5,480,271	4,110,203	1,370,068
Grant from CVB	-	(4,038,748)	4,038,748	-	(4,085,050)	4,085,050
TOTAL REVENUES	\$ 10,818,050	\$ 3,905,190	\$ 6,912,860	\$ 11,402,572	\$ 4,299,712	\$ 7,102,860
EXPENSES						
PERSONNEL						
Compensation	\$ 1,255,200	959,200	296,000	1,255,200	959,200	296,000
Employee Benefits	\$ 290,700	235,900	54,800	290,700	235,900	54,800
PERSONNEL SUBTOTAL	1,545,900	1,195,100	350,800	1,545,900	1,195,100	350,800
ADMINISTRATIVE						
Bank Charges	1,500	1,130	370	1,500	1,130	370
Automobile	8,000	6,000	2,000	8,000	6,000	2,000
Pre-Employment	1,000	750	250	1,000	750	250
Member Dues/Subscriptions	78,700	59,025	19,675	78,700	59,025	19,675
Miscellaneous Expense	5,000	3,750	1,250	5,000	3,750	1,250
Professional Services	198,000	148,500	49,500	258,000 ²	193,500	64,500
Staff Development	10,000	7,500	2,500	10,000	7,500	2,500
Insurance/Workers Comp.	11,600	8,700	2,900	11,600	8,700	2,900
Repairs and Maintenance	3,000	2,250	750	3,000	2,250	750
Capital Asset Purchase	32,000	24,000	8,000	32,000	24,000	8,000
Business Meetings	4,300	3,230	1,070	4,300	3,230	1,070
ADMINISTRATIVE SUBTOTAL	353,100	264,835	88,265	413,100	309,835	103,265
OFFICE						
Postage and Shipping	5,000	3,750	1,250	5,000	3,750	1,250
Rent	108,700	81,525	27,175	108,700	81,525	27,175
Storage Fees	3,000	2,250	750	3,000	2,250	750
Supplies	25,000	18,750	6,250	25,000	18,750	6,250
Telephone	26,000	19,500	6,500	26,000	19,500	6,500
OFFICE SUBTOTAL	167,700	125,775	41,925	167,700	125,775	41,925
MARKETING/SALES						
Industry Conventions	121,500	91,130	30,370	121,500	91,130	30,370
Incentives	115,000	115,000	-	115,000	115,000	-
Convention and Sports Sales	998,300	540,800	457,500	1,122,800 ³	665,300	457,500
Servicing Items	90,000	67,500	22,500	90,000	67,500	22,500
Site Tours	180,500	170,500	10,000	180,500	170,500	10,000
Marketing	1,501,100	1,125,850	375,250	1,601,100 ⁴	1,200,850	400,250
Public Relations	98,100	83,100	15,000	98,100	83,100	15,000
Sports Servicing	521,250	-	521,250	671,250 ⁵	-	671,250
MARKETING/SALES SUBTOTAL	3,625,750	2,193,880	1,431,870	4,000,250	2,393,380	1,606,870
TOURISM CAPITAL IMPROVEMENTS						
Tourism Capital Projects	5,125,600	125,600	5,000,000	5,275,622 ⁶	275,622	5,000,000
TOURISM CAP IMPR SUBTOTAL	5,125,600	125,600	5,000,000	5,275,622	275,622	5,000,000
TOTAL OPERATING EXPENSE	\$ 10,818,050	\$ 3,905,190	\$ 6,912,860	\$ 11,402,572	\$ 4,299,712	\$ 7,102,860
	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ (0)

Visit Lubbock
Schedule of Explanation for Selected Accounts
Proposed Revised Budget
Fiscal Year 2023-24

		Approved 2023-24	Proposed Revised 2023-24	Difference	Explanation
REVENUES					
1	HOT True-Up - CVB/LSA	-	584,522	584,522	City estimated HOT collections allocated to Visit Lubbock for FY2023-24, which remains flat.
EXPENSES					
2	Professional Services	198,000	258,000	60,000	Increase for consultant fees related to new projects.
3	Convention and Sports Sales	998,300	1,122,800	124,500	New data service contract and FAM event sponsorships
4	Marketing	1,501,100	1,601,100	100,000	New marketing opportunities for travel promotion.
5	Sports Servicing	521,250	671,250	150,000	Rotating events potentially may need initial contracts & incentive payments prior to fiscal year end.
6	Tourism Capital Projects	5,125,600	5,275,622	150,022	True-up available to assist with expenses related to ball fields as allowed by TX Statute 351.101(a)(7) and visitor center as allowed by TX Statute 351.101(a)(1)

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 43, amending the FY 2023-24 Budget for municipal purposes respecting the Cable Services Fund; providing for filing; and providing for a savings clause.

Item Summary

I. Amend the Cable Services Fund FY 2023-24 Operating Budget by increasing the appropriation and funding in the amount of \$785,390, from \$500,000 to \$1,285,390.
Funding will be from the Cable Services Excess Reserves.

The budget amendment will allow the Communications & Public Engagement Department to complete Phase II of the process to update, correct, and proactively integrate state-of-the-art technology into the studio, control room, Council Chambers, and Conference Rooms in Citizens Tower, in order to broadcast City Council meetings to the public and to stay current with communication technologies to reach our citizens.

Phase II of this configuration includes purchase and installation of additional infrastructure and equipment for the following:

Council Chambers:

Replacement of the outdated Crestron system (Council Chambers dias and conference rooms interface), to improve the audio and visual quality of meetings.

Communications & Public Engagement (C&PE) Studio:

Addition of a third television camera with teleprompter, controls, lenses, and mobile base;
Replacement of non-functioning Pan/Tilt/Zoom (PTZ) Cameras on the Studio Walls; and
Addition of an LED wall to enable background content creation for videos and interviews, as well as creation of shows for Channel 2 and social media platforms.

2nd Floor Conference Room:

Addition of three PTZ cameras on the walls, in order to broadcast meetings from this location;
Addition of one wide-angle camera and one close-up camera for the speaker, for meetings or workshops;
Addition of overhead microphones to enable broadcasts of meetings from the room, if so desired; and
Addition of remote streaming equipment to enable live-streaming events or meetings straight to Channel 2 and social platforms.

Communications & Public Engagement (C&PE) Department Offices:

Addition of two cameras and 3 microphones to enable current office space to also be used for interviews when the studio is not available.

Fiscal Impact

The additional \$785,390 funding for the Cable Services Fund FY 2023-24 Operating Budget will be from the Cable Services Fund Excess Reserves.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Budget Amendment 43

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CABLE SERVICES FUND; 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 #43) for municipal purposes, as follows:

- I. Amend the Cable Services Fund FY 2023-24 Operating Budget by increasing the appropriation and funding in the amount of \$785,390, from \$500,000 to \$1,285,390. Funding will be from the Cable Services Excess Reserves.

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 _____.

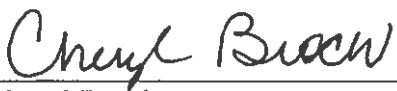
Passed by the City Council on second reading on _____.

MARK W. MCBRAYER, MAYOR


ATTEST:

Courtney Paz
City Secretary

APPROVED AS TO CONTENT:


Cheryl Brock
Interim Chief Financial Officer

APPROVED AS TO FORM:


Amy Sims
Deputy City Attorney

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Right-of-Way Deed and one (1) Drainage Easement Deed, and all related documents, in connection with certain real property located in Section 8, Block JS, Lubbock County, Texas (Parcel 4), on the west side of North Milwaukee Avenue and on the north side of Erskine Street, to be utilized for the 2022 Roadway Bond Project.

Item Summary

With the widening of Milwaukee Avenue from the North City Limits to 4th Street as part of the 2022 Roadway Bond Project and Erskine Street from Milwaukee Avenue to Frankford Avenue, the following street dedication and drainage easement will allow for the construction of these arterials. North Milwaukee & Erskine Affordable Storage, LLC is dedicating right-of-way and a drainage easement to the City of Lubbock.

The proponents will dedicate and donate 9,703 square feet of land for street right-of-way purpose, and 14,520 square feet of land for a drainage easement, at no cost to the City of Lubbock.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Parcel 4 Resolution

Parcel 4 ROW Deed

Parcel 4 Drainage Easement

GIS Map Erskine St. - Parcel 4

Parcel 4 MOA

CIP Spreadsheet - 92819 - 07-02-2024

CIP 92713 Budget 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 accept for and on behalf of the City of Lubbock one (1) right-of-way deed and one (1) Drainage Easement Deed in connection with certain real property located in Section 8, Block JS, Lubbock County, Texas, to be utilized for the Erskine Street Reconstruction Project and all related documents. Said Deed 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 _____.

MARK W. MCBRAYER, 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

RIGHT OF WAY DEED

THE STATE OF TEXAS
COUNTY OF LUBBOCK

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT **NORTH MILWAUKEE & ERSKINE AFFORDABLE STORAGE, LLC, A LIMITED LIABILITY COMPANY**, herein called "GRANTOR", for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, to **him/her** in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, Grantor does hereby grant, sell, and convey to Grantee for public use forever and for street right-of-way 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 and singular the rights and appurtenances thereto in anywise belonging unto the said public forever so long as said premises are used for public street purposes.

WITNESS MY HAND this 11 day of June, 2024.

North Milwaukee & Erskine Affordable Storage,
LLC, a Texas limited liability company

By: [Signature]
Michael Postar, Sole Manager

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 Michael Postar, Sole Manager of North Milwaukee & Erskine Affordable Storage, LLC, a Texas limited liability company 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 11 day of June, 2024.



[Signature]
Notary Public in and for the State of Texas
My Commission Expires: 2/28/2028

The East 5' and South 5' of this parcel were not included in the conveyance from 87th Street Partners, LLC to North Milwaukee & Erskine Affordable Storage, LLC as described under CCFN 2020006184, OPR.LCT.

Line Table		
Line #	Length	Direction
L1	397.65'	N88° 10' 22"W
L2	5.00'	N01° 49' 00"E
L3	3.80'	N43° 08' 36"W
L4	354.33'	S88° 12' 58"E
L5	42.42'	N46° 49' 35"E
L6	188.72'	N01° 49' 00"E
L7	100.59'	N08° 05' 38"E
L8	316.83'	N01° 49' 00"E
L9	5.00'	S88° 11' 00"E
L10	643.49'	S01° 49' 00"W

SCALE: 1"=200'

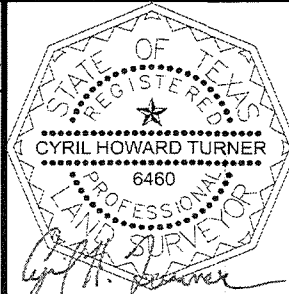
Title Commitment provided by Community National Title, LLC, Commitment for Title Insurance Issued by Title Resources Guaranty Company, Effective Date: May 15, 2022, GF No. 22050135ROW. See page 7 for Schedule B, Item 10

1/2" iron rod with cap "HUGO REED & ASSOC" set at all parcel corners unless otherwise noted.

ERSKINE STREET RECONSTRUCTION
FRANKFORD AVENUE TO WEST CITY LIMITS

Parcel 4
PERIMETER SURVEY OF A
0.2227 ACRE PARCEL LOCATED IN
SECTION 8, BLOCK JS
LUBBOCK COUNTY, TEXAS

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



Surveyed on the ground.
12/22/2022

HR HUGO REED
AND ASSOCIATES, INC.

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

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

Bearings are relative to the Texas Coordinate System of 1983,
North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.00023

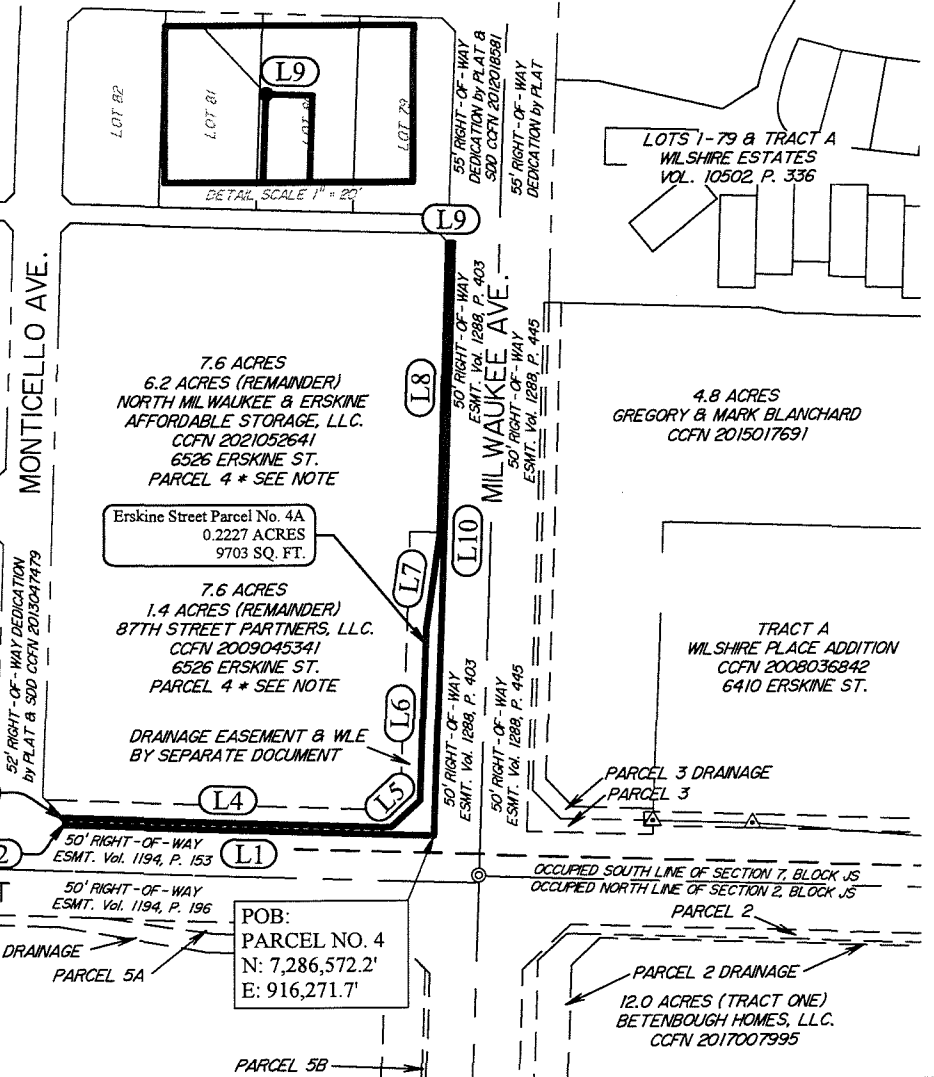
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Page 1

LEGEND:

- _____ - SURVEYED PROPERTY
 _____ - ADJACENT PROPERTY
 _____ - RIGHT-OF-WAY
 _____ - EASEMENT
 ● - FD. 1/2" ROD w/CAP (STEVENS)
 ▲ - FD. RAILROAD SPIKE
 © - FD. MAG NAIL W/SHINER (HRA)

P.O.B. - POINT OF BEGINNING
CCFN- COUNTY CLERK FILE NUMBER
ESMT. - EASEMENT
SDD - STREET DEDICATION DEED
WLE - WATERLINE EASEMENT



DESCRIPTION FOR PARCEL 4A

METES AND BOUNDS DESCRIPTION of a 0.2227 acre (9703 sq. ft.) parcel located in Section 8, Block JS, Lubbock County, Texas, being a portion of that certain 7.6 acre tract described under County Clerks File Number (CCFN) 2009045341, Official Public Records of Lubbock County, Texas (OPRLCT), said 0.2227 acres being further described as follows:

BEGINNING at a 1/2" iron rod with cap "HUGO REED & ASSOC" set (N=7,286,572.2', E=916,271.7') at the intersection of the North Right-of-Way line of Erskine Street (50 foot wide easement) as described in Volume 1194, Page 153, Deed Records of Lubbock County, Texas (DRLCT) and the West Right-of-Way line of Milwaukee Avenue (50 foot wide easement) as described in Volume 1288, Page 403, DRLCT, for the Southeast corner of this parcel which bears N. 88°10'22" W. a distance of 50.00 feet and N. 01°49'00" E. a distance of 50.00 feet from the Southeast corner of said Section 8, Block JS;

THENCE N. 88°10'22" W. parallel to and 50.00 feet North of the South line of Section 8, Block JS, a distance of 397.65 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set in the East Right-of-Way line of Monticello Avenue (52' Right-of-Way) by Street Dedication Deed (SDD) described under CCFN 2013047479, OPRLCT, for the Southwest corner of this parcel;

THENCE N. 01°49'00" E. along said East Right-of-Way line, a distance of 5.00 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for an angle corner of this parcel;

THENCE N. 43°08'36" W., along said East Right-of-Way line, a distance of 3.80 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for the most Westerly Northwest corner of this parcel;

THENCE S. 88°12'58" E. a distance of 354.33 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for an angle corner of this parcel;

THENCE N. 46°49'35" E. a distance of 42.42 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for an angle corner of this parcel;

THENCE N. 01°49'00" E. parallel to and 66.00 feet West of the East line of said Section 8, Block JS, a distance of 188.72 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for an angle corner of this parcel;

THENCE N. 08°05'38" E. a distance of 100.59 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for an angle corner of this parcel;

THENCE N. 01°49'00" E. parallel to and 55.00 feet West of the East line of Section 8, Block JS, a distance of 316.83 feet to a 1/2" iron rod with cap "RPLS 4339 STEVENS" found at the Southwest corner of a SDD described under 2012018581, OPRLCT, for the most Northerly Northwest corner of this parcel;

THENCE S. 88°11'00" E. with the South line of said SDD, a distance of 5.00 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set in the West Right-of-Way line of said Milwaukee Avenue, for the Northeast corner of this parcel;

THENCE S. 01°49'00" W. with said West Right-of-Way line, parallel to and 50.00 feet West of the East line of said Section 8, Block JS, a distance of 643.49 feet to the Point of Beginning.

ERSKINE STREET RECONSTRUCTION
FRANKFORD AVENUE TO WEST CITY LIMITS

Parcel 4
PERIMETER SURVEY OF A
0.2227 ACRE PARCEL LOCATED IN
SECTION 8, BLOCK JS
LUBBOCK COUNTY, TEXAS

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



Surveyed on the ground.
12/22/2022

HR HUGO REED
AND ASSOCIATES, INC.

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

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

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Page 2

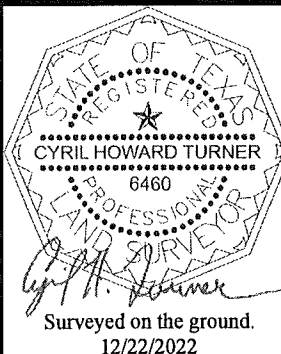
SCHEDULE B

- a. Rights of parties in possession. - May affect, not a survey related matter.
- b. Rights of tenants, as tenants only, under unrecorded leases or rental agreements. - May affect, not a survey related matter.
- c. Rights of public, the State of Texas and the municipality in and to that portion of subject property, if any, lying within the boundaries of any roadway, public or private. - May affect, not a survey related matter.
- d. Any visible and apparent easements on or across the property herein described, which are not shown of record. - May effect - none observed at time of survey.
- e. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed. - May affect, not a survey related matter.
- f. Easement as shown in instrument from Ross Hanna to West Texas Gas Company, dated August 28, 1941 and filed in Volume 259, Page 561, Deed Records of Lubbock County, Texas. - Affects - size and location of easement can not be determined based on recorded description.
- g. Mineral reservation as shown in instrument from Ross Hanna to P. H. Howry, dated November 20, 1942 and recorded in Volume 228, Page 267, Deed Records of Lubbock County, Texas. Said mineral interest has not been researched since the date of said instrument. - May affect, not a survey related matter.
- h. Mineral reservation as shown in instrument from P. H. Howry, et ux to L. A. Hill and wife, Bessie Hill, dated September 2, 1949 and recorded in Volume 387, Page 467, Deed Records of Lubbock County, Texas. Said mineral interest has not been researched since the date of said instrument. - May affect, not a survey related matter.
- j. Temporary Construction Easement as shown in instrument from 87th Street Partners, LLC to City of Lubbock, dated October 1, 2020 and filed in Clerk's File No. 2020049659, Official Public Records of Lubbock County, Texas. - Does not affect.

ERSKINE STREET RECONSTRUCTION
FRANKFORD AVENUE TO WEST CITY LIMITS

Parcel 4
PERIMETER SURVEY OF A
0.2227 ACRE PARCEL LOCATED IN
SECTION 8, BLOCK JS
LUBBOCK COUNTY, TEXAS

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



HR HUGO REED
AND ASSOCIATES, INC.

LAND SURVEYORS 1801 AVENUE N
CIVIL ENGINEERS LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100676-00 PHONE: 806 / 763-5642
TEXAS REGISTERED ENGINEERING FIRM F-760 FAX: 806 / 763-3891

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Page 3

DRAINAGE EASEMENT

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK

§

THAT **NORTH MILWAUKEE & ERSKINE AFFORDABLE STORAGE, LLC, A LIMITED LIABILITY COMPANY**, herein called "GRANTOR", for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS to GRANTOR in hand paid by the CITY OF LUBBOCK, a Home Rule Municipal Corporation of Lubbock County, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed, and for the further good and valuable consideration in benefits accruing and to accrue to the remainder of GRANTOR'S property, has by these presents GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the CITY OF LUBBOCK, its legal representatives, successors and assigns, for the use of the public as a perpetual and permanent drainage easement, the free and uninterrupted use, liberty of passage in, on, along, over, upon, under, and across all that property lying and being situated in Lubbock County, Texas, and being more particularly described in the attached Exhibit "A."

SO LONG AS the public continues to use said property for the purposes herein stated, said easement includes, but is not limited to, the free and uninterrupted use, liberty and privilege of passage in, along, over, across, under, upon and against the hereinafter described land for the purpose of constructing, reconstructing, maintaining, repairing, cleaning and clearing said premises for the free and unobstructed drainage of surface waters; together with the right of ingress, egress and regress for such purposes in, on, along, through and across all the property above described.

It is hereby covenanted and agreed that the CITY OF LUBBOCK retains and reserves the right to set and determine the drainage grade and direction of flow of surface waters on the real estate above described and buildings or like permanent structures shall not be erected, built, constructed or allowed to be erected, built or constructed in, upon, over, along or across the real estate above described, and if such erection, building or construction does occur in violation of this prohibition, the CITY OF LUBBOCK shall have the right to remove said building or structure from the aforesaid real estate.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging perpetually unto the CITY OF LUBBOCK, its successors and assigns, for so long as the CITY OF LUBBOCK uses the same for the purposes herein granted.

WITNESS THE EXECUTION OF THIS INSTRUMENT this 11 day
of June, 2024.

North Milwaukee & Erskine Affordable Storage, LLC,
a Texas limited liability company

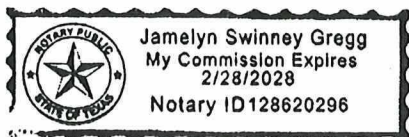
By: [Signature]
Michael Postar, Sole Manager

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 Michael Postar, Sole Manager of North Milwaukee & Erskine
Affordable Storage, LLC, a Texas limited liability company 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 11 day of
June 2024.



[Signature]
Notary Public in and for the State of
Texas
My Commission Expires: 2/28/2028

Parcel 4 Note:

The East 5' and South 5' of this parcel were not included in the conveyance from 87th Street Partners, LLC to North Milwaukee & Erskine Affordable Storage, LLC as described under CCFN 2020006184, OPRLCT.

Line Table		
Line #	Length	Direction
L1	352.62'	S88° 10' 22"E
L2	42.43'	N46° 49' 25"E
L3	273.48'	N01° 49' 00"E
L4	32.00'	S88° 11' 05"E
L5	3.83'	S01° 49' 00"W
L6	100.59'	S08° 05' 38"W
L7	188.72'	S01° 49' 00"W
L8	42.42'	S46° 49' 35"W
L9	354.33'	N88° 12' 58"W
L10	27.30'	N43° 08' 36"W

5.0 ACRES
REBA
MATTHEWS
Vol. 9177, P. 315

SCALE: 1"=200'

Note:

Title Commitment provided by Community National Title, LLC, Commitment for Title Insurance Issued by Title Resources Guaranty Company, Effective Date: May 15, 2022, GF No. 22050135ROW. See page 3 for Schedule B, Item 10

1/2" iron rod with cap "HUGO REED & ASSOC" set at all parcel corners unless otherwise noted.

**ERSKINE STREET RECONSTRUCTION
FRANKFORD AVENUE TO WEST CITY LIMITS**

Parcel 4 Drainage & Waterline Easement
PERIMETER SURVEY OF A
0.3333 ACRE PARCEL LOCATED IN
SECTION 8, BLOCK JS
LUBBOCK COUNTY, TEXAS

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



Surveyed on the ground.
12/22/2022

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

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

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Page 1

LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- - - RIGHT-OF-WAY
- - - EASEMENT
- - FD. 1/2" ROD w/CAP (STEVENS)
- ▲ - FD. RAILROAD SPIKE
- ⊙ - FD. MAG NAIL W/SHINER (HRA)

P.O.B. - POINT OF BEGINNING
CCFN - COUNTY CLERK FILE NUMBER
ESMT. - EASEMENT
SDD - STREET DEDICATION DEED
WLE - WATERLINE EASEMENT

DESCRIPTION FOR PARCEL 4 DRAINAGE & WATERLINE EASEMENT

METES AND BOUNDS DESCRIPTION of a 0.3333 acre (14520 sq. ft.) parcel located in Section 8, Block JS, Lubbock County, Texas, being a portion of that certain 6.2 acre tract described under County Clerks File Number (CCFN) 2021052641, Official Public Records of Lubbock County, Texas (OPRLCT), said 0.3333 acres being further described as follows:

BEGINNING at a 1/2" iron rod with cap "HUGO REED & ASSOC" set (N=7,286,612.6', E=915,853.2') in the East Right-of-Way line of Monticello Avenue (52 foot wide Right-of-Way) by Street Dedication Deed (SDD) described under CCFN 2013047479, OPRLCT, for the most Westerly Northwest corner of this parcel which bears N. 88°10'22" W. a distance of 469.62 feet and N. 01°49'00" E. a distance of 77.00 feet from the Southeast corner of said Section 8, Block JS;

THENCE S. 88°10'22" E. parallel to and 77.00 feet North of the South line of Section 8, Block JS, a distance of 352.62 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for an angle corner of this parcel;

THENCE N. 46°49'25" E. a distance of 42.43 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for an angle corner of this parcel;

THENCE N. 01°49'00" E. parallel to and 87.00 feet West of the East line of said Section 8, Block JS, a distance of 273.48 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for the most Northerly Northwest corner of this parcel;

THENCE S. 88°11'05" E. a distance of 32.00 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for the Northeast corner of this parcel;

THENCE S. 01°49'00" W. parallel to and 55.00 feet West of the East line of said Section 8, Block JS, a distance of 3.83 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for an angle corner of this parcel;

THENCE S. 08°05'38" W. a distance of 100.59 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for an angle corner of this parcel;

THENCE S. 01°49'00" W. parallel to and 66.00 feet West of the East line of said Section 8, Block JS, a distance of 188.72 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for the most Easterly Southeast corner of this parcel;

THENCE S. 46°49'35" W. a distance of 42.42 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for the most Southerly Southeast corner of this parcel;

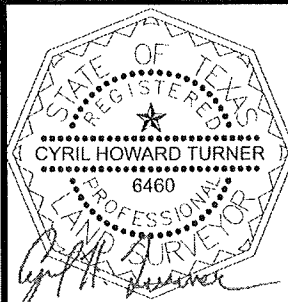
THENCE N. 88°12'58" W. a distance of 354.33 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set in the East Right-of-Way line of said Monticello Avenue, for the Southwest corner of this parcel;

THENCE N. 43°08'36" W. along said East Right-of-Way line, a distance of 27.30 feet to the Point of Beginning.

ERSKINE STREET RECONSTRUCTION
FRANKFORD AVENUE TO WEST CITY LIMITS

Parcel 4 Drainage Easement & Waterline Easement
PERIMETER SURVEY OF A
0.3333 ACRE PARCEL LOCATED IN
SECTION 8, BLOCK JS
LUBBOCK COUNTY, TEXAS

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



Surveyed on the ground.
12/22/2022

HR HUGO REED
AND ASSOCIATES, INC.

LAND SURVEYORS 1601 AVENUE N
CIVIL ENGINEERS LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100676-00 PHONE: 806 / 763-5642
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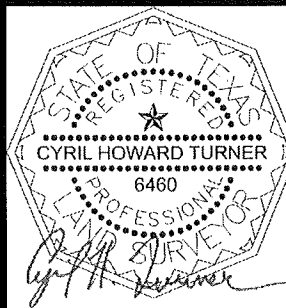
SCHEDULE B

- a. Rights of parties in possession. - May affect, not a survey related matter.
- b. Rights of tenants, as tenants only, under unrecorded leases or rental agreements. - May affect, not a survey related matter.
- c. Rights of public, the State of Texas and the municipality in and to that portion of subject property, if any, lying within the boundaries of any roadway, public or private. - May affect, not a survey related matter.
- d. Any visible and apparent easements on or across the property herein described, which are not shown of record. - May effect - none observed at time of survey.
- e. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed. - May affect, not a survey related matter.
- f. Easement as shown in instrument from Ross Hanna to West Texas Gas Company, dated August 28, 1941 and filed in Volume 259, Page 561, Deed Records of Lubbock County, Texas. - Affects - size and location of easement can not be determined based on recorded description.
- g. Mineral reservation as shown in instrument from Ross Hanna to P. H. Howry, dated November 20, 1942 and recorded in Volume 228, Page 267, Deed Records of Lubbock County, Texas. Said mineral interest has not been researched since the date of said instrument. - May affect, not a survey related matter.
- h. Mineral reservation as shown in instrument from P. H. Howry, et ux to L. A. Hill and wife, Bessie Hill, dated September 2, 1949 and recorded in Volume 387, Page 467, Deed Records of Lubbock County, Texas. Said mineral interest has not been researched since the date of said instrument. - May affect, not a survey related matter.
- i. Temporary Construction Easement as shown in instrument from 87th Street Partners, LLC to City of Lubbock, dated October 1, 2020 and filed in Clerk's File No. 2020049659, Official Public Records of Lubbock County, Texas. - Does not affect.

ERSKINE STREET RECONSTRUCTION
FRANKFORD AVENUE TO WEST CITY LIMITS

Parcel 4 Drainage Easement & Waterline Easement
PERIMETER SURVEY OF A
0.3333 ACRE PARCEL LOCATED IN
SECTION 8, BLOCK JS
LUBBOCK COUNTY, TEXAS

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



Surveyed on the ground.
12/22/2022

HR HUGO REED
AND ASSOCIATES, INC.


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[illegible]

City of
Lubbock
TEXAS

Digital Orthophotography - May 2023

MEMORANDUM OF AGREEMENT

**NORTH MILWAUKEE & ERSKINE
AFFORDABLE STORAGE, LLC,
A T E X A S LIMITED LIABILITY COMPANY**
6305 82nd St.
Lubbock, TX 79424

Project: Erskine Street
County: Lubbock
Parcel: 4

North Milwaukee & Erskine Affordable Storage, LLC, a Texas limited liability company, referred to in this Memorandum as "Grantor", agree to grant City of Lubbock, Texas, referred to as "Grantee", fee simple title to 0.2227 acre (9,703 sq. ft.) of land in Section 8, Block JS, Lubbock County, Texas, and more particularly described in the attached Exhibit "A".

IT IS AGREED that the consideration for the execution of a Drainage Easement (the "Conveyance Instrument") is DONATED, and the landowner expect to receive in exchange Zero Dollars and NO/100 (\$0.00).

IT IS FUTHER AGREED that, as compensation for the improvements located within the proposed acquisition area, the total sum of ZERO DOLLARS and NO/100 (\$0.00) shall be provided, as shown on the attached breakdown.

Grantor acknowledges the receipt and sufficiency of the Just Compensation above and acknowledges that Grantee will not perform any work to relocated, rebuild or install any improvements compensated for above.

The Just Compensation referenced above, the terms of this Memorandum of Agreement and the Drainage Easement constitute the only agreements between the parties and no other promises, considerations, covenants or conditions have been stated or implied. Grantor agrees to work with HDR Engineering, Inc. prior to closing and obtain any lien releases required for issuance of a title policy or clear title as requested by Grantee.

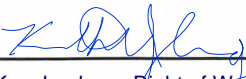
IT IS FURTHER AGREED that, during the initial construction of the Project, the following special provisions shall apply: The City of Lubbock has agreed to build five (5) commercial thirty-foot (30') driveways in exchange for the necessary property to complete the Erskine Street Widening project. See attached schematic as Exhibit "B."

(collectively "Construction Special Provisions").

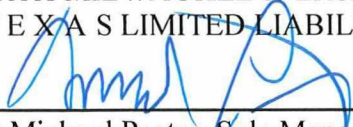
IT IS FURTHER UNDERSTOOD AND AGREED that Grantee's failure to comply with the Construction Special Provisions shall not be deemed a termination of rights granted to Grantee under the Conveyance Instrument.

SIGNED contemporaneously with and as a part of the overall agreements between the parties this the 24th day of June, 2024.

GRANTEE:
CITY OF LUBBOCK


BY: Ken Jernberg, Right of Way Agent
DATE: 6/24/24

GRANTOR:
NORTH MILWAUKEE & ERSKINE AFFORDABLE STORAGE, LLC,
A T E X A S LIMITED LIABILITY COMPANY

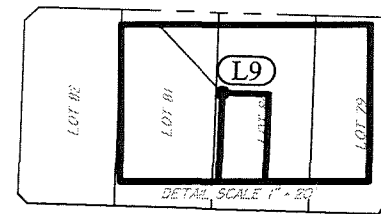

BY: Michael Postar, Sole Manager
DATE: 6/11/2024

Parcel 4 Note:

The East 5' and South 5' of this parcel were not included in the conveyance from 87th Street Partners, LLC to North Milwaukee & Erskine Affordable Storage, LLC as described under CCFN 2020006184, OPRLCT.

Line Table		
Line #	Length	Direction
L1	397.65'	N88° 10' 22"W
L2	5.00'	N01° 49' 00"E
L3	3.80'	N43° 08' 36"W
L4	354.33'	S88° 12' 58"E
L5	42.42'	N46° 49' 35"E
L6	188.72'	N01° 49' 00"E
L7	100.59'	N08° 05' 38"E
L8	316.83'	N01° 49' 00"E
L9	5.00'	S88° 11' 00"E
L10	643.49'	S01° 49' 00"W

MONTICELLO AVE.



55' RIGHT-OF-WAY DEDICATION BY PLAT & SDD CCFN 202016591
55' RIGHT-OF-WAY DEDICATION BY PLAT

LOTS 1-79 & TRACT A
WILSHIRE ESTATES
VOL. 10502, P. 336

4.8 ACRES
GREGORY & MARK BLANCHARD
CCFN 2015017691

TRACT A
WILSHIRE PLACE ADDITION
CCFN 2008036842
6410 ERSKINE ST.

PARCEL 3 DRAINAGE
PARCEL 3

OCCUPIED SOUTH LINE OF SECTION 7, BLOCK JS
OCCUPIED NORTH LINE OF SECTION 2, BLOCK JS

PARCEL 2 DRAINAGE
12.0 ACRES (TRACT ONE)
BETENBOUGH HOMES, LLC.
CCFN 2017007995

PARCEL 5B

7.6 ACRES
6.2 ACRES (REMAINDER)
NORTH MILWAUKEE & ERSKINE
AFFORDABLE STORAGE, LLC.
CCFN 2021052641
6526 ERSKINE ST.
PARCEL 4 * SEE NOTE

Erskine Street Parcel No. 4A
0.2227 ACRES
9703 SQ. FT.

7.6 ACRES
1.4 ACRES (REMAINDER)
87TH STREET PARTNERS, LLC.
CCFN 2009045341
6526 ERSKINE ST.
PARCEL 4 * SEE NOTE

DRAINAGE EASEMENT & WLE
BY SEPARATE DOCUMENT

POB:
PARCEL NO. 4
N: 7,286,572.2'
E: 916,271.7'

PARCEL 5 DRAINAGE
PARCEL 5A

NE/4 SECTION 3, BLOCK JS
133.7 ACRES (REMAINDER)
ROBERTA HUNTER
Vol. 6638, P. 9

5.0 ACRES
REBA
MATTHEWS
Vol. 9177, P. 315

SCALE: 1"=200'

Note:

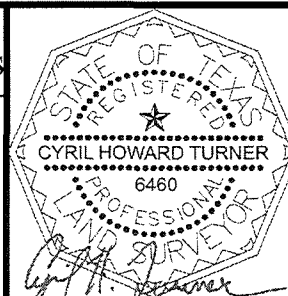
Title Commitment provided by Community National Title, LLC, Commitment for Title Insurance Issued by Title Resources Guaranty Company, Effective Date: May 15, 2022, GF No. 22050135ROW. See page 7 for Schedule B, Item 10

1/2" iron rod with cap "HUGO REED & ASSOC" set at all parcel corners unless otherwise noted.

ERSKINE STREET RECONSTRUCTION
FRANKFORD AVENUE TO WEST CITY LIMITS

Parcel 4
PERIMETER SURVEY OF A
0.2227 ACRE PARCEL LOCATED IN
SECTION 8, BLOCK JS
LUBBOCK COUNTY, TEXAS

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



Surveyed on the ground.
12/22/2022

HR HUGO REED AND ASSOCIATES, INC.

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

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: 1.00023

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LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- - FD. 1/2" ROD w/CAP (STEVENS)
- △ - FD. RAILROAD SPIKE
- ⊙ - FD. MAG NAIL W/SHINER (HRA)

P.O.B. - POINT OF BEGINNING
CCFN - COUNTY CLERK FILE NUMBER
ESMT. - EASEMENT
SDD - STREET DEDICATION DEED
WLE - WATERLINE EASEMENT

DESCRIPTION FOR PARCEL 4A

METES AND BOUNDS DESCRIPTION of a 0.2227 acre (9703 sq. ft.) parcel located in Section 8, Block JS, Lubbock County, Texas, being a portion of that certain 7.6 acre tract described under County Clerks File Number (CCFN) 2009045341, Official Public Records of Lubbock County, Texas (OPRLCT), said 0.2227 acres being further described as follows:

BEGINNING at a 1/2" iron rod with cap "HUGO REED & ASSOC" set (N=7,286,572.2', E=916,271.7') at the intersection of the North Right-of-Way line of Erskine Street (50 foot wide easement) as described in Volume 1194, Page 153, Deed Records of Lubbock County, Texas (DRLCT) and the West Right-of-Way line of Milwaukee Avenue (50 foot wide easement) as described in Volume 1288, Page 403, DRLCT, for the Southeast corner of this parcel which bears N. 88°10'22" W. a distance of 50.00 feet and N. 01°49'00" E. a distance of 50.00 feet from the Southeast corner of said Section 8, Block JS;

THENCE N. 88°10'22" W. parallel to and 50.00 feet North of the South line of Section 8, Block JS, a distance of 397.65 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set in the East Right-of-Way line of Monticello Avenue (52' Right-of-Way) by Street Dedication Deed (SDD) described under CCFN 2013047479, OPRLCT, for the Southwest corner of this parcel;

THENCE N. 01°49'00" E. along said East Right-of-Way line, a distance of 5.00 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for an angle corner of this parcel;

THENCE N. 43°08'36" W., along said East Right-of-Way line, a distance of 3.80 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for the most Westerly Northwest corner of this parcel;

THENCE S. 88°12'58" E. a distance of 354.33 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for an angle corner of this parcel;

THENCE N. 46°49'35" E. a distance of 42.42 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for an angle corner of this parcel;

THENCE N. 01°49'00" E. parallel to and 66.00 feet West of the East line of said Section 8, Block JS, a distance of 188.72 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for an angle corner of this parcel;

THENCE N. 08°05'38" E. a distance of 100.59 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for an angle corner of this parcel;

THENCE N. 01°49'00" E. parallel to and 55.00 feet West of the East line of Section 8, Block JS, a distance of 316.83 feet to a 1/2" iron rod with cap "RPLS 4339 STEVENS" found at the Southwest corner of a SDD described under 2012018581, OPRLCT, for the most Northerly Northwest corner of this parcel;

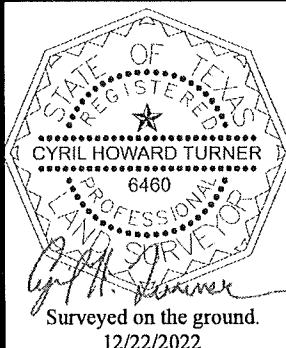
THENCE S. 88°11'00" E. with the South line of said SDD, a distance of 5.00 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set in the West Right-of-Way line of said Milwaukee Avenue, for the Northeast corner of this parcel;

THENCE S. 01°49'00" W. with said West Right-of-Way line, parallel to and 50.00 feet West of the East line of said Section 8, Block JS, a distance of 643.49 feet to the Point of Beginning.

ERSKINE STREET RECONSTRUCTION
FRANKFORD AVENUE TO WEST CITY LIMITS

Parcel 4
PERIMETER SURVEY OF A
0.2227 ACRE PARCEL LOCATED IN
SECTION 8, BLOCK JS
LUBBOCK COUNTY, TEXAS

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



HR HUGO REED
AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100876-00
TEXAS REGISTERED ENGINEERING FIRM F-760

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

Bearings are relative to the Texas Coordinate System of 1983,
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Combined Scale Factor: 1.00023

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Page 2

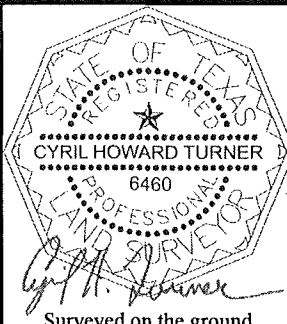
SCHEDULE B

- a. Rights of parties in possession. - May affect, not a survey related matter.
- b. Rights of tenants, as tenants only, under unrecorded leases or rental agreements. - May affect, not a survey related matter.
- c. Rights of public, the State of Texas and the municipality in and to that portion of subject property, if any, lying within the boundaries of any roadway, public or private. - May affect, not a survey related matter.
- d. Any visible and apparent easements on or across the property herein described, which are not shown of record. - May effect - none observed at time of survey.
- e. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed. - May affect, not a survey related matter.
- f. Easement as shown in instrument from Ross Hanna to West Texas Gas Company, dated August 28, 1941 and filed in Volume 259, Page 561, Deed Records of Lubbock County, Texas. - Affects - size and location of easement can not be determined based on recorded description.
- g. Mineral reservation as shown in instrument from Ross Hanna to P. H. Howry, dated November 20, 1942 and recorded in Volume 228, Page 267, Deed Records of Lubbock County, Texas. Said mineral interest has not been researched since the date of said instrument. - May affect, not a survey related matter.
- h. Mineral reservation as shown in instrument from P. H. Howry, et ux to L. A. Hill and wife, Bessie Hill, dated September 2, 1949 and recorded in Volume 387, Page 467, Deed Records of Lubbock County, Texas. Said mineral interest has not been researched since the date of said instrument. - May affect, not a survey related matter.
- j. Temporary Construction Easement as shown in instrument from 87th Street Partners, LLC to City of Lubbock, dated October 1, 2020 and filed in Clerk's File No. 2020049659, Official Public Records of Lubbock County, Texas. - Does not affect.

ERSKINE STREET RECONSTRUCTION
FRANKFORD AVENUE TO WEST CITY LIMITS

Parcel 4
PERIMETER SURVEY OF A
0.2227 ACRE PARCEL LOCATED IN
SECTION 8, BLOCK JS
LUBBOCK COUNTY, TEXAS

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



Surveyed on the ground.
12/22/2022

HR HUGO REED
AND ASSOCIATES, INC.

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

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

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Page 3

Parcel 4 Note:

The East 5' and South 5' of this parcel were not included in the conveyance from 87th Street Partners, LLC to North Milwaukee & Erskine Affordable Storage, LLC as described under CCFN 2020006184, OPRLCT.

Line Table		
Line #	Length	Direction
L1	352.62'	S88° 10' 22"E
L2	42.43'	N46° 49' 25"E
L3	273.48'	N01° 49' 00"E
L4	32.00'	S88° 11' 05"E
L5	3.83'	S01° 49' 00"W
L6	100.59'	S08° 05' 38"W
L7	188.72'	S01° 49' 00"W
L8	42.42'	S46° 49' 35"W
L9	354.33'	N88° 12' 58"W
L10	27.30'	N43° 08' 36"W

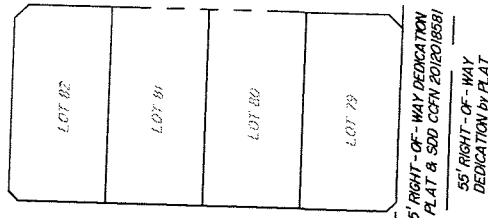
MONTICELLO AVE.

52' RIGHT-OF-WAY DEDICATION BY PLAT & SDD CCFN 2013047479

PARCEL 5A

PARCEL 5 DRAINAGE

PARCEL 5B



7.6 ACRES
6.2 ACRES (REMAINDER)
NORTH MILWAUKEE & ERSKINE
AFFORDABLE STORAGE, LLC.
CCFN 2021052641
6526 ERSKINE ST.
PARCEL 4 * SEE NOTE

Drainage & Waterline Easement No. 4
0.3333 ACRES
14520 SQ. FT.

7.6 ACRES
1.4 ACRES (REMAINDER)
87TH STREET PARTNERS, LLC.
CCFN 2009045341
6526 ERSKINE ST.
PARCEL 4 * SEE NOTE

POB:
DRAINAGE &
WATERLINE EASEMENT 4
N: 7,286,612.6'
E: 915,853.2'

50' RIGHT-OF-WAY
ESMT. Vol. 1194, P. 153

50' RIGHT-OF-WAY
ESMT. Vol. 1194, P. 196

PARCEL 5A

PARCEL 5 DRAINAGE

PARCEL 5B

55' RIGHT-OF-WAY DEDICATION BY PLAT & SDD CCFN 202018581

50' RIGHT-OF-WAY
ESMT. Vol. 1288, P. 403

MILWAUKEE AVE.

50' RIGHT-OF-WAY
ESMT. Vol. 1194, P. 196

PARCEL 5A

PARCEL 5 DRAINAGE

PARCEL 5B

LOTS 71-79 & TRACT A
WILSHIRE ESTATES
VOL. 10502, P. 336

4.8 ACRES
GREGORY & MARK BLANCHARD
CCFN 2015017691

TRACT A
WILSHIRE PLACE ADDITION
CCFN 2008036842
6410 ERSKINE ST.

PARCEL 3 DRAINAGE
PARCEL 3

OCCUPIED SOUTH LINE OF SECTION 7, BLOCK JS
OCCUPIED NORTH LINE OF SECTION 2, BLOCK JS

PARCEL 2

12.0 ACRES (TRACT ONE)
BETENBOUGH HOMES, L.L.C.
CCFN 2017007995

PARCEL 2 DRAINAGE

SCALE: 1"=200'

Note:

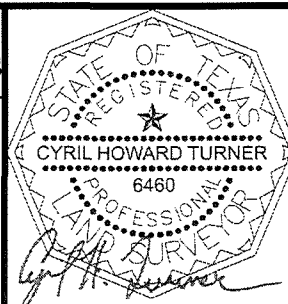
Title Commitment provided by Community National Title, LLC, Commitment for Title Insurance Issued by Title Resources Guaranty Company, Effective Date: May 15, 2022, GF No. 22050135ROW. See page 3 for Schedule B, Item 10

1/2" iron rod with cap "HUGO REED & ASSOC" set at all parcel corners unless otherwise noted.

ERSKINE STREET RECONSTRUCTION
FRANKFORD AVENUE TO WEST CITY LIMITS

Parcel 4 Drainage & Waterline Easement
PERIMETER SURVEY OF A
0.3333 ACRE PARCEL LOCATED IN
SECTION 8, BLOCK JS
LUBBOCK COUNTY, TEXAS

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



Surveyed on the ground.
12/22/2022

HR HUGO REED
AND ASSOCIATES, INC.

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

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: 1.00023

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LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- - FD. 1/2" ROD w/CAP (STEVENS)
- △ - FD. RAILROAD SPIKE
- ⊙ - FD. MAG NAIL W/SHINER (HRA)

P.O.B. - POINT OF BEGINNING
CCFN - COUNTY CLERK FILE NUMBER
ESMT. - EASEMENT
SDD - STREET DEDICATION DEED
WLE - WATERLINE EASEMENT

DESCRIPTION FOR PARCEL 4 DRAINAGE & WATERLINE EASEMENT

METES AND BOUNDS DESCRIPTION of a 0.3333 acre (14520 sq. ft.) parcel located in Section 8, Block JS, Lubbock County, Texas, being a portion of that certain 6.2 acre tract described under County Clerks File Number (CCFN) 2021052641, Official Public Records of Lubbock County, Texas (OPRLCT), said 0.3333 acres being further described as follows:

BEGINNING at a 1/2" iron rod with cap "HUGO REED & ASSOC" set (N=7,286,612.6', E=915,853.2') in the East Right-of-Way line of Monticello Avenue (52 foot wide Right-of-Way) by Street Dedication Deed (SDD) described under CCFN 2013047479, OPRLCT, for the most Westerly Northwest corner of this parcel which bears N. 88°10'22" W. a distance of 469.62 feet and N. 01°49'00" E. a distance of 77.00 feet from the Southeast corner of said Section 8, Block JS;

THENCE S. 88°10'22" E. parallel to and 77.00 feet North of the South line of Section 8, Block JS, a distance of 352.62 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for an angle corner of this parcel;

THENCE N. 46°49'25" E. a distance of 42.43 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for an angle corner of this parcel;

THENCE N. 01°49'00" E. parallel to and 87.00 feet West of the East line of said Section 8, Block JS, a distance of 273.48 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for the most Northerly Northwest corner of this parcel;

THENCE S. 88°11'05" E. a distance of 32.00 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for the Northeast corner of this parcel;

THENCE S. 01°49'00" W. parallel to and 55.00 feet West of the East line of said Section 8, Block JS, a distance of 3.83 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for an angle corner of this parcel;

THENCE S. 08°05'38" W. a distance of 100.59 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for an angle corner of this parcel;

THENCE S. 01°49'00" W. parallel to and 66.00 feet West of the East line of said Section 8, Block JS, a distance of 188.72 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for the most Easterly Southeast corner of this parcel;

THENCE S. 46°49'35" W. a distance of 42.42 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for the most Southerly Southeast corner of this parcel;

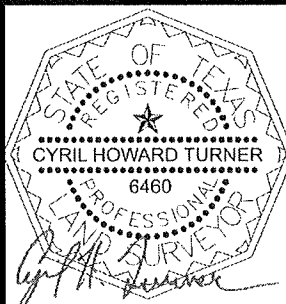
THENCE N. 88°12'58" W. a distance of 354.33 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set in the East Right-of-Way line of said Monticello Avenue, for the Southwest corner of this parcel;

THENCE N. 43°08'36" W. along said East Right-of-Way line, a distance of 27.30 feet to the Point of Beginning.

ERSKINE STREET RECONSTRUCTION
FRANKFORD AVENUE TO WEST CITY LIMITS

Parcel 4 Drainage Easement & Waterline Easement
PERIMETER SURVEY OF A
0.3333 ACRE PARCEL LOCATED IN
SECTION 8, BLOCK JS
LUBBOCK COUNTY, TEXAS

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



Surveyed on the ground.
12/22/2022

HR HUGO REED
AND ASSOCIATES, INC.

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

1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
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Page 2

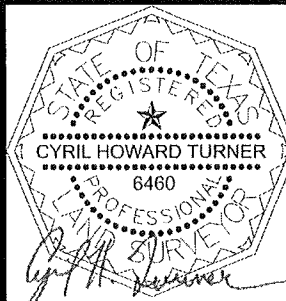
SCHEDULE B

- a. Rights of parties in possession. - May affect, not a survey related matter.
- b. Rights of tenants, as tenants only, under unrecorded leases or rental agreements. - May affect, not a survey related matter.
- c. Rights of public, the State of Texas and the municipality in and to that portion of subject property, if any, lying within the boundaries of any roadway, public or private. - May affect, not a survey related matter.
- d. Any visible and apparent easements on or across the property herein described, which are not shown of record. - May effect - none observed at time of survey.
- e. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed. - May affect, not a survey related matter.
- f. Easement as shown in instrument from Ross Hanna to West Texas Gas Company, dated August 28, 1941 and filed in Volume 259, Page 561, Deed Records of Lubbock County, Texas. - Affects - size and location of easement can not be determined based on recorded description.
- g. Mineral reservation as shown in instrument from Ross Hanna to P. H. Howry, dated November 20, 1942 and recorded in Volume 228, Page 267, Deed Records of Lubbock County, Texas. Said mineral interest has not been researched since the date of said instrument. - May affect, not a survey related matter.
- h. Mineral reservation as shown in instrument from P. H. Howry, et ux to L. A. Hill and wife, Bessie Hill, dated September 2, 1949 and recorded in Volume 387, Page 467, Deed Records of Lubbock County, Texas. Said mineral interest has not been researched since the date of said instrument. - May affect, not a survey related matter.
- i. Temporary Construction Easement as shown in instrument from 87th Street Partners, LLC to City of Lubbock, dated October 1, 2020 and filed in Clerk's File No. 2020049659, Official Public Records of Lubbock County, Texas. - Does not affect.

ERSKINE STREET RECONSTRUCTION
FRANKFORD AVENUE TO WEST CITY LIMITS

Parcel 4 Drainage Easement & Waterline Easement
PERIMETER SURVEY OF A
0.3333 ACRE PARCEL LOCATED IN
SECTION 8, BLOCK JS
LUBBOCK COUNTY, TEXAS

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



Surveyed on the ground.
12/22/2022

HR HUGO REED
AND ASSOCIATES, INC.

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

1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
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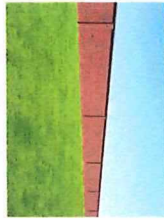
Page 3



EXTERIOR ACCESS GATE



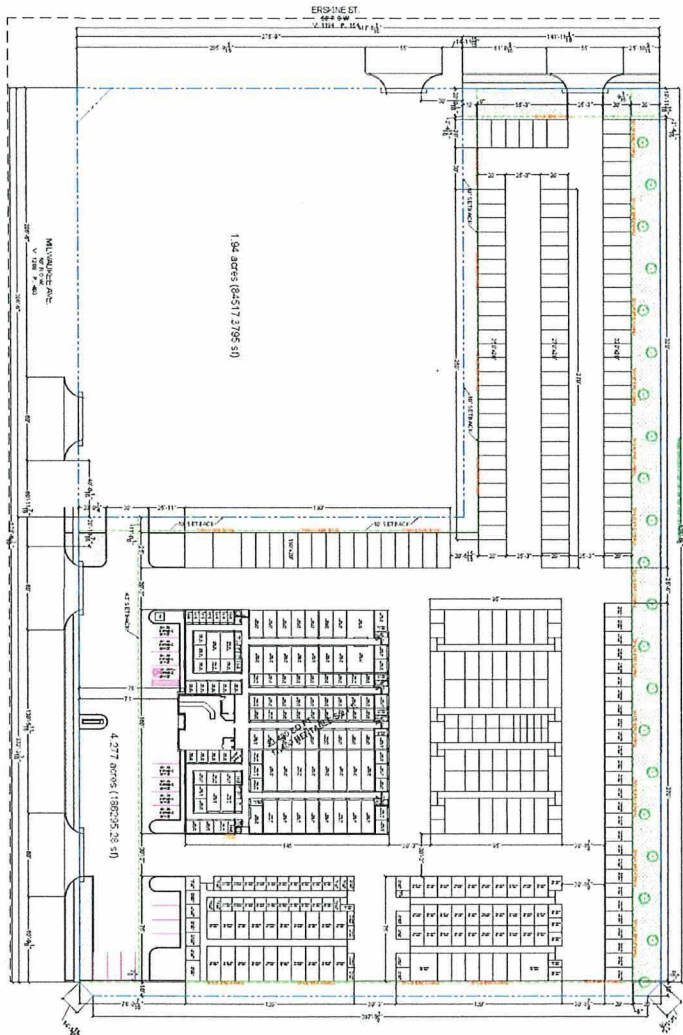
CLIMATE CONTROLLED UNITS



EXTERIOR BRICK WALL



ENTRY GATE AND EXTERIOR WALL



FRONT OFFICE WITH SIGNAGE



STREET SIGNAGE

AFFORDABLE SELF STORAGE MILWAUKEE & ERSKINE

CREATED BY:
TREV ADAMS
09.20.22

BE AMAZING CONSTRUCTION
3110 FRANKFORD AVENUE
LUBBOCK TEXAS 79407



PROPOSED SITE PLAN

SHEET
PSP-1

City of Lubbock, TX
Capital Project
Project Cost Detail
July 2nd 2024

Capital Project Number:	92819
Capital Project Name:	Milwaukee Avenue from 4th Street to the North City Limits - 22B

<i>Encumbered/Expended</i>	Budget
City of Lubbock Staff Time	\$ 18,371
Contract 17087 Milwaukee Reconstruction Design & ROW with HDR, Inc.	1,403,292
Land Acquisition to Date	157,708
Traffic System Improvements	24,494

<i>Agenda Items, July 23rd, 2024</i>	
Erskine Parcel 4 Land Acquisition	-

<i>Encumbered/Expended To Date</i>	<u>1,603,865</u>
---	------------------

<i>Estimated Costs for Remaining Appropriation</i>	
Property Acquisition, Utility Adjustments, and Roadway Construction	<u>15,396,135</u>

<i>Remaining Appropriation</i>	<u>-</u>
---------------------------------------	----------

Total Appropriation	<u><u>\$ 17,000,000</u></u>
----------------------------	-----------------------------

Managing Department **Public Works Engineering**

Project Manager **Josh Kristinek**

Project Classification **New Roadways**

Project Status **Approved**



Project Scope

This project will fund the paving and improvement of existing local residential and collector gravel roads in existing subdivisions where the roads were never improved by the developer. This project will fund the design and construction of various inadequate transportation elements within these areas of the City including unimproved roadway surfaces, unsafe roadway widths, drainage improvements, street lighting, and ADA compliance.

Project Justification

Areas of the City of Lubbock have existing local residential roadways that are gravel and not improved with a paved surface. These roadways were part of developments where the roads were never improved by the developer. These roadways do not meet the City's Standard Specifications and this project will help improve mobility and safety in these residential areas.

Project History

\$11,300,000 was appropriated in FY 2020-21, Budget Amendment No. 35, Ord. No. 2020-O0077, July 13, 2021.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
Construction	11,300,000	0	0	0	0	0	0	11,300,000
Total Project Appropriation	11,300,000	0	0	0	0	0	0	11,300,000

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
FY 2021 Tax Supported Revenue CO's	11,300,000	0	0	0	0	0	0	11,300,000
Total Funding Sources	11,300,000	0	0	0	0	0	0	11,300,000

Operating Budget Impact	Unappropriated Planning Years						Total Impact
	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 39, Block AK, Lubbock County, Texas (Parcel 31), at the southwest corner of 34th Street and Upland Avenue, to be utilized for the 2022 Roadway Bond Project.

Item Summary

The City of Lubbock is dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the 34th Street: Upland Avenue to Milwaukee Avenue Capital Improvements Bond Project at the southwest corner of 34th Street and Upland Avenue. The City of Lubbock purchased the entire tract of land and removed improvements so that it could dedicate to itself the necessary right-of-way to complete the 34th Street Bond Project. We intend to sell the remainder in the future.

The proponents will dedicate a 9,761 square feet tract of land for street right-of-way purpose, subject to final approval by the City Council and approval of title.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Parcel 31 - Resolution

Parcel 31 - Dedication Deed

Parcel 31 - GIS Map

34th Upland to Milwaukee - CIP 92813 Detail -7.23.2024

CIP 92813 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 for and on behalf of the City of Lubbock one (1) street, public use, and right-of-way deed in connection with certain real property located in Section 39, Block AK, Lubbock County, Texas (Parcel 31), to be utilized for the 34th Street Project and all related documents. Said Deed 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 _____.

**_____
MARK W. MCBRAYER, 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

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.

**34th Street (Upland to Milwaukee) Project
Parcel No. 31**

Abbreviated Property Description: A 0.2241-acre (9,761 sq. ft.) parcel located in the Northeast Quarter (NE/4) of Section 39, Block AK, Lubbock County, Texas, being a portion of that called 1.30-acre tract as described in County Clerk File Number (CCFN) 2023020003, Official Public Records of Lubbock County, Texas (OPRLCT)

**CITY OF LUBBOCK
STREET, PUBLIC USE, AND RIGHT OF WAY DEED**

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LUBBOCK	§	

THAT CITY OF LUBBOCK, TEXAS, a Home Rule Municipal Corporation, herein called "GRANTOR", for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, to it in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, Grantor does hereby grant, sell, and convey to Grantee for public use forever and for street right-of-way and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A."

GRANTOR agrees to grant the property described in Exhibit "A" and releases the City of Lubbock from the obligation of obtaining an appraisal under Chapter 21 of the Texas Property Code.

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

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

WITNESS MY HAND this 3 day of July, 2024.

GRANTOR: CITY OF LUBBOCK, TEXAS, a Home Rule Municipal Corporation

By: Michael O'Neil

Printed Name: Michael O'Neil

Title: KOM Agent

ACKNOWLEDGEMENT

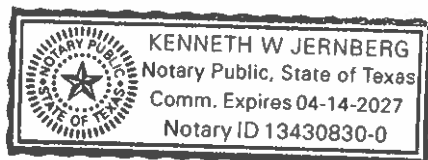
STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 3rd day of July, 2024 by Michael O'Neil. The acknowledging person personally appeared by:

☒ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 4-14-2027

Grantee's Address:

City of Lubbock
1314 Avenue K, 7th Floor
Lubbock, Texas 79401

Street, Public Use, and Right of Way Deed



EXHIBIT A TO
DEDICATION DEED

PINE HILLS ADDITION
LOTS 1-62
(VOL: 1709, PG: 661)

32

UPLAND AVENUE
40' RIGHT-OF-WAY EASEMENT (VOL: 486, PG: 430)
WEST LINE OF SECTION 42, BLOCK AK
EAST LINE OF SECTION 43, BLOCK AK

VARIABLE WIDTH RIGHT-OF-WAY EASEMENT (DEDICATED BY PLAT)
SOUTH LINE OF SECTION 43, BLOCK AK
NORTH LINE OF SECTION 38, BLOCK AK

POB:
PARCEL NO. 31
N: 7,270,892.8'
E: 910,510.1'

65' RIGHT-OF-WAY EASEMENT
(DEDICATED BY PLAT)
WEST LINE OF SECTION 38, BLOCK AK
EAST LINE OF SECTION 39, BLOCK AK
(VOL: 486, PG: 428)

TRACT A
WEST MILWAUKEE RIDGE
LOTS 1-42, 43A-55B,
and 56-70, & TRACT A
(CCFN: 2023002634)

198.131 ACRE
UPLAND INVESTMENTS LLC
(CCFN: 2017025517)

40' RIGHT-OF-WAY EASEMENT
(VOL: 686, PG: 595)

40' RIGHT-OF-WAY EASEMENT
(VOL: 558, PG: 677)

1.30 ACRE
CITY OF LUBBOCK
(CCFN: 202302003)

34th Street Parcel No. 31
0.2241 ACRES
9761 SQ. FT.

UPLAND CROSSING
TRACT N

LOTS 924-1004 & TRACT N
(CCFN: 2022044707)

Line Table		
Line #	Length	Direction
L1	117.54'	S01° 52' 19"W
L2	15.00'	N88° 07' 41"W
L3	62.53'	N01° 52' 19"E
L4	42.41'	N43° 09' 19"W
L5	220.00'	N88° 10' 58"W
L6	55.32'	N85° 02' 47"W
L7	21.97'	N01° 49' 16"E
L8	320.26'	S88° 10' 58"E

34TH STREET
40' RIGHT-OF-WAY EASEMENT
(VOL: 558, PG: 677)

15' RIGHT-OF-WAY EASEMENT (DEDICATED BY PLAT)

34TH STREET
MILWAUKEE AVE. TO UPLAND AVE.

Parcel 31
PERIMETER SURVEY OF A
0.2238 ACRE PARCEL LOCATED IN
SECTION 43, BLOCK AK
LUBBOCK COUNTY, TEXAS

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



01/09/2024

HR HUGO REED
AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
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).
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.00024

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LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- H - FOUND 1/2" IRON ROD/CAP (HRA)
- - SET 1/2" IRON ROD/CAP (HRA)
- - FOUND 1/2" IRON ROD/CAP (AMD)
- - FOUND 1/2" IRON ROD

POB - POINT OF BEGINNING
CCFN - COUNTY CLERK FILE NUMBER

DESCRIPTION FOR PARCEL 31

METES AND BOUNDS DESCRIPTION of a 0.2241-acre (9,761 sq. ft.) parcel located in the Northeast Quarter (NE/4) of Section 39, Block AK, Lubbock County, Texas, being a portion of that called 1.30-acre tract as described in County Clerk File Number (CCFN) 2023020003, Official Public Records of Lubbock County, Texas (OPRLCT), said 0.2241-acre parcel being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" (N=7,270,892.8', E=910,510.1') at the intersection of the South Right-of-Way line of 34th Street and the West Right-of-Way line of Upland Avenue, for the Northeast corner of this parcel, which bears

S. 01°52'19" W. a distance of 40.00 feet and N. 88°10'58" W. a distance of 40.00 feet from a railroad spike found at the Northeast corner of said Section 39, Block AK, Lubbock County, Texas;

THENCE S. 01°52'19" W. along the West right-of-way line of Upland Avenue, a distance of 117.54 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for the Southeast corner of this parcel;

THENCE N. 88°07'41" W. a distance of 15.00 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for a corner of this parcel;

THENCE N. 01°52'19" E., 15.00 feet West of and parallel with the West line of Upland Avenue, a distance of 62.53 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a corner of this parcel;

THENCE N. 43°09'19" W., a distance of 42.41 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" for a corner of this parcel;

THENCE N. 88°10'58" W., a distance of 220.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a corner of this parcel;

THENCE N. 85°02'47" W., a distance of 55.32 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in the West line of said 1.30-acre tract, in the East line of Tract "N", Upland Crossing, according to the instrument recorded in CCFN: 2022044707, for the Southwest corner of this parcel;

THENCE N. 01°49'16" E., along the West line of said 1.30-acre tract and the East line of said Tract "N", a distance of 21.97 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in the South right-of-way line of 34th/ Street as granted in Volume 558, Page 677, Deed Records of Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°10'58" E., along the South right-of-way line of said 34th Street a distance of 320.26 feet to the POINT OF BEGINNING, having an area of 0.2241 Acres (9,761 Square Feet), more or less.

34TH STREET
MILWAUKEE AVE. TO UPLAND AVE.

Parcel 31
PERIMETER SURVEY OF A
0.2238 ACRE PARCEL LOCATED IN
SECTION 43, BLOCK AK
LUBBOCK COUNTY, TEXAS

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



01/09/2024

HR HUGO REED
AND ASSOCIATES, INC.

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

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

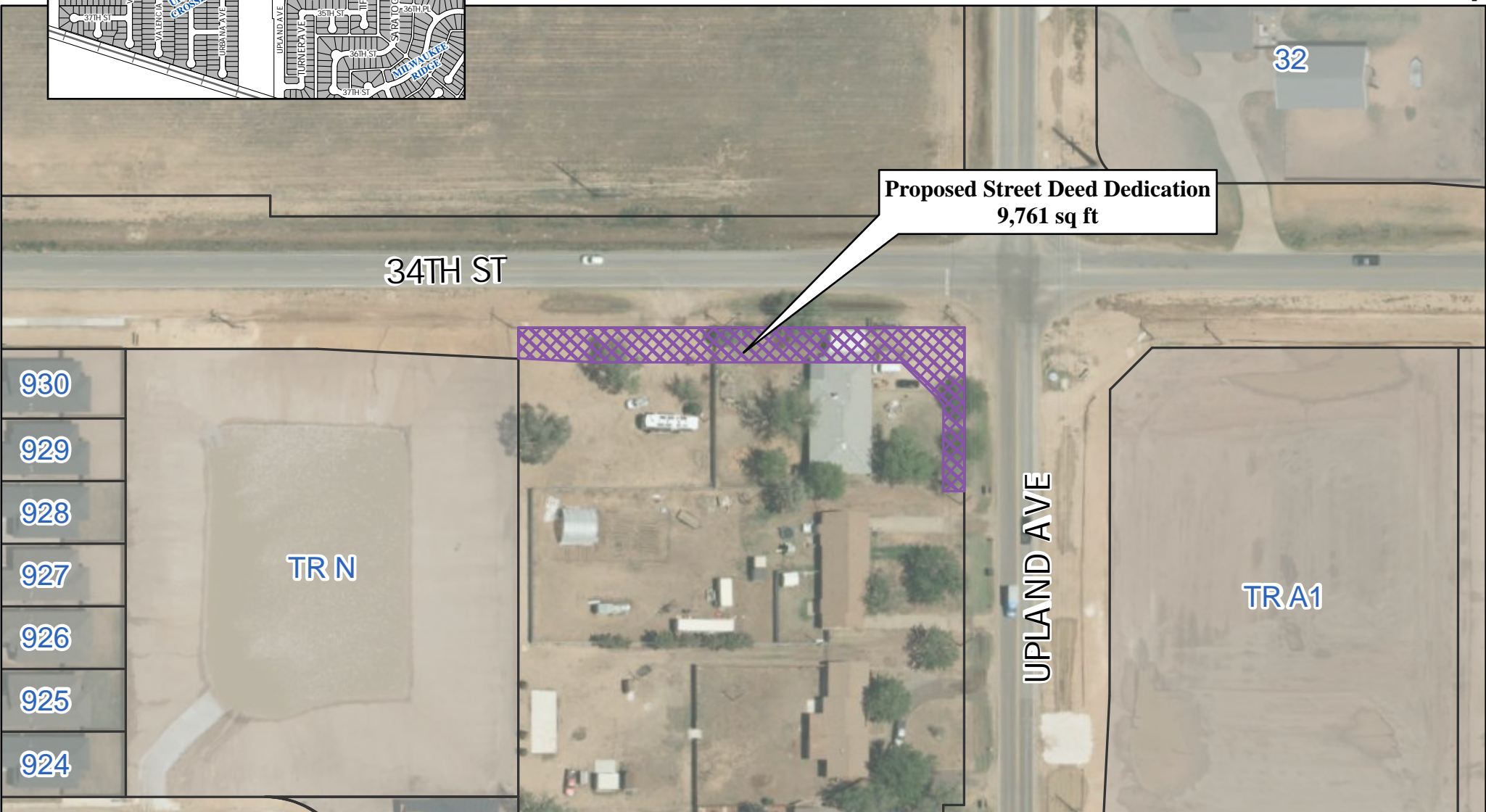
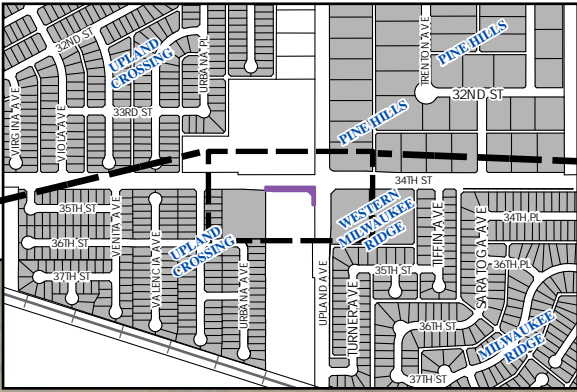
Bearings are relative to the Texas Coordinate System of 1983,
North Central Zone, NAD 83 (2011) Distances and coordinates are
surface, U.S. Survey feet.

Combined Scale Factor: 1.00024

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Proposed Street Deed Dedication Located within Section 39, Block AK



Proposed Street Deed Dedication
9,761 sq ft

34TH ST

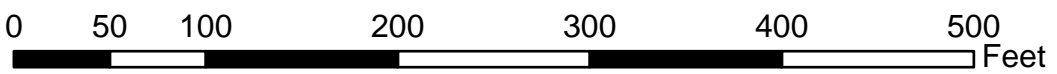
UPLAND AVE

930
929
928
927
926
925
924

TR N

TRA1

32



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
July 23, 2024**

Capital Project Number: 92813
Capital Project Name: 34h Street: Upland to Milwaukee - 22B

<i>Encumbered/Expended</i>	Budget
Contract 17130 with KHA for Design Services	1,161,600
Staff Time	25,556
Land Acquisition 3402 Upland	500,243
Removal of Improvements	25,760
Surveying	4,500
Advertisement cost	254
Amendment No. 1 to Contract 17130	158,000

Agenda Item July 23, 2024

Parcel 2 - Land Acquisition	266,513
Parcel 31 - Land Acquisition	-
<i>Encumbered/Expended To Date</i>	<u>2,142,427</u>

Estimated Cost for Remaining Appropriation

34th Street: Upland to Milwaukee - 22B Construction	<u>14,357,573</u>
<i>Remaining Appropriation</i>	<u>-</u>

Total Appropriation	<u><u>\$ 16,500,000</u></u>
----------------------------	-----------------------------



CIP 92813 34th Street from Milwaukee Avenue to Upland Avenue - 22B

"New Roadway Infrastructure"

Project Manager: Josh Kristinek - Engineering

Project Scope

34th Street from Upland Avenue to Milwaukee Avenue is currently a two-lane paved road and is designated in the 2018 Thoroughfare Master Plan to become a five-lane Principal Arterial (Modified). Continued growth in west Lubbock has increased traffic demands along the 34th street corridor from Upland Avenue to Milwaukee Avenue. The services will include the ultimate design of a five-lane undivided thoroughfare with curb and gutter, drainage, streetlights, sidewalk improvements, utility adjustment and right of way acquisition services.

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 Dates

Design Start Date: 02/2023
Design Completion: 11/2024
Bid for Constuction: 11/2024
Award Construction: 01/2025
Project Completion: 06/2026

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project History

Project Location

Project Appropriations

P Works 92813

	2022 - 23 Budget CIP	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	\$2,700,000	\$13,800,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$2,700,000	\$13,800,000	\$0	\$0	\$0	\$0	\$0

Project Funding

P Works 92813

	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
General Obligation Bonds	\$2,700,000	\$13,800,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$2,700,000	\$13,800,000	\$0	\$0	\$0	\$0	\$0

Operating Budget Impacts

92813

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, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 42, Block AK, Lubbock County, Texas, at the southwest corner of 34th Street and Upland Avenue, to be utilized for the 2022 Roadway Bond Project.

Item Summary

Upland Investments, LLC is dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the 34th Street: Upland Avenue to Milwaukee Avenue Capital Improvements Bond Project at the southwest corner of 34th Street and Upland Avenue.

The proponents will dedicate a 20,501 square feet tract of land for street right-of-way purpose, subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is \$266,513 plus closing costs. This acquisition is funded in Capital Improvements Project 92813, 34th Street: Upland Avenue to Milwaukee Avenue – 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Parcel 2 - Resolution

Parcel 2 - Dedication Deed

Parcel 2 - GIS Map

CIP 92813 Budget Detail -7.23.2024

CIP 92813 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 for and on behalf of the City of Lubbock one (1) street, public use, and right-of-way deed in connection with certain real property located in Section 42, Block AK, Lubbock County, Texas, to be utilized for the Milwaukee Avenue to Upland Avenue Project and all related documents. Said Deed 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 _____.

MARK W. MCBRAYER, 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

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.

**34th Street (Upland to Milwaukee) Project
Parcel No. 2**

Abbreviated Property Description: a 0.4706-acre (20501 sq. ft.) parcel located in the Southeast One-Quarter (SE/4) of Section 42, Block AK, Lubbock County, Texas, being a part of that 198.131-acre tract described in CCFN 2017029517 Official Public Records of Lubbock County, Texas (OPRLCT)

**CITY OF LUBBOCK
STREET, PUBLIC USE AND RIGHT OF WAY DEED**

THE STATE OF TEXAS

COUNTY OF LUBBOCK

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT UPLAND INVESTMENTS, LLC, a Texas Limited Liability Company, herein called "GRANTOR," for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, to it in hand paid by the CITY OF LUBBOCK, TEXAS, a Home Rule Municipal Corporation, Grantor does hereby grant, sell, and convey to Grantee for public use forever and for street right-of-way and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A."

GRANTOR agrees to grant the property described in Exhibit "A" and releases the City of Lubbock from the obligation of obtaining an appraisal under Chapter 21 of the Texas Property Code.

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 08 day of May, 2024

GRANTOR: UPLAND INVESTMENTS, LLC


Richard Choi, Manager

ACKNOWLEDGEMENT

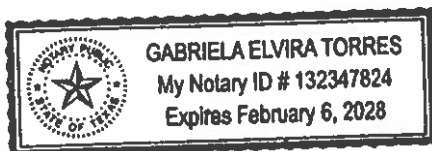
STATE OF Texas

COUNTY OF El Paso

This instrument was acknowledged before me on the 08 day of May, 2024 by Richard Choi as Manager of UPLAND INVESTMENTS, LLC, a Texas Limited Liability Company. The acknowledging person personally appeared by:

☒ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.




NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 02-06-2028

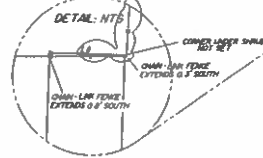
Grantee's Address:

City of Lubbock
1314 Avenue K, 7th Floor
Lubbock, Texas 79401

Street, Public Use and Right of Way Deed



Line Table		
Line #	Length	Direction
L1	498.42'	N88° 10' 58"W
L2	15.00'	N01° 49' 02"E
L3	443.44'	S88° 10' 58"E
L4	42.45'	N46° 50' 53"E
L5	220.00'	N01° 52' 44"E
L6	200.25'	N04° 44' 29"E
L7	154.99'	N01° 52' 44"E
L8	15.00'	S88° 10' 47"E
L9	619.98'	S01° 52' 44"W



180.00 ACRE
UPLAND INVESTMENTS LLC
(CCPH: 801788517)

34th Street Parcel No. 1
0.4706 ACRES
20501 SQ. FT.

1.800 ACRE
7530 34TH ST PARTNERS LLC
(CCPH: 802608998)

55' RIGHT-OF-WAY EASEMENT
(VOL. 3917, PG. 293)

40' RIGHT-OF-WAY EASEMENT
(VOL. 558, PG. 677)

34TH STREET

L2

L3

L1

40' RIGHT-OF-WAY EASEMENT
(VOL. 686, PG. 595)

40' RIGHT-OF-WAY EASEMENT
(VOL. 558, PG. 677)

TRACT N

1.300 ACRE
HAROLD B. KATHLEEN RYLE
(CCPH: 8013047947)

POB:
PARCEL NO. 1
N: 7,270,972.8'
E: 910,512.7'

L4

L5

L6

L7

L8

L9

40' RIGHT-OF-WAY EASEMENT
(VOL. 486, PG. 153)

UPLAND AVENUE

VARIABLE WIDTH
RIGHT-OF-WAY EASEMENT
(DEDICATED BY PLAT)

65' RIGHT-OF-WAY EASEMENT
(DEDICATED BY PLAT)

931

932

930

929

UPLAND CROSSING
LOTS 889-906 & TRACT N
(CCPH: 8023044797)

34TH STREET
MILWAUKEE AVE. TO UPLAND AVE.

Parcel 2
PERIMETER SURVEY OF A
0.4706 ACRE PARCEL LOCATED IN
SECTION 42, BLOCK AK
LUBBOCK COUNTY, TEXAS

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



HR HUGO REED AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
1801 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5842
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983,
North Central Zone, NAD 83 (2011)
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.00024

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LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- - - RIGHT-OF-WAY
- - - EASEMENT
- ⊙ 4" ROUND 1/2" IRON ROD/CAP (HRA)
- ⊙ 5/8" 1/2" IRON ROD/CAP (HRA)
- ⊙ 6" ROUND 1/2" IRON ROD/CAP (AND)
- ⊙ 6" ROUND 1/2" IRON ROD
- / ROUND RAILROAD SPIKE
- X ROUND UNBLENDED "X" IN CONCRETE
- POB- POINT OF BEGINNING
COUNTY CLERK FILE NUMBER

DESCRIPTION FOR PARCEL 2

METES AND BOUNDS DESCRIPTION of a 0.4706-acre (20501 sq. ft.) parcel located in the Southeast One-Quarter (SE/4) of Section 42, Block AK, Lubbock County, Texas, being a part of that 198.131-acre tract described in CCFN: 2017029517 Official Public Records of Lubbock County, Texas (OPRLCT), said 0.4706-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap "HUGO REED & ASSOC" (N=7,270,972.8', E=910,512.7') in the North right-of-way line of 34th Street as granted in Volume 686, Page 595, Deed Records of Lubbock County, Texas (DRLCT), in the West right-of-way line of Upland Avenue as granted in Volume 486, Page 430, DRLCT, for the Southeast corner of this parcel which bears N. 88°10'58" W. a distance of 39.96 feet and N. 01°49'02" E. a distance of 40.00 feet from a railroad spike found at the Southeast corner of said Section 42, Block AK;

THENCE N. 88°10'58" W. along the North Right-of-Way line of said 34th Street, parallel and 40.00 feet North of the South line of Section 42, Block AK, a distance of 498.42 feet to a 1/2" iron rod found in the East line of that 55' right-of-way granted in Volume 3917, Page 293, Official Real Property Records of Lubbock County, Texas, at the Southwest corner of this parcel;

THENCE N. 01°49'02" E. along the East line of said 55' right-of-way a distance of 15.00 feet to a 1/2" iron rod found at the most Westerly Northwest corner of this parcel;

THENCE S. 88°10'58" E., 55.00 feet North of and parallel with the South line of said Section 42, a distance of 443.44 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for a corner of this parcel;

THENCE N. 46°50'53" E. a distance of 42.45 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for a corner of this parcel;

THENCE N. 01°52'44" E. parallel to and 65.00 feet West of the East line of said Section 42, a distance of 220.00 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for a corner of this parcel;

THENCE N. 04°44'29" E. a distance of 200.25 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for a corner of this parcel;

THENCE N. 01°52'44" E., parallel to and 55.00 feet West of the East line of said Section 42, a distance of 154.99 feet to an "X" chiseled in concrete found in the South line of that 0.5596-acre tract described in CCFN 2016006063, ORPLCT, at the most Northerly Northwest corner of this parcel;

THENCE S. 88°10'47" E. along the South line of said 0.5596-acre tract a distance of 15.00 feet to a calculated point in the West right-of-way line of said Upland Avenue for the Northeast corner of this parcel;

THENCE S. 01°52'44" W. along the West right-of-way line of said of said Upland Avenue, parallel to and 40.00 feet West of the East line of said Section 42, a distance of 619.98 feet to the Point of Beginning.

34TH STREET
MILWAUKEE AVE. TO UPLAND AVE.

Parcel 2
PERIMETER SURVEY OF A
0.4706 ACRE PARCEL LOCATED IN
SECTION 42, BLOCK AK
LUBBOCK COUNTY, TEXAS

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



10/19/2023

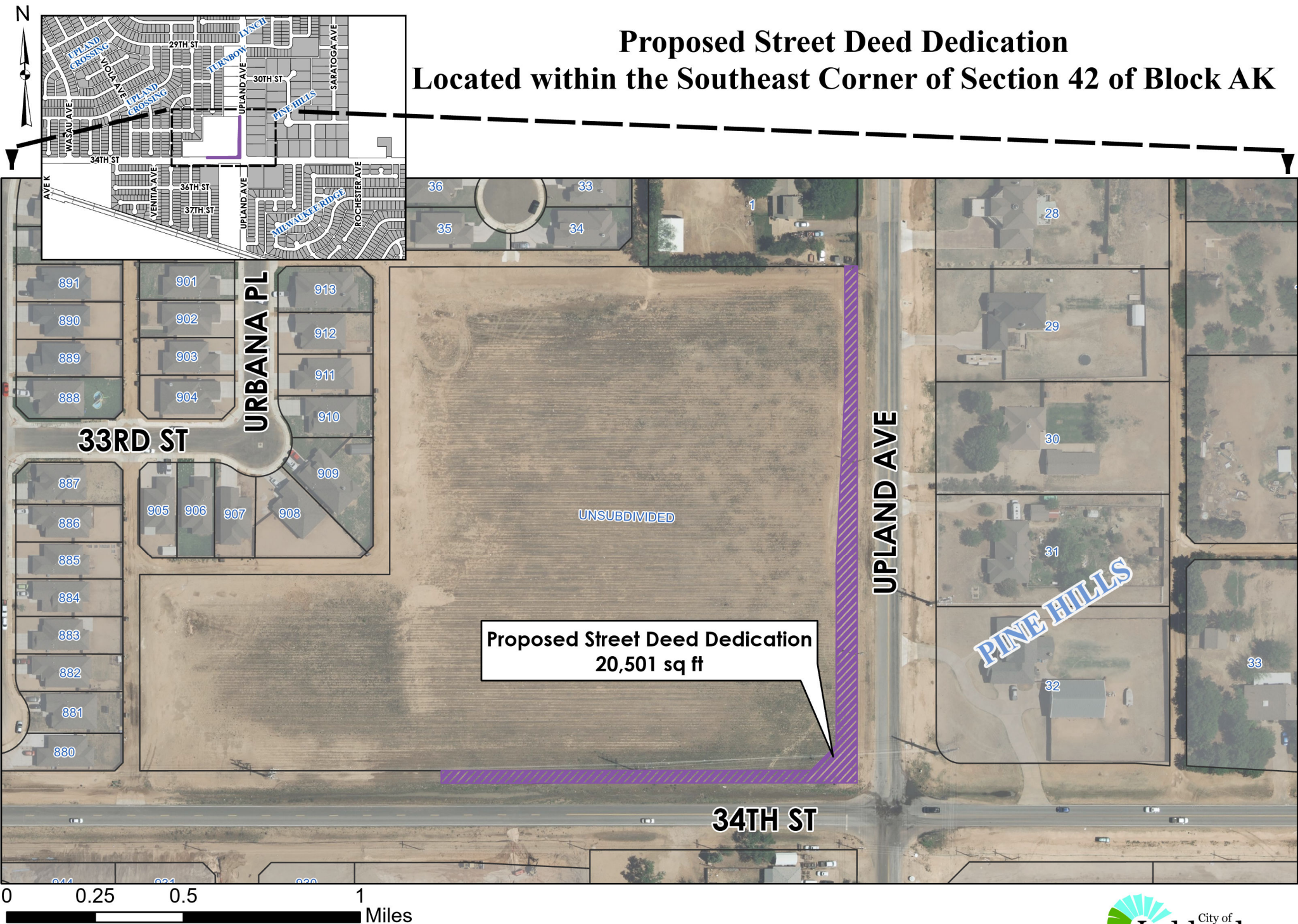
HR HUGO REED
AND ASSOCIATES, INC.

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

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

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Proposed Street Deed Dedication

Located within the Southeast Corner of Section 42 of Block AK

Proposed Street Deed Dedication
20,501 sq ft

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
July 23, 2024**

Capital Project Number: 92813
Capital Project Name: 34h Street: Upland to Milwaukee - 22B

<i>Encumbered/Expended</i>	Budget
Contract 17130 with KHA for Design Services	1,161,600
Staff Time	25,556
Land Acquisition 3402 Upland	500,243
Removal of Improvements	25,760
Surveying	4,500
Advertisement cost	254
Amendment No. 1 to Contract 17130	158,000

Agenda Item July 23, 2024

Parcel 2 - Land Acquisition	266,513
Parcel 31 - Land Acquisition	-
<i>Encumbered/Expended To Date</i>	<u>2,142,427</u>

Estimated Cost for Remaining Appropriation

34th Street: Upland to Milwaukee - 22B Construction	<u>14,357,573</u>
<i>Remaining Appropriation</i>	<u>-</u>

Total Appropriation	<u><u>\$ 16,500,000</u></u>
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CIP 92813 34th Street from Milwaukee Avenue to Upland Avenue - 22B

"New Roadway Infrastructure"

Project Manager: Josh Kristinek - Engineering

Project Scope

34th Street from Upland Avenue to Milwaukee Avenue is currently a two-lane paved road and is designated in the 2018 Thoroughfare Master Plan to become a five-lane Principal Arterial (Modified). Continued growth in west Lubbock has increased traffic demands along the 34th street corridor from Upland Avenue to Milwaukee Avenue. The services will include the ultimate design of a five-lane undivided thoroughfare with curb and gutter, drainage, streetlights, sidewalk improvements, utility adjustment and right of way acquisition services.

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 Dates

Design Start Date: 02/2023
Design Completion: 11/2024
Bid for Constuction: 11/2024
Award Construction: 01/2025
Project Completion: 06/2026

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project History

Project Location

Project Appropriations

P Works 92813

	2022 - 23 Budget CIP	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	\$2,700,000	\$13,800,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$2,700,000	\$13,800,000	\$0	\$0	\$0	\$0	\$0

Project Funding

P Works 92813

	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
General Obligation Bonds	\$2,700,000	\$13,800,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$2,700,000	\$13,800,000	\$0	\$0	\$0	\$0	\$0

Operating Budget Impacts

92813

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, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 6), on the west side of Upland Avenue across from 12th Street, to be utilized for the 2022 Roadway Bond Project.

Item Summary

Dennis K. Mote and Ruth Ann Mote are dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the Upland Avenue: 4th Street to 19th Street Capital Improvements Bond Project on the west side of Upland Avenue across from 12th Street.

The proponents will dedicate a 3,433 square feet tract of land for street right-of-way purpose, subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is \$24,740 plus closing costs. This acquisition is funded in Capital Improvements Project 92812, Upland Avenue: 4th Street to 19th Street – 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Parcel 6 - Resolution

Parcel 6 - Dedication Deed

Parcel 6 - GIS Map

Upland 4th to 19th - Budget Detail

Upland 4th to 19th - CIP Detail - 7.3.2024

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock one (1) street, public use, and right-of-way deed in connection with certain real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 6), to be utilized for the North Upland Avenue Project and all related documents. Said Deed 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 _____.

MARK W. MCBRAYER, 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

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.

North Upland Avenue (4th to 19th) Project

Parcel No. 6

Abbreviated Property Description: A 0.0788-acre (3,433 sq. ft.) parcel located in the Northeast Quarter (NE/4) of Section 1, Block D6, Lubbock County, Texas, being a portion of that called 1.572-acre tract described in Volume 2761, Page 220, Real Property Records of Lubbock County, Texas (RPRLCT)

CITY OF LUBBOCK
STREET, PUBLIC USE AND RIGHT OF WAY DEED

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK

§

THAT DENNIS K. MOTE and RUTH ANN MOTE, husband and wife, herein called "GRANTOR," for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, to GRANTOR in hand paid by the CITY OF LUBBOCK, TEXAS, a Home Rule Municipal Corporation, Grantor does hereby grant, sell, and convey to Grantee for public use forever and for street right-of-way and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A."

GRANTOR agrees to grant the property described in Exhibit "A" and releases the City of Lubbock from the obligation of obtaining an appraisal under Chapter 21 of the Texas Property Code.

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 12th day of June, 2024.

GRANTOR:

DENNIS K. MOTE

RUTH ANN MOTE

Dennis K. Mote

Dennis K. Mote, a married man

Ruth A. Mote

Ruth Ann Mote, a married woman

ACKNOWLEDGMENT

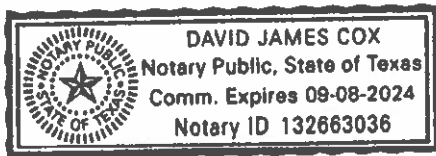
STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 12th day of June, 2024 by **DENNIS K. MOTE** and **RUTH ANN MOTE**, husband and wife. The acknowledging person personally appeared by:

☒ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.



David James Cox
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 9-8-24

Grantee's Address:

City of Lubbock
1314 Avenue K, 7th Floor
Lubbock, Texas 79401

Street, Public Use and Right of Way Deed

0.8493 ACRES
DENNIS K MOTE & RUTH ANN MOTE
VOL. 1574, PG. 917
1112 UPLAND AVE

1.572 ACRES
DENNIS K MOTE
& RUTH ANN MOTE
VOL. 2761, PG. 220
1114 UPLAND AVE

Upland Avenue Parcel No. 6
0.0788 ACRES
3433 SQ. FT.

30' SEWER AND COMMUNICATIONS EASEMENT
VOL. 6173, PG. 145
40' RIGHT-OF-WAY
VOL. 729, PG. 403

POB:
PARCEL NO. 6
N: 7,278.775,6'
E: 910.752,2'

40' RIGHT-OF-WAY
VOL. 729, PG. 407

UPLAND AVE

40' RIGHT-OF-WAY
VOL. 729, PG. 401

55' RIGHT-OF-WAY by PLAT VOL. 9482, PG. 44

30' UNDERGROUND WATER EASEMENT CCFN: 2014038565

TRACT A
FRENSHIP MIDDLE SCHOOL
VOL. 9482, PG. 44
TRACT A
FRENSHIP ISD
VOL. 9119, PG. 262
1111 UPLAND AVE

Line Table		
Line #	Length	Direction
L1	45.00'	N87° 58' 35"W
L2	42.30'	N46° 50' 48"E
L3	168.87'	N01° 40' 11"E
L4	15.00'	S87° 58' 35"E
L5	198.87'	S01° 40' 11"W



30' SEWER & COMMUNICATIONS LINE EASEMENT
VOL. 6161, PG. 230

12TH STREET
VARIABLE WIDTH RIGHT-OF-WAY
VOL. 9482, PG. 49

UPLAND AVENUE
19TH STREET TO 4TH STREET

Parcel 6
PERIMETER SURVEY OF A
0.0788 ACRE PARCEL LOCATED IN
SECTION 1, BLOCK D6
LUBBOCK COUNTY, TEXAS

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



HR HUGO REED
AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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Combined Scale Factor: 1.00023

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LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- - FOUND 1/2" IRON ROD/CAP (HRA)
- - SET 1/2" IRON ROD/CAP (HRA)
- - FOUND 1/2" IRON ROD/CAP (AMD)

POB- POINT OF BEGINNING
NTS- NOT TO SCALE
CCFN- COUNTY CLERK FILE NUMBER

DESCRIPTION FOR PARCEL 6

METES AND BOUNDS DESCRIPTION of a 0.0788-acre (3,433 sq. ft.) parcel located in the Northeast Quarter (NE/4) of Section 1, Block D6, Lubbock County, Texas, being a portion of that called 1.572-acre tract described in Volume 2761, Page 220, Real Property Records of Lubbock County, Texas (RPRLCT), said 0.0788-acre parcel being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "AMD" (N=7,278,775.8', E=910,752.3') found in the West line of that 40' Right-of-Way described in Volume 729, Page 401, Deed Records of Lubbock County, Texas (DRLCT), at the Southeast corner of this parcel, which bears N. 87°58'35" W. a distance of 40.00 feet from the Southeast corner of the Northeast Quarter of said Section 1, Block D6, Lubbock County, Texas;

THENCE N. 87°58'35" W., along the South line of Northeast Quarter of said Section 1, a distance of 45.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southwest corner of this parcel;

THENCE N. 46°50'48" E., a distance of 42.30 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for a corner of this parcel;

THENCE N. 01°40'11" E., 55.00 feet West of and parallel with the East line of said Section 1, a distance of 168.87 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the North line of said 1.572-acre tract and the South line of that 0.8493-acre tract described in Volume 1574, Page 917, DRLCT, for the Northwest corner of this parcel;

THENCE S. 87°58'35" E., along the South line of said 0.8493-acre tract, a distance of 15.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the West line of said 40' Right-of-Way for the Northeast corner of this parcel;

THENCE S. 01°40'11" W., along the West line of said 40' Right-of-Way, a distance of 198.87 feet to the POINT OF BEGINNING, having an area of 0.0788 Acres (3,433 Square Feet), more or less.

UPLAND AVENUE
19TH STREET TO 4TH STREET

Parcel 6
PERIMETER SURVEY OF A
0.0788 ACRE PARCEL LOCATED IN
SECTION 1, BLOCK D6
LUBBOCK COUNTY, TEXAS

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



2/28/24

HR HUGO REED
AND ASSOCIATES, INC.

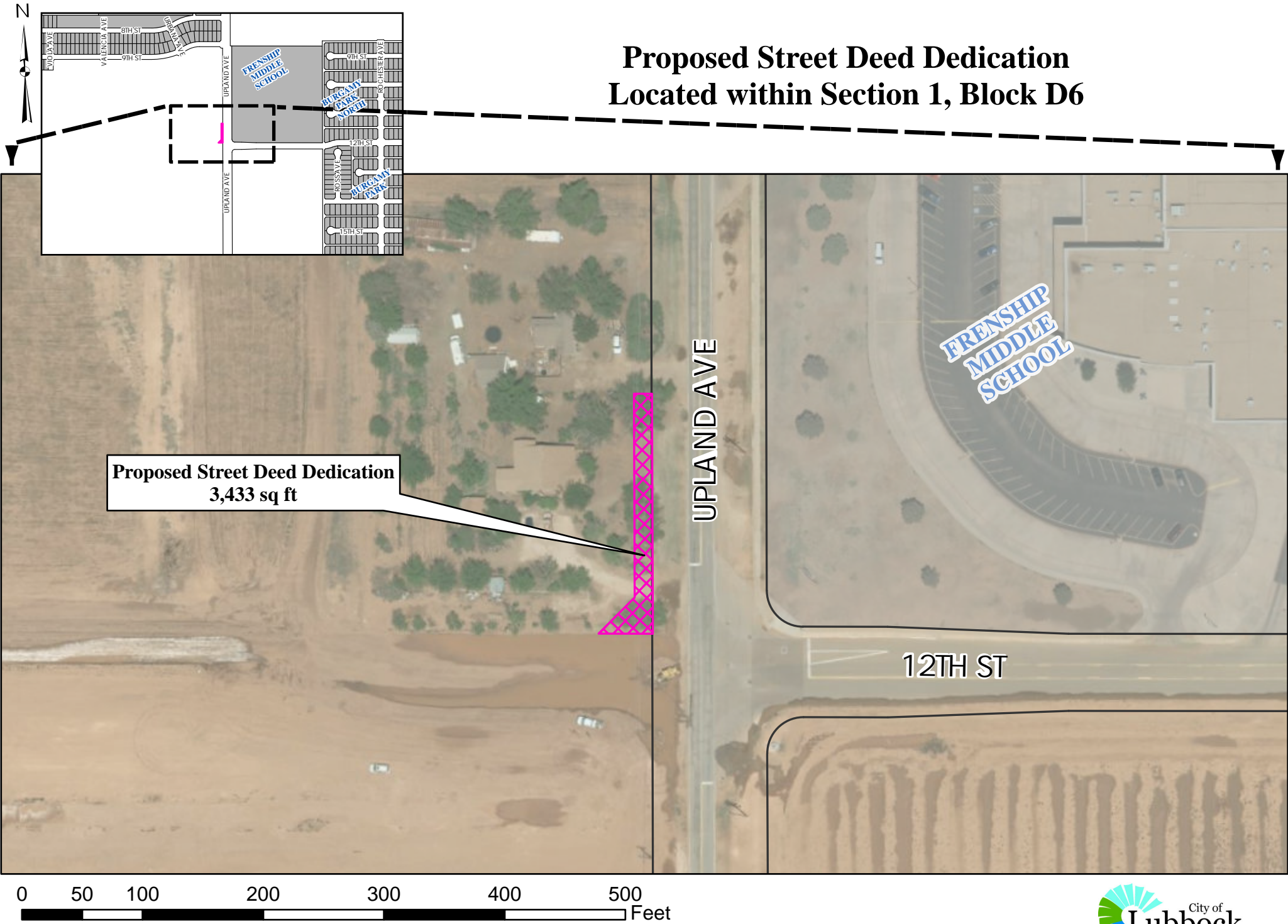
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760

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LUBBOCK, TEXAS 79401
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Combined Scale Factor: 1.00023

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**Proposed Street Deed Dedication
Located within Section 1, Block D6**



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CIP 92812 Upland Avenue from 4th Street to 19th Street - 22B

New Roadway Infrastructure

Project Manager: Josh Kristinek - Engineering

Project Scope

Upland Avenue from 4th Street to 19th Street is currently a two-lane paved road and is designated in the 2018 Thoroughfare Master Plan to become a five-lane modified principal arterial roadway. Continued growth in northwest Lubbock has increased traffic demands along the north Upland Avenue street corridor from 4th Street to 19th Street. The roadway contract will design and build three-lanes at the ultimate configuration of the fully designed five lane thoroughfare.

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: 02/2023

Design Completion: 08/2025

Bid for Constuction:10/2025

Award Construction: 12/2025

Project Completion: 06/2027

Project History

Project Location

Upland Ave - 4th Street to 19th Street

Project Appropriations

	Appropriation to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	\$3,200,000	\$0	\$9,500,000	\$0	\$0	\$0	\$0
TOTAL	\$3,200,000	\$0	\$9,500,000	\$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
General Obligation Bonds	\$3,200,000	\$0	\$9,500,000	\$0	\$0	\$0	\$0
TOTAL	\$3,200,000	\$0	\$9,500,000	\$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

**City of Lubbock
Capital Project
Project Cost Detail
July 23, 2024**

Capital Project Number:	92821
Capital Project Name:	Upland Avenue: 4th St to 19th St - 22B

<i>Encumbered/Expended</i>	Budget
City of Lubbock Staff Time	10,224
Contract 17113 with Half Associates, Inc. for Design Services	949,700

<i>Agenda Item July 23, 2024</i>	
Parcel 6 - Land Acquisition	24,740
Parcel 7 - Land Acquisition	13,633
Parcel 8 - Land Acquisition	54,487
Parcel 13 - Land Acquisition	51,018
Parcel 16 - Land Acquisition	63,785
Parcel 21 - Land Acquisition	36,621

<i>Encumbered/Expended To Date</i>	<u>1,204,208</u>
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<i>Estimated Cost for Remaining Appropriation</i>	
Upland Avenue: 4th St to 19th St - 22B Construction	<u>1,995,792</u>
<i>Remaining Appropriation</i>	<u>-</u>

Total Appropriation	<u><u>\$ 3,200,000</u></u>
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Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 7), on the west side of Upland Avenue, north of 12th Street, to be utilized for the 2022 Roadway Bond Project.

Item Summary

Dennis K. Mote and Ruth Ann Mote are dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the Upland Avenue: 4th Street to 19th Street Capital Improvements Bond Project on the west side of Upland Avenue, north of 12th Street.

The proponents will dedicate a 2,197 square feet tract of land for street right-of-way purpose, subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is \$13,633 plus closing costs. This acquisition is funded in Capital Improvements Project 92812, Upland Avenue: 4th Street to 19th Street – 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Parcel 7 - Resolution

Parcel 7 - Dedication Deed

Parcel 7 - GIS Map

CIP Budget Detail - 7.3.2024

Upland 4th to 19th - 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 accept for and on behalf of the City of Lubbock one (1) street, public use, and right-of-way deed in connection with certain real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 7), to be utilized for the North Upland Avenue Project and all related documents. Said Deed 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 _____.

**_____
MARK W. MCBRAYER, MAYOR**

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

 **FOR**

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

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

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.

**North Upland Avenue (4th to 19th) Project
Parcel No. 7**

Abbreviated Property Description: A 0.0504-acre (2,197 sq. ft.) parcel located in the East Half (E/2) of Section 1, Block D6, Lubbock County, Texas, being a portion of that called 0.8493-acre tract as described in Volume: 1574, Page: 917, Deed Records of Lubbock County, Texas (DRLCT)

**CITY OF LUBBOCK
STREET, PUBLIC USE AND RIGHT OF WAY DEED**

THE STATE OF TEXAS
COUNTY OF LUBBOCK

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT **DENNIS K. MOTE** and **RUTH ANN MOTE**, husband and wife, herein called "GRANTOR," for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, to **GRANTOR** in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, Grantor does hereby grant, sell, and convey to Grantee for public use forever and for street right-of-way and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A."

GRANTOR agrees to grant the property described in Exhibit "A" and releases the City of Lubbock from the obligation of obtaining an appraisal under Chapter 21 of the Texas Property Code.

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 12th day of June, 2024

GRANTOR:

DENNIS K. MOTE

RUTH ANN MOTE

Dennis K. Mote

Dennis K. Mote, a married man

Ruth A. Mote

Ruth Ann Mote, a married woman

ACKNOWLEDGMENT

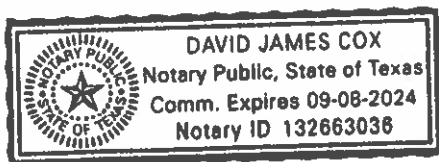
STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 12th day of June, 2024 by DENNIS K. MOTE and RUTH ANN MOTE, husband and wife. The acknowledging person personally appeared by:

☒ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.



David James Cox
NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 9-8-24

Grantee's Address:

City of Lubbock
1314 Avenue K, 7th Floor
Lubbock, Texas 79401

Street, Public Use and Right of Way Deed

76.6525 ACRES
806 LAND DEVELOPMENT GROUP, LLC
CCFN: 2021050219
902 UPLAND AVE

PARCEL 8

40' RIGHT-OF-WAY
VOL. 729, PG. 407

SECTION 1, BLOCK D6
SECTION 10, BLOCK JS

Upland Avenue Parcel No. 5
0.0504 ACRES
2197 SQ. FT.

0.8493 ACRES
DENNIS K NOTE & RUTH ANN NOTE
VOL. 1574, PG. 917
1112 UPLAND AVE

L2

L4

40' RIGHT-OF-WAY
VOL. 729, PG. 407

UPLAND AVE

40' RIGHT-OF-WAY
VOL. 729, PG. 401

55' RIGHT-OF-WAY by PLAT VOL. 9482, PG. 44

30' UNDERGROUND WATER EASEMENT CCFN: 2014038565

TRACT A
FRENESHIP MIDDLE SCHOOL
VOL. 9482, PG. 44
TRACT A
FRENESHIP ISD
VOL. 9110, PG. 262
1111 UPLAND AVE

Line Table		
Line #	Length	Direction
L1	15.00'	N87° 58' 35"W
L2	146.42'	N01° 40' 11"E
L3	15.00'	S88° 19' 49"E
L4	146.52'	S01° 40' 11"W



1.572 ACRES
DENNIS K NOTE
& RUTH ANN NOTE
VOL. 2761, PG. 220
1114 UPLAND AVE

L1

POB:
PARCEL NO. 7
N: 7.278.974.6
E: 910.758.1'

PARCEL 6

UPLAND AVENUE
19TH STREET TO 4TH STREET

Parcel 7
PERIMETER SURVEY OF A
0.0504 ACRE PARCEL LOCATED IN
SECTION 1, BLOCK D6
LUBBOCK COUNTY, TEXAS

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



2/28/24

HR HUGO REED
AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100678-00
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),
Distances and coordinates are surface, U.S. Survey feet
Combined Scale Factor: 1.00023

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LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- SET 1/2" IRON ROD/CAP (HRA)
- FOUND 1/2" IRON ROD/CAP (AMD)

POB- POINT OF BEGINNING
NTS- NOT TO SCALE
CCFN- COUNTY CLERK FILE NUMBER

DESCRIPTION FOR PARCEL 7

METES AND BOUNDS DESCRIPTION of a 0.0504-acre (2,197 sq. ft.) parcel located in the East Half (E/2) of Section 1, Block D6, Lubbock County, Texas, being a portion of that called 0.8493-acre tract as described in Volume: 1574, Page: 917, Deed Records of Lubbock County, Texas (DRLCT), said 0.0504-acre parcel being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." (N=7,278,974.6', E=910,758.1') set in the West line of that 40' Right-of-Way described in Volume 729, Page 407, DRLCT, and the North line of that 1.572-acre tract described in Volume 2761, Page 220, Real Property Records of Lubbock County, Texas (RPRLCT), for the Southeast corner of this parcel, which bears N. 87°58'35" W. a distance of 40.00 feet and N. 01°40'11" E. a distance of 198.87 feet from the Southeast corner of said Section 1, Block D6;

THENCE N. 87°58'35" W., along the North line of said 1.572-acre tract, a distance of 15.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southwest corner of this parcel;

THENCE N. 01°40'11" E., 55.00 feet West of and parallel with the East line of said Section 1, a distance of 146.42 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the North line of said 0.8493-acre tract and a South line of that called 76.6525-acre tract described in County Clerk File Number (CCFN) 2021050219, Official Public Records of Lubbock County, Texas (OPRLCT), for the Northwest corner of this parcel;

THENCE S. 88°19'49" E., along said South line of said 76.6525-acre tract, a distance of 15.00 feet to a 1/2" iron rod with cap marked "AMD" found in the West line of said 40' Right-of-Way at the Northeast corner of this parcel;

THENCE S. 01°40'11" W., along the West line of said 40' Right-of-Way Easement, a distance of 146.52 feet to the POINT OF BEGINNING, having an area of 0.0504 Acres (2,197 Square Feet), more or less.

UPLAND AVENUE
19TH STREET TO 4TH STREET

Parcel 7
PERIMETER SURVEY OF A
0.0504 ACRE PARCEL LOCATED IN
SECTION 1, BLOCK D6
LUBBOCK COUNTY, TEXAS

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



2/28/24

HR HUGO REED
AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS

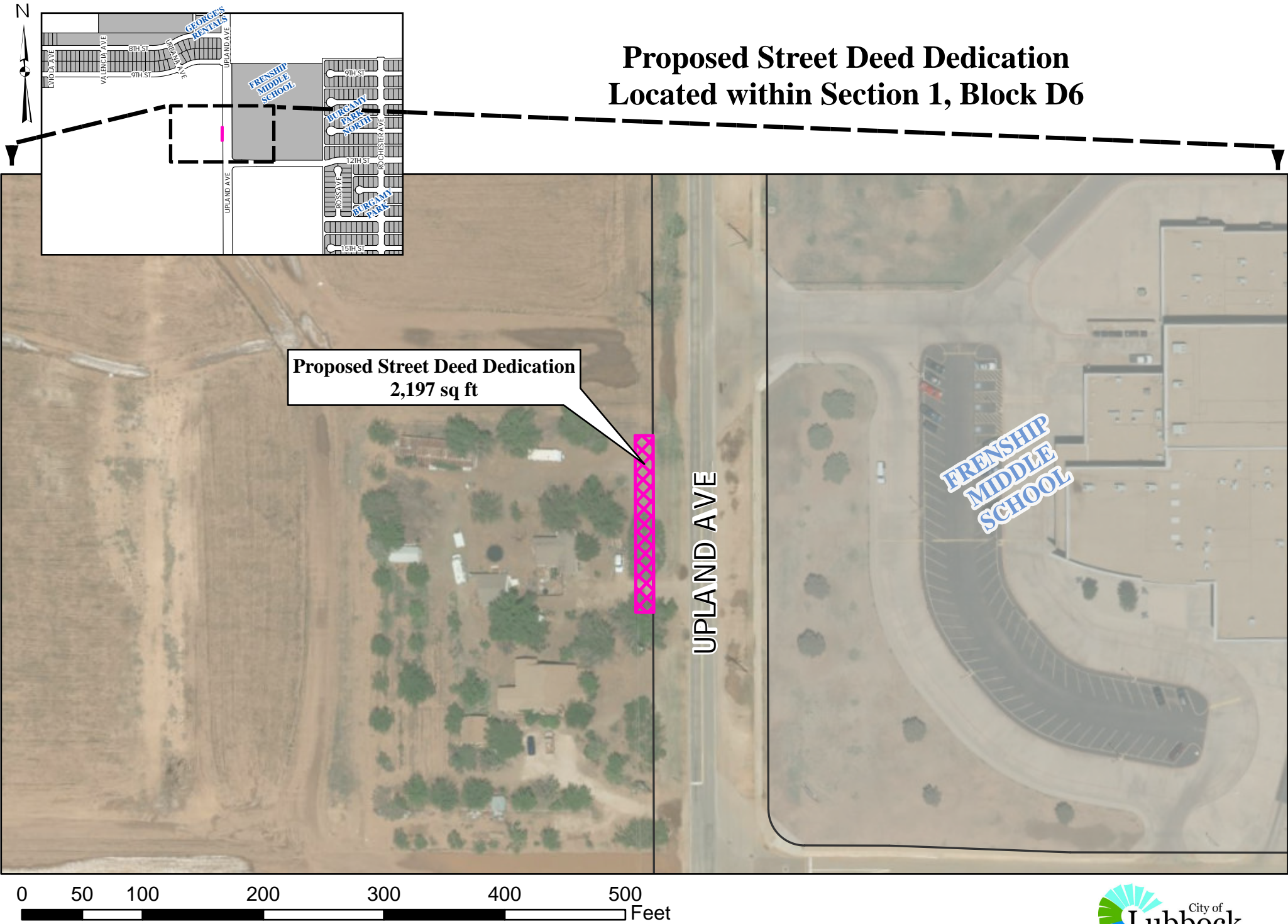
TEXAS LICENSED SURVEYING FIRM 100878-00
TEXAS REGISTERED ENGINEERING FIRM F-760

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),
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.00023

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**Proposed Street Deed Dedication
Located within Section 1, Block D6**



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
July 23, 2024**

Capital Project Number:	92821
Capital Project Name:	Upland Avenue: 4th St to 19th St - 22B

<i>Encumbered/Expended</i>	Budget
City of Lubbock Staff Time	10,224
Contract 17113 with Half Associates, Inc. for Design Services	949,700

<i>Agenda Item July 23, 2024</i>	
Parcel 6 - Land Acquisition	24,740
Parcel 7 - Land Acquisition	13,633
Parcel 8 - Land Acquisition	54,487
Parcel 13 - Land Acquisition	51,018
Parcel 16 - Land Acquisition	63,785
Parcel 21 - Land Acquisition	36,621

<i>Encumbered/Expended To Date</i>	<u>1,204,208</u>
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<i>Estimated Cost for Remaining Appropriation</i>	
Upland Avenue: 4th St to 19th St - 22B Construction	<u>1,995,792</u>
<i>Remaining Appropriation</i>	<u>-</u>

Total Appropriation	<u><u>\$ 3,200,000</u></u>
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CIP 92812 Upland Avenue from 4th Street to 19th Street - 22B

New Roadway Infrastructure

Project Manager: Josh Kristinek - Engineering

Project Scope

Upland Avenue from 4th Street to 19th Street is currently a two-lane paved road and is designated in the 2018 Thoroughfare Master Plan to become a five-lane modified principal arterial roadway. Continued growth in northwest Lubbock has increased traffic demands along the north Upland Avenue street corridor from 4th Street to 19th Street. The roadway contract will design and build three-lanes at the ultimate configuration of the fully designed five lane thoroughfare.

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: 02/2023

Design Completion: 08/2025

Bid for Construction: 10/2025

Award Construction: 12/2025

Project Completion: 06/2027

Project History

Project Location

Upland Ave - 4th Street to 19th Street

Project Appropriations

	Appropriation to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	\$3,200,000	\$0	\$9,500,000	\$0	\$0	\$0	\$0
TOTAL	\$3,200,000	\$0	\$9,500,000	\$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
General Obligation Bonds	\$3,200,000	\$0	\$9,500,000	\$0	\$0	\$0	\$0
TOTAL	\$3,200,000	\$0	\$9,500,000	\$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

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 8), at the southwest corner of Upland Avenue and 9th Street, to be utilized for the 2022 Roadway Bond Project.

Item Summary

806 Land Development Group LLC is dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the Upland Avenue: 4th Street to 19th Street Capital Improvements Bond Project at the southwest corner of Upland Avenue and 9th Street.

The proponents will dedicate a 9,476 square feet tract of land for street right-of-way purpose, subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is \$54,487 plus closing costs. This acquisition is funded in Capital Improvements Project 92812, Upland Avenue: 4th Street to 19th Street – 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Parcel 8 - Resolution

Parcel 8 - Dedication Deed

Parcel 8 - GIS Map

CIP Budget Detail - 7.3.2024

CIP 92812 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 for and on behalf of the City of Lubbock one (1) street, public use, and right-of-way deed in connection with certain real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 8), to be utilized for the North Upland Avenue Project and all related documents. Said Deed 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 _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

 **FOR**

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

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

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.

North Upland Avenue (4th to 19th) Project

Parcel No. 8

Abbreviated Property Description: A 0.2175-acre (9,476 sq. ft.) parcel located in the Northeast Quarter (NE/4) of Section 1, Block D6, Lubbock County, Texas, being a portion of that called 76.6525-acre tract described in County Clerk File Number 2021050219 (CCFN), Official Public Records of Lubbock County, Texas (OPRLCT

CITY OF LUBBOCK
STREET, PUBLIC USE AND RIGHT OF WAY DEED

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK

§

§

THAT **806 LAND DEVELOPMENT GROUP, LLC**, a Texas Limited Liability Company, herein called "GRANTOR," for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, to **GRANTOR** in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, Grantor does hereby grant, sell, and convey to Grantee for public use forever and for street right-of-way and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A."

GRANTOR agrees to grant the property described in Exhibit "A" and releases the City of Lubbock from the obligation of obtaining an appraisal under Chapter 21 of the Texas Property Code.

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 28th day of May, 2024

GRANTOR:

**806 LAND DEVELOPMENT GROUP,
LLC, a Texas Limited Liability Company**



Jordan Wheatley, Manager



Chad Tarver, Manager

ACKNOWLEDGMENT

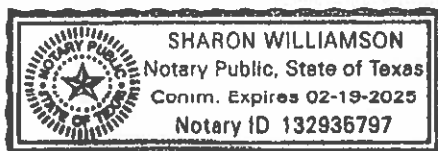
STATE OF Texas

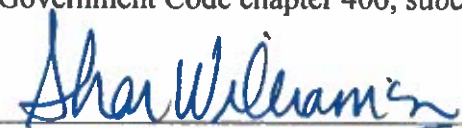
COUNTY OF Lubbock

This instrument was acknowledged before me on the 28th day of May, 2024
by **JORDAN WHEATLEY** as Manager of **806 LAND DEVELOPMENT GROUP, LLC**, a
Texas Limited Liability Company. The acknowledging person personally appeared by:

☒ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the
requirements for online notarization under Texas Government Code chapter 406, subchapter C.





NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 2/19/2025

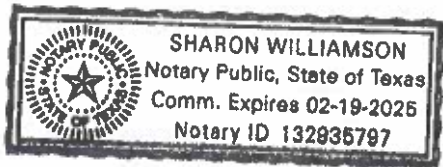
STATE OF Texas

COUNTY OF Lubbock

This instrument was acknowledged before me on the 28th day of May, 2024 by **CHAD TARVER** as Manager of **806 LAND DEVELOPMENT GROUP, LLC**, a Texas Limited Liability Company. The acknowledging person personally appeared by:

☒ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.



Sharon Williamson
NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 2-19-2025

Grantee's Address:

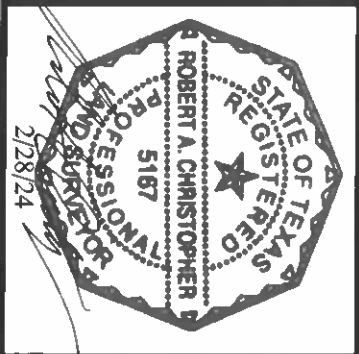
City of Lubbock
1314 Avenue K, 7th Floor
Lubbock, Texas 79401

Street, Public Use and Right of Way Deed

UPLAND AVENUE
19TH STREET TO 4TH STREET

Parcel 8
PERIMETER SURVEY OF A
0.2175 ACRE PARCEL LOCATED IN
SECTION 1, BLOCK D6
LUBBOCK COUNTY, TEXAS

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



HR HUGO REED
AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100678-00
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),
Distances and coordinates are surface, U.S. Survey feet,
Combined Scale Factor: 1.00023

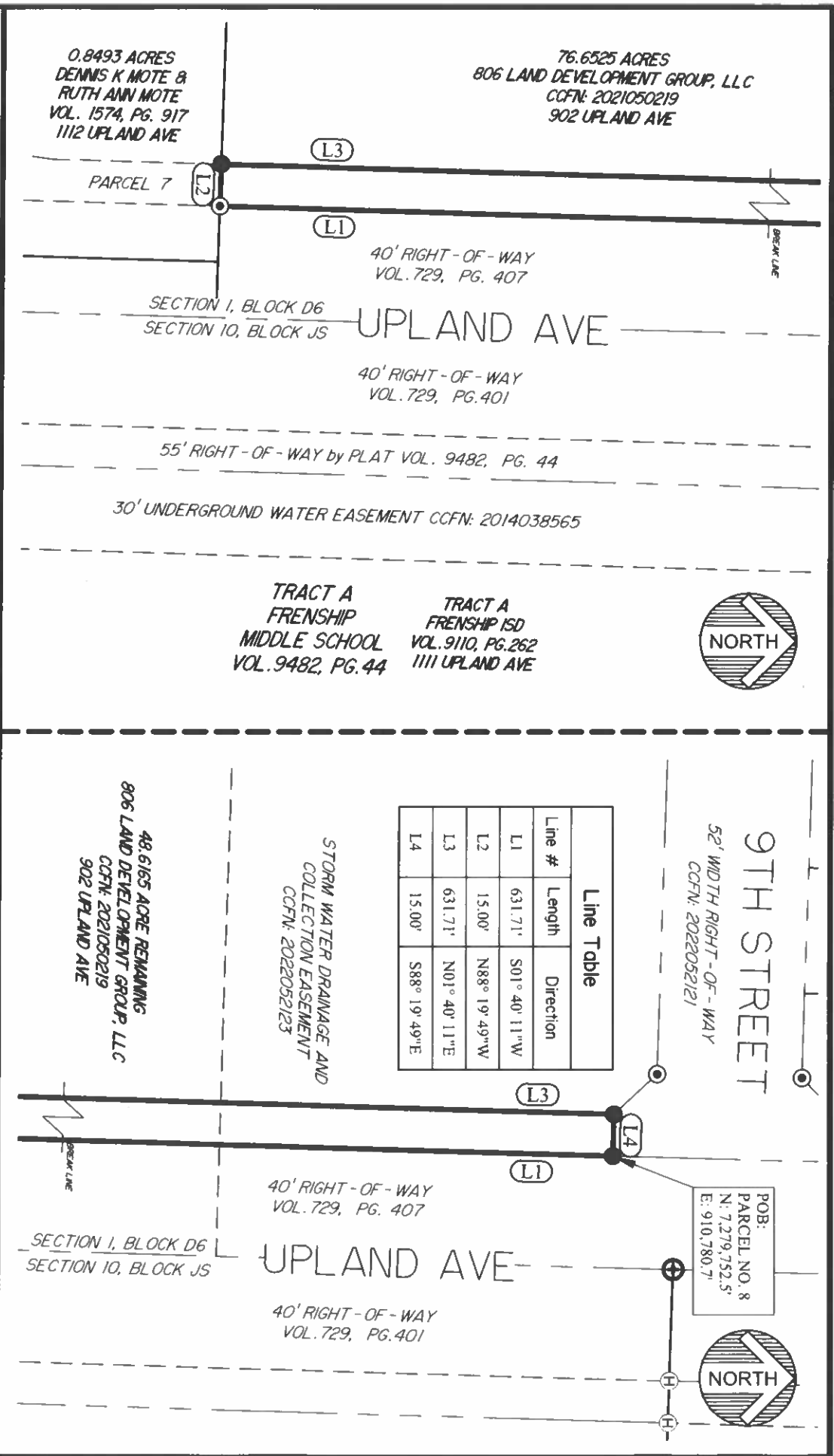
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LEGEND:

— SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT

⊕ - FOUND MAG NAIL / SHINER
⊙ - FOUND 1/2" IRON ROD/CAP (HRA)
⊙ - SET 1/2" IRON ROD/CAP (HRA)
⊙ - FOUND 1/2" IRON ROD/CAP (AMD)

POB: POINT OF BEGINNING
NTS: NOT TO SCALE
CCFN: COUNTY CLERK FILE NUMBER



DESCRIPTION FOR PARCEL 8

METES AND BOUNDS DESCRIPTION of a 0.2175-acre (9,476 sq. ft.) parcel located in the Northeast Quarter (NE/4) of Section 1, Block D6, Lubbock County, Texas, being a portion of that called 76.6525-acre tract described in County Clerk File Number 2021050219 (CCFN), Official Public Records of Lubbock County, Texas (OPRLCT), said 0.2175-acre parcel being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." (N=7,279,752.5', E=910,780.7') set in the West line of that 40' Right-of-Way described in Volume 729, Page 407, Deed Records of Lubbock County, Texas (DRLCT), in the South line of 9th Street as dedicated by plat of Lots 1-40 and Tract A, Terra Vista, an addition to the City of Lubbock according to the instrument filed in CCFN 2022052121, OPRLCT, for the Northeast corner of this parcel, which bears S. 01°40'11" W. a distance of 1658.88 feet and N. 88°19'49" W. a distance of 40.00 feet from the Northeast corner of said Section 1, Block D6;

THENCE S. 01°40'11" W., along the West line of said 40' Right-of-Way a distance of 631.71 feet to a 1/2" iron rod with cap marked "AMD" found in the North line of that 0.8493-acre tract described in Volume 1574, Page 917, DRLCT, at the Southeast corner of this parcel;

THENCE N. 88°19'49" W., along the North line of said 0.8493-acre tract, a distance of 15.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southwest corner of this parcel;

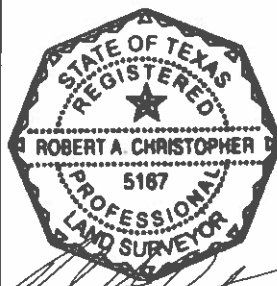
THENCE N. 01°40'11" E., 55.00 feet West of and parallel with the East line of said Section 1 a distance of 631.71 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the South line of said 9th Street for the Northwest corner of this parcel;

THENCE S. 88°19'49" E., along the South line of said 52' Right-of-Way, a distance of 15.00 feet to the POINT OF BEGINNING, having an area of 0.2175 Acres (9,476 Square Feet), more or less.

UPLAND AVENUE
19TH STREET TO 4TH STREET

Parcel 8
PERIMETER SURVEY OF A
0.2175 ACRE PARCEL LOCATED IN
SECTION 1, BLOCK D6
LUBBOCK COUNTY, TEXAS

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



2/28/24

HR HUGO REED
AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS

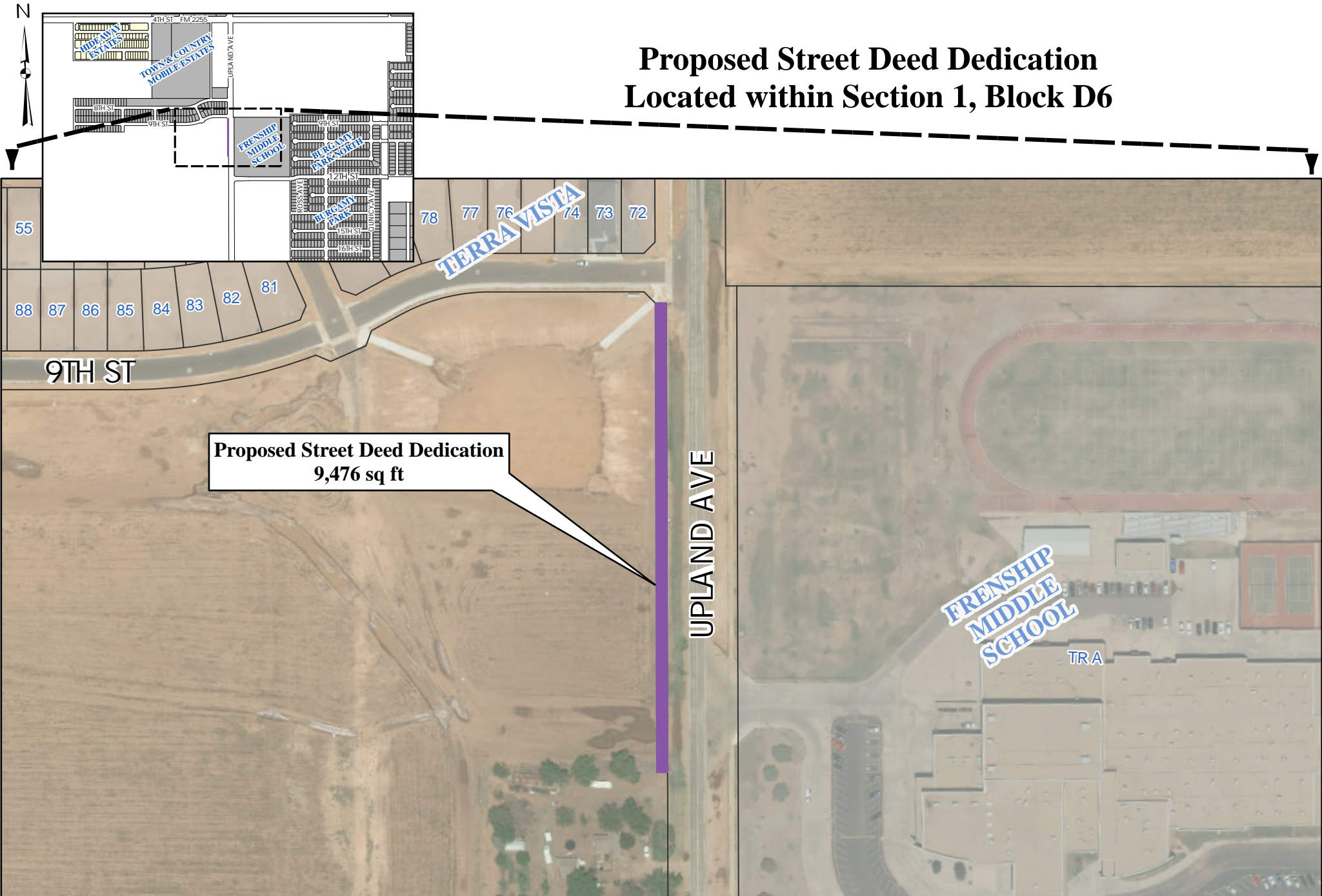
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM # 760

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

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Combined Scale Factor: 1.00023

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**Proposed Street Deed Dedication
Located within Section 1, Block D6**



**Proposed Street Deed Dedication
9,476 sq ft**

0 50 100 200 300 400 500 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
Capital Project
Project Cost Detail
July 23, 2024**

Capital Project Number:	92821
Capital Project Name:	Upland Avenue: 4th St to 19th St - 22B

<i>Encumbered/Expended</i>	Budget
City of Lubbock Staff Time	10,224
Contract 17113 with Half Associates, Inc. for Design Services	949,700

<i>Agenda Item July 23, 2024</i>	
Parcel 6 - Land Acquisition	24,740
Parcel 7 - Land Acquisition	13,633
Parcel 8 - Land Acquisition	54,487
Parcel 13 - Land Acquisition	51,018
Parcel 16 - Land Acquisition	63,785
Parcel 21 - Land Acquisition	36,621

<i>Encumbered/Expended To Date</i>	<u>1,204,208</u>
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<i>Estimated Cost for Remaining Appropriation</i>	
Upland Avenue: 4th St to 19th St - 22B Construction	<u>1,995,792</u>
<i>Remaining Appropriation</i>	<u>-</u>

Total Appropriation	<u><u>\$ 3,200,000</u></u>
----------------------------	----------------------------



CIP 92812 Upland Avenue from 4th Street to 19th Street - 22B

New Roadway Infrastructure

Project Manager: Josh Kristinek - Engineering

Project Scope

Upland Avenue from 4th Street to 19th Street is currently a two-lane paved road and is designated in the 2018 Thoroughfare Master Plan to become a five-lane modified principal arterial roadway. Continued growth in northwest Lubbock has increased traffic demands along the north Upland Avenue street corridor from 4th Street to 19th Street. The roadway contract will design and build three-lanes at the ultimate configuration of the fully designed five lane thoroughfare.

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: 02/2023

Design Completion: 08/2025

Bid for Constuction:10/2025

Award Construction: 12/2025

Project Completion: 06/2027

Project History

Project Location

Upland Ave - 4th Street to 19th Street

Project Appropriations

	Appropriation to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	\$3,200,000	\$0	\$9,500,000	\$0	\$0	\$0	\$0
TOTAL	\$3,200,000	\$0	\$9,500,000	\$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
General Obligation Bonds	\$3,200,000	\$0	\$9,500,000	\$0	\$0	\$0	\$0
TOTAL	\$3,200,000	\$0	\$9,500,000	\$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

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 13), on the west side of Upland Avenue, south of 4th Street, north of 8th Street, to be utilized for the 2022 Roadway Bond Project.

Item Summary

Dean E. Raymond and Vicki D. Raymond are dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the Upland Avenue: 4th Street to 19th Street Capital Improvements Bond Project on the west side of Upland Avenue, south of 4th Street, north of 8th Street.

The proponents will dedicate a 5,807 square feet tract of land for street right-of-way purpose, subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is \$51,018 plus closing costs. This acquisition is funded in Capital Improvements Project 92812, Upland Avenue: 4th Street to 19th Street – 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Parcel 13 - Resolution

Parcel 13 - Dedication Deed

Parcel 13 - GIS Map

Upland 4th to 19th - Budget Detail

Upland 4th to 19th - CIP Detail - 7.23.2024

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock one (1) street, public use, and right-of-way deed in connection with certain real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 13), to be utilized for the North Upland Avenue Project and all related documents. Said Deed 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 _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:


Amy L. Sims, Deputy City Attorney

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.

North Upland Avenue (4th to 19th) Project

Parcel No. 13

Abbreviated Property Description: A 0.1333-acre (5,807 sq. ft.) parcel located in the Northeast Quarter (NE/4) of Section 1, Block D-6, Lubbock County, Texas, being a portion of that called 2.932-acre tract described in Volume 5203, Page 87, Real Property Records of Lubbock County, Texas (RPRLCT),

CITY OF LUBBOCK
STREET, PUBLIC USE AND RIGHT OF WAY DEED

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF LUBBOCK

§

THAT **DEAN E. RAYMOND** and **VICKI D. RAYMOND**, husband and wife, herein called "GRANTOR", for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, to GRANTOR in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, Grantor does hereby grant, sell, and convey to Grantee for public use forever and for street right-of-way and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A".

GRANTOR agrees to grant the property described in Exhibit "A" and releases the City of Lubbock from the obligation of obtaining an appraisal under Chapter 21 of the Texas Property Code.

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 31st day of May, 2024

GRANTOR:

DEAN E. RAYMOND

Dean E. Raymond
Dean E. Raymond, a married man

VICKI D. RAYMOND

Vicki D. Raymond
Vicki D. Raymond, a married woman

ACKNOWLEDGMENT

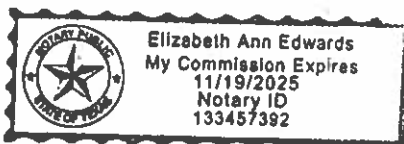
STATE OF Texas

COUNTY OF Lubbock

This instrument was acknowledged before me on the 31st day of May, 2024 by **DEAN E. RAYMOND** and **VICKI D. RAYMOND**, husband and wife. The acknowledging person personally appeared by:

☒ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.



Elizabeth Ann Edwards
NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 11/19/2025

Grantee's Address:

City of Lubbock
1314 Avenue K, 7th Floor
Lubbock, Texas 79401

Street, Public Use and Right of Way Deed

Upland Avenue Parcel No. 13
0.1333 ACRES
5807 SQ. FT.

2.932 ACRES
DEAN E RAYMOND
& WICKI D RAYMOND
VOL. 5203, PG. 87
504 UPLAND AVE

2.85 ACRES
CAPROCK CREEK
INVESTMENTS, LLC.
CCFN 2023003072
706 UPLAND AVE

UPLAND AVE
SECTION 1, BLOCK D6
VOL. 729, PG. 399
40' RIGHT-OF-WAY
SECTION 10, BLOCK JS

40' RIGHT-OF-WAY
VOL. 729, PG. 401

15' UNDERGROUND WATER EASEMENT CCFN: 2014031449
15' UNDERGROUND WATER EASEMENT CCFN: 2014031449

TRACT 1: 34.2082 ACRES
806 LAND GROUP, LLC.
CCFN 2021038816
1505 UPLAND AVE



Line Table		
Line #	Length	Direction
L1	387.13'	S01° 40' 11" W
L2	15.00'	N88° 09' 46" W
L3	387.09'	N01° 40' 11" E
L4	15.00'	S88° 19' 49" E

2.932 ACRES
DEAN E RAYMOND
& WICKI D RAYMOND
VOL. 5203, PG. 87
504 UPLAND AVE

Upland Avenue Parcel No. 13
0.1333 ACRES
5807 SQ. FT.

UPLAND AVE
SECTION 1, BLOCK D6
VOL. 729, PG. 399
40' RIGHT-OF-WAY
SECTION 10, BLOCK JS

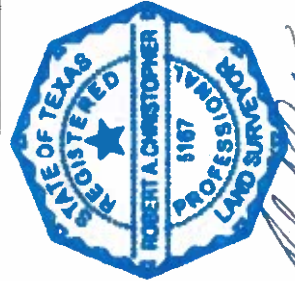
40' RIGHT-OF-WAY
VOL. 729, PG. 401

15' UNDERGROUND WATER EASEMENT CCFN: 2014031449
15' UNDERGROUND WATER EASEMENT CCFN: 2014031449

TRACT 1: 34.2082 ACRES 806 LAND GROUP, LLC.
CCFN 2021038816, 1505 UPLAND AVE



POB:
PARCEL NO. 13
N: 7,281,035.9'
E: 910,818.1'



UPLAND AVENUE
19TH STREET TO 4TH STREET
Parcel 13
PERIMETER SURVEY OF A
0.1333 ACRE PARCEL LOCATED IN
SECTION 1, BLOCK D6
LUBBOCK COUNTY, TEXAS

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

HR HUGO REED
AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5842
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983,
North Central Zone, NAD 83 (2011),
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.00023

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LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- FOUND RAILROAD SPIKE
- FOUND 1/2" IRON ROD/CAP (HRA)
- SET 1/2" IRON ROD/CAP (HRA)
- FOUND 1/2" IRON ROD/CAP (DELTA)
- FOUND 3/4" IRON PIPE

POB- POINT OF BEGINNING
NTS- NOT TO SCALE
CCFN- COUNTY CLERK FILE NUMBER

DESCRIPTION FOR PARCEL 13

METES AND BOUNDS DESCRIPTION of a 0.1333-acre (5,807 sq. ft.) parcel located in the Northeast Quarter (NE/4) of Section 1, Block D-6, Lubbock County, Texas, being a portion of that called 2.932-acre tract described in Volume 5203, Page 87, Real Property Records of Lubbock County, Texas (RPRLCT), said 0.1333-acre parcel being further described as follows:

BEGINNING at a 3/4" iron pipe (N=7,281,036.0', E=910,818.2') found in the West line of that 40' Right-of-Way easement described in Volume 729, Page 399, Deed Records of Lubbock County, Texas (DRLCT), and the South line of that 1-acre tract described in Volume 5290, Page 14, RPRLCT, at the Northeast corner of this parcel, which bears S. 01°40'11" W. a distance of 374.85 feet and N. 88°19'49" W. a distance of 40.00 feet from the Northeast corner of said Section 1, Block D-6;

THENCE S. 01°40'11" W., along the West line of said 40' Right-of-Way easement, a distance of 387.13 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found in the North line of that 2.85-acre tract described in County Clerk File Number (CCFN) 2023003072, Official Public Records of Lubbock County, Texas (OPRLCT), at the Southeast corner of this parcel;

THENCE N. 88°09'46" W., along the North line of said 2.85-acre tract a distance of 15.00 feet to a point for the Southwest corner of this parcel, from which a 1/2" iron rod with cap marked "DELTA" found in reference bears N. 73° E. a distance of 0.4 feet;

THENCE N. 01°40'11" E., 55.00 feet West of and parallel to the East line of said Section 1, a distance of 387.09 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the South line of said 1-acre tract, for the Northwest corner of this parcel;

THENCE S. 88°19'49" E., along the South line of said 1-acre tract, a distance of 15.00 feet to the POINT OF BEGINNING, having an area of 0.1333 Acres (5,807 Square Feet), more or less.

UPLAND AVENUE
19TH STREET TO 4TH STREET

Parcel 13
PERIMETER SURVEY OF A
0.1333 ACRE PARCEL LOCATED IN
SECTION 1, BLOCK D6
LUBBOCK COUNTY, TEXAS



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

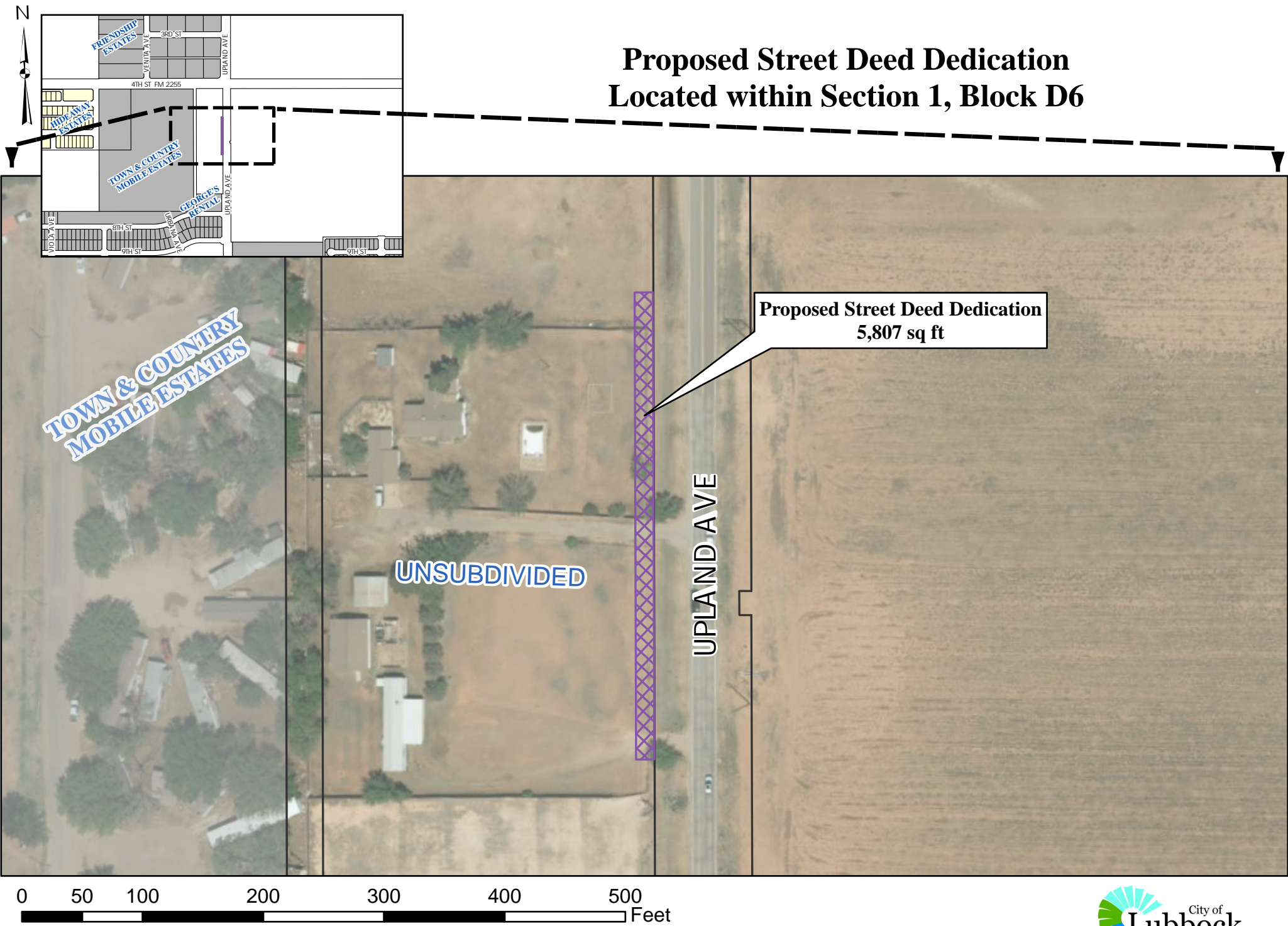
HR HUGO REED
AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100678-00
TEXAS REGISTERED ENGINEERING FIRM F-760

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

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Combined Scale Factor: 1.00023

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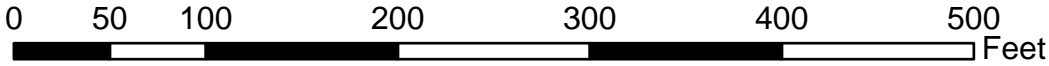
**Proposed Street Deed Dedication
Located within Section 1, Block D6**

**Proposed Street Deed Dedication
5,807 sq ft**

**TOWN & COUNTRY
MOBILE ESTATES**

UNSUBDIVIDED

UPLAND AVE



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.



CIP 92812 Upland Avenue from 4th Street to 19th Street - 22B

New Roadway Infrastructure

Project Manager: Josh Kristinek - Engineering

Project Scope

Upland Avenue from 4th Street to 19th Street is currently a two-lane paved road and is designated in the 2018 Thoroughfare Master Plan to become a five-lane modified principal arterial roadway. Continued growth in northwest Lubbock has increased traffic demands along the north Upland Avenue street corridor from 4th Street to 19th Street. The roadway contract will design and build three-lanes at the ultimate configuration of the fully designed five lane thoroughfare.

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: 02/2023
Design Completion: 08/2025
Bid for Constuction:10/2025
Award Construction: 12/2025
Project Completion: 06/2027

Project History

Project Location

Upland Ave - 4th Street to 19th Street

Project Appropriations

	Appropriation to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	\$3,200,000	\$0	\$9,500,000	\$0	\$0	\$0	\$0
TOTAL	\$3,200,000	\$0	\$9,500,000	\$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
General Obligation Bonds	\$3,200,000	\$0	\$9,500,000	\$0	\$0	\$0	\$0
TOTAL	\$3,200,000	\$0	\$9,500,000	\$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

**City of Lubbock
Capital Project
Project Cost Detail
July 23, 2024**

Capital Project Number:	92821
Capital Project Name:	Upland Avenue: 4th St to 19th St - 22B

<i>Encumbered/Expended</i>	Budget
City of Lubbock Staff Time	10,224
Contract 17113 with Half Associates, Inc. for Design Services	949,700

<i>Agenda Item July 23, 2024</i>	
Parcel 6 - Land Acquisition	24,740
Parcel 7 - Land Acquisition	13,633
Parcel 8 - Land Acquisition	54,487
Parcel 13 - Land Acquisition	51,018
Parcel 16 - Land Acquisition	63,785
Parcel 21 - Land Acquisition	36,621

<i>Encumbered/Expended To Date</i>	1,204,208
---	------------------

<i>Estimated Cost for Remaining Appropriation</i>	
Upland Avenue: 4th St to 19th St - 22B Construction	1,995,792
<i>Remaining Appropriation</i>	-

Total Appropriation	\$ 3,200,000
----------------------------	---------------------

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 16), at the southeast corner of Upland Avenue and 4th Street, to be utilized for the 2022 Roadway Bond Project.

Item Summary

806 Land Development Group LLC is dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the Upland Avenue: 4th Street to 19th Street Capital Improvements Bond Project at the southeast corner of Upland Avenue and 4th Street.

The proponents will dedicate a 6,551 square feet tract of land for street right-of-way purpose, subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is \$63,784.50 plus closing costs. This acquisition is funded in Capital Improvements Project 92812, Upland Avenue: 4th Street to 19th Street – 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Parcel 16 - Resolution

Parcel 16 - Dedication Deed

Parcel 16 - GIS Map

Upland 4th to 19th - Budget Detail

Upland 4th to 19th - CIP Detail - 7.23.2024

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock one (1) street, public use, and right-of-way deed in connection with certain real property located in Section 10, Block JS, Lubbock County, Texas (Parcel 16), to be utilized for the North Upland Avenue Project and all related documents. Said Deed 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 _____.

MARK W. MCBRAYER, 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

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.

North Upland Avenue (4th to 19th) Project

Parcel No. 16

Abbreviated Property Description: A 0.1504-acre (6,551 sq. ft.) parcel located in the Northwest Quarter (NW/4) of Section 10, Block JS, Lubbock County, Texas, being a portion of that called 3.00-acre tract as described in County Clerk File Number (CCFN) 2022025075, Official Public Records of Lubbock County, Texas (OPRLCT)

CITY OF LUBBOCK
STREET, PUBLIC USE AND RIGHT OF WAY DEED

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK

§

§

THAT **806 LAND DEVELOPMENT GROUP, LLC**, a Texas Limited Liability Company, herein called "GRANTOR," for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, to GRANTOR in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, Grantor does hereby grant, sell, and convey to Grantee for public use forever and for street right-of-way and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A."

GRANTOR agrees to grant the property described in Exhibit "A" and releases the City of Lubbock from the obligation of obtaining an appraisal under Chapter 21 of the Texas Property Code.

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 28th day of May, 2024

GRANTOR:

**806 LAND DEVELOPMENT GROUP,
LLC, a Texas Limited Liability Company**


Jordan Wheatley, Manager


Chad Tarver, Manager

ACKNOWLEDGMENT

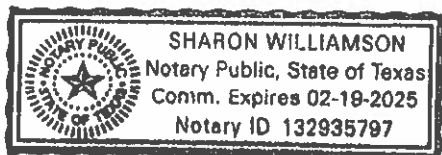
STATE OF Texas

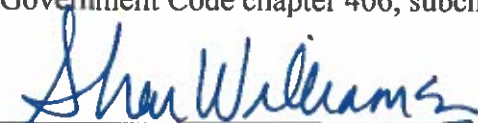
COUNTY OF Lubbock

This instrument was acknowledged before me on the 28th day of May, 2024
by **JORDAN WHEATLEY** as Manager of **806 LAND DEVELOPMENT GROUP, LLC**, a
Texas Limited Liability Company. The acknowledging person personally appeared by:

☒ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the
requirements for online notarization under Texas Government Code chapter 406, subchapter C.




NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 2-19-2025

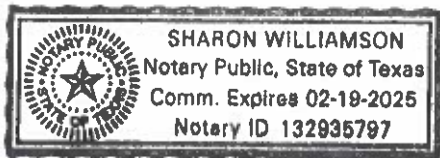
STATE OF Texas

COUNTY OF Lubbock

This instrument was acknowledged before me on the 28th day of May, 2024 by **CHAD TARVER** as Manager of **806 LAND DEVELOPMENT GROUP, LLC**, a Texas Limited Liability Company. The acknowledging person personally appeared by:

☒ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.



Sharon Williamson
NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 2-19-2025

Grantee's Address:

City of Lubbock
1314 Avenue K, 7th Floor
Lubbock, Texas 79401

Street, Public Use and Right of Way Deed

4TH STREET 50' STATE RIGHT-OF-WAY EASEMENT
VOL. 631, PG. 283



45' POWER LINE EASEMENT
VOL. 930, PG. 223

POB:
PARCEL NO. 16
N: 7.281.358.0°
E: 910.907.6'

1.841 ACRES
LARRY JOHNS &
CAROL M. JEAN JOHNS
VOL. 5549, PG. 95
7301 4TH ST

40' RIGHT-OF-WAY
VOL. 729, PG. 399

SECTION 1, BLOCK D6
SECTION 10, BLOCK JS

40' RIGHT-OF-WAY
VOL. 729, PG. 405

Upland Avenue Parcel No. 16
0.1504 ACRES
6551 SQ. FT.

3.00 ACRES
806 LAND GROUP, LLC.
CCPN 2022025075
7211 4TH ST

Line Table		
Line #	Length	Direction
L1	55.00'	S88° 11' 28" E
L2	42.37'	S46° 44' 22" W
L3	145.02'	S01° 40' 11" W
L4	75.39'	S04° 50' 08" W
L5	20.84'	N88° 11' 50" W
L6	250.31'	N01° 40' 11" E

1 ACRE
CAROL M. JEAN JOHNS
VOL. 5290, PG. 14
504 UPLAND AVE

PARCEL 14

PARCEL 15

UPLAND AVE

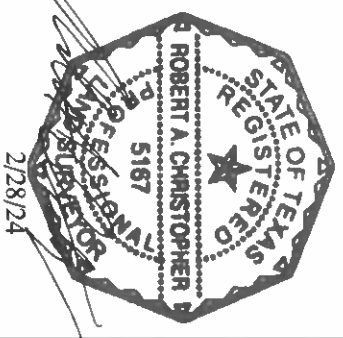
PARCEL 17

TRACT 1: 34.2082 ACRES 806 LAND GROUP, LLC.
CCPN 2021038816, 1505 UPLAND AVE

UPLAND AVENUE
19TH STREET TO 4TH STREET

Parcel 16
PERIMETER SURVEY OF A
0.1504 ACRE PARCEL LOCATED IN
SECTION 10, BLOCK JS
LUBBOCK COUNTY, TEXAS

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



HR HUGO REED
AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891
TEXAS LICENSED SURVEYING FIRM 100678-00
TEXAS REGISTERED ENGINEERING FIRM E-760

Bearings are relative to the Texas Coordinate System of 1983.
North Central Zone, NAD 83 (2011).
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.00023

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LEGEND:

- SURVEYED PROPERTY
- - - ADJACENT PROPERTY
- - - RIGHT-OF-WAY
- - - EASEMENT
- ⊕ FOUND MAG NAIL / SHINER
- SET 1/2" IRON ROD/CAP (HRA)
- ⊙ FOUND 1/2" IRON ROD/CAP (AMD)
- ⊙ FOUND 5" IRON POST
- ⊙ POB - POINT OF BEGINNING
- NTS - NOT TO SCALE
- CCPN - COUNTY CLERK FILE NUMBER

DESCRIPTION FOR PARCEL 16

METES AND BOUNDS DESCRIPTION of a 0.1504-acre (6,551 sq. ft.) parcel located in the Northwest Quarter (NW/4) of Section 10, Block JS, Lubbock County, Texas, being a portion of that called 3.00-acre tract as described in County Clerk File Number (CCFN) 2022025075, Official Public Records of Lubbock County, Texas (OPRLCT), said 0.1504-acre parcel being further described as follows:

BEGINNING at a point (N=7,281,358.0', E=910,907.6') in the South Right-of-Way line of 4th Street as described in Volume 631, Page 283, Deed Records of Lubbock County (DRLCT), and the East line of that 40' Right-of-Way Easement described in Volume 729, Page 405, DRLCT, for the Northwest corner of this parcel, which bears S. 01°40'11" W. a distance of 50.00 feet and N. 88°11'28" W. a distance of 40.00 feet from the Northwest corner of said Section 10, Block JS, a 1/2" iron rod with cap marked "AMD" bears S. 18° E. a distance of 0.4 feet;

THENCE S. 88°11'28" E., along said Right-of-Way line, a distance of 55.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Northeast corner of this parcel;

THENCE S. 46°44'22" W., a distance of 42.37 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for a corner of this parcel;

THENCE S. 01°40'11" W., 65.00 feet East of and parallel to the West line of said Section 10, a distance of 145.02 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for a corner of this parcel;

THENCE S. 04°50'08" W. a distance of 75.39 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the North line of that called 34.2082-acre tract described in CCFN 2021038816, OPRLCT, for the Southeast corner of this parcel;

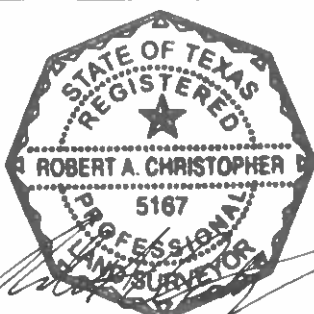
THENCE N. 88°11'50" W., along the North line of said 34.2082-acre tract, a distance of 20.84 feet to a 1/2" iron rod with cap marked "AMD" found in the East line of said 40' Right-of-Way Easement, at the Southwest corner of this parcel, from which a 4-inch metal fence post bears N. 12° E. a distance of 1.2 feet;

THENCE N. 01°40'11" E., along said East Right-of-Way line a distance of 250.31 feet to the POINT OF BEGINNING, having an area of 0.1504 Acres (6,551 Square Feet), more or less.

UPLAND AVENUE
19TH STREET TO 4TH STREET

Parcel 16
PERIMETER SURVEY OF A
0.1504 ACRE PARCEL LOCATED IN
SECTION 10, BLOCK JS
LUBBOCK COUNTY, TEXAS

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



2/28/24

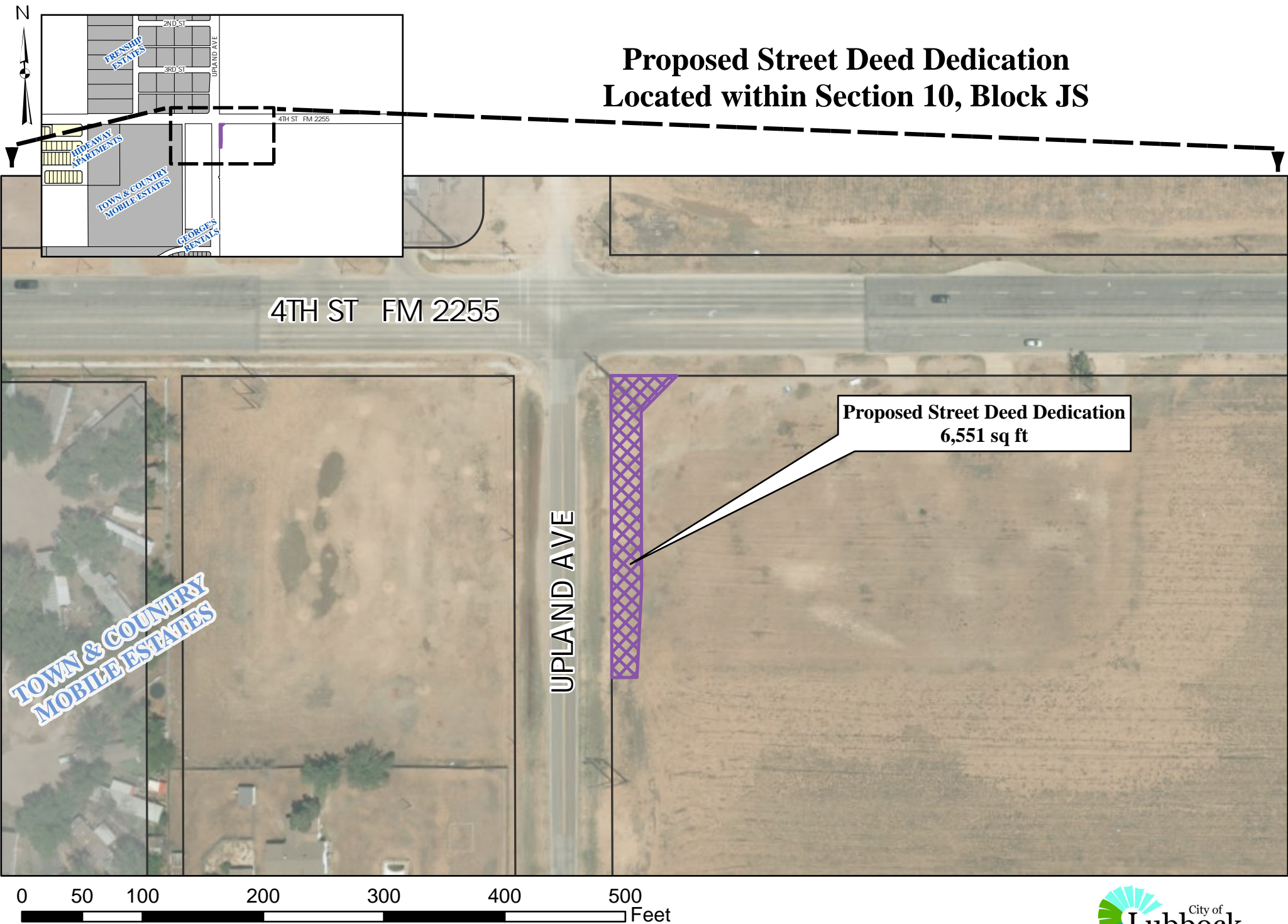
HR HUGO REED
AND ASSOCIATES, INC.

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

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

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Combined Scale Factor: 1.00023

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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.



CIP 92812 Upland Avenue from 4th Street to 19th Street - 22B

New Roadway Infrastructure

Project Manager: Josh Kristinek - Engineering

Project Scope

Upland Avenue from 4th Street to 19th Street is currently a two-lane paved road and is designated in the 2018 Thoroughfare Master Plan to become a five-lane modified principal arterial roadway. Continued growth in northwest Lubbock has increased traffic demands along the north Upland Avenue street corridor from 4th Street to 19th Street. The roadway contract will design and build three-lanes at the ultimate configuration of the fully designed five lane thoroughfare.

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: 02/2023
Design Completion: 08/2025
Bid for Construction: 10/2025
Award Construction: 12/2025
Project Completion: 06/2027

Project History

Project Location

Upland Ave - 4th Street to 19th Street

Project Appropriations

	Appropriation to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	\$3,200,000	\$0	\$9,500,000	\$0	\$0	\$0	\$0
TOTAL	\$3,200,000	\$0	\$9,500,000	\$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
General Obligation Bonds	\$3,200,000	\$0	\$9,500,000	\$0	\$0	\$0	\$0
TOTAL	\$3,200,000	\$0	\$9,500,000	\$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

**City of Lubbock
Capital Project
Project Cost Detail
July 23, 2024**

Capital Project Number:	92821
Capital Project Name:	Upland Avenue: 4th St to 19th St - 22B

<i>Encumbered/Expended</i>	Budget
City of Lubbock Staff Time	10,224
Contract 17113 with Half Associates, Inc. for Design Services	949,700

<i>Agenda Item July 23, 2024</i>	
Parcel 6 - Land Acquisition	24,740
Parcel 7 - Land Acquisition	13,633
Parcel 8 - Land Acquisition	54,487
Parcel 13 - Land Acquisition	51,018
Parcel 16 - Land Acquisition	63,785
Parcel 21 - Land Acquisition	36,621

<i>Encumbered/Expended To Date</i>	<u>1,204,208</u>
---	------------------

<i>Estimated Cost for Remaining Appropriation</i>	
Upland Avenue: 4th St to 19th St - 22B Construction	<u>1,995,792</u>
<i>Remaining Appropriation</i>	<u>-</u>

Total Appropriation	<u><u>\$ 3,200,000</u></u>
----------------------------	----------------------------

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 21), at the northeast corner of Upland Avenue and 19th Street, to be utilized for the 2022 Roadway Bond Project.

Item Summary

806 Land Development Group LLC is dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the Upland Avenue: 4th Street to 19th Street Capital Improvements Bond Project at the northeast corner of Upland Avenue and 19th Street.

The proponents will dedicate a 2,817 square feet tract of land for street right-of-way purpose, subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is \$36,621 plus closing costs. This acquisition is funded in Capital Improvements Project 92812, Upland Avenue: 4th Street to 19th Street – 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Parcel 21 - Resolution

Parcel 21 - Dedication Deed

Parcel 21 - GIS Map

Upland 4th to 19th - Budget Detail

Upland 4th to 19th - CIP Detail - 7.23.2024

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock one (1) street, public use, and right-of-way deed in connection with certain real property located in Section 10, Block JS, Lubbock County, Texas (Parcel 21), to be utilized for the North Upland Avenue Project and all related documents. Said Deed 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 _____.

MARK W. MCBRAYER, 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

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.

North Upland Avenue (4th to 19th) Project

Parcel No. 21

Abbreviated Property Description: A 0.0647-acre (2,817 sq. ft.) parcel located in the Southwest Quarter (SW/4) of Section 10, Block JS, Lubbock County, Texas, being a portion of that called 3.00-acre tract as described in County Clerk File Number 2022025075 (CCFN), Official Public Records of Lubbock County, Texas (OPRLCT)

CITY OF LUBBOCK
STREET, PUBLIC USE AND RIGHT OF WAY DEED

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF LUBBOCK

§

THAT **806 LAND DEVELOPMENT GROUP, LLC**, herein called "GRANTOR," for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, to **GRANTOR** in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, Grantor does hereby grant, sell, and convey to Grantee for public use forever and for street right-of-way and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A."

GRANTOR agrees to grant the property described in Exhibit "A" and releases the City of Lubbock from the obligation of obtaining an appraisal under Chapter 21 of the Texas Property Code.

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 28th day of May, 2024

GRANTOR:

**806 LAND DEVELOPMENT GROUP,
LLC, a Texas Limited Liability Company**


Jordan Wheatley, Manager


Chad Tarver, Manager

ACKNOWLEDGMENT

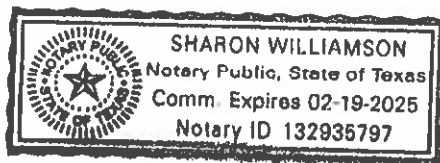
STATE OF Texas

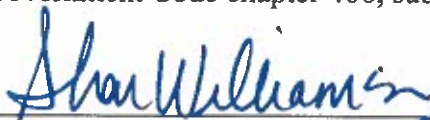
COUNTY OF Lubbock

This instrument was acknowledged before me on the 28th day of May, 2024
by **JORDAN WHEATLEY** as Manager of **806 LAND DEVELOPMENT GROUP, LLC**, a
Texas Limited Liability Company. The acknowledging person personally appeared by:

☒ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the
requirements for online notarization under Texas Government Code chapter 406, subchapter C.




NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 2/19/2025

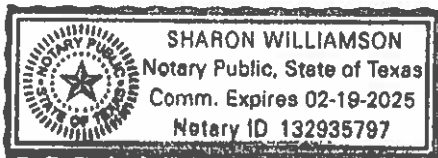
STATE OF Texas

COUNTY OF Lubbock

This instrument was acknowledged before me on the 28th day of May, 2024
by **CHAD TARVER** as Manager of **806 LAND DEVELOPMENT GROUP, LLC**, a Texas
Limited Liability Company. The acknowledging person personally appeared by:

☒ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the
requirements for online notarization under Texas Government Code chapter 406, subchapter C.



Sharon Williamson
NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 2-19-2025

Grantee's Address:

City of Lubbock
1314 Avenue K, 7th Floor
Lubbock, Texas 79401

Street, Public Use and Right of Way Deed



SOUTH 190' OF TRACT C-1
CARIZMA CAR CARE, LLC.
CCFN 2019000939
7302 W. 19TH ST.

Line Table		
Line #	Length	Direction
L1	150.37'	N01° 40' 11"E
L2	21.12'	N46° 55' 00"E
L3	135.22'	S01° 40' 11"W
L4	42.39'	S43° 22' 26"E
L5	45.00'	N88° 25' 02"W

TRACT F
CARAVAN ADDITION
VOL. 7638, PG. 169
CARIZMA CAR CARE, LLC.
CCFN 2010036913
7302 W. 19TH ST.

18.5' STATE OF TEXAS HIGHWAY EASEMENT
VOL. 181, PG. 211

60' STATE OF TEXAS HIGHWAY EASEMENT
NO DOCUMENT FOUND

LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT

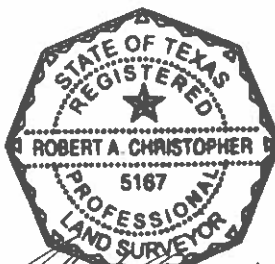
- FOUND 1/2" IRON ROD/CAP (HRA)
- SET 1/2" IRON ROD/CAP (HRA)

UWE- UNDERGROUND WATER EASEMENT
POB- POINT OF BEGINNING
NTS- NOT TO SCALE

UPLAND AVENUE
19TH STREET TO 4TH STREET

Parcel 21
PERIMETER SURVEY OF A
0.0647 ACRE PARCEL LOCATED IN
SECTION 1, BLOCK D6
LUBBOCK COUNTY, TEXAS

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



2/28/24

HR HUGO REED
AND ASSOCIATES, INC.

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

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

Bearings are relative to the Texas Coordinate System of 1983,
North Central Zone, NAD 83 (2011),
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.00023

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DESCRIPTION FOR PARCEL 21

METES AND BOUNDS DESCRIPTION of a 0.0647-acre (2,817 sq. ft.) parcel located in the Southwest Quarter (SW/4) of Section 10, Block JS, Lubbock County, Texas, being a portion of that called 3.00-acre tract as described in County Clerk File Number 2022025075 (CCFN), Official Public Records of Lubbock County, Texas (OPRLCT), said 0.0647-acre parcel being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." (N=7,276,187.0', E=910,756.8') set in the East line of that 40' Right-of-Way line of Upland Avenue as described in Volume 729, Page 401, Deed Records of Lubbock County (DRLC), and the North right-of-way line of State Highway 114 (19th Street), set for the Southwest corner of this parcel, which bears N. 01°40'11" E. a distance of 48.5 feet and N. 88°19'49" W. a distance of 40.0 feet from the Southeast corner of said Section 10, Block JS;

THENCE N. 01°40'11" E., along the East line of said 40' Right-of-Way, a distance of 150.37 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the South line of that 15-foot Street Dedication Deed described in CCFN 2014030220, OPRLCT, for the Northwest corner of this parcel;

THENCE N. 46°55'00" E., along the South line of said 15.00-foot Street Dedication Deed, a distance of 21.12 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Northeast corner of this parcel;

THENCE S. 01°40'11" W., 55.00 feet East of and parallel to the West line of said Section 10, a distance of 135.22 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for a corner of this parcel;

THENCE S. 43°22'26" E. a distance of 42.39 feet to a point in the North line of said 19th Street right-of-way for the Southeast corner of this parcel;

THENCE N. 88°25'02" W., along the North right-of-way line of said State Highway 114, a distance of 45.00 feet to the POINT OF BEGINNING, having an area of 0.0647 Acres (2,817 Square Feet), more or less.

UPLAND AVENUE
19TH STREET TO 4TH STREET

Parcel 21
PERIMETER SURVEY OF A
0.0647 ACRE PARCEL LOCATED IN
SECTION 1, BLOCK D6
LUBBOCK COUNTY, TEXAS

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



2/28/24

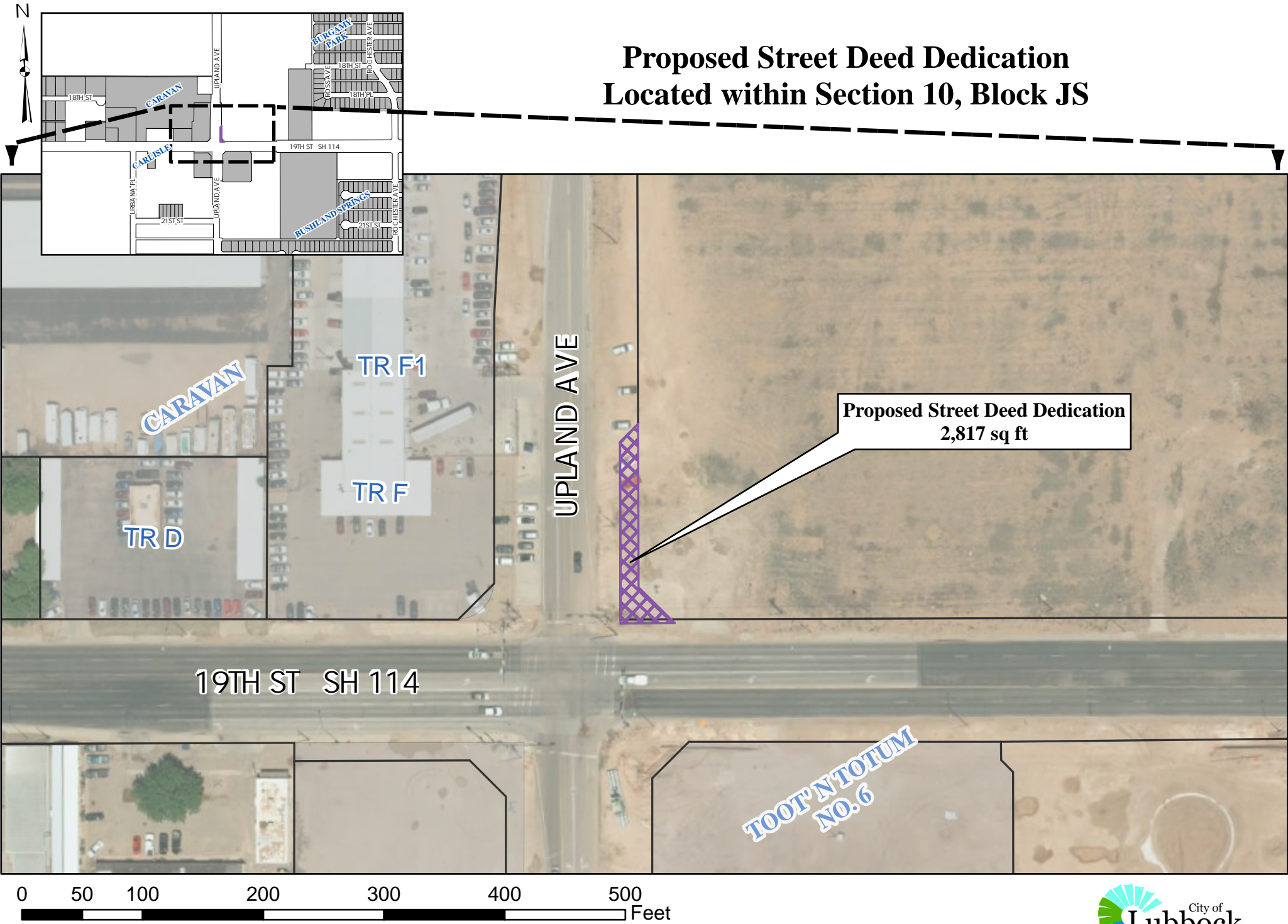
HR HUGO REED
AND ASSOCIATES, INC.

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

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

Bearings are relative to the Texas Coordinate System of 1983,
North Central Zone, NAD 83 (2011),
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.00023

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**Proposed Street Deed Dedication
Located within Section 10, Block JS**

**Proposed Street Deed Dedication
2,817 sq ft**

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.



CIP 92812 Upland Avenue from 4th Street to 19th Street - 22B

New Roadway Infrastructure

Project Manager: Josh Kristinek - Engineering

Project Scope

Upland Avenue from 4th Street to 19th Street is currently a two-lane paved road and is designated in the 2018 Thoroughfare Master Plan to become a five-lane modified principal arterial roadway. Continued growth in northwest Lubbock has increased traffic demands along the north Upland Avenue street corridor from 4th Street to 19th Street. The roadway contract will design and build three-lanes at the ultimate configuration of the fully designed five lane thoroughfare.

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: 02/2023

Design Completion: 08/2025

Bid for Constuction:10/2025

Award Construction: 12/2025

Project Completion: 06/2027

Project History

Project Location

Upland Ave - 4th Street to 19th Street

Project Appropriations

	Appropriation to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	\$3,200,000	\$0	\$9,500,000	\$0	\$0	\$0	\$0
TOTAL	\$3,200,000	\$0	\$9,500,000	\$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
General Obligation Bonds	\$3,200,000	\$0	\$9,500,000	\$0	\$0	\$0	\$0
TOTAL	\$3,200,000	\$0	\$9,500,000	\$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

**City of Lubbock
Capital Project
Project Cost Detail
July 23, 2024**

Capital Project Number:	92821
Capital Project Name:	Upland Avenue: 4th St to 19th St - 22B

<i>Encumbered/Expended</i>	Budget
City of Lubbock Staff Time	10,224
Contract 17113 with Half Associates, Inc. for Design Services	949,700

<i>Agenda Item July 23, 2024</i>	
Parcel 6 - Land Acquisition	24,740
Parcel 7 - Land Acquisition	13,633
Parcel 8 - Land Acquisition	54,487
Parcel 13 - Land Acquisition	51,018
Parcel 16 - Land Acquisition	63,785
Parcel 21 - Land Acquisition	36,621

<i>Encumbered/Expended To Date</i>	1,204,208
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<i>Estimated Cost for Remaining Appropriation</i>	
Upland Avenue: 4th St to 19th St - 22B Construction	1,995,792
<i>Remaining Appropriation</i>	-

Total Appropriation	\$ 3,200,000
----------------------------	---------------------

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and (1) Water Line Easement Deed, and all related documents, in connection with certain real property located in Section 38, Block AK, of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 12), on the east side of Upland Avenue, at the railroad crossing, to be utilized for the 2022 Roadway Bond Project.

Item Summary

Timothy A. Oliver and wife, Melissa A. Oliver are dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the Upland: 34th Street to 50th Street Capital Improvements Bond Project on the east side of Upland Avenue, at the railroad crossing.

The proponents will dedicate a 5,193 square feet tract of land for street right-of-way purpose, and a 3,462 square feet tract of land for a water line easement, subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is \$100,000 plus closing costs. This acquisition is funded in Capital Improvements Project 92815, Upland Avenue: 34th Street to 50th Street – 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Parcel 12 - Resolution

Parcel 12 - Dedication Deed

Parcel 12 - Signed Waterline Easement

Parcel 12 - GIS Map

92815 - Upland Ave from 34th St to 50th St - 22B

CIP Spreadsheet 92815 7-23-2024

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock one (1) street, public use, and right-of-way deed and (1) water line easement deed in connection with certain real property located in Section 38, Block AK, of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 12), to be utilized for the Upland Avenue Project and all related documents. Said Deed 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 _____.

MARK W. MCBRAYER, 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

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.

**Upland Avenue - 34th Street to 50th Street
Parcel No. 12
3901 Upland Avenue, Lubbock, Texas 79407
BLK AK SEC 38 AB 689 TR 11B LOWERY SUB**

CITY OF LUBBOCK
STREET, PUBLIC USE AND RIGHT OF WAY DEED

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LUBBOCK	§	

THAT **Timothy A. Oliver and wife, Melissa A. Oliver**, herein called "GRANTOR", for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, to **him/her** in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, Grantor does hereby grant, sell, and convey to Grantee for public use forever and for street right-of-way and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A" which grant, sell and conveyance shall also include that portion of Grantor's Property, if any, located within the 40 feet Right of Way Easement recorded in Volume 486, Page 438, Official Public Records, Lubbock County, Texas.


GRANTOR agrees to grant the property described in Exhibit "A", along with that portion of Grantor's property, if any, located within the 40 feet Right of Way Easement recorded in Volume 486, Page 438, Official Public Records, Lubbock County, Texas, and releases the City of Lubbock from the obligation of obtaining an appraisal under Chapter 21 of the Texas Property Code.

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

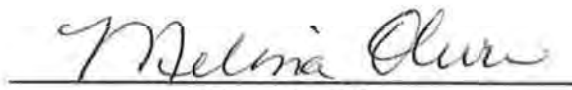
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 17 day of JUNE, 2024.

GRANTOR(S):



Timothy A. Oliver



Melissa A. Oliver

ACKNOWLEDGEMENT

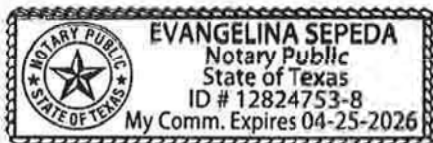
STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 17 day of June, 2024 by Timothy A. Oliver. The acknowledging person personally appeared by:

☒ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.





NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 4-25-2026

ACKNOWLEDGEMENT

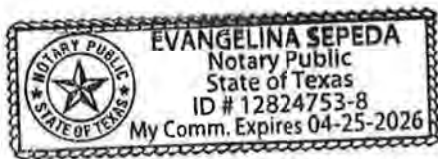
STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 17 day of June, 2024 by Melissa A. Oliver. The acknowledging person personally appeared by:

☒ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.





NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 4-25-2026

Grantee's Address:

City of Lubbock

1314 Avenue K, 7th Floor

Lubbock, TX 79401

EXHIBIT "A"

RIGHT-OF-WAY DESCRIPTION – PARCEL R65235

Field notes describing a 0.12 acre Right-of-Way out of a called 5.00 acre tract of land located in Section 38, Block AK, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.

Being a 0.12 acre tract of land out of a called 5.00 acre tract of land described in a deed to Timothy A. and Melissa A. Oliver, recorded in Volume 6057, Page 249, Official Public Records, Lubbock County, Texas, situated in Section 38, Block AK, of the GC & SF RR Co. Survey, Lubbock, Texas, and is further described by metes and bounds as follows;

BEGINNING at a Point (N: 7,268,903.15', E: 910,505.15') for Southwest corner of this tract on the common South line of said 5.00 acre tract and North line of the Plat limits of the Frenship East Addition to the City of Lubbock, Lubbock County, Texas, recorded in County Clerk File Number 2022007756, Official Public Records, Lubbock County, Texas, and on the East line of a 40 feet wide Lubbock County Right-of-Way Easement for Upland Avenue, described in Volume 486, Page 438, Official Public Records, Lubbock County, Texas, from which a Magnail with washer stamped "AMD Engineering" Found for the Southwest corner of said 5.00 acre tract and being the same as the Northwest corner of the Plat limits of said Frenship East Addition, bears North 70°17'13" West, 42.03 feet, and a Railroad Spike (N: 7,265,432.14', E: 910,352.04') Found for the Southwest corner of said Section 38, bears South 01°51'57" West, 3,487.03 feet from the Southwest corner of said 5.00 acre tract;

THENCE North 01°51'57" East, along the East line of said Upland Avenue, a distance of **346.31 feet** to a Point on the common North line of said called 5.00 acre tract and South Right-of-Way line of the West Texas & Lubbock Railroad (100 feet Right-of-Way) described in a deed to Lubbock & Western Railway LLC., recorded in County Clerk File Number 2015029381, Official Public Records, Lubbock County, Texas, from which a Railroad Spike (N: 7,270,713.46', E: 910,524.09') Found for the Northwest corner of said Section 38, bears North 70°19'34" West, 42.02 feet and North 01°51'57" East, 1,450.81 feet;

THENCE South 70°19'34" East, along said common line, a distance of **15.75 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,269,243.97', E: 910,531.25') Set for the Northeast corner of this tract, from which a 1/2 inch iron rod with red cap stamped "AMD Engineering" Found for the Northeast corner of said called 5.00 acres, bears South 70°19'34" East, 654.88 feet;

THENCE South 01°51'57" West, a distance of **346.32 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" Set on the common South line of said called 5.00 acre tract and North Plat limits of said Frenship East Addition, from which a 3/4 inch iron rod Found for the Southeast corner of said called 5.00 acre tract, bears South 70°17'13" East, 549.43 feet;

THENCE North 70°17'13" West, along said common line, a distance of **15.76 feet** to the POINT OF BEGINNING and containing withing these calls a calculated area of 0.12 acres (5,193 square feet).

EXHIBIT "A"

Bearings shown hereon are referenced to the Texas Coordinate System of 1983, North Central Zone, and are based on the North American Datum of 1983, 2011 Adjustment. All coordinates shown hereon are Surface values displayed in US Survey Feet and may be converted to Grid values by dividing those Surface values by a Surface Adjustment Factor of 1.00021. All distances shown hereon are Surface values displayed in US Survey feet and may be converted to Grid values by dividing those Surface values by a Surface Adjustment Factor of 1.00021. This written description is accompanied by a survey plat which covers the identical parcel that is described herein, signed and sealed on even date herewith and is hereby made a part of this document.

I, Jeffrey L. Fansler, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this description and plat represent an on-the-ground survey made under my supervision.

Jeffrey L. Fainstein 2023-08-25

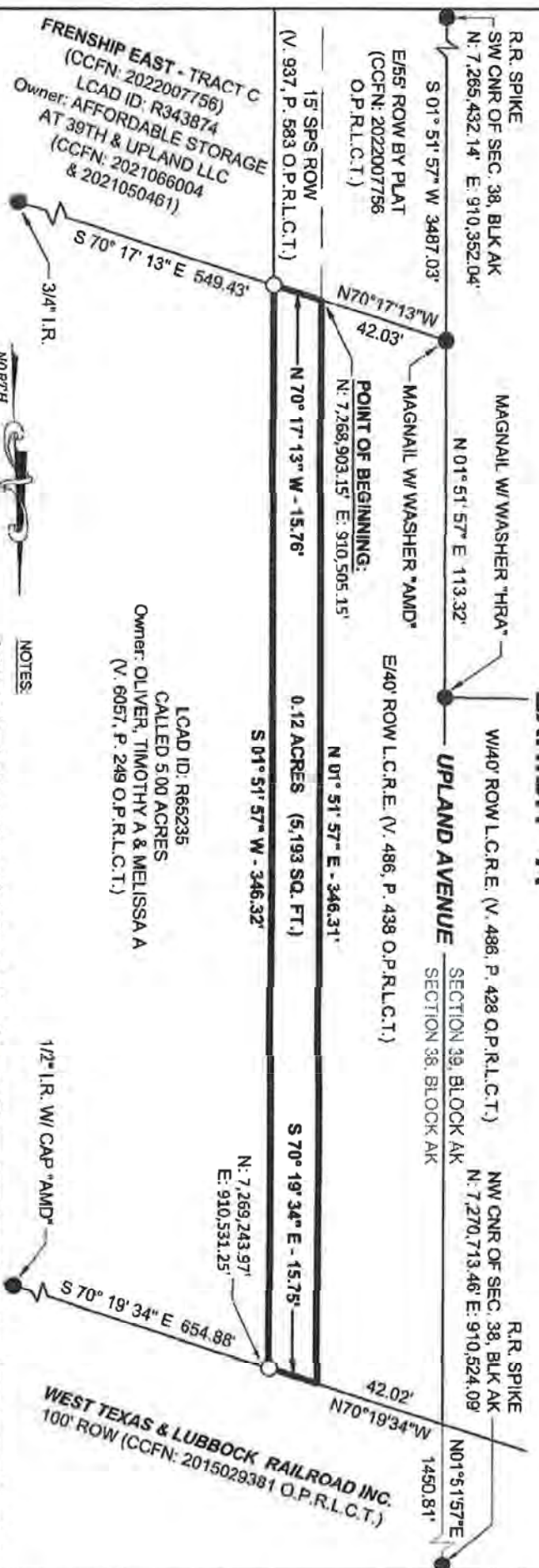


Jeffrey L. Fansler Date
Registered Professional Land Surveyor
Texas Registration No. 4348

Cobb, Fendley & Associates, Inc.
TBPELS Land Surveying Firm No. 10046700

7727 Quaker Avenue, Suite A,
Lubbock, Texas 79424

EXHIBIT "A"



NOTES

1. Bearings shown hereon are referenced to the Texas Coordinate System of 1983, North Central Zone, and are based on the North American Datum of 1983. 2011 Adjustment. All coordinates shown hereon are Surface values displayed in US Survey Feet and may be converted to Grid values by dividing those Surface values by a Surface Adjustment Factor of 1.00021. All distances shown hereon are Surface values displayed in US Survey feet and may be converted to Grid values by dividing those Surface values by a Surface Adjustment Factor of 1.00021.
2. This survey plat is accompanied by a written description which covers the identical parcel that is shown hereon, signed and sealed on even date herewith and is hereby made a part of this document.
3. This survey plat was prepared without the benefit of a title report. The surveyor did not research subject property title information. All easements of record may not be shown.

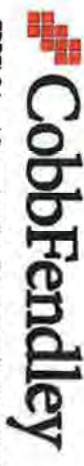
Jeffrey L. Fansler
Jeffrey L. Fansler
Registered Professional Land Surveyor
No. 4348
Date
2023-08-25



LEGEND
P.O.B. = POINT OF BEGINNING
I.R. = IRON PIPE
I.P. = IRON PIPE
ROW = RIGHT-OF-WAY
P.A.E. = PUBLIC ACCESS EASEMENT
L.C.R.E. = LUBBOCK COUNTY RIGHT-OF-WAY EASEMENT
S.O.D. = STREET DEDICATION DEED
V./P. = VOLUME / PAGE
CCFN = COUNTY CLERK FILE NUMBER
O.P.R.L.C.T. = OFFICIAL PUBLIC RECORDS, LUBBOCK COUNTY, TEXAS
SPS = SOUTH WESTERN PUBLIC SERVICE COMPANY
HRA = HUGO REED & ASSOC.
AMD = AMD ENGINEERING
● = MONUMENT FOUND (AS NOTED)
○ = MONUMENT SET (5/8\"/>

DATE:	08/24/2023	SCALE:	1" = 50'
DRAWN BY:	PTT	CHECKED BY:	JLF
SHEET NO.	3	JOB NUMBER:	2302-013-02
SHEET ID:	2302-013-02-R66235-SURFACE (SF=1.00021).dwg		

FIELD NOTES DESCRIBING A 0.12 ACRE (5,193 Sq. Ft.) RIGHT-OF-WAY OUT OF A CALLED 5.00 ACRE TRACT OF LAND LOCATED IN SECTION 38, BLOCK AK, OF THE GC & SF R.R. CO. SURVEY, LUBBOCK COUNTY, TEXAS.



TBPELS Land Surveying Firm Registration No. 10046700
7727 Quaker Avenue, Suite A, Lubbock, Texas 79424
Phone: 806.993.0071 | www.cobbfendley.com

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.

**Upland Avenue - 34th Street to 50th Street
Parcel No. 12
3901 Upland Avenue, Lubbock, Texas 79407
BLK AK SEC 38 AB 689 TR 11B LOWERY SUB**

CITY OF LUBBOCK
WATER LINE EASEMENT

THE STATE OF TEXAS §
COUNTY OF LUBBOCK § KNOW ALL MEN BY THESE PRESENTS:

THAT, **Timothy A. Oliver and wife, Melissa A. Oliver**, herein called "GRANTOR[S]", for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), to GRANTOR in hand paid by the **CITY OF LUBBOCK**, a Home Rule Municipal Corporation of Lubbock County, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed, and for the further good and valuable consideration in benefits accruing and to accrue to the remainder of GRANTOR'S property, has by these presents GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the CITY OF LUBBOCK, its legal representatives, successors and assigns, for the use of the public as a perpetual water line easement, the free and uninterrupted use, liberty of passage in, on, over, upon, along, under and across all that property lying and being situated in the County of Lubbock, State of Texas, and being more particularly described in the attached Exhibit "A," together with the rights of ingress, egress and regress at any and all times to accomplish the following purposes: allowing, but not limited to, constructing, reconstructing, repairing and perpetually maintaining a water line, which easement includes at all times and seasons the right of ingress, egress and regress of motor vehicles and personnel engaged in such construction and repair.

In order to assure the said CITY OF LUBBOCK, its successors and assigns of continuing access and enjoyment of said easement, GRANTOR[S] does hereby expressly agree not to erect, build or otherwise allow to be constructed any building or like permanent structure over the said property heretofore described, and should such building or structure be erected, it is understood that the CITY OF LUBBOCK shall have the right to remove said building or structure from the premises.

Grantor and its successors and assigns may use all or part of the property burdened by the perpetual easement granted herein as long as such use does not violate the terms hereof or interfere with the use and enjoyment of the easement by Grantee. Further, Grantor may convey the property burdened by the perpetual easement granted herein, as long as such conveyance is subject to this agreement.


After the installation of the Improvements have been completed, and in the event of needed repairs of the pipeline, Grantee will restore the surface and underlying soil structure of the Easement Area, as well as any ingress and egress damage, as much as reasonably practicable, to its original physical condition, will clean up and remove all trash and debris caused by the installation and/or repair of the Improvements, and repair any driveway, fence, or structures damaged by the repair or replacement process so long as the easement is in force.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging perpetually unto the CITY OF LUBBOCK, its successors and assigns for so long as the public uses the same for the purposes herein granted.

WITNESS THE EXECUTION OF THIS INSTRUMENT this the 17th day of June, 2024.

GRANTOR(S):


Timothy A. Oliver


Melissa A. Oliver

ACKNOWLEDGEMENT

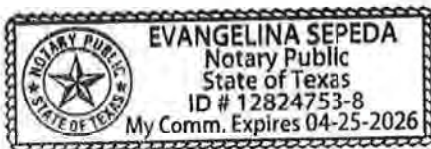
STATE OF TEXAS

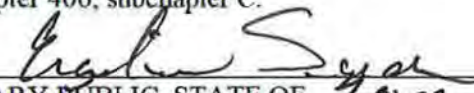
COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 17th day of June, 2024 by Timothy A. Oliver. The acknowledging person personally appeared by:

☒ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.




NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 4-25-2026

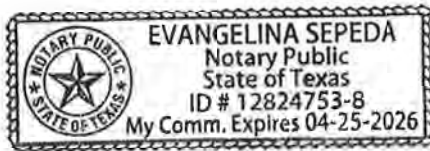
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 17 day of June, 2024
by Melissa A. Oliver. The acknowledging person personally appeared by:

- ☒ physically appearing before me.
☐ appearing by an interactive two-way audio and video communication that meets the requirements for
online notarization under Texas Government Code chapter 406, subchapter C.



Evangelina Sepeda
NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 4-25-2026

Grantee's Address:

City of Lubbock
1314 Avenue K, 7th Floor
Lubbock, TX 79401

EXHIBIT "A"

WATERLINE EASEMENT DESCRIPTION – PARCEL R65235

Field notes describing a 3,462 square feet waterline easement out of a called 5.00 acre tract of land located in Section 38, Block AK, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.

Being a 3,462 square feet tract of land out of a called 5.00 acre tract of land described in a deed to Timothy A. and Melissa A. Oliver, recorded in Volume 6057, Page 249, Official Public Records, Lubbock County, Texas, situated in Section 38, Block AK, of the GC & SF RR Co. Survey, Lubbock, Texas, and is further described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,268,897.83', E: 910,519.98') Set for Southwest corner of this tract on the common South line of said 5.00 acre tract and North line of the Plat limits of the Frenship East Addition to the City of Lubbock, Lubbock County, Texas, recorded in County Clerk File Number 2022007756, Official Public Records, Lubbock County, Texas and on the East line of a 15 feet wide right-of-way easement to South Western Public Service Company, recorded in Volume 937, Page 583, Official Public Records, Lubbock County, Texas, from which a Magnail with washer stamped "AMD Engineering" Found for the Southwest corner of said 5.00 acre tract and being the same as the Northwest corner of the Plat limits of said Frenship East Addition, bears North 70°17'13" West, 57.79 feet, and a Railroad Spike (N: 7,265,432.14', E: 910,352.04') Found for the Southwest corner of said Section 38, bears South 01°51'57" West, 3,487.03 feet from the Southwest corner of said 5.00 acre tract;

THENCE North 01°51'57" East, along the East line of said 15 feet right-of-way easement to South Western Public Service Company, a distance of **346.32 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,269,243.97', E: 910,531.25') Set on the common North line of said called 5.00 acre tract and South Right-of-Way line of the West Texas & Lubbock Railroad (100 feet Right-of-Way) described in a deed to Lubbock & Western Railway LLC., recorded in County Clerk File Number 2015029381, Official Public Records, Lubbock County, Texas, from which a Railroad Spike (N: 7,270,713.46', E: 910,524.09') Found for the Northwest corner of said Section 38, bears North 70°19'34" West, 57.78 feet and North 01°51'57" East, 1,450.81 feet;

THENCE South 70°19'34" East, along said common line, a distance of **10.50 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" Set for the Northeast corner of this tract, from which a 1/2 inch iron rod with red cap stamped "AMD Engineering" Found for the Northeast corner of said called 5.00 acres, bears South 70°19'34" East, 644.37 feet;

THENCE South 01°51'57" West, a distance of **346.33 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" Set on the common South line of said called 5.00 acre tract and North Plat limits of said Frenship East Addition, from which a 3/4 inch iron rod Found for the Southeast corner of said called 5.00 acre tract, bears South 70°17'13" East, 538.93 feet;

THENCE North 70°17'13" West, along said common line, a distance of **10.51 feet** to the POINT OF BEGINNING and containing withing these calls a calculated area of 3,462 square feet of land.

EXHIBIT "A"

Bearings shown hereon are referenced to the Texas Coordinate System of 1983, North Central Zone, and are based on the North American Datum of 1983, 2011 Adjustment. All coordinates shown hereon are Surface values displayed in US Survey Feet and may be converted to Grid values by dividing those Surface values by a Surface Adjustment Factor of 1.00021. All distances shown hereon are Surface values displayed in US Survey feet and may be converted to Grid values by dividing those Surface values by a Surface Adjustment Factor of 1.00021. This written description is accompanied by a survey plat which covers the identical parcel that is described herein, signed and sealed on even date herewith and is hereby made a part of this document.

I, Jeffrey L. Fansler, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this description and plat represent an on-the-ground survey made under my supervision.

Jeffrey L. Fansler 2024-06-06



Jeffrey L. Fansler Date
Registered Professional Land Surveyor
Texas Registration No. 4348

Cobb, Fendley & Associates, Inc.
TBPELS Land Surveying Firm No. 10046700

7727 Quaker Avenue, Suite A,
Lubbock, Texas 79424

NO 1° 51' 57" E

WEST TEXAS & LUBBOCK RAILROAD INC.
100' ROW (CCFN: 2015029381 O.P.R.L.C.T.)

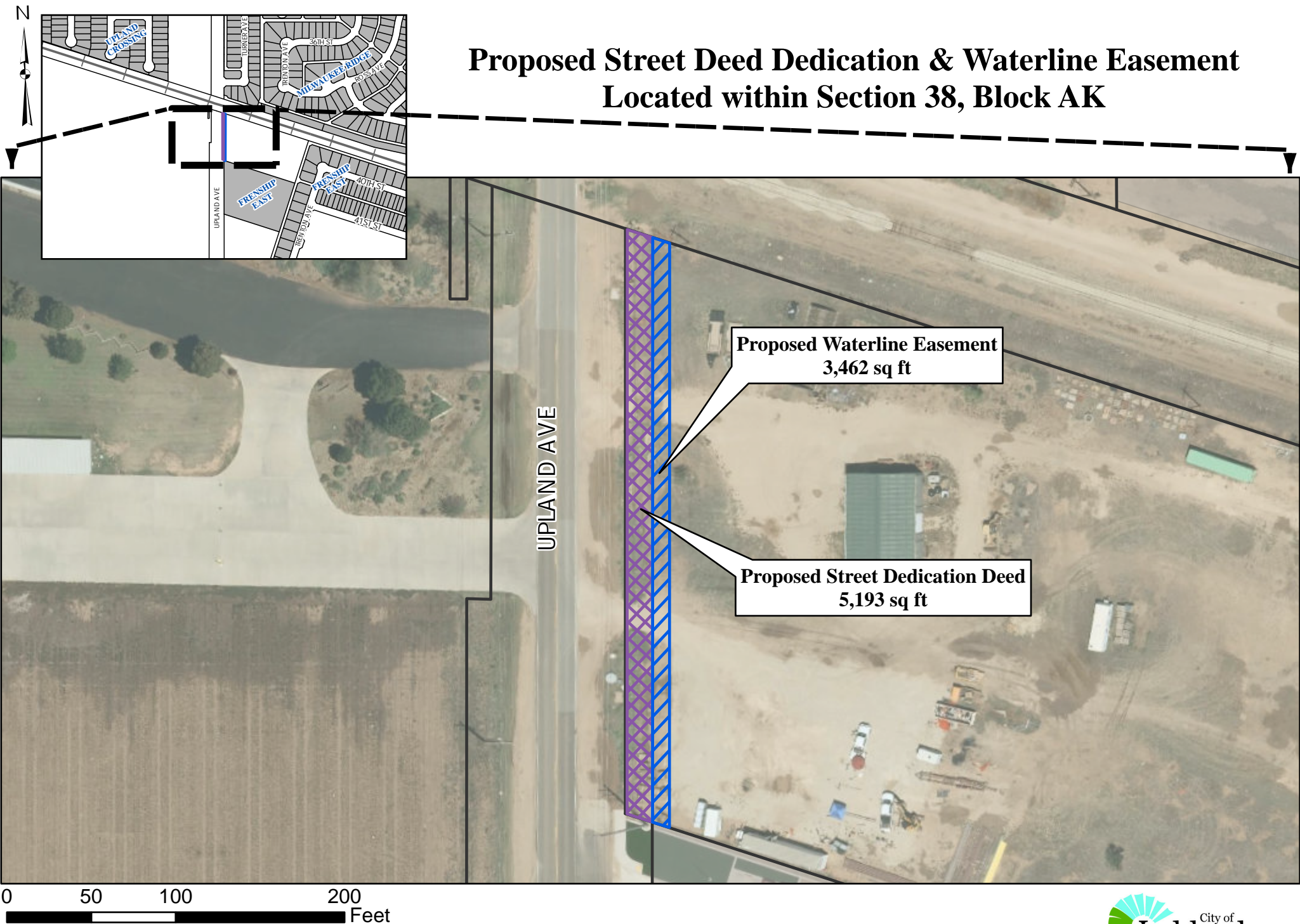


1820-010-2009

3. This survey pilot was prepared

Date _____
In favor of _____

TBP&LS Land Surveying Firm Registration No. 10046700
 7727 Quaker Avenue, Suite A, Lubbock, Texas 79424
 Phone: 806.993.0071 | www.cobblendley.com



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.



CIP 92815 Upland Ave from 34th Street to 50th Street - 22B

New Roadway Infrastructure

Project Manager: Josh Kristinek - Engineering

Project Scope

Upland Avenue from 34th Street to 50th Street is currently a two-lane paved road and is designated in the 2018 Thoroughfare Master Plan to become a five-lane Principal Arterial (Modified). Continued growth in west Lubbock has increased traffic demands along the Upland Avenue corridor from 34th Street to 50th Street. This thoroughfare will include the ultimate design of a five-lane undivided thoroughfare with curb and gutter, drainage, streetlights, sidewalk improvements, utility adjustment and right of way acquisition services.

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: 01/2023
Design Completion: 01/2024
Bid for Constuction: 01/2024
Award Construction: 03/2024
Project Completion: 09/2025

Project History

Project Location

Upland Ave - 34th to 50th St

Project Appropriations

	Appropriation to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	\$4,000,000	\$13,500,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$4,000,000	\$13,500,000	\$0	\$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
General Obligation Bonds	\$4,000,000	\$13,500,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$4,000,000	\$13,500,000	\$0	\$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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**City of Lubbock
Capital Project
Project Cost Detail
July 23, 2024**

Capital Project Number:	92815
Capital Project Name:	Upland Ave: 34th to 50th Street - 22B

<i>Encumbered/Expended</i>	Budget
Staff - Full Time	\$ 27,244
Contract 17074 with Freese and Nichols for Design Services	1,639,143
Contract 17074 Amendment 1 with Freese and Nichols	393,388
Parcel 1 - ROW Acquisition	13,874
Parcel 3 - ROW Acquisition	10,347
Parcel 4 - ROW Acquisition	15,482
Parcel 13 - ROW Acquisition	74,031
Parcel 19 - ROW Acquisition	44,249
Parcel 20 - ROW Acquisition	1,721
Parcel 8 - ROW Acquisition	36,507
Parcel 9 - ROW Acquisition	82,662
Parcel 10 - ROW Acquisition	122,146
Parcel 11 - ROW Acquisition	22,064
Parcel 22 - ROW Acquisition	55,385
Parcel 14 - ROW Acquisition	25,711
Parcel 15 - ROW Acquisition	3,984
Parcel 2 - ROW Acquisition	13,121
Parcel 6 - ROW Acquisition	12,360
Parcel 7 - ROW Acquisition	95,666
Parcel 17 - ROW Acquisition	1,125
Parcel 18 - ROW Acquisition	28,405
Parcel 21 - ROW Acquisition	44,115

Agenda Item July 23, 2024

Parcel 12 - ROW Acquisition	100,000
<i>Encumbered/Expended To Date</i>	2,862,731

Estimated Cost for Remaining Appropriation

Land Acquisition and Construction	1,137,269
<i>Remaining Appropriation</i>	-
Total Appropriation	\$ 4,000,000

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept a Real Estate Sales Contract, and all related documents, by and between the City of Lubbock and Lubbock Land Holdings, LLC, for the purchase of real property located in Lot 21, 82nd Acres Addition to the City of Lubbock, Lubbock County, on the east side of I-27, south of 82nd Street, to be used for drainage improvements on the 2022 Roadway Bond Project.

Item Summary

The City of Lubbock is acquiring land to be utilized for drainage improvements on the 82nd Street: I-27 to MLK JR Boulevard Capital Improvements Bond Project on the east side of I-27, south of 82nd Street.

The proponents will dedicate a 162,697 square feet tract of land for drainage purposes, subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is \$700,000 plus closing costs. This acquisition is funded in Capital Improvements Project 92825, 82nd Street: I-27 to MLK JR Boulevard – 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

8901 HWY 87 - Resolution

8901 HWY 87 - Contract

CIP Spreadsheet - (92825) - 7-23-2024

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Real Estate Sales Contract for the purchase of real property located in Lot 21, 82nd Acres Addition to the City of Lubbock, Lubbock County, by and between the City of Lubbock Land Holdings, LLC., of Amarillo, 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.

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 _____.

MARK W. MCBRAYER, 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- Real Estate Sales Contract- Lubbock Land Holdings LLC



COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2022

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Lubbock Land Holdings LLC

Address: 166 Dolphin Ter , Amarillo, TX 79118

Phone: _____

E-mail: _____

Mobile: _____

Fax or Other: _____

Buyer: City of Lubbock

Address: 1314 Avenue K, Lubbock, TX 79401

Phone: (806)776-3061 Michael

E-mail: moneil@mylubbock.us

Mobile: _____

Fax or Other: _____

2. PROPERTY:

- A. "Property" means that real property situated in Lubbock County, Texas at 8901 Hwy 87 (address) and that is legally described on the attached Exhibit _____ or as follows:

Eighty Second Acs L 21 Less E .204 Acs - Approximately 3.74 Acres - See Survey Attached

- B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

*(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)*

3. SALES PRICE:

- A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing \$ 700,000.00

(2) Sum of all financing described in Paragraph 4 \$ _____

(3) Sales price (sum of 3A(1) and 3A(2)) \$ 700,000.00

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- ☒ (1) The sales price will not be adjusted based on a survey.
☐ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ _____ per:

- ☐ (i) square foot of ☐ total area ☐ net area.
☐ (ii) acre of ☐ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- ☐ (i) public roadways;
☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
☐ (iii) _____.

(c) If the sales price is adjusted by more than _____ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING**: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- ☐ A. Third Party Financing: One or more third party loans in the total amount of \$ _____.
This contract:
☐ (1) is not contingent upon Buyer obtaining third party financing.
☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- ☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.
- ☐ C. Seller Financing: Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____.

5. **EARNEST MONEY**:

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$7,000.00 as earnest money with Title One (title company) at 6102 82nd Suite 11 (address) David Frisbie 806-771-7770 (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:
☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
☐ (ii) _____.
Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☒ (a) will not be amended or deleted from the title policy.
- ☐ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☐ Seller.
- (3) Within 10 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 5 days after the effective date:

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☒ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☒ Seller ☐ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party None (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 15 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will

satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object in writing to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

- A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: _____

- B. Feasibility Period: Buyer may terminate this contract for any reason within 30 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

- ☒ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

- ☐ (b) Not later than 3 days after the effective date, Buyer must pay \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

- ☐ (2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of _____ days by delivering \$ _____ to the title company as additional earnest money.

- (a) \$ _____ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the

sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

- (b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:
- (i) The additional independent consideration.
 - (ii) (Check no boxes or only one box.)
☐ all or ☐ \$_____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Buyer must:
 - (a) employ only trained and qualified inspectors and assessors;
 - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
 - (c) abide by any reasonable entry rules or requirements of Seller;
 - (d) not interfere with existing operations or occupants of the Property; and
 - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within _____ days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession or control: *(Check all that apply.)*
- ☐ (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
 - ☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
 - ☐ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
 - ☐ (d) copies property tax statements for the Property for the previous 2 calendar years;
 - ☐ (e) plats of the Property;
 - ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
 - ☐ (g) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☐ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☐ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- ☐ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ N/A by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Reside Real Estate Co.

Cooperating Broker: WestMark Commercial/TCN

Agent: Casey Klingensmith

Agent: Karen Higgins, CCIM

Address: 6901 Quaker

Address: 4105 84th

Lubbock, TX 79423

Lubbock, TX 79423

Phone & Fax: (806)370-0282

Phone & Fax: (806)781-3875

E-mail: casey@reside.team

E-mail: khiggins@westmarkcommercial.com

License No.: 9012110

License No.: 9000344

Principal Broker: (Check only one box)

☒ represents Seller only.

☐ represents Buyer only.

☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☒ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:

☒ 3.000 % of the sales price.

☐ _____

Cooperating Broker a total cash fee of:

☒ 3.000 % of the sales price.

☐ _____

The cash fees will be paid in Lubbock County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

(1) ☐ _____ days after the expiration of the feasibility period.

☐ _____ (specific date).

☒ Within 15 days after City Council Approval

(2) 7 days after objections made under Paragraph 6C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

- C. At closing, Seller will execute and deliver, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - (2) an assignment of all leases to or on the Property;
 - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
 - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
 - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

Buyer is aware that the land is in a flood zone AE.

13. SALES EXPENSES:

- A. Seller's Expenses: Seller will pay for the following at or before closing:
- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates;
 - (4) preparation of the deed;
 - (5) one-half of any escrow fee;
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
- (1) all loan expenses and fees;
 - (2) preparation of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee;
 - (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

- A. Prorations:
- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
 - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
 - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure

except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or

(Check if applicable)

☐ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or

(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or

(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or

B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:

(1) Seller and the sales price will be reduced by the same amount; or

(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- ☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- ☒ B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☐ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☐ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this

contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.

- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
- ☐ (1) Property Description Exhibit identified in Paragraph 2;
 - ☐ (2) Commercial Contract Financing Addendum (TXR-1931);
 - ☐ (3) Commercial Property Condition Statement (TXR-1408);
 - ☐ (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
 - ☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
 - ☐ (6) Addendum for Coastal Area Property (TXR-1915);
 - ☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
 - ☒ (8) Information About Brokerage Services (TXR-2501);
 - ☐ (9) Information About Mineral Clauses in Contract Forms (TXR-2509);
 - ☐ (10) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID); and
 - ☐ (11) _____

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

- E. Buyer ☐ may ☒ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or federal reserve bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or federal reserve bank holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before

the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- J. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on July 2, 2024, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Seller: Lubbock Land Holdings LLC

Buyer: City of Lubbock

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

☐ \$ _____, or
☐ _____ % of the sales price, or
☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____ Buyer's attorney: _____

Address: _____ Address: _____

Phone & Fax: _____ Phone & Fax: _____

E-mail: _____ E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

☐ the title company sends to Seller.
☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

☐ the title company sends to Buyer.
☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

☐ A. the contract on this day _____ (effective date);
☐ B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____ Address: _____

By: _____ Phone & Fax: _____

Assigned file number (GF#): _____ E-mail: _____



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

WestMark Commercial TCN Worldwide	9000344	ahenry@westmarkrealtors.com	806-794-3300
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Amie Henry	622547	ahenry@westmarkrealtors.com	806-794-6000
Designated Broker of Firm	License No.	Email	Phone
Amie Henry	622547	ahenry@westmarkrealtors.com	806-794-3300
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Alison Blalock, CCIM / Karen Higgins, CCIM / Kelsey Zickefoose	TX #0612008 TX #0331521 TX #724014	ablalock@westmarkcommercial.com khiggins@westmarkcommercial.com kelsey@westmarkcommercial.com	806-776-2821 806-776-2833 806-696-3843
Sales Agent/Associate's Name	License No.	Email	Phone
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0 Date

Plat and Field Notes on a

3.735 acre tract out of Lot 21, 82nd Acres Addition to the City of Lubbock, Lubbock County, Texas, According to the Map, Plat and/or Dedication Dead thereof Recorded in Volume 1612, Page 793, Deed Records of Lubbock County, Texas

FIELD NOTES on a 3.735 acre tract out of Lot 21, 82nd Acres Addition to the City of Lubbock, Lubbock County, Texas, According to the Map, Plat and/or Dedication Deed thereof Recorded in Volume 1612, Page 793, Deed Records of Lubbock County, Texas and being further described by metes and bounds as follows:

This plat was prepared without the benefit of a Title Commitment. Easements and/or Restrictions other than those shown may apply.

BEGINNING at a found square pipe for the Southwest corner of Lot 21 and the Southwest corner of this tract having Texas North Central Zone Coordinates of North: 7250788.26, East: 949831.03 (NAD 83, 2011, Epoch 2010.0000);

☒ Fd. Rod With Aluminum Cap
☐ Fd. Square Pipe
☒ Fd. 1/2" Rod With Green Cap
 (Marked RPLS 446D)
☒ Sat 1/2" Rod With Green Cap
 (Marked RPLS 446D)
☐ Guy Wire
☒ Power Pole
☐ Overhead Power Line
☒ Concrete

CCFN -- County Clerk File Number

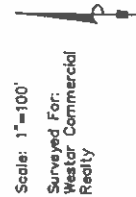
THENCE S 01°43'54" W, at 20 feet pass the start of a curve, in all 429.98 feet to a found Abacus Cap for a corner of this tract;

THENCE N 88°13'37" W (called S 89°54'00" W), along the North line of a 20 foot wide alley, 385.07 feet to the PLACE OF BEGINNING and containing 3.735 acres.

Robert L. Taylor

PLAT SHOWN AS SURVEYED ON THE
GROUND

TEXAS SURVEYING FIRM NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4388



City of Lubbock, TX
Capital Project
Project Cost Detail
July 10, 2024

Capital Project Number:	92825
Capital Project Name:	Street Bond 82nd and MLK - 22B

<i>Encumbered/Expended</i>	Budget
City of Lubbock Staff Time	\$ 12,518
Contract 17088 with LAN for Design Services on 82nd and MLK	3,424,877

<i>Agenda Items, July 23rd 2024</i>	
Land Purchase	700,000

<i>Encumbered/Expended To Date</i>	<u>4,137,395</u>
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<i>Estimated Costs for Remaining Appropriation</i>	
Purchase of Land and Roadway Construction	<u>1,562,605</u>
<i>Remaining Appropriation</i>	<u>1,562,605</u>

Total Appropriation	<u><u>\$ 5,700,000</u></u>
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Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Change Order No. 2 to Contract 16162, with Landmark Structures, LP, related to the construction completion of the 2.0 Million Gallon Elevated Storage Tanks at 3rd Street and University Avenue and 87th Street and Avenue P.

Item Summary

The City Council authorized Construction Contract 16162 with Landmark Structures, LP on February 8, 2022, for the construction of 2.0 Million Gallon Elevated Storage Tanks at 3rd Street and University Avenue and at 87th Street and Avenue P, for \$16,428,784 and 740 days for completion. The Notice to Proceed was given on February 21, 2022.

Change Order No. 1, authorized on February 1, 2023, included modifications for the mixing systems and the addition of position indicators to the altitude valves, to the Elevated Storage Tanks at 50th Street and Indiana Avenue, Milwaukee Avenue and 104th Street, 3rd Street and University Avenue, and 87th Street and Avenue P.

Change Order No. 2 will include the following:

- Installing access tube plugs, a temperature transmitter, and drainage flume extensions, constructing an additional concrete apron and partial driveway, and painting the City of Lubbock logo at the 87th Street and Avenue P site;
- Altering the Concrete Masonry Unit (CMU) wall to better fit the 3rd Street and University Avenue site and making security system modifications due to the CMU wall changes; and
- Applying an anti-graffiti coating to the sites at 3rd Street and University Avenue and 87th Street and Avenue P.

The net increase in contract price, due to Change Order No. 2, is \$64,053 and an additional 65 construction days. The new contract amount is \$16,535,102.24 with a construction time of 805 days.

Fiscal Impact

Change Order No. 2, for \$64,053, is funded in Capital Improvements Project 92753, Elevated Storage Tanks.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Resolution - Lubbock Landmark Structures

Change Order No. 2

Executed Change Order No. 1

Executed Contract 16162

Map - Location Exhibit

CIP 92753-Budget Detail

CIP 92753-Cost 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, Change Order No. 02 to that certain Contract No. 16162 by and between the City of Lubbock and Landmark Structures, LP for the 3rd and 87th Street 2.0 MG Elevated Storage Tanks as per RFP 22-16162-TF, and related documents. Said Change Order No. 02 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.

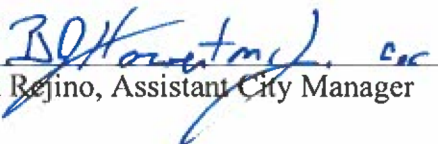
Passed by the City Council on _____.

MARK W. MCBRAYER, 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

Office of Purchasing and Contract Management Change Order

Contract No: 16162	Contractor: Landmark Structures, LP
Change Order No: 002	Contract Title: 3 rd and 87 th Street 2.0 MG Elevated Storage Tanks
Bid/RFP No: PUR-2021-16162	Project No: 92753.9241.30000

"Change Order" means a written order to a Contractor, executed by the Owner, in accordance with the Contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the Contract documents, or an adjustment to the compensation payable to the Contractor, or to the time for performance of the Contract and completion of the project, or a combination thereof, which does not alter the nature of project and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line item in a Unit Price Contract do not require a Change Order. All work that alters the nature of the construction or that is not an integral part of the project objective must be let out for public bid.

Description of Change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project (attached additional pages is necessary):

Change Order 002 to Contract 16162 with Landmark Structures, LP includes Change Proposals 005 through 010, RCP-007.2, RCP-009, and RCP-010 as documented in the attached forms.








Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial Contract, no deviations are allowed in computing negotiated change order costs.

ITEMIZED COSTS MUST BE FULLY DOCUMENTED AND ATTACHED TO THIS FORM.

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	\$16,428,784.24
B.	AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) \$50,000	\$64,053.00
	COST CENTER:4545 ACCOUNT:92753.9241.30000	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)	0.39%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$42,265.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)	\$106,318.00
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)	.647%
G.	NEW CONTRACT AMOUNT (A+E):	\$16,535,102.24

It is mutually agreed that the above dollar amount and the time extension, as applicable, as set forth in this Change Order constitutes full compensation to the Contractor for all costs, expenses and damages to the Contractor, whether direct, consequential or otherwise, in anyway incident to, or arising out of, or resulting directly or indirectly; from the work performed or modified by the Contractor under this Change Order.

This Change Order is not valid without the following signatures (please sign in order and return 3 originals with the Contract Cover Sheet to Purchasing and Contract Management department):

 <p>DocuSigned by:  Chris Lamon DF16087C9F0E4C8...</p>	<p>5/21/2024</p> <p>Date</p>	 <p>(2) Project Architect/Engineer</p> <p>5-21-2024</p> <p>Date</p>
 <p>(3) Owner's Representative</p> <p>5/30/24</p> <p>Date</p>	 <p>(4) Director of Purchasing & Contract Management</p> <p>5/30/24</p> <p>Date</p>	<p>5/30/2024</p> <p>Date</p>
 <p>(5) Capital Project Manager</p> <p>5/30/24</p> <p>Date</p>	 <p>(6) City Attorney</p> <p>6-10-24</p> <p>Date</p>	

Change Orders over \$50,000.00 require a Contract Cover Sheet and the following signatures:

(7) Mayor	Date	(8) City Secretary	Date
Council Date: _____ Agenda Item #: _____ Resolution #: _____			

Project:	87th Street and 3rd Street 2.0 MG EST	Project Number:	
Owner:	City of Lubbock		92753.9241.30000
Contractor:	Landmark Structures		1740/1741
Engineer:	Freese and Nichols, Inc.		LUB18410-B

Change Order No.:	002	Date:	5/17/2024
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Make the following additions, modifications, or deletions to the Work described in the Contract Documents:


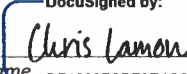
Change Order #2				
Item No.	Description of Item	Days Added	Credit	Addition
CP-005	Access Tube Plugs & Temp Transmitter	5		\$12,362.00
CP-006	87th and 3rd Flume revision			\$12,300.00
CP-007	3rd St Apply City Logos in Air			\$8,400.00
CP-008	87th St Business Concrete Approach and Partial Driveway			\$26,200.00
CP-009	3rd St CMU Wall Modification			\$6,637.00
RCP-007.2	3rd St CMU Wall Photocell Modification			\$20,545.00
RCP-009	87th and 3rd Pedestal Blast Credit		(\$24,000.00)	
RCP-010	Anti-graffiti Coating at 50th and Milwaukee EST's	30		\$16,609.00
CP-10	Site Restoration Moidifications	30	(\$15,000.00)	
			(\$39,000.00)	\$103,053.00
NET Addition				\$64,053.00

The compensation in this Change Proposal is the full, complete, and final compensation for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work as a result of this Contract Amendment. The changes in Contract Times are the complete and final adjustments for direct impacts to the ability of the Contractor to complete the Work within the Contract Times and are the only adjustments to which the Contractor is entitled.

a	Original Contract Price	\$16,428,784.24
b	Previously Approved Change Order Amounts	\$42,265.00
c	Adjusted Contract Price (a + b)	\$16,471,049.24
d	Change Order Amount	\$64,053.00
e	Revised Contract Price (c + d)	\$16,535,102.24

Project: 87th Street and 3rd Street 2.0 MG EST		Project Number:	
Owner: City of Lubbock		92753.9241.30000	
Contractor: Landmark Structures		1740/1741	
Engineer: Freese and Nichols, Inc.		LUB18410-B	

f	Percent Change to Date:	0.65%	g	Change in Days this Change Order:	65
Completion Dates:		Original	Previous		Current
Substantial	h	03/02/2024	i	03/02/2024	j 03/21/2024
Final	k	05/01/2024	l	05/01/2024	m 07/05/2024

Recommended by: FREESE AND NICHOLS, INC.			
	5-17-24		
<small>Name</small>	<small>Date</small>		
Approved by: Landmark Structures		Approved by: CITY OF LUBBOCK	
<small>DocuSigned by:</small>	5/20/2024		
			
<small>Name</small>	<small>Date</small>	<small>Name</small>	<small>Date</small>

DS

MP

DS

MW

Office of Purchasing and Contract Management Change Order

Contract No: 16162	Contractor: Landmark Structures, LP
Change Order No: 001	Contract Title: 3 rd and 87 th Street 2.0 MG Elevated Storage Tanks
Bid/RFP No: PUR-2021-16162	Project No: 92753.9241.30000

"Change Order" means a written order to a Contractor, executed by the Owner, in accordance with the Contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the Contract documents, or an adjustment to the compensation payable to the Contractor, or to the time for performance of the Contract and completion of the project, or a combination thereof, which does not alter the nature of project and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line item in a Unit Price Contract do not require a Change Order. All work that alters the nature of the construction or that is not an integral part of the project objective must be let out for public bid.

Description of Change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project (attached additional pages is necessary:

Change Order 001 to Contract 16162 with Landmark Structures, LP includes Change Proposals 001 thru 004, as listed below:
<ul style="list-style-type: none"> CP-001 - Relocate Floor Drains and Pax Mixer Panel on the 3rd St and 87th St ESTs - \$16,800.00 CP-002 - Add Position Indicators to Altitude Valves to 50th St, Milwaukee, 3rd St, and 87th St ESTs- \$43,040.00 CP-003 - Credit for Texas Tech Logo on 3rd St EST - (\$20,000.00) CP-004 - Replace Damaged Distribution Block on Solenoid at 50th St EST - \$2,425.00
Change Order 001 does not include any additional construction days.

Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial Contract, no deviations are allowed in computing negotiated change order costs.

ITEMIZED COSTS MUST BE FULLY DOCUMENTED AND ATTACHED TO THIS FORM.

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	\$16,428,784.24
B.	AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) \$50,000	\$42,265.00
	COST CENTER: 4545 ACCOUNT: 92753.9241.30000	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)	0.25%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$0
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)	\$42,265.00
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)	0.25%
G.	NEW CONTRACT AMOUNT (A+E):	\$16,471,049.24

It is mutually agreed that the above dollar amount and the time extension, as applicable, as set forth in this Change Order constitutes full compensation to the Contractor for all costs, expenses and damages to the Contractor, whether direct, consequential or otherwise, in anyway incident to, or arising out of, or resulting directly or indirectly; from the work performed or modified by the Contractor under this Change Order.

This Change Order is not valid without the following signatures (please sign in order and return 3 originals with the Contract Cover Sheet to Purchasing and Contract Management department):

<p>-DS up</p> <p>DocuSigned by: Benjie Talley 82D44F72FA7E4A5...</p> <p>(1) Contractor</p> <p>Cheryl Brown (3) Owner's Representative</p> <p>(5) Capital Project Manager</p>	<p>1/20/2023 Date</p> <p>01/20/2023 Date</p> <p>2/1/23 Date</p>	<p>Ron Okeyen (2) Project Architect/Engineer</p> <p>Mike Sumire (4) Director of Purchasing & Contract Management</p> <p>(6) City Attorney</p>	<p>1/20/2023 Date</p> <p>2/01/2023 Date</p> <p>2-1-23 Date</p>
--	---	---	--

Change Orders over \$50,000.00 require a Contract Cover Sheet and the following signatures:

(7) Mayor	Date	(8) City Secretary	Date
Council Date: _____		Agenda Item #: _____ Resolution #: _____	

Project: 3rd and 87th Street EST

Owner: City of Lubbock

Contractor: Landmark

Engineer: Freese and Nichols, Inc.

Project Number:

92753.9241.30000

16162

LUB18410A

Change Order No.: 001 Date: 01/10/2023

Make the following additions, modifications, or deletions to the Work described in the Contract Documents:

Contract Modification:

CO-001			
Item	Description	Credit	Addition
CP-001	Relocate Floor Drain and Pax Mixer Panel		\$16,800.00
CP-002	Add Position Indicator to all EST Altitude Valves		\$43,040.00
CP-003	Credit for Texas Tech Logo 3 rd Street	(\$20,000.00)	
CP-004	50 th Street EST Replace Damaged Dis. Block on Solenoid		\$2,425.00
		(\$20,000.00)	\$62,265.00
		Net Total	\$42,265.00

No additional time added this Change Order

The compensation in this Change Proposal is the full, complete, and final compensation for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work as a result of this Contract Amendment. The changes in Contract Times are the complete and final adjustments for direct impacts to the ability of the Contractor to complete the Work within the Contract Times and are the only adjustments to which the Contractor is entitled.

a	Original Contract Price	\$16,428,784.24
b	Previously Approved Change Order Amounts	0.00
c	Adjusted Contract Price (a + b)	\$16,428,784.24
d	Change Order Amount	\$42,265.00
e	Revised Contract Price (c + d)	\$16,471,049.24
f	Percent Change to Date: 0.25%	g Change in Days this Change Order: 0
Completion Dates:		Original Previous Current
Substantial	h 03/02/2024	i 03/02/2024 j 03/02/2024
Final	k 05/01/2024	l 05/01/2024 m 05/01/2024

Recommended by: FREESE AND NICHOLS, INC.

Name

Date

Approved by:

Landmark Structures

DocuSigned by:

1/20/2023

Benjie Talley

Name

Date

Approved by:

CITY OF LUBBOCK

Name

Date

DS

MP

CP-001: Add Floor Drains, Electrical Receptacle and Relocate Pax Mixer Control Panel



Change Proposal

PROJECT	87th Street and 3rd Street 2.0 MG Elevated Storage Tanks	PROJECT NUMBER	
OWNER	City of Lubbock		92753.9241.30000
BUILDER	Landmark Structures I, LP		
DESIGNER	Freese and Nichols, Inc.		
CM	Ryan Opgenorth		

CP No.	CP-001
CP Description	RCP-001 - Add Floor Drain, Relocate PAX Mixer, Add Heat Blanket and Electrical Receptacle
Specification	
Drawing / Detail	

NOTIFICATION BY BUILDER

The Builder proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment and requests that you take the following action:

Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.

Cost Impact	\$ 16,800.00
Time Impact	0 days
Attachment	
Submitted By	Michael Pope
Date	10-26-2022

CONSTRUCTION MANAGER'S RESPONSE

We respond to your request as follows:

A Change Order will be issued based on the attached proposal.

Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.

Status	Recommended for Approval		
Action	Final Distribution		
Comments	Will be included as part of CO-001, Approved		
Attachments	CP-001-RCP-001-AddFloorDrainRelocatePAXMixerAddHeatBlanketandElectricalReceptacle-Michael Pope-Pending.pdf CP-001-RCP-001-AddFloorDrainRelocatePAXMixerAddHeatBlanketandElectricalReceptacle-Bailey Ratcliffe-Pending.pdf		
Response By	Bret Calvert	Date	01-04-2023

Job Name:	87th and 3rd Street EST
Landmark Project Number:	1740/1741
Prime Contract Change Order (PCCO) No.	001
Contract Change Order - Title:	Relocate Mixers Panel to Ground Level
Contract Change Order - Description of Scope of Work:	Relocate Mixer Panel to Ground Level at 87th and 3rd Street

CHANGE ORDER DETAIL						
ITEM DESCRIPTION	QTY	UNIT	UNIT RATE	ITEM AMOUNT	SUB - TOTAL	NOTES
ENGINEERING, PROJECT MANAGEMENT & ADMINISTRATION					\$700.00	
Design Engineering	1.00	HR	\$150.00	\$150.00		0
Design - CAD	2.00	HR	\$100.00	\$200.00		0
Program Management	0.00	HR	\$125.00	-		0
Project Management	2.00	HR	\$100.00	\$200.00		0
Project Management Administration	3.00	HR	\$50.00	\$150.00		0
Site Management	0.00	HR	\$100.00	-		0
EHS / QC Management	0.00	HR	\$100.00	-		0
Other	1.00	HR	-	-		0
Other	0.00	HR	-	-		0
Other	0.00	HR	-	-		0
MATERIALS & SERVICES					\$0.00	
0						0
0						0
0						0
0						0
0						0
0						0
0						0
0						0
0						0
0						0
0						0
0						0
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0						0
0						0
0						0
0						0
0						0
FABRICATION & CONSTRUCTION					\$0.00	
Labour						
0						0
0						0
0						0
0						0
0						0
0						0
0						0
0						0
Equipment						
0						0
0						0
0						0
0						0
0						0
0						0
0						0
0						0
SUBCONTRACT					\$5,640.00	
0						0
0						0
87th Street - Relocate Mixer Control Panel to Ground Level	1.00	LS	\$7,820.00	7,820.00		W-Industries
3rd Street - Relocate Mixer Control Panel to Ground Level	1.00	LS	\$7,820.00	7,820.00		W-Industries
0						0
0						0
0						0
0						0
0						0
0						0
SUMMARY - CHANGE ORDER AMOUNT						
ENGINEERING, PROJECT MANAGEMENT & ADMINISTRATION					\$700.00	
MATERIALS & SERVICES					\$0.00	
FABRICATION & CONSTRUCTION					\$0.00	
SUBCONTRACT					\$5,640.00	
Sub-Total					\$6,340.00	
1.00% Bonds and Insurance					\$190.20	
20.00% Overhead & Fee					\$1,270.00	
TOTAL AMOUNT OF THIS CHANGE ORDER					\$7,800.00	
SUMMARY - CHANGE ORDER COMPLETION TIME IMPACT						
Days Added - this Change					0 Days	
Days Added - this Change + prior Changes					0 Days	
Substantial Completion Date - Original					January 1, 2020	
Substantial Completion Date - Current (with this Change Order)					January 1, 2020	
Final Completion Date - Original					February 1, 2020	
Final Completion Date - Current (with this Change Order)					February 1, 2020	

15% GC, 5% Subcontractor

CP-002: Add Position Transmitters to the Altitude Valves



Change Proposal

PROJECT	87th Street and 3rd Street 2.0 MG Elevated Storage Tanks	PROJECT NUMBER	
OWNER	City of Lubbock	92753.9241.30000	
BUILDER	Landmark Structures I, LP		
DESIGNER	Freese and Nichols, Inc.		
CM	Ryan Opgenorth		

CP No.	CP-002
CP Description	Add Position Transmitters to the Altitude Valves
Specification	
Drawing / Detail	

NOTIFICATION BY BUILDER

The Builder proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment and requests that you take the following action:

Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.

Cost Impact	\$ 43,040.00
Time Impact	0 days
Attachment	
Submitted By	Michael Pope
Date	10-26-2022

CONSTRUCTION MANAGER'S RESPONSE

We respond to your request as follows:

A Change Order will be issued based on the attached proposal.

Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.

Status	Recommended for Approval		
Action	Final Distribution		
Comments	Will be included as part of CO-001, Approved		
Attachments	CP-002-AddPositionTransmitterstotheAltitudeValves-Michael Pope-Pending.pdf CP-002-AddPositionTransmitterstotheAltitudeValves-Bailey Ratcliffe-Pending.pdf		
Response By	Bret Calvert	Date	01-04-2023

Job Name:	87th and 3rd Street EST
Landmark Project Number:	1740/1741
Prime Contract Change Order (PCCO) No.	002
Contract Change Order - Title:	Add Positiner to Altitude Valves
Contract Change Order - Description of Scope of Work:	Add valve positiner to altitude valves, wire and modify programming as required.



— MODEL — **X117D**

Valve Position Transmitter



- Accurately Monitors Valve Position
- Environmentally Sealed to IP-68
- Featured on Electronic Control Valves
- Easy Field Adjustments
- Compact and Rugged Construction

The Cla-Val Model X117D Valve Position Transmitter is an accurate monitor of valve position. Through an industry standard 4-20 mA output, the X117D delivers the accuracy required for computer-guided control valve systems (SCADA type).

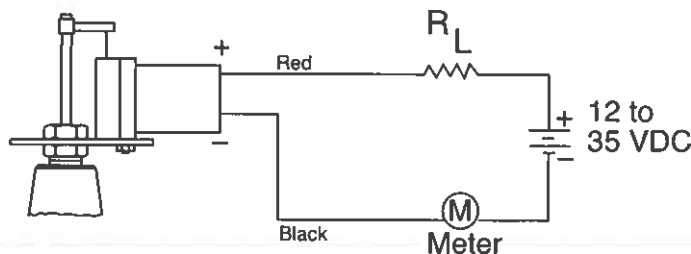
The electronic components are enclosed in a rugged, sealed aluminum and stainless steel housing. The assembly is mounted externally on the cover of a Cla-Val main valve. An extension of the valve stem projects outside of the cover at the center boss and is mechanically linked to the electronic components with an extensible wire rope.

As the valve stem rises and lowers, the X117D provides an output signal in direct proportion to the valves position. An internal spring maintains constant tension on the wire rope for virtually no hysteresis

Wiring Diagram

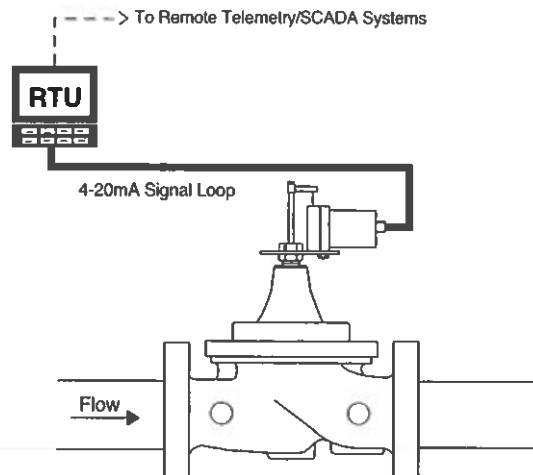
The signal from the position sensing mechanism wire rope is converted to a two-wire 4 to 20 mA current output. The voltage compliance range is 14 to 35 VDC. The required, but not supplied, maximum load resistance can be calculated using the following formula:

$$R_L \text{ Max.} = \frac{V_{\text{supply}} - 12.5}{.020}$$

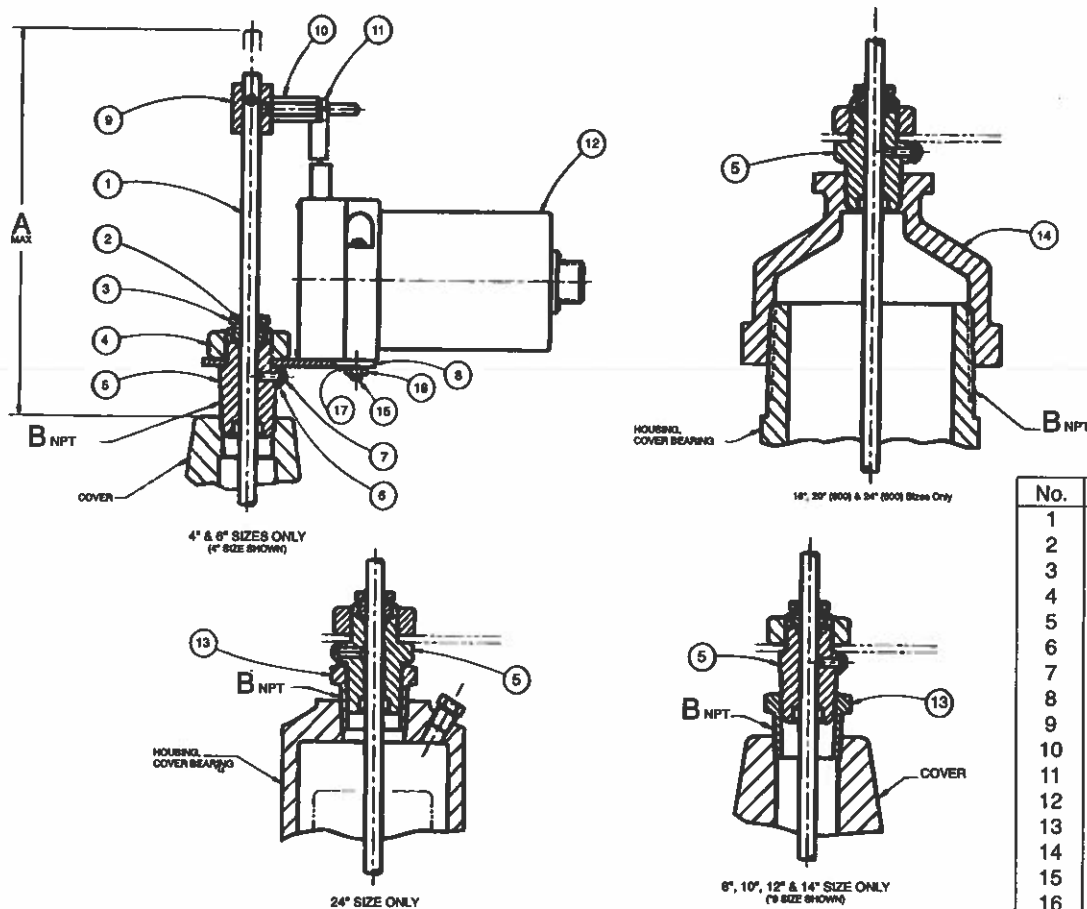


Typical Installation

The X117D Valve Position Transmitter can be used to transmit valve position to the optional 131VC-3 Electronic Valve Controller.



Dimensions



Dimensions (In Inches)

Valve Size	1¼"	1½"	2"	2½"	3"	4"	6"	8"	10"	12"	14"	16"	20"	24"	30"	36"	42"	48"
A (Max)	10.68	10.68	7.75	7.50	7.65	10.00	10.00	10.62	10.75	11.44	12.75	12.75	14.75	14.75	16.17	16.17	CF*	CF*
B NPT	.25	.25	.50	.50	.50	.75	.75	1.00	1.00	1.25	1.50	2	1	1	2	2	CF*	CF*

* Consult Factory

Specifications

Fits Valve Sizes
4" thru 48"

Pressure Rating
400 psi Max.

Temperature
-13° to 180° F

Materials

Cast aluminum and stainless steel housing
Steel bracket
Brass adapter
Stainless steel stem
Buna-N® synthetic rubber seals
Other materials available as additional cost option

Electrical

Housing, weather sealed NEMA 6 (IP-68)

Output Current: 4-20 mA

Adjustment Range

At 4mA 0 to 30% of Range
At 20mA 80% to 100% of Range

Insulation

100 Meg Ohms min. at 100 VDC

Repeatability ± 0.015% Full Scale

Protection for reversed polarity

Wiring

Red wire for positive
Black wire for negative

When Ordering, Please Specify

- For New Valves – At time of order specify:
"with X117D Installed".
- For Retrofitting existing valves give all nameplate data of valve to which X117D will be installed.



CLA-VAL

PO Box 1325 Newport Beach CA 92659-0325
Phone: 949-722-4800 • Fax: 949-548-5441

CLA-VAL CANADA

4687 Christie Drive
Beamsville, Ontario
Canada LOR 1B4
Phone: 905-563-4963
Fax: 905-563-4040

CLA-VAL EUROPE

Chemin des Mesanges 1
CH-1032 Romanel/
Lausanne, Switzerland
Phone: 41-21-643-15-55
Fax: 41-21-643-15-50

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www.cla-val.com

Represented By:

CP-003: Credit for Texas Tech Logo, 3rd Street EST



Change Proposal

PROJECT	87th Street and 3rd Street 2.0 MG Elevated Storage Tanks	PROJECT NUMBER	
OWNER	City of Lubbock	92753.9241.30000	
BUILDER	Landmark Structures I, LP		
DESIGNER	Freese and Nichols, Inc.		
CM	Ryan Opgenorth		

CP No.	CP-003
CP Description	Remove Cost of Bid Item 6-3
Specification	
Drawing / Detail	

NOTIFICATION BY BUILDER

The Builder proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment and requests that you take the following action:

Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.

Cost Impact	\$ -20,000.00
Time Impact	0 days
Attachment	
Submitted By	Michael Pope
Date	10-26-2022

CONSTRUCTION MANAGER'S RESPONSE

We respond to your request as follows:

A Change Order will be issued based on the attached proposal.

Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.

Status	Recommended for Approval		
Action	Final Distribution		
Comments	Approved, Credit will be part of CO-001		
Attachments	CP-003-RemoveCostofBidItem6-3-Bailey Ratcliffe-Pending.pdf		
Response By	Bret Calvert	Date	01-04-2023

CP-004: 50th Street Altitude Valve Replacement Distribution Block Assembly



Change Proposal

PROJECT	87th Street and 3rd Street 2.0 MG Elevated Storage Tanks		PROJECT NUMBER
OWNER	City of Lubbock		92753.9241.30000
BUILDER	Landmark Structures I, LP		
DESIGNER	Freese and Nichols, Inc.		
CM	Ryan Opgenorth		

CP No.	CP-004		
CP Description	Altitude Valve Solenoid Replacement Parts		
Specification			
Drawing / Detail			

NOTIFICATION BY BUILDER			
<p><i>The Builder proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment and requests that you take the following action:</i></p> <p>Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.</p>			
Cost Impact	\$ 2,425.00		
Time Impact	0 days		
Attachment	CP-004-AltitudeValveSolenoidReplacementParts-Michael Pope-Pending.pdf		
Submitted By	Michael Pope	Date	01-09-2023

CONSTRUCTION MANAGER'S RESPONSE			
<p><i>We respond to your request as follows:</i></p> <p>A Change Order will be issued based on the attached proposal.</p> <p><i>Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.</i></p>			

Status	Recommended for Approval		
Action	Final Distribution		
Comments	Bailey Ratcliffe Approved. CP-001 thru CP-004 will be taken to council as Change Order 01 on February 14 with staff recommendation to approve.		
Attachments	CP-004-AltitudeValveSolenoidReplacementParts-Michael Pope-Pending.pdf		
Response By	Bret Calvert	Date	01-10-2023

Job Name:	87th and 3rd Street EST
Landmark Project Number:	1740/1741
Prime Contract Change Order (PCCO) No.	004
Contract Change Order - Title:	Altitude Valve Solenoid
Contract Change Order - Description of Scope of Work:	Distribution block on solenoid was damaged as a result of freezing temperatures, and required replacement

CHANGE ORDER DETAIL						
ITEM DESCRIPTION	QTY	UNIT	UNIT RATE	ITEM AMOUNT	SUB - TOTAL	NOTES
ENGINEERING, PROJECT MANAGEMENT & ADMINISTRATION					\$0.00	
Design Engineering	0.00	HR	\$150.00	-	0	
Design - CAD	0.00	HR	\$100.00	-	0	
Program Management	0.00	HR	\$125.00	-	0	
Project Management	0.00	HR	\$100.00	-	0	
Project Management Administration	0.00	HR	\$50.00	-	0	
Site Management	0.00	HR	\$100.00	-	0	
EHS / QC Management	0.00	HR	\$100.00	-	0	
Other	0.00	HR	-	-	0	
Other	0.00	HR	-	-	0	
Other	0.00	HR	-	-	0	
MATERIALS & SERVICES					\$2,425.00	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
Non-Warranty Altitude Part Replacement	1.00	EA	\$2,425.00	2,425.00	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
FABRICATION & CONSTRUCTION					\$0.00	
Labour				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
Equipment				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
SUBCONTRACT					\$0.00	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
0				-	0	
SUMMARY - CHANGE ORDER AMOUNT						
ENGINEERING, PROJECT MANAGEMENT & ADMINISTRATION					\$0.00	
MATERIALS & SERVICES					\$2,425.00	
FABRICATION & CONSTRUCTION					\$0.00	
SUBCONTRACT					\$0.00	
Sub-Total					\$2,425.00	
0.00% Bonds and Insurance					\$0.00	
0.00% Overhead & Fee					\$0.00	
TOTAL AMOUNT OF THIS CHANGE ORDER					\$2,425.00	
SUMMARY - CHANGE ORDER COMPLETION TIME IMPACT						
Days Added - this Change					0 Days	
Days Added - this Change + prior Changes					0 Days	
Substantial Completion Date - Original					January 1, 2020	
Substantial Completion Date - Current (with this Change Order)					January 1, 2020	
Final Completion Date - Original					February 1, 2020	
Final Completion Date - Current (with this Change Order)					February 1, 2020	

Michael Pope

From: Bret Calvert <bsc@freese.com>
Sent: Wednesday, January 4, 2023 9:56 AM
To: Michael Pope
Cc: BRatcliffe@mail.ci.lubbock.tx.us
Subject: RE: 50th and Milwaukee EST's

Michael,

Go ahead and order 1 complete assembly and have it shipped for over night delivery. Bailey is going to check with operations and see if they want to order extra's for replacement parts. Also, will you have a crew onsite to install or do I need to coordinate with City Operations?

Please send us a confirmation that the part is on its way.

Thanks

Bret Calvert, CCM
Freese and Nichols I Associate I NTx PMCM

Mobile: 817-897-8510
bret.calvert@freese.com

From: Michael Pope <mpope@teamlandmark.com>
Sent: Tuesday, January 3, 2023 3:53 PM
To: Bret Calvert <bsc@freese.com>; Kelly Smith <Kelly.Smith@freese.com>
Subject: FW: 50th and Milwaukee EST's

This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. Please report all suspicious messages using the Report Message button in Outlook.

See below. Which item do you want?

CSM-11-HC Complete Assembly 21065701A \$ 2,425

CSM-11-HC Distributor 21149801B \$ 1,290

Michael Pope
Landmark Structures
Mobile: 832-414-1412

mpope@teamlandmark.com • www.teamlandmark.com



From: Michael Pope <mpope@teamlandmark.com>
Sent: Thursday, December 29, 2022 11:45 AM
To: Tracy Staats <tstaats@cla-val.com>
Cc: Kelly Smith <Kelly.Smith@freese.com>; Bret Calvert <bsc@freese.com>
Subject: FW: 50th and Milwaukee EST's

Tracy to follow our conversation, how can we isolate that solenoid to allow the altitude valve to operate with out having the solenoid close function – so that it will just operat off the pilot?

Also, what is the best way to get this solenoid valve back into operations? You mentioned replacing the block under the solenoid – how is this done and how soon could the replacement parts be shipped to Lubbock?

Kelly/Bret – Tracy's contact information is below

Tracy Staat
214-762-4678
tstaats@cla-val.com

Michael Pope
Landmark Structures
Mobile: 832-414-1412
mpope@teamlandmark.com • www.teamlandmark.com



From: Michael Pope
Sent: Thursday, December 29, 2022 10:37 AM
To: Tracy Staats <tstaats@cla-val.com>
Cc: Kelly Smith <Kelly.Smith@freese.com>; Bret Calvert <bsc@freese.com>
Subject: FW: 50th and Milwaukee EST's

How easy can this gasket be replaced?

Michael Pope
Landmark Structures
Mobile: 832-414-1412
mpope@teamlandmark.com • www.teamlandmark.com



From: Kelly Smith <Kelly.Smith@freese.com>
Sent: Wednesday, December 28, 2022 4:21 PM
To: Michael Pope <mpope@teamlandmark.com>
Cc: Bret Calvert <bsc@freese.com>; Ryan Opgenorth <rmo@freese.com>
Subject: Re: 50th and Milwaukee EST's

Michael,
Attached are pictures of the gasket that froze and broke. The picture of the gauge is what froze up and was giving false water level readings. Let me know what the options are for getting 50th up and running as soon as possible.

Thank you,
Kelly Smith

Get [Outlook for iOS](#)

From: Kelly Smith
Sent: Wednesday, December 28, 2022 10:00:49 AM
To: Michael Pope <mpope@teamlandmark.com>
Cc: Bret Calvert <bsc@freese.com>; Ryan Opgenorth <rmo@freese.com>
Subject: 50th and Milwaukee EST's

Michael,

I received a call from the City of Lubbock about 50th and Milwaukee elevated storage tanks. 50th is leaking water from around the altitude valve and during the freezing weather some of the small piping froze. Mainly the line for the level indicator gauge, it froze up and the control room could not see the level of the tank. Milwaukee had the same problem with the line to the level indicator gauge. Once the temperature rose both tanks level indicators resumed to proper functioning, however 50th is currently leaking water from the altitude valve. I am going to meet a City of Lubbock representative at 50th St today to try to locate where the leak is coming from, but as you know these projects have been turned over to the City of Lubbock. I will let you know if the source of the leak can be determined, but Landmark needs to have warranty personnel ready to come repair the valve. I was told that as of now the 50th St EST is offline and not functioning due to the leak. Please let me know what the plan is, so I can relay to the City of Lubbock.

Thank you,

Kelly Smith

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recipient is hereby notified to treat the information as confidential and privileged and to not disclose or use the information except as authorized by sender's organization. Any unauthorized review, printing, retention, copying, disclosure, distribution, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this message in error, please immediately contact the sender by reply email and delete all copies of the material from any computer. Thank you for your cooperation.

February 8, 2022

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. 16162 for 87th Street and 3rd Street 2.0 MG Elevated Storage Tanks, by and between the City of Lubbock and Landmark Structures I, L.P., of Fort Worth, 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 February 8, 2022.



DANIEL M. POPE, MAYOR

ATTEST:



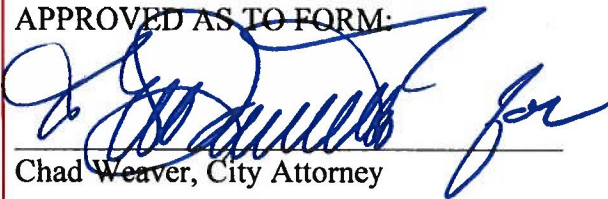
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Chad Weaver, City Attorney

REVISED-1

**PROPOSAL SUBMITTAL FORM
PRICE PROPOSAL CONTRACT**

DATE: December 2, 2021

PROJECT NUMBER: **RFP 22-16162-TF 87th Street and 3rd Street 2.0 MG Elevated Storage Tanks**

Proposal of Landmark Structures I, L.P. (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the **87th Street and 3rd Street 2.0 MG Elevated Storage Tanks** having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated. The price to cover all expenses incurred in performing the work required under the contract documents.

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 740 (to Substantial Completion)

TOTAL CONSECUTIVE CALENDAR DAYS: 800 (to Final Completion)

(not to exceed 740 consecutive calendar days to Substantial Completion / 800 consecutive calendar days to Final Completion).

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **740 Consecutive Calendar Days** with **final completion** within **800 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **\$1,204.28** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **\$1,204.28** 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.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Offerors. Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing. The Offeror agrees that this proposal shall be good for a period of sixty (60) calendar days after the scheduled closing time for receiving proposals.

The undersigned Offeror hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this proposal,

City of Lubbock, TX

Public Works

RFP 22-16162-TF

87th Street and 3rd Street 2.0 MG Elevated Storage Tanks

Landmark Structures I, L.P. of Fort Worth, TX

Item	Description	QTY (+/-)	UoM	Unit Cost	Extended Cost
87th Street EST					
	87th Street 2.0 MG Composite EST and all				
#1-1	Other Pertinent Work Not Included in Item A – General Items	1	LS	\$ 5,859,000.00	5,859,000.00
A. 87th Street EST General Items					
#2-1	Tank Electrical	1	LS	350,000.00	350,000.00
#2-2	Bowl Lighting	1	LS	90,000.00	90,000.00
#2-3	SCADA	1	LS	100,000.00	100,000.00
#2-4	Tank Mixing System	1	LS	40,000.00	40,000.00
#2-5	Interior Coating System for 87th Street EST – IW-02	1	LS	280,000.00	280,000.00
#2-6	Pedestal Blasting	1	LS	12,000.00	12,000.00
#2-7	Site Clearing, Grubbing, and Earthwork	1	LS	155,000.00	155,000.00
#2-8	Chain-Link Fencing	1011	LF	55.00	55,605.00
#2-9	8" Concrete Paving	591	SY	120.00	70,920.00
#2-10	87th Street Paving; Earthwork	1	LS	30,000.00	30,000.00
#2-11	2" Type C HMA and Subgrade	770	LF	195.00	150,150.00
#2-12	Curb and Gutter	637	LF	30.00	19,110.00
#2-13	Concrete Swale	1	LS	11,200.00	11,200.00
#2-14	20" Water Line	183	LF	\$1,122.15 1,650.00	301,950.00 ^{205,353.45}
#2-15	Connection to Existing 20" Water Line	1	EA	27,200.00	27,200.00
#2-16	20" Butterfly Valve	1	EA	21,500.00	21,500.00
#2-17	6" FH Assembly	1	EA	12,415.00	12,415.00
#2-18	4" Sewer Line	166	LF	25.00	4,150.00
#2-19	Trench Safety	349	LF	5.00	1,745.00
#2-20	SWPPP	1	LS	5,000.00	5,000.00
#2-21	Mobilization (Not to exceed 3% of Base Bid)	1	LS	162,055.00	162,055.00
3rd Street EST					
	3rd Street 2.0 MG Composite EST – and All				
#3-1	Other Pertinent Work Not Included in Item B – General Items	1	LS	6,385,000.00	6,385,000.00
B. 3rd Street EST General Items					
#4-1	Tank Electrical	1	LS	500,000.00 ^{\$393,200.00}	500,000.00 ^{393,200.00}
#4-2	Bowl Lighting	1	LS	90,000.00	90,000.00
#4-3	SCADA	1	LS	100,000.00	100,000.00
#4-4	Tank Mixing System	1	LS	40,000.00	40,000.00

City of Lubbock, TX

Public Works

RFP 22-16162-TF

87th Street and 3rd Street 2.0 MG Elevated Storage Tanks

Landmark Structures I, L.P. of Fort Worth, TX

Item	Description	QTY (+/-)	UoM	Unit Cost	Extended Cost
#4-5	Interior Coating System for 3rd Street EST – IW-02	1	LS	280,000.00	280,000.00
#4-6	Pedestal Blasting	1	LS	12,000.00	12,000.00
#4-7	Site Clearing, Grubbing, and Earthwork	1	LS	155,000.00	155,000.00
#4-8	Site Demolition	1	LS	400,000.00	400,000.00
#4-9	Split Face CMU Fencing	0 877	LF	\$0.00 450.00	394,650.00 0.00
#4-10	Chain-Link Fencing	966 89	LF	\$55.00 150.00	13,350.00 53,130
#4-11	8" Concrete Paving	460	SY	130.00	59,800.00
#4-12	Concrete Swale	1	LS	23,000.00	23,000.00
#4-13	20" Water Line	61	LF	\$2,061.39 2,500.00	152,500.00 125,744.79
#4-14	Connection to Existing 20" Water Line	1	EA	65,000.00	65,000.00
#4-15	20" Butterfly Valve	1	EA	21,500.00	21,500.00
#4-16	6" FH Assembly	1	EA	12,415.00	12,415.00
#4-17	4" Sewer Line	137	LF	25.00	3,425.00
#4-18	Trench Safety	198	LF	5.00	990.00
#4-19	SWPPP	1	LS	5,000.00	5,000.00
#4-20	Mobilization (Not to exceed 3% of Base Bid)	1	LS	171,370.00	171,370.00

Using only chain-link fencing instead of chain-link and CMU fencing.

Changed 20" water line from bar-wrapped pipe to ductile iron.

C. National Pump

#5-1	National Pump Chain Link Fencing	863	LF	72.00	62,136.00
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D. Alternates

#6-1	Access Tube Spiral Staircase at 87th Street EST	1	LS	175,000.00	175,000.00
#6-2	Access Tube Spiral Staircase at 3rd Street EST	1	LS	175,000.00	175,000.00
#6-3	3rd Street EST: Texas Tech Logos	2	EA	10,000.00	20,000.00
#6-4	Alternate Interior Coating System for 87th Street EST – IW-03	1	LS	(87,000.00)	(87,000.00)
#6-5	Alternate Interior Coating System for 3rd Street EST – IW-03	1	LS	(87,000.00)	(87,000.00)

Not awarding Alternates 6-1 and 6-2.

Total (Item 1-1):	5,859,000.00
Total (Item 2-1 through 2-21):	1,900,000.00 1,803,403.45
Total (Item 3-1):	6,385,000.00
Total (Item 4-1 through 4-20):	2,500,000.00 2,011,574.79
Total (Item 5-1):	62,136.00
Total (Item 6-1 through 6-5):	196,000.00 154,000
Total (Items 1-1, 2-1 through 2-21, 3-1, 4-1 through 4-20, 5-1, 6-3, 6-4, and 6-5):	\$ 16,552,136.00 \$15,967,114.24

REVISED-1

and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

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

REVISED-1

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for

_____ Dollars (\$_____) or a Proposal Bond in the sum of Five Percent of Bidder's Maximum Price Dollars (\$ 5%), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

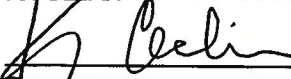
Pursuant to Texas Local Government Code 252.043(g), a competitive sealed proposal that has been opened may not be changed for the purpose of correcting an error in the proposal price. THEREFORE, ANY CORRECTIONS TO THE PROPOSAL PRICE MUST BE MADE ON THE PROPOSAL SUBMITTAL FORM PRIOR TO PROPOSAL OPENING.

Date: December 2, 2021


Authorized Signature
Chris Lamon, President of Landmark Structures Management Inc., General Partner
(Printed or Typed Name)

(Seal if Offeror is a Corporation)

ATTEST: Keri Adrian-Williams


Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 10/26/2021
Addenda No. 2 Date 10/28/2021
Addenda No. 3 Date 11/4/2021
Addenda No. 4 Date 11/10/2021
Addenda No. 5 11/15/2021
Addenda No. 6 11/19/2021

Landmark Structures I, L.P.
Company
1665 Harmon Road
Address
Fort Worth, Tarrant
City, County
Texas, 76177
State Zip Code
Telephone: 817 - 439.8888
Fax: 817 - 230.2070
Email: estimating@teamlandmark.com
FEDERAL TAX ID or SOCIAL SECURITY
No.
98-0226458

M/WBE Firm:

<u>N/A</u>	Woman	<u>N/A</u>	Black American	<u>N/A</u>	Native American
<u>N/A</u>	Hispanic American	<u>N/A</u>	Asian Pacific American	<u>N/A</u>	Other (Specify)

LANDMARK STRUCTURES MANAGEMENT INC.

The undersigned, being all of the directors of LANDMARK STRUCTURES MANAGEMENT INC., do hereby take the following action by written consent, pursuant to the provisions of Section 141(f) of the General Corporation Law of the State of Delaware.

Adoption of the following Resolutions:

WHEREAS, Landmark Structures Management Inc. (the "Company") is the general partner of Landmark Structures I, LP; and

WHEREAS, the Company from time to time submits bids and negotiates contracts and enters into contracts for and on behalf of Landmark Structures I, LP; and

WHEREAS, the Company wishes to authorize Christopher Lamon, President of the Company, and William O. Fields, Jr., Vice President of the Company, to undertake such activities on behalf of the Company acting as general partner, and on behalf of Landmark Structures I, LP; and

WHEREAS, the Company wishes to extend authority to each of Christopher Lamon and William O. Fields, Jr. to take such action without the necessity of the joinder of the other in submitting bids and negotiating contracts and entering into contracts on behalf of Landmark Structures I, LP;

NOW, THEREFORE, BE IT RESOLVED that Christopher Lamon and William O. Fields, Jr., acting without the joinder of the other, are authorized as follows:


- a) to submit bids and/or to negotiate contracts and/or to enter into contracts for and on behalf of Landmark Structures I, LP; and
- b) to execute and deliver such documents and to take such other actions as he considers necessary or advisable to give effect to this resolution and the transactions provided for herein.

BE IT FURTHER RESOLVED, that any bid submitted and/or any contract negotiated and/or any contract entered into by Christopher Lamon as President of the Company or William O. Fields, Jr., Vice President of the Company, as witnessed by his signature thereto is hereby recognized as binding upon Landmark Structures I, LP, and the Company.


Dated: March 23, 2017



Christopher Lamon



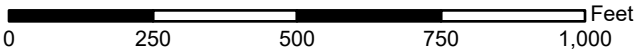
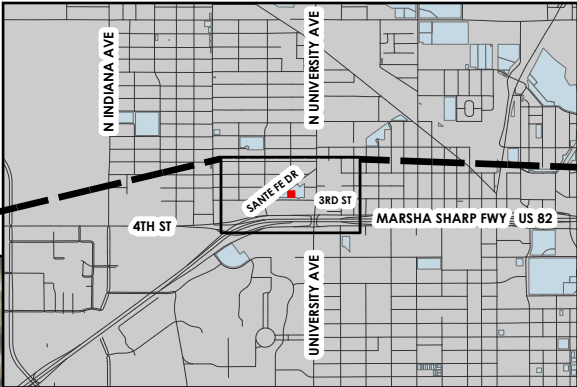
Susan Lamon



William O. Fields, Jr.





Proposed 2.0 Million Gallon Elevated Storage Tank



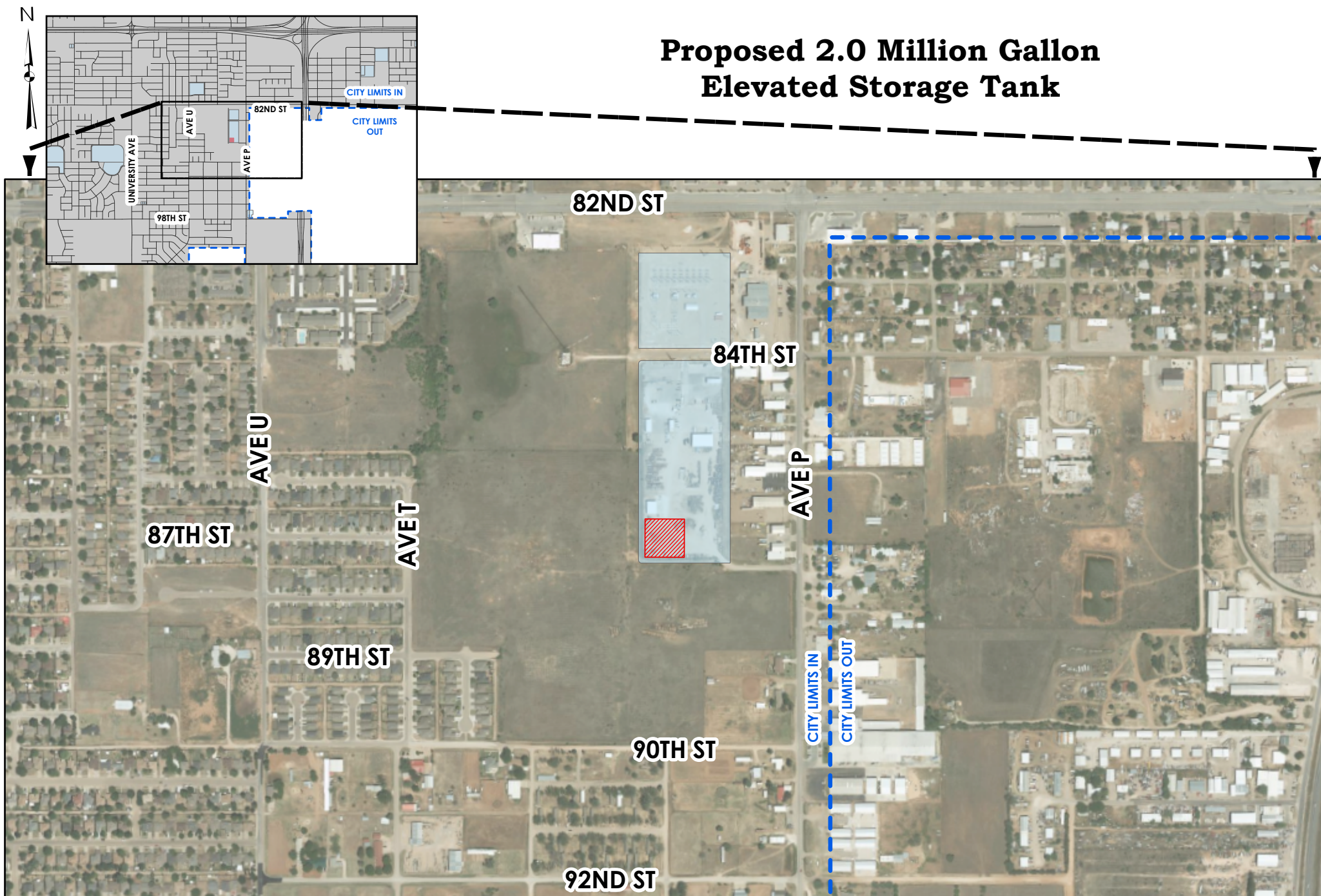
As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative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

Legend

-  Proposed 2 Million Gallon Storage Tank
-  City Property



Digital Orthophotography - April 2020



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.



CIP 92753 Elevated Storage Tanks Phase II

Infrastructure Improvements

Project Manager: Mike Keenum - Engineering

Project Scope

This project includes the construction of two (2) new two (2) million gallon elevated storage tanks (ESTs) within the next 20 years to meet the Texas Commission of Environmental Quality (TCEQ) elevated storage requirements for the projected population. This project includes engineering and construction phase services associated with the elevated storage improvements for the City of Lubbock. Once all the proposed EST's are in place the City will begin to see savings in electrical cost and reduced maintenance cost at pump station by allowing the pump stations to run at optimal ranges.

Project Justification

The TCEQ requires 100 gallons of elevated storage per connection resulting in four (4) Million gallons on the east pressure plane and six (6) million gallons on the west pressure plane for a total of ten (10) million gallons across the City. These storage tanks will also provide an opportunity to optimize pump efficiencies within the City of Lubbock saving on power costs and provide for pressure during power outages.

Project Highlights

Council Priorities Addressed:

Community Improvement
Growth and Development
Fiscal Discipline

Project History

- FY 2021-22 \$16,700,000 was appropriated by Ord. 2021-00126
- FY 2021-22 \$1,500,000 was appropriated by BCR 2022-07
- FY 2023-23 \$331,270 was transferred from CIP 92452 by BCR 2023-14

Project Dates

Construction Bid Date: 12/2021
Constructions Award Dater: 02/2022
Construction Start Date: 02/2022
Construction Completion Date: 07/2024

Project Location

City-wide

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	\$1,531,270	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$17,000,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$18,531,270	\$0	\$0	\$0	\$0	\$0	\$0

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Water/Wastewater Fund Cash	\$14,900,000	\$0	\$0	\$0	\$0	\$0	\$0
Water/Wastewater Fund Revenue Bonds	\$3,631,270	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$18,531,270	\$0	\$0	\$0	\$0	\$0	\$0

Operating Budget Impacts

Description	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	Total
No Impact Anticipated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**City of Lubbock, TX
Capital Project
Project Cost Detail
July 23, 2024**

Capital Project Number: 92753

Capital Project Name: Elevated Storage Tanks

<i>Encumbered/Expended</i>	Budget
City of Lubbock Staff time	\$ 23,460
Advertisement	324
Contract 16162 with Landmark Structures I, L.P.	16,428,784
Purchase Orders w/ Guardian Security Solutions for Tank Cameras	99,928
Amendment 1 to Contract 15977 with FNI	1,189,470
Change Order No. 1 to Contract 16162	42,265
Amendment 2 to Contract 15977 with FNI	95,000

Agenda Item July 23, 2024

Change Order No. 2 to Contract 16162	64,053
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<i>Encumbered/Expended to Date</i>	<u>17,943,284</u>
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Estimated Costs for Remaining Appropriation

Amendment 1 to Contract 15977 with Freese and Nichols, Inc. for Construction Phase Services	-
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Elevated Storage Tank Improvements	<u>587,986</u>
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<i>Remaining Appropriation</i>	<u>-</u>
---------------------------------------	----------

Total Appropriation	<u><u>\$ 18,531,270</u></u>
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Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Public Works Contract 18144, with West Texas Paving, Inc., for Unpaved Roads Improvements C.O. Phase 4.

Item Summary

A Request for Proposal (RFP) was issued for this project to improve various dirt roads with asphalt pavement, curb, and gutter as appropriate. Roads selected for improvements include portions of North Mulberry and East Erskine. These improvements are being funded through the Certificate of Obligation Bonds approved by the City Council in 2021.

In response to RFP 24-18144-TF, the following bids were received and opened on June 20, 2024.

Contractor	Amount
West Texas Paving, Inc., Wolfforth, Texas	\$1,394,884.00
Lone Star Dirt and Paving, Ltd., Lubbock, Texas	\$1,601,295.00
L.A Fuller and Sons Construction, Ltd., Amarillo, Texas	\$1,650,777.55

The proposals were evaluated using the following criteria: 60 Points for Price, 30 Points for Contractor Qualifications, and 10 Points for Construction Time. The maximum point value is 100 points. After the proposals were evaluated, the following ranking was obtained.

Contractor	Total/100 pts
West Texas Paving, Inc., Wolfforth, Texas	97.00
Lone Star Dirt and Paving, Ltd., Lubbock, Texas	88.77
L.A Fuller and Sons Construction, Ltd., Amarillo, Texas	79.45

Staff recommends award of the contract to the highest ranked proposer, West Texas Paving, Inc. of Wolfforth, Texas, in the amount of \$1,394,844.00.

Time for substantial completion is 150 calendar days from notice to proceed. This contract is awarded by the unit price and actual expenditures may be more or less depending on field conditions.

Fiscal Impact

Contract 18144 for \$1,394,844.00 is funded in Capital Improvement Project 92712, Transportation Improvements/Unpaved Roads.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Resolution

Contract 18144 - West Texas Paving, Inc

Location Exhibit

18144 - Project Summary

92712 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, Public Works Contract No. 18144 for Unpaved Roads Improvements C.O. Phase 4 as per RFP 24-18144-TF, by and between the City of Lubbock and West Texas Paving, Inc. of Wolfforth, 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 _____.

MARK MCBRAYER, 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

**PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT**

DATE: 06-20-2024

PROJECT NUMBER: **RFP 24-18144-TF, Unpaved Roads Improvements C.O. Phase 4**

Proposal of West Texas Paving, Inc. (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for construction of the referenced project, having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated. The price to cover all expenses incurred in performing the work required under the contract documents.

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 150 (to Substantial Completion)

TOTAL CONSECUTIVE CALENDAR DAYS: 180 (to Final Completion)

(not to exceed 150 consecutive calendar days to Substantial Completion / 180 consecutive calendar days to Final Completion).

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

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Offerors. Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing. The Offeror agrees that this proposal shall be good for a period of sixty (60) calendar days after the scheduled closing time for receiving proposals.

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

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

City of Lubbock, TX
Public Works
RFP 24-18144-TF
Unpaved Roads Improvements C.O. Phase 4

West Texas Paving, Inc. of Wolfforth, TX

#	Items	QTY +/-	U/M	Unit Price	Extended Cost
North Mulberry Avenue, from Idalou Road to East Erskine					
#1-1	MOBILIZATION	1	LS	\$39,000.00	39,000.00
#1-2	SWPPP	1	LS	10,000.00	10,000.00
#1-3	PREPARING OF RIGHT-OF-WAY	11	STA	6,000.00	66,000.00
#1-4	ASPHALT REMOVAL	100	SY	25.00	2,500.00
#1-5	CONCRETE REMOVAL	100	SY	50.00	5,000.00
#1-6	24" COL TYPE A OR B CURB AND GUTTER CURB	2300	LF	24.00	55,200.00
#1-7	1' X1 RIBBON CURB	100	LF	24.00	2,400.00
#1-8	2" HMAC COL TYPE C	3900	SY	42.00	163,800.00
#1-9	6" CONCRETE VALLEY GUTTER AND FILLET	320	SY	100.00	32,000.00
#1-10	6" CONCRETE ALLEY RETURNS AND	75	SY	100.00	7,500.00
#1-11	ADA RAMP	6	EA	2,500.00	15,000.00
#1-12	MANHOLE / VALVE ADJUSTMENTS	3	EA	1,500.00	4,500.00
#1-13	SIDEWALK	50	SY	85.00	4,250.00
#1-14	DITCH GRADING	300	LF	55.00	16,500.00
#1-15	TRAFFIC CONTROL	1	LS	7,500.00	7,500.00
North Mulberry Avenue, from East 1st Street to East Baylor Street					
#2-1	MOBILIZATION	1	LS	58,000.00	58,000.00
#2-2	SWPPP	1	LS	10,000.00	10,000.00
#2-3	PREPARING OF RIGHT-OF-WAY	10	STA	6,000.00	60,000.00
#2-4	ASPHALT REMOVAL	400	SY	25.00	10,000.00
#2-5	CONCRETE REMOVAL	100	SY	50.00	5,000.00
#2-6	24" COL TYPE A OR B CURB AND GUTTER CURB	3150	LF	24.00	75,600.00
#2-7	1' X1 RIBBON CURB	100	LF	24.00	2,400.00
#2-8	2" HMAC COL TYPE C	5800	SY	42.00	243,600.00
#2-9	6" CONCRETE VALLEY GUTTER AND FILLET	900	SY	100.00	90,000.00
#2-10	6" CONCRETE ALLEY RETURNS AND	155	SY	100.00	15,500.00
#2-11	ADA RAMP	16	EA	2,500.00	40,000.00
#2-12	MANHOLE / VALVE ADJUSTMENTS	4	EA	1,500.00	6,000.00
#2-13	SIDEWALK	20	SY	85.00	1,700.00
#2-14	DITCH GRADING	400	LF	55.00	22,000.00
#2-15	TRAFFIC CONTROL	1	LS	7,500.00	7,500.00
East Erskine Street from Idalou Hwy to North Mulberry Avenue					
#3-1	MOBILIZATION	1	LS	28,000.00	28,000.00
#3-2	SWPPP	1	LS	10,000.00	10,000.00
#3-3	PREPARING OF RIGHT-OF-WAY	12.5	STA	6,000.00	75,000.00
#3-4	ASPHALT REMOVAL	24	SY	25.00	600.00
#3-5	CONCRETE REMOVAL	4	SY	50.00	200.00
#3-6	24" COL TYPE A OR B CURB AND GUTTER CURB	1031	LF	24.00	24,744.00
#3-7	2" HMAC COL TYPE C	3445	SY	42.00	144,690.00

City of Lubbock, TX
Public Works
RFP 24-18144-TF
Unpaved Roads Improvements C.O. Phase 4

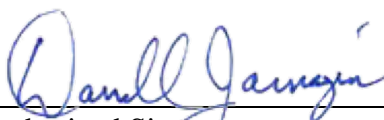
#3-8	6" CONCRETE VALLEY GUTTER AND FILLET	100	SY	100.00	10,000.00
#3-9	6" CONCRETE ALLEY RETURNS AND	57	SY	100.00	5,700.00
#3-10	ADA RAMP	4	EA	2,500.00	10,000.00
#3-11	TRAFFIC CONTROL	1	LS	7,500.00	7,500.00
Total (Items 1-1 through 1-15):					431,150.00
Total (Items 2-1 through 2-15):					647,300.00
Total (Items 3-1 through 3-11):					316,434.00
Total (Items 1-1 through 3-11):					1,394,884.00

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

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

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

Date: 06-20-2024



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: (806) - 833-2882

Fax: (806) - 833-2884

Email: marshal@wtbpaving.com

FEDERAL TAX ID or SOCIAL SECURITY No.

75-2028682

(Seal if Offeror is a Corporation)

ATTEST:



Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Addenda No. _____ Date _____

M/WBE Firm:

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



Unpaved Roads Improvements C.O. Phase 4 CIP: 92712

Unpaved Roads C.O.
Phase 4

0 250 500 1,000
Feet

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



Purchasing and Contract Management

Project Summary

RFP 24-18144-TF

Unpaved Roads Improvements C.O. Phase 4

Notice was published in the Lubbock Avalanche Journal on June 2 & June 9, 2024.

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 June 2 to June 20, 2024.

11 individuals attended the pre-proposal/pre-bid meeting.

40 vendors downloaded the documents using Bonfire.com.

33 vendors were notified separately.

3 vendors submitted proposals.



CIP 92712 Transportation Improvements/ Unpaved Roads

Upgrade/Major Maintenance

Project Manager: Mike Keenum - Engineering

Project Scope

This project will fund the paving and improvement of existing local residential and collector gravel roads in existing subdivisions where the roads were never improved by the developer. This project will fund the design and construction of various inadequate transportation elements within these areas of the City including unimproved roadway surfaces, unsafe roadway widths, drainage improvements, street lighting, and ADA compliance.

Project Justification

Areas of the City of Lubbock have existing local residential roadways that are gravel and not improved with a paved surface. These roadways were part of developments where the roads were never improved by the developer. These roadways do not meet the City's Standard Specifications and this project will help improve mobility and safety in these residential areas.

Project Highlights

Council Priorities Addressed: Growth and Development, Public Safety, Community Improvement

Project History

- FY 2020-21 \$9,000,000 was appropriated by Ord. 2020-00077
- FY 2022-23 \$59,162 was appropriated by BCR# 2023-9

Project Dates

Phase 1 construction end date: 01/2023
Phase 2 construction end date: 03/2024
Phase 3 construction start date: 07/2023
Phase 3 construction end date: 09/2024
Phase 4 construction start date: 05/2024
Phase 4 construction end date: 07/2025

Project Location

City-wide

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	\$9,059,162	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$9,059,162	\$0	\$0	\$0	\$0	\$0	\$0

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
General Fund Cash	\$59,162	\$0	\$0	\$0	\$0	\$0	\$0
General Fund CO Bonds	\$9,000,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$9,059,162	\$0	\$0	\$0	\$0	\$0	\$0

Operating Budget Impacts

Description	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	Total
No Impact Anticipated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**City of Lubbock
Capital Project
Project Cost Detail
July 23, 2024**

Capital Project Number:	92712
Capital Project Name:	Transportation Improvements/Unpaved Roads

<i>Encumbered/Expended</i>	Budget
Construction Contract 17342, Lone Star Dirt & Paving	\$ 3,704,125
Construction Contract 16919, Lone Star Dirt & Paving	2,118,230
Construction Contract 16211, West Texas Paving, Inc.,	1,356,535
City of Lubbock Staff Time	265,981
Professional Service Agreement 16363 with Freese and Nichols	250,000
Contract 17967 with Kimley-Horn and Associates, Inc.	220,500
Contract 17969 with Freese and Nichols, Inc.	204,000
Professional Service Agreement 16440 with Kimley-Horn and Associates, Inc.	175,000
System Capital Improvements, Construction	39,053
Amendment 1 to Contract 16363 with Freese and Nichols	30,306
Surveying Services by Hugo Reed and Associates, Inc.	13,974
Contract 17773 with Elm Meadows Addition LLC	8,663
ROW Dedication, north half of Erskine from Lublerry to Idalou Road	5,790
Advertising Costs	1,186
Funding provided by Community Development Grants	(1,522,666)

Agenda Item July 23, 2024

Construction Contract 18144 with West Texas Paving, Inc.	1,394,884
<i>Encumbered/Expended To Date</i>	8,265,561

Estimated Cost for Remaining Appropriation

Unimproved Roadway Construction and Design	793,601
<i>Remaining Appropriation</i>	793,601

Total Appropriation	\$ 9,059,162
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Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute for and on behalf of the City of Lubbock, a Mutual Termination of Lease Agreement, and all related documents, by and between the City of Lubbock and Dolgencorp of Texas, Inc., regarding property at 2015 50th Street-Unit B.

Item Summary

The City of Lubbock acquired custodianship of the existing lease between Fifty-U, Ltd., Landlord, and Dolgencorp of Texas, Dollar General, Tenant, upon purchase of this property in 2019 with the intention of beginning renovations for the City/County Public Health Facility.

This leased property is 7,700 square feet of the 33,957-square foot facility located at 2015 50th Street, Unit B, Lubbock, Texas. The remaining 26,257 square feet of the property now houses the City and County's newly renovated Lubbock Public Health District.

Fiscal Impact

Tenant Lease payments to the City of Lubbock amount to \$44,999.40 annually. Lease forgiveness will begin 60 days prior to the Lease Termination Agreement date and is valued at \$7,499.90. Termination Date is defined in the Lease Termination Agreement as being effective two weeks after the Tenant relocates and opens for business in its new location, but in no case later than February 1, 2025.

Upon approval of the Lease Termination Agreement, the City will not be required to install Dollar General provided signage for two locations; Parking Lot Pylon Sign and a 23-foot long Store Front Sign. The Facilities Department estimates that installation of the required infrastructure, (Electrical), and sign installations, is valued at \$25,000.00.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Erik Rejino, Assistant City Manager
Mark Zavicar, Director Facilities Management

Attachments

Resolution of Mutual Lease Termination
Agreement - Dollar General (s)
Dollar General Lease Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Mutual Termination of Lease Agreement, by and between the City of Lubbock and the Dolgencorp of Texas, Inc., and related documents. Said termination agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, 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.Termination of Lease-Dolgencorp of Texas, Inc.
July 12, 2024

MUTUAL TERMINATION OF LEASE

**Re: Dollar General Store #07768
Lubbock, TX**

THIS TERMINATION OF LEASE (the "Termination") is entered into this ____ day of _____, 2024, made by and between City of Lubbock., (hereinafter called "Landlord"), and Dolgencorp of Texas, Inc., a Kentucky corporation, (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, by written Lease dated October 10, 2019 (the lease and any other amendments and/or modifications thereto hereinafter referred to as, the "Lease"), Landlord demised to Tenant the premises located at 2015 50th Street, Suite B, City of Lubbock, County of Lubbock and State of Texas (the "Demised Premises"); and

WHEREAS, Landlord and Tenant desire to evidence their agreement to terminate the Lease.

WHEREAS, early termination of the Lease represents a benefit to the City.

NOW, THEREFORE, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, paid by each of Landlord and Tenant to the other, the receipt, adequacy and sufficiency of which are hereby acknowledged by Landlord and Tenant, the parties hereto agree as follows:

1. **Termination of Lease.** Effective two weeks after Tenant relocates and opens for business in its new location, but in no case later than February 1, 2025 (the "Termination Date"), the Lease shall be fully and finally surrendered and terminated. Tenant shall vacate the Demised Premises as of the Termination Date, free and clear of all personal property of Tenant, and shall terminate utilities in Tenant's name on or prior to such date.
2. **Rent.** In consideration of Tenant vacating and surrendering the Demised Premises as of the Termination Date, Landlord agrees that Tenant shall not be obligated to pay base rent, CAM Contribution, or other lease payments as stated in the Lease for the sixty (60) day period immediately prior to the Termination Date.
3. **Release of Liability.** Landlord has agreed to release and does hereby, for himself/itself, his/its heirs, executors, administrators, successors and assigns, release and discharge Tenant of and from all agreements, covenants and obligations of whatever nature now existing or that may hereafter arise under the Lease or otherwise relating to or arising out of Tenant's tenancy under the Lease. Such release includes all obligations to pay rent or other sums now or hereafter accruing under the Lease. Landlord, for himself/itself, his/its heirs, executors, administrators, successors and assigns, has agreed to and does, to the extent permitted by Texas law, hereby indemnify Tenant and hold Tenant harmless from

and against all claims, demands, actions or causes of action derived from any cause whatsoever under the Lease.

4. **Release of Liability – Tenant.** Tenant has agreed to release and does hereby, for himself/itself, his/its heirs, executors, administrators, successors and assigns, release and discharge Landlord of and from all agreements, covenants and obligations of whatever nature now existing or that may hereafter arise under the Lease or otherwise relating to or arising out of Landlord's lease of the Demised Premises under the Lease. Tenant, for himself/itself, his/its heirs, executors, administrators, successors and assigns, has agreed to and does, to the extent permitted by Texas law, hereby indemnify Landlord and hold Landlord harmless from and against all claims, demands, actions or causes of action derived from any cause whatsoever under the Lease.
5. **Mutual Representations.** Each of Landlord and Tenant represent to the other that it has full right and authority to enter into this Termination and that it does not conflict with any other agreement to which such party is bound.
6. **Counterparts and Electronic Signature.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed and delivered electronically with such signatures being deemed original signatures for purposes of enforcement and construction of this Agreement.
7. **Miscellaneous.** In the event of any conflict between the Lease and this Termination, this Termination shall control. There are no other agreements between Landlord and Tenant with respect to the matters covered by this Termination and all such prior discussions and agreements are superseded hereby. This Termination may be amended only by an instrument in writing signed by Landlord and Tenant. This Termination shall be governed by the laws of the state which govern the Lease (as so stated in the Lease).
8. All capitalized terms in this Termination shall have the meaning assigned to them in the Lease, unless expressly modified herein.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, this Termination is executed in duplicate this 19th day of July, 2024 (as to Landlord), and this _____ day of _____, 2024 (as to Tenant).

Witnesses for Landlord:

LANDLORD: CITY OF LUBBOCK

Witness 1

BY: _____

NAME: _____

Its: _____

Print Name

Witness 2

Print Name

Witnesses for Tenant:

TENANT: DOLGENCORP OF TEXAS, INC.

DocuSigned by:
Kendra Beckley
830D0E22E97E41D...
Witness 1

BY: DocuSigned by:
Melissa L. Heisse
F9058FC9F9E24E2...
Melissa L. Heisse
Vice President, Lease Administration

Kendra Beckley

Print Name

DocuSigned by:
Sherri Hester
68F8F8FC827D4E4...
Witness 2

Sherri Hester

Print Name

DOLLAR GENERAL

*Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072
615-855-4000*

October 10, 2019

Fifty-U, Ltd.
108 East 82nd Street
Lubbock, TX 79404

RE: Lease Agreement
Dollar General Store #7768
Lubbock, TX

Dear Landlord:

Enclosed please find one (1) fully executed original of the above-referenced agreement for your files. Feel free to contact me at (615) 855-4799 or via email at spotts@dollargeneral.com if you have any questions, or if I can be of further assistance.

Sincerely,

DOLGENCORP OF TEXAS, INC.



Stephanie Potts
Sr. Lease Renewals Negotiator

Enclosure

FEDEX STANDARD OVERNIGHT DELIVERY
776682886144

Save time. Save money. **Every day!**

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of the 10th day of October 2019, by and between **FIFTY-U, LTD.**, a Texas limited partnership (the "Landlord") and **DOLGENCORP OF TEXAS, INC.**, a Kentucky corporation (the "Tenant").

WITNESSETH:

For good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Landlord and Tenant, intending to be legally bound hereby, agree as follows:

ARTICLE I

DEFINITIONS AND FUNDAMENTAL PROVISIONS

In addition to other terms which are defined in subsequent sections of this Lease, the following terms shall have the meanings set forth below when used in this Lease, except as may otherwise be specifically provided. The Rent shall be as set forth below subject to adjustment as provided in the Section cross-referenced therewith.

1.1 Addresses:

Landlord:	Fifty-U, Ltd. 108 East 82 nd Street Lubbock, Texas 79404 Phone Number: 806-745-7720
Rent Payments:	Fifty-U, Ltd. 108 East 82 nd Street Lubbock, Texas 79404 Landlord's Tax ID # 75-2964183
Tenant:	Dolgencorp of Texas, Inc. 100 Mission Ridge Goodlettsville, Tennessee 37072 Attention: Lease Administration Department
In the event of a default a copy of all notices shall be sent to:	Dolgencorp of Texas, Inc. 100 Mission Ridge Goodlettsville, Tennessee 37072 Attention: General Counsel

or such other address or addresses as a party may designate by written notice to the other party.

1.2 Common Area Costs: The costs attributable to maintaining, repairing, landscaping, painting, and operating the Common Areas of the Shopping Center pursuant to Landlord's obligations in Section 7.2 of this Lease.

1.3 Common Areas: All areas, space, signage, installations and equipment provided from time to time by Landlord for the common use and benefit of the tenants of the Shopping Center, their employees, agents, licensees, customers and other invitees, including, without limitation, parking areas, exits, entrances, access roads, driveways, sidewalks, retaining walls, loading platforms and ramps, landscaped areas, and pedestrian malls or courts (it being specifically agreed and understood that in no event shall any roof or areas of occupancy located in the Shopping Center be deemed within the purview of the definition of Common Areas).

1.4 Lease Year: The Lease Term shall commence upon the Commencement Date (as defined in Section 2.2 below). If the Commencement Date is any day other than the

first day of a calendar month, the first Lease Year shall be the period of time from the Commencement Date until the end of the month in which said Commencement Date shall occur plus twelve (12) calendar months. Each Lease Year thereafter shall be a successive period of twelve (12) months, subject to the extension of the final Lease Year of the Lease Term pursuant to Section 2.2 hereof. Rent and all other rent shall be proportionately increased (or decreased) to reflect the number of days by which the first or final lease year exceeds (or is less than) twelve (12) calendar months, as the case may be.

1.5 Minimum Rent: Tenant agrees to pay to Landlord, in accordance with the terms and provisions of Article III hereof as annual Minimum Rent, during each Lease Year of the initial five (5) Lease Year term of the Lease, THIRTY-EIGHT THOUSAND FOUR HUNDRED NINETY AND 00/100 DOLLARS (\$38,490.00) payable in equal monthly installments of THREE THOUSAND TWO HUNDRED SEVEN AND 50/100 DOLLARS (\$3,207.50) each.

1.5.1 Minimum Rent - First Option Period: During each Lease Year of the first five (5) Lease Year Option Period, if applicable, Tenant agrees to pay to Landlord, in accordance with the terms and provisions of Article III hereof, as annual Minimum Rent, FORTY THOUSAND SEVEN HUNDRED NINETY-NINE AND 40/100 DOLLARS (\$40,799.40), payable in equal monthly installments of THREE THOUSAND THREE HUNDRED NINETY-NINE AND 95/100 DOLLARS (\$3,399.95) each.

1.5.2 Minimum Rent - Second Option Period: During each Lease Year of the second five (5) Lease Year Option Period, if applicable, Tenant agrees to pay to Landlord, in accordance with the terms and provisions of Article III hereof, as annual Minimum Rent, FORTY-THREE THOUSAND TWO HUNDRED FORTY-SEVEN AND 28/100 DOLLARS (\$43,247.40), payable in equal monthly installments of THREE THOUSAND SIX HUNDRED THREE AND 95/100 DOLLARS (\$3,603.95) each.

1.5.3 Minimum Rent - Third Option Period: During each Lease Year of the third five (5) Lease Year Option Period, if applicable, Tenant agrees to pay to Landlord, in accordance with the terms and provisions of Article III hereof, as annual Minimum Rent, FORTY-FIVE THOUSAND EIGHT HUNDRED FORTY-TWO AND 20/100 DOLLARS (\$45,842.16), payable in equal monthly installments of THREE THOUSAND EIGHT HUNDRED TWENTY AND 18/100 DOLLARS (\$3,820.18) each.

1.6 Permitted Use: Tenant covenants: (i) not to use the Premises for any illegal purpose, nor in such a manner as to violate any applicable and valid law, rule or regulation of any governmental body; (ii) to use the Premises in a careful, safe and proper manner; (iii) not to permit waste thereon; (iv) not to use the Premises for any purpose prohibited in **Exhibit "M"** of this Lease (the "Prohibited Uses"). Otherwise, Tenant may use the Premises for any lawful retail purpose (the "Permitted Use").

Notwithstanding the foregoing, Tenant agrees that it shall not use the Premises for any purpose or use that would violate any of the exclusive use rights granted to other tenants operating in the Shopping Center as of the date hereof for so long as the lease to said tenant is in full force and effect. Landlord represents and warrants that such exclusive use rights, if any, are set forth, verbatim, on **Exhibit "N"** attached hereto (the "Exclusive Uses"). In the event that any action, claim or suit is brought by any party (including, without limitation, any other tenant of the Shopping Center) against Tenant alleging that Tenant's operations in the Premises are in violation of any use exclusive or restriction contained in any Shopping Center lease or other instrument other than the Exclusive Uses, Landlord agrees to defend (by counsel reasonably satisfactory to Tenant), indemnify, and hold Tenant harmless from any damages, loss or costs (including, without limitation, attorneys' fees and costs) suffered by Tenant thereby, or from the enforcement of said restrictions or exclusive against Tenant. Said indemnification shall be one of first defense and payment, not of reimbursement or surety.

In the event of a breach by Landlord of the representations made in this Section 1.6 or in the event Tenant is in any manner prevented from operating as provided in this Section 1.6 due to any rights granted to another tenant or occupant other than the Exclusive Uses, Tenant shall have the right to terminate this Lease upon thirty (30) days written notice, without limitation of or prejudice to all other rights and remedies available under this Lease, at law or in equity and

without releasing Landlord from its indemnity obligations hereunder. This Section 1.6 shall expressly survive any such termination of this Lease.

1.6.1 Tenant's Business Operations: Landlord agrees to assist Tenant in obtaining any permits, licenses and/or approvals necessary for Tenant's Permitted Use and/or business operations from the Premises. Notwithstanding anything to the contrary contained or implied in this Lease, Tenant, its successors, assigns, or sublessees, shall be under no obligation whatsoever to continuously occupy or operate any business whatsoever within the Premises, or conduct its business in any particular manner or for any specified numbers of hours per day or week.

1.6.2 Landlord's Limited Right to Recapture Premises: Landlord and Tenant hereby agree that if Tenant ceases business operations within the Premises for any period of ninety (90) or more consecutive days (for a reason other than the repair and reconstruction from casualty, remodeling, condemnation or other reason permitted in this Lease), then Landlord, at its option, at any time prior to re-commencement of business operations in the Premises by Tenant, or Landlord's receipt of a notice of a proposed assignment of the interest of Tenant in and to this Lease or of a proposed subletting of the Premises, may terminate this Lease upon thirty (30) days prior written notice to Tenant, in which event, this Lease shall be of no further force or effect, except that the obligations of the parties arising prior to the termination, and the applicable indemnifications contained in this Lease, shall remain in effect. Neither an assignment of the interest of Tenant in and to this Lease, nor a subletting of the Premises, shall be deemed a cessation of business operations which would trigger Landlord's right to terminate under this Section.

1.7 Premises: That certain store building to be renovated by Landlord in accordance with the terms and provisions of this Lease, and located in the Shopping Center as shown on **Exhibit "B"** (the "Site Plan") attached hereto. The address of the Premises is 2015 50th Street, Suite B in Lubbock, Lubbock County, Texas 79412. Landlord represents that the store building contains 7,698 total square feet.

1.8 Real Estate Taxes: Real Estate Taxes shall mean all real estate taxes and assessments which shall be levied, assessed, or imposed upon the land, buildings or other improvements in the Shopping Center (as hereinafter defined) during the Lease Term. Real Estate Taxes shall specifically exclude: (i) income, profits, intangible, documentary stamp, transfer, franchise, corporate, capital stock, succession, estate, gift or inheritance taxes or taxes substituted for or in lieu of the foregoing exclusions; (ii) any so-called "impact fees", assessments or additional tax associated with either a change in ownership of the Shopping Center or the further improvement of the Shopping Center (including but not limited to widening of exterior roads, the installation of or hook up to sewer lines, sanitary and storm drainage systems and other utility lines and installations), (iii) gross receipts or revenues of Landlord from the Premises, except that Tenant shall be obligated to pay any sales tax on rents paid by Tenant hereunder or other so-called "rent tax" (such as, by way of example, the Florida sales tax on rent); and (iv) any penalties, late charges or the like attributable to the late payment by Landlord of Real Estate Taxes or Landlord's delay in delivering the Real Estate Tax bill to Tenant for payment, and (v) assessments and taxes based on the assessed valuation of land not improved with commercial buildings or Common Areas.

Real Estate Taxes shall reflect any discount available to Landlord by prompt payment of such tax bill regardless of whether such prompt payment is actually made but only so long as Tenant shall have made its contribution within the applicable discount period. Landlord agrees to use best efforts to cause any new construction in the Shopping Center to be assessed separately from the Premises and/or the existing Shopping Center.

1.9 Rent: Rent shall mean Minimum Rent and all other amounts and charges payable by Tenant under any provision of this Lease. Sums other than Minimum Rent are designated as "Rent" or "additional rent" hereunder solely for the purpose of enabling Landlord to enforce its rights hereunder. Such sums shall not be deemed Rent for purposes of computing taxes or for governmental regulations thereon.

1.10 Shopping Center: That certain shopping center with a gross leaseable area of 29,410 square feet, located on all of the certain tracts or parcels of land shown on the Site

Plan, and located at 2015 50th Street, Suite B in Lubbock, Lubbock County, Texas 79412 as more particularly described on **Exhibit "A"** attached hereto. The Landlord has the right to designate the name of the Shopping Center, and any initial or subsequent change in such name shall be only upon one hundred twenty (120) days advance written notice to Tenant.

1.11 Tenant's Percentage Share: Tenant's Percentage Share will be the percentage obtained by dividing the total square footage of the Premises by the gross leaseable area of the buildings erected in the Shopping Center (i.e. the area leased or available for lease or occupied or available for occupancy) as of December 1 of each calendar year of the Lease Term; provided however, for purposes of calculating Tenant's Percentage Share of Real Estate Taxes or Insurance or Common Area Costs (as the case may be), the building area of the Shopping Center shall not include that building area or land associated with any tenant or outparcel owner who is separately assessed or otherwise responsible for its own Real Estate Taxes, or who maintains or insures its own common area and does not in any way share in the use of the Common Area. As of the date hereof, Tenant's Percentage Share is deemed to be, and notwithstanding anything to the contrary in this Section 1.11, shall never exceed twenty-six and 17/100 percent (26.17%) during the Term of this Lease.

1.12 Exclusive Use Covenant: Landlord covenants and agrees not to lease, rent or occupy, or allow to be leased, rented or occupied, any part of the Shopping Center for use as a Family Dollar, Bill's Dollar Store, Fred's, Dollar Tree, Dollar Zone, Variety Wholesale, Ninety-Nine Cents Only, Deals, Dollar Bills, Bonus Dollar, Maxway, Super Ten, Planet Dollar, Dollar Express, Big Lots, Odd Lots, Walgreens, CVS, Rite Aid, Five Below, any Wal-Mart concept, or any store which sells substantially the same type of merchandise as sold by a Dollar General® store.

This covenant shall run with the land and shall be binding upon Landlord and its affiliates and their respective successors, assigns and successors in title to the Shopping Center during the Lease Term, as may be extended. Landlord acknowledges that in the event of any breach by Landlord of Landlord's covenants in this Section 1.12 Tenant's remedies at law would be inadequate. Therefore, in the event of a breach of Tenant's exclusive use rights, Tenant shall be entitled to (i) terminate this Lease upon ninety (90) days notice to Landlord at any time from and after the date such breach occurs, and (ii) pursue any and all remedies available at law or in equity including, without limitation, relief by injunction (or otherwise) as Tenant may elect in its sole discretion. In the event Tenant has not elected to terminate this Lease, during the period any such violation shall continue Tenant shall pay, in lieu of Tenant's fixed monthly rental hereunder and all other charges under this Lease, an amount equal to fifty percent (50%) of Tenant's monthly Minimum Rent and additional rent under this Lease ("Monthly Substitute Rent"). At any time thereafter for as long as the violation continues, Tenant may elect to terminate this Lease on ninety (90) days notice to Landlord. Tenant's remedies, in all events, shall be cumulative rather than exclusive.

ARTICLE II

DEMISE OF PREMISES AND TERM

2.1 Demise of Premises: Tenant currently occupies the Premises pursuant to a lease or sublease agreement. Effective as of the Commencement Date, Landlord hereby leases to Tenant, and Tenant hereby takes from Landlord, the Premises, together with all rights, privileges, benefits, rights-of-way, tenements, hereditaments and easements now or hereafter appurtenant or belonging thereto.

2.2 Lease Term: Tenant shall have and hold the Premises for a term of five (5) Lease Years (hereinafter, as extended in accordance with Section 2.3 hereof, being sometimes referred to as the "Lease Term" or "Term") to commence on September 1, 2017 (the "Commencement Date"). Additionally, Landlord and Tenant further agree that the final Lease Year of the Lease Term or extensions thereof may be extended, upon prior written notice to Landlord, to conclude on the January 31 next following the natural expiration of the Lease Term (as extended).

2.3 Options to Extend: Except as provided hereinbelow, Tenant shall have the

right of extending the Term of this Lease for a total of three (3) successive periods of five (5) Lease Years each (each, an "Option Period," collectively, the "Option Periods"), upon the same terms and conditions as the Initial Term, except as otherwise provided herein. Tenant shall notify Landlord in writing of its intent to extend the Lease Term at least ninety (90) days prior to the date of commencement of the Option Period and thereupon the Term of this Lease shall be extended without the requirement of any further documentation.

ARTICLE III

RENT AND OTHER CHARGES

3.1 Payment of Rent: During the Lease Term, Tenant covenants and agrees to pay to Landlord at the place designated in Section 1.1 hereof, without demand, deduction or set-off, except as otherwise allowed in this Lease, all Rent as defined in Article I hereof. Tenant shall not be liable for relying and acting upon any notice changing the payee and purporting to be signed by or on behalf of Landlord and believed by Tenant in good faith to be genuine.

3.2 Payment of Minimum Rent: On or before the first (1st) day of each and every calendar month following the Commencement Date, Tenant covenants to pay Landlord in advance the monthly installment of Minimum Rent for each such month. If the Commencement Date shall not be the first (1st) day of the month, then the first (1st) month's installment of Minimum Rent shall be prorated accordingly and paid along with the Minimum Rent payable by Tenant to Landlord for the first (1st) full calendar month of the Lease Term.

3.3 Utilities: Landlord shall make available all utilities to the Premises and Tenant shall be responsible for the payment of the same. Tenant shall have the right to select and change its utility service providers at any time and shall pay for all utilities used by it in the Premises during the Term

3.4 Personal Property Taxes: Tenant shall be responsible for and shall pay before delinquency municipal, county or state taxes, levies and fees, including general or special assessments, assessed during the Lease Term against any personal property of any kind owned by Tenant or placed in, upon or about the Premises by Tenant.

ARTICLE IV

CONSTRUCTION

4.1 Asbestos: In the event asbestos or any other hazardous substance or material is discovered at any time during the Term, Landlord shall immediately, at Landlord's sole cost and expense, remove and/or remediate such hazardous substances or materials in accordance with all laws, codes and regulations of applicable governmental authorities; provided, however, nothing contained herein shall impose liability on Landlord for Tenant's indemnity obligations set forth in Section 18.16(vi). If Landlord is required to remove any hazardous substances or materials from the Premises, Landlord shall, immediately after such removal, provide a letter to Tenant certifying that all hazardous substances and materials have been removed from the Premises in accordance with all laws, codes and regulations of applicable governmental authorities and said letter shall be accompanied by evidence reasonably satisfactory to Tenant that the hazardous substances and materials have in fact been removed.

4.2 Shopping Center Signs: There currently exists in the Shopping Center a freestanding pylon or monument sign (the "Shopping Center Sign"). Tenant shall be permitted to display its usual and customary sign panel prepared in accordance with its prototypical panel criteria and shall be located in the position shown on Exhibit "K" attached hereto. Landlord shall maintain, repair and illuminate said Shopping Center Sign during the Lease Term, with the cost of such maintenance, repairs, and illumination being included within the purview of Common Area Costs.

4.3 Exterior Signage: Tenant, or Tenant's assignee or sublessee, shall have the

right to place and maintain during the Lease Term its usual and customary signs on the exterior of the Premises, provided, however, said signage is at all times professionally produced, high-quality in nature and in keeping with the family-orientation of the Shopping Center. Tenant is specifically permitted to continue to display Tenant's exterior signage attached hereto as **Exhibit "L"**. Tenant shall maintain such signs in good order and repair in compliance with all applicable governmental rules, regulations or ordinances.

4.4 Alterations to Shopping Center and Outlots: Landlord agrees that the layout of the Shopping Center shall be substantially as is set forth on the Site Plan. Landlord agrees that Landlord shall not (a) alter the area of the Shopping Center or the location or size of any building or improvement in the Shopping Center, (b) change the number, location or layout of parking spaces in the Shopping Center, (c) construct any additional buildings or structures in the Common Areas of the Shopping Center or on parcels adjacent to the Common Areas of the Shopping Center, or (d) change the entrances, exits, access roads, and service roads to and from the Shopping Center or the No Build Area (as hereinafter defined) without the prior written consent of Tenant in each instance. Tenant shall not unreasonably withhold its consent to changes in the Common Areas of the Shopping Center beyond the area crosshatched on the Site Plan (the "No Build Area"), so long as a ratio of 5.0 parking spaces for every 1,000 square feet of area available for lease or occupancy in the Shopping Center is maintained, and so long as said change does not impair or adversely affect (i) ingress to or egress from the Premises or Tenant's loading area serving the Premises; or (ii) visibility of the Premises or Tenant's exterior signage.

ARTICLE V

USE OF PREMISES

5.1 Tenant's Use: Tenant may use the Premises solely for the Permitted Use specified in Article 1, and for no other purpose whatsoever.

5.2 Landlord's Operating Covenants: Landlord covenants and agrees (i) that it will during the Lease Term continuously operate and maintain the Shopping Center in a manner consistent with shopping center practice for similar shopping centers; (ii) that no portion of the Shopping Center shall be used for any Prohibited Use; and (iii) no portion of the Shopping Center immediately adjacent to the Premises may be utilized as a restaurant.

5.3. Intentionally Omitted

5.4 Subletting and Assignment: Tenant may sublet the Premises or assign this Lease at any time with at least sixty (60) days prior written notice to Landlord, provided the business which such subtenant or assignee proposes to conduct and actually conducts does not conflict with the use provisions set forth in Section 1.6 of this Lease, or the Exclusive Uses or Prohibited Uses. Tenant shall notify Landlord of its intent to sublet or assign and the nature of the business proposed to be conducted by the subtenant or assignee. In the event Tenant shall assign this Lease as permitted hereunder or shall sublease any portion of the Premises as permitted hereunder, Tenant shall remain liable for performance of each and every term of this Lease to be performed by Tenant hereunder. Notwithstanding the foregoing, Tenant shall have the absolute right, without the prior written consent of, or notice to, Landlord being required, to assign or sublet the Premises to any parent, subsidiary or affiliate company of Tenant, or in connection with any merger, consolidation, sale of all or substantially all of Tenant's assets or stock, or a public or private offering, or in connection with a sale of three (3) or more of Tenant's stores as part of the same transaction.

ARTICLE VI

REPAIRS AND MAINTENANCE

6.1 Landlord's Repairs: In addition to Landlord's obligations set forth elsewhere in this Lease, Landlord shall, at Landlord's sole cost and expense, maintain in clean condition and good repair all items for which Tenant is not responsible pursuant to Section 6.2 including, but not limited to, the exterior walls (including all patching and painting thereof),

foundations, roof, gutters, downspouts, exterior and all structural portions of the Premises and Shopping Center, and all plumbing, electrical, gas, sprinkler and sewage systems located below or within the floor slab of the Premises, inside the walls, above the ceiling or not exclusively serving the Premises. Landlord further covenants, at Landlord's sole cost and expense, to inspect, maintain and repair any fire sprinkler system that *does not exclusively* serve the Premises, including without limitation the performance of flow tests on such systems on a periodic basis, but in no event less frequently than as may be required or recommended by industry standards for a like-kind system. Tenant shall be responsible for the maintenance and repair of any fire sprinkler system that *exclusively* serves the Premises. Landlord shall maintain on file warranties and guaranties pertaining to the Premises. To the extent assignable, Landlord shall assign to Tenant all applicable warranties and guaranties benefiting Landlord or Tenant in connection with the construction of and systems serving the Premises for which Tenant has a repair obligation hereunder. Notwithstanding the foregoing to the contrary, Tenant shall be obligated to make those repairs which (i) are occasioned by the negligence of Tenant or its employees, agents, servants and contractors; (ii) relate to damage encompassed in the insurance coverage required to be maintained by Tenant pursuant to Section 9.3 hereof (except to the extent that Tenant's insurance coverage overlaps or is secondary to Landlord's primary coverage); or (iii) arise as a direct and proximate result of Tenant's failure to perform Tenant's repair obligations in Section 6.2 below. In making any repairs hereunder, Landlord, to the extent possible, shall not unreasonably interfere with Tenant's normal business operations in the Premises.

6.2 Tenant Repairs: Tenant shall be responsible, at Tenant's cost and expense during the Term of the Lease and for Tenant's use only, for (i) all interior, non-structural repairs to the Premises (including the replacement of plate glass and doors in the storefront), and (ii) except as provided hereinbelow, all maintenance, repairs and replacements to the heating, ventilating and air conditioning equipment ("HVAC"). Tenant will maintain, repair and replace the HVAC at its expense; provided, however, in the event that a replacement of the HVAC is necessary during the term of this Lease, the replacement cost will be amortized over one hundred twenty (120) months and Tenant shall be responsible for an amount equal to (i) the number of months remaining in the Term divided by one hundred twenty (120), multiplied by (ii) the cost of the replacement of the HVAC. Recognizing that, at the time of such replacement of the HVAC, Tenant may not have determined if it will exercise any available Option Period hereunder, Landlord and Tenant agree that each party will pay its share of the replacement costs at the time of replacement based on the months remaining in the current Lease Term (prior to any extension thereof). In the event Tenant later exercises Tenant's option to extend the Lease Term, as set forth in Section 2.3 hereof, Tenant shall, within thirty (30) days after Landlord's written request therefore, reimburse Landlord for the difference between Tenant's payment at the time of reimbursement and the amount Tenant would have paid had the remaining Term included the exercised Option Period.

In the event Landlord fails to pay its share of such replacement costs as determined above, Tenant may offset such share against the Rent payable hereunder.

Notwithstanding the foregoing to the contrary, Landlord shall be obligated to make those repairs which (i) are occasioned by the negligence of Landlord or its employees, agents, servants and contractors; (ii) relate to damage encompassed in the insurance coverage required to be maintained by Landlord pursuant to Section 9.1 hereof (except to the extent that Landlord's insurance coverage overlaps or is secondary to Tenant's primary coverage); or (iii) arise as a direct and proximate result of Landlord's failure to perform Landlord's repair obligations in Section 6.1 above.

6.3 Alterations: Subject to local governmental approval, Tenant shall have the right to make from time to time, at its sole cost and expense, interior, non-structural alterations to the Premises without the necessity of first obtaining Landlord's consent; provided, however, such alterations do not affect the structural integrity or diminish the value of the Premises and the same are done in a good and workmanlike manner. Tenant shall not make any structural changes to the Premises without Landlord's prior written consent, said consent not being unreasonably withheld, conditioned or delayed.

6.4 Tenant's Property: Any and all trade fixtures, equipment, signs, appliances, furniture and other personal property of whatever nature or kind installed in or on the

Premises at any time (all of the foregoing being collectively referred to in this Lease as "Tenant's Property"), including, without limitation, all merchandise, cash registers or the like, check-out counters, clothing stands, display counters, shelving, lighting and track lighting, panel wall systems and valance accents (to the extent that the same can be removed without irreparable damage to the structure of the Premises) shall not become a part of the realty and may be removed from the Premises by Tenant at any time during the Lease Term or within thirty (30) days after termination thereof (subject to Tenant's repair obligations as stated in Section 15.1 hereof). Landlord hereby waives any and all liens (including, without limitation, any and all statutory and contractual liens), claims, demands, or rights, including, but not limited to, rights of levy, execution, sale and distraint for unpaid rent, or any other right, interest or lien which Landlord has or may hereafter acquire in any of Tenant's Property.

6.5 Tenant Financing: Tenant shall have the right to finance the acquisition and installation of Tenant's Property (by granting a security interest therein or entering into an equipment lease therefor); and in connection therewith, Landlord agrees to execute and to use reasonable efforts to cause the holder of any mortgage covering all or any portion of the Shopping Center to execute and deliver a Landlord's and mortgagee's waiver and all other documentation reasonably required by any landlord or holder of any security interest in and to Tenant's Property.

6.6 Liens: Each party hereto shall promptly pay when due the entire cost of all work done by it to the Premises and shall keep the Premises free of liens for labor or materials. Should mechanics', materialmen's or other liens be filed against the Premises by reason of the acts of either party hereto, such party shall cause the lien to be canceled and discharged of record by bond or otherwise within thirty (30) days of receiving actual notice of such lien.

ARTICLE VII

COMMON AREAS

7.1 Use of Common Areas: Landlord hereby grants to Tenant, its licensees, sublessees, concessionaires, successors and assigns, and its and their employees, agents, licensees and invitees the non-exclusive right to use the Common Areas during the Lease Term continuously and without interruption. In the event that Landlord should designate an employee parking area for all employees of tenants and occupants of the Shopping Center, Landlord shall use reasonable efforts to require all such employees to utilize such designated areas, and from and after receipt of notice of such designated parking area, Tenant shall use its reasonable efforts to cause its employees to utilize such designated employee parking areas. In the event employees of any tenant or occupant of the Shopping Center (other than Tenant) park in the parking field directly in front of the Premises, Landlord shall designate an employee parking area for such tenants in an area beyond said parking field and use reasonable efforts to cause employees to use such area. Furthermore, Landlord agrees that Tenant may display merchandise and hold sidewalk sales on the sidewalks immediately in front of the Premises.

7.2 Maintenance: Landlord shall maintain or cause to be maintained, in keeping with industry-standard practices for similar shopping centers, the Common Areas in clean condition and good repair, including, but not limited to: (i) maintaining all signs, sidewalks, landscaped areas, and parking areas and access roads in good condition and repair (including re-striping, repairing and re-paving same promptly as required, and removing any ice, snow or rubbish therefrom); (ii) adequately illuminating the parking areas and other Common Areas while Tenant remains open for business and for one (1) hour thereafter; (iii) providing adequate security lighting and fire protection for the Shopping Center as required by applicable code or ordinance; and (iv) keeping the customer parking area of the Shopping Center free from obstructions including, but not limited to, shopping carts (excluding Tenant's shopping carts), tractor trailer/delivery trucks (which remain parked in the parking area in excess of twelve [12] consecutive hours), kiosks or tenant inventory (garden center or other) placed in the parking area of the Shopping Center (except as may be designated on the Site Plan); it being agreed that Landlord shall obtain Tenant's consent (not to be unreasonably withheld, conditioned or delayed) prior to permitting promotional activities, tent sales, Christmas tree, pumpkin or other seasonal sales or displays in the parking area of the Shopping Center.

7.3 Tenant's Common Area Contribution: Tenant shall pay to Landlord on a monthly basis, along with the monthly installment of Minimum Rent payable by Tenant to Landlord, as additional rent, the following fixed amounts as Tenant's sole contribution to Landlord for Common Area Costs (the "CAM Contribution"):

- (i) during each Lease Year of the initial Term, the monthly amount of TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$250.00);
- (ii) during each Lease Year of the first (1st) Option Period, if applicable, the monthly amount of THREE HUNDRED FIFTY AND 00/100 DOLLARS (\$350.00);
- (iii) during each Lease Year of the second (2nd) Option Period, if applicable, the monthly amount of FOUR HUNDRED FIFTY AND 00/100 DOLLARS (\$450.00);
- (iv) during each Lease Year of the third (3rd) Option Period, if applicable, the monthly amount of FIVE HUNDRED FIFTY AND 00/100 DOLLARS (\$550.00);

Tenant shall be responsible for no further contribution to Landlord for Common Area Costs other than the CAM Contribution set forth herein.

7.4 Reciprocal Easement Agreement ("REA"): In the event that any time following execution hereof Landlord elects to sell or lease any of the outlots or parcels in the Shopping Center (as shown on the Site Plan) or if the Landlord has a right of consent or approval with respect to the sale or lease of outlots or parcels which are otherwise adjacent to or contiguous with the Shopping Center or if Landlord elects to sell or lease any portion of the Common Areas of the Shopping Center, Landlord covenants and agrees to impose (or require the imposition of as a condition of approval) restrictions and easements (the "REA") on the Shopping Center or on the parcel so sold or leased (the "Parcel"), prior to, or simultaneously with, the sale or lease which shall provide, without limitation, for (a) access to the balance of the Shopping Center over the Parcel for Tenant, (b) parking restrictions in connection with the development and operation of the Parcel, which shall require that all parking required in connection with the improvements to be located on the Parcel shall be self-contained and shall not utilize any of the parking designated for Shopping Center use; (c) inclusion of Tenant's exclusive use rights set forth in Section 1.12; and (d) the enforcement of each of the terms and provisions of this Lease insofar as the same are applicable by their terms to the Parcel. With respect to the REA, Landlord covenants and agrees as follows:

- (i) Without the prior written consent of Tenant, the REA shall not be terminated, nor amended nor modified in any manner which shall increase the liabilities and obligations of Tenant, or diminish the rights and privileges of Tenant under this Lease;
- (ii) Landlord hereby grants, assigns and conveys to Tenant on a non-exclusive basis all of the easement rights and other rights of Landlord contained in the REA, with the same force and effect as if said rights had been granted directly to Tenant; and
- (iii) Landlord agrees to use all reasonable efforts to enforce the easement rights and other rights contained in the REA on Tenant's behalf, and if Landlord fails to enforce said rights on Tenant's behalf, within thirty (30) days after written notice thereof from Tenant, Landlord agrees that Tenant shall have the right to enforce said rights under the REA directly in the name of, and on behalf of, Landlord (if so required); Landlord hereby confirming such enforcement rights to Tenant.

7.5 Compliance with Laws: Landlord shall, at its sole cost and expense, perform any repairs, replacements, modifications or alterations necessary to comply with all laws, rules and regulations now in force or which may hereafter be implemented (including but not limited to The Americans with Disabilities Act of 1990 (as the same has been or will be amended, the "ADA")) which affect the portions of the Premises that Landlord is required by

this Lease to maintain and repair, including, but not limited to, the structure, roof, foundations, and exterior walls. Further, Landlord shall, at its sole cost and expense, perform any repairs, replacements, modifications or alterations necessary to comply with all laws, rules and regulations now in force or which may hereafter be implemented (including, but not limited to, the ADA) which affect the Common Areas and/or the remainder of the Shopping Center.

ARTICLE VIII

REAL ESTATE TAXES

8.1 Real Estate Taxes: From and after the Commencement Date, Tenant shall pay, on an annual basis in arrears, Tenant's Percentage Share of any Real Estate Taxes (as defined in Section 1.8) relating to the Premises. Landlord estimates that Tenant's Percentage Share of Real Estate Taxes in the first Lease Year shall be \$5,003.70. Landlord shall furnish Tenant with a copy of any bill for Real Estate Taxes relating to the Premises together with a reasonably detailed statement showing the methodology (including all appropriate figures and supporting documentation) in determining Tenant's Percentage Share thereof. Tenant shall pay to Landlord Tenant's Percentage Share of Real Estate Taxes within thirty (30) days after Tenant's receipt of the applicable Real Estate Tax bill together with Landlord's statement related thereto. Tenant's liability for Real Estate Taxes shall be prorated during the first and last years of the Lease Term, as extended, based on the number of days Tenant occupied the Premises in accordance with this Lease. Tenant shall not be obligated to pay any additional assessment or penalty associated with Landlord's delinquency in delivering the tax bill to Tenant for payment or paying the Real Estate Tax promptly when due. Tenant shall not be obligated to pay Real Estate Taxes accruing after the Lease is lawfully terminated in accordance with the provisions hereof prior to expiration of the Initial Term of the Lease. In the event Landlord fails to submit any bill for Real Estate Taxes to Tenant within six (6) months after the date Landlord pays such taxes, Tenant shall not be obligated to reimburse Landlord.

8.2 Contest; Refunds and Rebates: Either Landlord or Tenant may contest any real estate tax, charge or assessment attributable to the Premises at its expense, and the contesting party shall promptly notify the other party of the contest, and the other party shall fully cooperate with the contesting party in any such proceeding. In such event, should Landlord or Tenant successfully obtain any refund or rebate of any Real Estate Tax or assessment, Tenant shall receive Tenant's Percentage Share of any such Real Estate Tax or assessment refunds or rebates paid to Landlord and attributable to the Premises net of any reasonable expenses incurred by Landlord or Tenant, respectively, in any proceeding to obtain such refunds or rebates.

ARTICLE IX

INSURANCE AND INDEMNIFICATION

9.1 Landlord's Insurance: Landlord agrees to carry commercial general liability insurance, including contractual liability, on the Shopping Center, including the Common Areas, with a combined single limit in an amount sufficient to protect Landlord and Tenant, but in no event will such insurance be in an amount less than \$2,000,000 per occurrence for bodily injury and property damage and \$5,000,000 in the aggregate. Landlord further agrees to maintain a "special cause of loss" insurance policy (formerly an "all risk" policy) for fire and extended coverage insurance, including coverage for the buildings and improvements within the Shopping Center for at least the full replacement cost thereof (including all HVAC units and all other betterments and improvements in and to the Premises installed by Landlord as provided in this Lease), providing protection against perils included in the standard "special cause of loss" policy of insurance. Such insurance shall also be endorsed to provide that the insurance shall be primary to and not contributory to any similar insurance carried by Tenant, and shall contain a severability of interest and waiver of subrogation clause. Landlord hereby represents that the Shopping Center is not located in zones "A", "B", or "Shaded-X" on the National Flood Insurance Program's Flood Insurance Rate Map. If the Shopping Center is located in zones "A", "B" or "Shaded-X", Landlord shall be required to include flood insurance under Landlord's Property Insurance policy, provided, notwithstanding Section 9.2 to the contrary, Tenant shall only be obligated to reimburse Landlord for flood insurance if the flood designation was

disclosed to Tenant prior to Lease execution, or if the Shopping Center was re-classified into one of the above classifications after the date of this Lease. All of Landlord's insurance required hereunder shall contain commercially reasonable deductibles.

Tenant shall be named as an additional insured under Landlord's liability insurance. Landlord shall furnish to Tenant current certificates of insurance evidencing such insurance. Landlord shall provide Tenant with a certificate of insurance evidencing such coverage within five (5) business days following the Commencement Date.

9.2 Tenant's Insurance Contribution: From and after the Commencement Date, Tenant covenants to pay to Landlord on an annual basis, in arrears, as additional rent during each Lease Year of the Lease Term, Tenant's Percentage Share of third-party premiums for insurance required to be maintained by Landlord (specifically excluding any rent loss, terrorism or earthquake insurance or administrative or management fees of Landlord) in connection with the Shopping Center as set forth in Section 9.1 of this Lease (herein sometimes referred to as the "Insurance Premiums") for such respective Lease Year of the Lease Term. Landlord shall furnish Tenant, within sixty (60) days after the close of each calendar year during the Lease Term, copies of the insurance company's invoice pursuant to which Landlord's insurance payments were made and a statement showing calculation of Tenant's Percentage Share thereof. Tenant shall pay to Landlord Tenant's Percentage Share of Insurance Premiums within thirty (30) days after Tenant's receipt of the applicable insurance company invoices for the Insurance Premiums together with Landlord's statement related thereto. In the event Landlord fails to submit a bill to Tenant within six (6) months after the date Landlord pays such Insurance Premiums, Tenant shall not be obligated to reimburse Landlord. Landlord estimates that Tenant's Percentage Share of Insurance Premiums in the first Lease Year shall be \$1,539.60.

9.3 Tenant Insurance: At all times that Tenant occupies the Premises, Tenant shall, at its sole cost, carry and maintain comprehensive general liability insurance insuring Tenant against claims for injury, wrongful death, or property damage occurring in the Premises with combined minimum policy limits of \$2,000,000 per occurrence. Landlord shall be named as an additional insured under Tenant's insurance subject to the provisions of this Lease. Tenant may provide the insurance herein required in any blanket policy or policies which it carries. Upon fifteen (15) days' prior written request from Landlord, Tenant shall provide Landlord with a photocopy of the certificate of insurance as evidence of such coverage.

9.4 Insurance Certificates: All of the insurance policies required pursuant to Sections 9.1 and Section 9.3 shall be written with companies licensed to do business in the State in which the Premises is located and shall provide that the other party hereto shall be given a minimum of thirty (30) days' written notice by any such insurance company prior to the cancellation, termination or alteration of the terms or limits of such coverage. The foregoing insurance policies or certificates thereof shall be delivered to the respective parties prior to the Delivery Date with evidence of all renewals or replacements of same being delivered to the respective parties not less than ten (10) days prior to the expiration date of such policies.

9.5 Mutual Release; Waiver of Subrogation; Mutual Indemnifications: Landlord and Tenant each waive, for themselves and anyone claiming by, through or under either of them, any subrogation rights they have or may have against the other party. Except as otherwise expressly provided herein, Landlord and Tenant each waive, for themselves and anyone claiming by, through or under either of them, any claims against the other party which may arise during the Term hereof with respect to any loss or damage to their property or the property of others which is covered (or required to be covered by the terms hereof) by property or casualty insurance carried by the damaged party; provided, however, the foregoing shall not be applicable to any claim or loss arising out of either party's default in failing to perform its respective maintenance or repair obligations under this Lease. In addition, Landlord and Tenant shall cause each such insurance policy carried by them insuring the Premises or the Shopping Center or the contents thereof, to be written to provide that the insurer waives all rights of recovery by way of subrogation against the other party hereto in connection with any loss or damage covered by the policy.

Landlord and Tenant agree to indemnify and hold the other party harmless from any and all claims, causes of action or judgments which may arise from, on, in or about the Shopping Center and Common Areas (with respect to Landlord) and the Premises (with respect to Tenant) unless

and to the extent that such claims, causes of action or judgments arise out of or are caused in whole or in part by the negligence of the other party or its employees, contractors or agents. The indemnification referenced herein is one of first defense and payment, not of reimbursement or surety, and includes any expenses and attorneys' fees which the indemnified party may incur in defending any such claims. The indemnification herein shall in no way be limited by or to the insurance carried by the indemnifying party, and shall survive the expiration or termination of this Lease.

ARTICLE X

DAMAGE AND DESTRUCTION

10.1 Damage and Destruction to the Premises: If the Premises shall be damaged by fire or other casualty (any of such causes being referred to herein as a "Casualty"), but the Premises shall not be thereby rendered wholly or partially untenable (i.e. untenable meaning Tenant is not able to conduct its regular business in the whole of the Premises without interruption or interference), Landlord shall with due diligence remove any resulting debris and repair/rebuild same to the condition existing immediately prior to the Casualty, and there shall be no abatement of Rent. If, as a result of a Casualty, the Premises shall be rendered wholly untenable (i.e. Tenant shall not be able to conduct its regular business in the whole of the Premises without interruption or interference), then, Landlord shall, at Landlord's sole cost and expense, with due diligence, remove any resulting debris and repair/rebuild same to the condition existing immediately prior to the Casualty, and all Rent, including Minimum Rent and additional rent and other charges hereby reserved, shall be abated proportionately as to the portion of the Premises rendered untenable during the period of such untenability. All prepaid Rent and other charges, if any, paid by Tenant for periods after the date of such damage or destruction shall be refunded and/or prorated based on the portion of the Premises rendered untenable during the period of untenability. If Landlord does not commence the repair and restoration work required pursuant to this Section 10.1 within the earlier to occur of: (i) sixty (60) days after the settlement of the insurance claims between Landlord and its insurance company, or (ii) one hundred eighty (180) days after the date of such destruction, or thereafter does not diligently pursue such work to completion, then Tenant shall have the right, at Tenant's option, to either: (i) upon ten (10) days prior notice to Landlord, perform such repair/restoration work at the sole cost of Landlord, which cost Landlord shall pay to Tenant during the course of such repairs within ten (10) days of invoice by Tenant; (ii) seek to obtain specific performance of Landlord's repair and restoration obligations pursuant to the laws of the State in which the Premises is located; or (iii) terminate this Lease by thirty (30) days written notice to Landlord, without waiving Tenant's rights to damages for Landlord's failure to perform its covenants and obligations hereunder. The rights granted Tenant in this Section 10.1 shall be in furtherance and not in limitation of any rights Tenant may have pursuant to Section 13.1 hereof.

10.2 Damage and Destruction to the Common Areas or Other Portions of the Shopping Center: If the Common Areas (specifically including truck access or delivery areas or parking areas) or any of the buildings located in the Shopping Center (exclusive of the Premises) shall, either previous to the beginning of the Lease Term or during the Lease Term, be damaged or destroyed, Landlord shall with due diligence remove any resulting debris and repair and/or rebuild the damaged or destroyed Common Areas and other buildings to substantially the same condition which existed on the date immediately preceding the date of the casualty with such changes or modifications thereof as Landlord shall desire provided that such changes or modifications (A) shall not materially or adversely alter the character of the Shopping Center as a commercial Shopping Center, and (B) shall not materially or adversely affect the relative location of the Premises to the other tenants and occupants of the Shopping Center. Until such time as such buildings and the Common Areas are substantially repaired, rebuilt and put in good and tenantable order, the Minimum Rent, additional rent and other charges hereby reserved, or a fair and just proportion thereof according to the nature and extent of the damage sustained affecting the Premises, shall be abated. If, as a result of a Casualty to the Common Areas, Tenant is unable to reasonably operate its business in the Premises (including, but not limited to any inability to receive deliveries or provide readily accessible parking for customers), Minimum Rent and additional rent shall be abated during the period of such inability of Tenant to operate its business in the Premises. If greater than thirty (30%) percent of the gross leasable area of the Shopping Center is damaged (excluding the Premises), or, if Landlord does not commence the

repair and restoration work required pursuant to this Section 10.2 within the earlier to occur of (a) sixty (60) days after the settlement of the insurance claims between Landlord and its insurance company, or (b) one hundred eighty (180) days after the date of such destruction, or thereafter does not diligently pursue such work to completion, then, in either such event, Tenant shall have the right, at Tenant's option, to either: (i) upon ten (10) days prior notice to Landlord, perform such repair/restoration work at the sole cost of Landlord, which cost Landlord shall pay to Tenant during the course of such repairs within ten (10) days of invoice by Tenant; (ii) seek to obtain specific performance of Landlord's repair and restoration obligations pursuant to the laws of the State in which the Premises is located; or (iii) terminate this Lease by thirty (30) days written notice to Landlord, without waiving Tenant's right to damages for Landlord's failure to perform its covenants and obligations hereunder. The rights granted Tenant in this Section 10.2 shall be in furtherance and not in limitation of any rights Tenant may have pursuant to Section 13.1 hereof.

10.2.1 Damage During Last Two Years: Notwithstanding the provisions of Sections 10.1 and Section 10.2 hereof, if during the last two (2) years of the initial term of the Lease, or any renewal thereof, the Premises or the Shopping Center are damaged to the extent of thirty-five percent (35%) or more of the replacement cost (exclusive of the land and foundations), and Tenant has not previously or does not thereafter notify Landlord of its exercise of Tenant's right to extend the Lease Term pursuant to Section 2.3, then this Lease may be terminated at the election of either Landlord or Tenant, provided that notice of such election shall be delivered by the electing party to the other within sixty (60) days after the occurrence of such damage or destruction. Upon the exercise of such option to terminate by either party hereto, this Lease shall be deemed null and void, the parties shall be released from all further liabilities thereafter arising under this Lease, and all Rent and other charges paid by Tenant for periods after the date of termination shall be promptly refunded.

10.3 Termination: In the event of any termination of this Lease as the result of the provisions of this Article X, this Lease shall be deemed null and void, and the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this Lease, and all Rent and other pre-paid charges paid by Tenant for periods after the date of termination as provided herein shall be promptly refunded.

ARTICLE XI

EMINENT DOMAIN

11.1 Condemnation: If, after the execution of this Lease and prior to the expiration of the Lease Term, the whole of the Premises shall be taken under power of eminent domain by any public or private authority, or conveyed by Landlord to said authority in lieu of such taking, then this Lease and the term hereof shall cease and terminate as of the date of such taking, subject, however, to the right of Tenant, at its election, to continue to occupy the Premises, subject to the terms and provisions of this Lease, for all or such part, as Tenant may determine, of the period between the date of such taking and the date when possession of the Premises shall have been taken by the taking authority, and any unearned Rent and other charges, if any, paid in advance, shall be promptly refunded to Tenant.

11.2 Termination Right: If, after the execution of this Lease and prior to the expiration of the term hereof, any taking under the power of eminent domain by a public or private authority or any conveyance by Landlord in lieu thereof shall result in:

- (i) A reduction of any portion of the Premises or fifteen (15%) percent or more of the gross leasable area of the balance of the Shopping Center exclusive of the Premises;
- (ii) The reduction of the parking area for the Shopping Center below a parking ratio of that allowed by local ordinance;
- (iii) A taking that results in the closing of any entrance or exit to the Shopping Center where no suitable alternative entrances or exits are substituted therefor in the reasonable judgment of Tenant; or

(iv) A taking of either a portion of the Common Areas or the access roads to the Premises or the Shopping Center, which taking materially impedes or materially interferes with access to the Premises;

then Tenant may, at its election, terminate this Lease by giving Landlord notice of the exercise of Tenant's election within thirty (30) days after Tenant shall receive notice of such taking. In the event of termination by Tenant under the provisions of this Section, this Lease and the term hereof shall cease and terminate as of the date of such taking, and unearned Rent and other charges, if any, paid in advance by Tenant shall be promptly refunded to Tenant provided however, Tenant, at its election, may continue to occupy the Premises, subject to the terms and provisions of this Lease, for all or such part, as Tenant may determine, of the period between the date of such taking and the date when possession of the Premises shall be taken by the appropriating authority.

11.3 Restoration: In the event of a taking in respect of which Landlord or Tenant shall not have the right to elect to terminate this Lease or, having such right, shall not elect to terminate this Lease, this Lease and the term thereof shall continue in full force and effect and Landlord, at Landlord's sole cost and expense, forthwith shall restore the remaining portions of the Premises, including any and all improvements made theretofore, together with the remaining portions of the parking areas, to an architectural whole in substantially the same condition that the same were in prior to such taking. A just proportion of the Minimum Rent reserved hereunder and any other charges payable by Tenant hereunder, according to the nature and extent of the injury to the Premises and to Tenant's business operations in the Premises, shall be suspended or abated until the completion of such restoration and thereafter the Rent and any other charges shall be reduced to equitably reflect the effect of such taking on Tenant's business operations in the Premises. Should Landlord fail to promptly commence and diligently proceed to so restore the remaining portions of the Premises, Tenant may at its option exercise any of the rights granted Tenant for failure by Landlord to repair or restore pursuant to Section 10.2 hereof.

11.4 Award: All compensation awarded for any taking, whether for the whole or a portion of the Premises, shall belong to Landlord; provided that Tenant shall be entitled to any award made to Landlord or to Tenant to the extent such award includes the unamortized cost of Tenant's betterments and improvements, moving expenses and the value of Tenant's trade fixtures, and further provided that Tenant may apply for and receive an award for the loss of Tenant's leasehold estate so long as such award in no way diminishes any award to Landlord or to any mortgagee of Landlord with respect to Landlord's remainder. If Landlord's award does not include such expenses, Tenant may pursue its own claim so long as it does not reduce the award to Landlord for the land and buildings.

11.5 Termination: In the event of any termination of this Lease pursuant to the provisions of this Article XI, the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this Lease.

ARTICLE XII

SUBORDINATION AND ATTORNMENT

12.1 Subordination: Tenant shall, within twenty (20) days upon the written request of Landlord, subordinate this Lease to the lien of any future mortgage upon the Premises or the Shopping Center, provided that the holder of any such mortgage (the "Mortgagee") shall enter into a written agreement in substantially the form and substance as the agreement attached hereto as **Exhibit "I"** (the "SNDA"). As used herein, "mortgage" shall include mortgages, deeds of trust, deeds to secure debt or other similar instruments, and any modifications, extensions, renewals and/or replacements thereof.

12.2 Attornment: Should Landlord sell, convey or transfer its interest in the Shopping Center or should any mortgagee of Landlord succeed to Landlord's interest through foreclosure or deed in lieu thereof, then Tenant shall attorn to such succeeding party as its landlord under this Lease promptly upon any such succession, provided that such succeeding party assumes, in a writing acceptable to Tenant in its reasonable judgment, all of Landlord's

duties and obligations under this Lease.

12.3 Estoppel Certificates: Upon the reasonable request of Landlord, Tenant agrees to execute and deliver to Landlord, within twenty (20) business days after receipt of such written request, a written instrument in the form of Exhibit "H" attached hereto (the "Estoppel Certificate"). Simultaneous with each request for an Estoppel Certificate, Landlord shall submit payment to Tenant in the amount of \$500 in consideration of Tenant's administrative costs (including the required due diligence and document preparation time) associated with each such request. In the alternative, Landlord may request that Tenant execute and deliver the Estoppel Certificate within five (5) business days, conditioned upon Landlord's payment to Tenant in the amount of \$1,000 for each such request and to reimburse Tenant for the administrative costs associated with the expediting same.

ARTICLE XIII

SELF HELP

13.1 Self Help: If Landlord defaults in the performance of any obligation imposed on Landlord by this Lease and does not cure such default within thirty (30) days after written notice (unless otherwise specified elsewhere in this Lease) from Tenant specifying the default (or does not within said period commence and diligently proceed to cure such default), Tenant, without waiver of or prejudice to any other right or remedy it may have, shall have the right at any time thereafter to cure such default for the account of Landlord, and Landlord, within thirty (30) days of invoice therefore, shall reimburse Tenant for any reasonable amount paid and any expense or contractual liability so incurred upon invoice; it being agreed that any amounts expended by Tenant on behalf of Landlord and not reimbursed by Landlord as provided above may be setoff by Tenant, with interest equal to the lesser of (i) the maximum rate of interest permitted in the state in which the Premises is located, or (ii) the prime rate from time to time published in the Wall Street Journal (or, if the Wall Street Journal is no longer being published, then another similar financial publication) plus two hundred (200) basis points ("Lease Interest Rate"), against future monthly Minimum Rent owing under this Lease until Tenant is reimbursed in full, and in no event shall such setoff be deemed a default of Tenant under the Lease.

13.2 Emergencies: Notwithstanding the terms and provisions of Section 13.1 hereof, in the event of emergencies, or where necessary to prevent injury to persons or damage to property, either party may cure a default by the other before the expiration of the waiting period but after giving written or oral notice to the other party.

ARTICLE XIV

DEFAULT AND REMEDIES

14.1 Remedies Upon Tenant's Default: In the event Tenant shall at any time be in default in the payment of Rent, or other charges herein required to be paid by Tenant or in the observance or performance of any of the other covenants and agreements required to be performed and observed by Tenant hereunder and any such default shall continue for a period of fifteen (15) days after written notice to Tenant for monetary obligations and thirty (30) days after written notice to Tenant for all other obligations (or if such default is incapable of being cured in a reasonable manner within the respective fifteen (15) or thirty (30) days, then if Tenant has not commenced to cure such default within the respective fifteen (15) or thirty (30) day period or thereafter does not diligently prosecute said cure to completion) and Tenant shall not thereafter cure such default, or should Tenant at any time use the Premises or any portion thereof for any illegal or unlawful purpose, or commit, or permit or tolerate the commission therein of any act made punishable by fine or imprisonment under the laws of the United States or the State in which the Premises is located or utilize the Premises or place on the Premises any objects which would give any fire or casualty insurer the right to cancel such coverage or otherwise endanger the safety of the property and persons thereon, and should such actions continue for a period of ten (10) days after written notice has been given to Tenant, then Landlord shall be entitled at its election, to exercise concurrently or successively, any one or more of the following rights in addition to all remedies otherwise provided in this Lease (except that no acceleration of Rent or

other charges shall ever be permitted hereunder):

(i) to bring suit for the collection of the Rent or other amounts for which Tenant may be in default (it being agreed that no acceleration of Rent or other charges shall ever be permitted hereunder) or for the performance of any other covenant or agreement devolving upon Tenant, all without entering into possession or terminating this Lease;

(ii) to re-enter the Premises with process of law and take possession thereof, without thereby terminating this Lease, and thereupon Landlord may expel all persons and remove all property therefrom, without becoming liable to prosecution therefor, and re-let the Premises and receive the rent therefrom applying such rent first to the payment of the reasonable expenses of such re-entry and the reasonable cost of such re-letting, and then to the payment of the monthly Rent accruing hereunder, the balance, if any, to be paid to Tenant. Tenant shall remain liable for any deficiency after each such monthly application (it being agreed that no acceleration of Rent or other charges shall ever be permitted hereunder). Landlord shall use its best efforts to re-let the Premises (Landlord having the duty and obligation to mitigate damages of Tenant). The commencement and prosecution of any action by Landlord in forcible entry and detainer, ejectment or otherwise, or the appointment of a receiver, or any execution of any decree obtained in any action to recover possession of the Premises, or any re-entry, shall not be construed as an election to terminate this Lease unless Landlord shall, in writing, expressly exercise its election to declare the Lease Term ended and to terminate this Lease, and, unless this Lease be expressly terminated, such re-entry or entry by Landlord, whether taken under summary proceedings or otherwise, shall not be deemed to have absolved or discharged Tenant from any of its obligations and liabilities for the remainder of the initial term of this Lease or any applicable option period;

(iii) to terminate this Lease, re-enter the Premises and take possession thereof. In the event Landlord shall elect to terminate this Lease, as aforesaid, all rights and obligations of Landlord and Tenant, or any permitted successors or assigns, shall cease and terminate, except that Landlord shall have and retain full right to sue for and collect all Rent and other amounts for the payment of which Tenant shall then be in arrears (it being agreed that no acceleration of Rent or other charges shall ever be permitted hereunder) and Tenant shall surrender and deliver up the Premises to Landlord and upon any default by Tenant in so doing, Landlord shall have the right to recover possession by summary proceedings or otherwise and to apply for the appointment of a receiver and for other ancillary relief in such action, provided Tenant shall have ten (10) days written notice after such application may have been filed and before any hearing thereon, and Landlord shall again have and enjoy the Premises, fully and completely, as if this Lease had never been made. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Landlord's obtaining possession of the Premises by reason of the breach or violation by Tenant of any of the covenants and conditions in this Lease contained.

14.2 Remedies Upon Landlord's Default: In the event that Landlord shall at any time be in default in the observance or performance of any of the covenants and agreements required to be performed and observed by Landlord hereunder and any such default shall continue for a period of thirty (30) days after written notice to Landlord (or if such default is incapable of being cured in a reasonable manner within thirty (30) days, then if Landlord has not commenced to cure such default within said thirty (30) day period or, having commenced thereafter does not diligently prosecute such cure to completion), then Tenant shall be entitled, at its election, to exercise concurrently or successively, any one or more of the following rights, in addition to all remedies otherwise provided in this Lease and otherwise available at law or in equity under the laws of the United States or the State in which the Premises is located:

(i) to bring suit for the collection of any amounts for which Landlord may be in default, or for the performance of any other covenant or agreement devolving

upon Landlord, together with all damages to Tenant by reason of any such breach, without terminating this Lease; and/or

(ii) provided the default of Landlord is of a material nature such that Tenant is unable to reasonably operate for business in the Premises, terminate this Lease upon thirty (30) days written notice to Landlord without waiving Tenant's rights to damages for Landlord's failure to perform its obligations hereunder. In the event Tenant shall elect to terminate this Lease, as aforesaid, all rights and obligations of Tenant, and of any permitted successors or assigns, shall cease and terminate, except that Tenant shall have and retain full right to sue for and collect all amounts for the payment of which Landlord shall then be in default and all damages to Tenant by reason of any such breach. Notwithstanding the foregoing, if Landlord shall commence to cure the default during such thirty (30) day period after Tenant has delivered written notice to Landlord of its termination of this Lease, Tenant's termination notice shall be deemed void and of no further force and effect and this Lease shall continue in full force and effect provided Landlord does actually cure such default.

14.3 Cumulative Remedies: All remedies of Landlord and Tenant herein created are cumulative (except that no acceleration of Rent or other charges shall ever be permitted hereunder) and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Landlord and Tenant shall deem necessary.

ARTICLE XV

SURRENDER OF PREMISES

15.1 Surrender of Premises: Tenant shall, on or before the last day of the Lease Term, or upon the sooner termination hereof, peaceably and quietly leave, surrender, and yield to Landlord the Premises, together with all alterations, additions, and improvements (other than Tenant's Property) in good order, condition and repair, ordinary wear and tear, damage by casualty and taking by condemnation excepted; it being specifically agreed and understood that in no event shall Tenant ever be required to remove any of the alterations, additions or improvements made to the Premises as permitted under the terms and provisions of this Lease. Such Tenant's Property shall be removed by Tenant in accordance with Section 6.4 hereof. Tenant shall repair any damage to the Premises directly resulting from the removal of such Tenant's Property. All Tenant's Property not so removed may, upon notice to Tenant, be removed and stored by Landlord at Tenant's cost.

15.2 Holding Over: In the event of Tenant's continued occupancy of the Premises after the expiration of the Lease Term, or any earlier termination provided or permitted by this Lease, such tenancy shall be a month-to-month tenancy terminable by either party upon ninety (90) days written notice, and such continued occupancy shall not defeat Landlord's right to possession of the Premises. All other covenants, provisions, obligations and conditions of this Lease shall remain in full force and effect during such month-to-month tenancy.

ARTICLE XVI

ACCESS TO PREMISES

16.1 Access and Entry: Landlord or Landlord's agents or designees shall have the right, after reasonable notice to Tenant, to enter upon the Premises at any reasonable time during normal business hours to examine the Premises or to make any repairs or maintenance required of Landlord hereunder, provided Landlord shall use its best efforts not to unreasonably interfere with the conduct of Tenant's normal business operations in the Premises. The foregoing notwithstanding, in the event of an emergency situation which Landlord reasonably believes may threaten life or property, Landlord shall only be required to give notice which is reasonable under those exigent circumstances. Landlord shall be allowed to take all materials into and upon the Premises that may be required to make such repairs or maintenance required of Landlord

hereunder so long as it does not constitute an eviction of Tenant in whole or in part, provided if Tenant cannot reasonably conduct its business in the Premises as a result of Landlord's actions for greater than forty-eight (48) hours, then the Rent shall abate after said forty-eight (48) hour period until Tenant is once again reasonably able to conduct its business in the Premises.

ARTICLE XVII

QUIET ENJOYMENT

17.1 Zoning; Building and Use Restrictions: Landlord represents and warrants that: (i) it has fee simple title in and to the Premises and Shopping Center; (ii) it has the right to make this Lease for the entire Lease Term, without obtaining consent from any other person or entity; (iii) there are no zoning ordinances or building and use restrictions (other than the Exclusive Uses, if any) affecting the Premises or Common Areas that would interfere with the use of the Premises by Tenant for the purposes permitted in this Lease; and (iv) there are no underlying or superior leases with respect to the Premises, except as stated in this Section 17.1.

17.2 Evidence of Title: Prior to the date hereof, Landlord has provided Tenant with evidence satisfactory to Tenant and Tenant's counsel that Landlord's title to the Premises and the Shopping Center is in the condition required by Section 17.1 hereof. Such evidence of title shall be deemed satisfactory if it is in the form of a policy of title insurance issued by a recognized title insurance company authorized to do business in the State in which the Premises is located.

17.3 Quiet Enjoyment: So long as Tenant shall pay the Rent herein reserved and perform all of the covenants and provisions of this Lease to be performed by Tenant, Tenant shall during the Lease Term freely, peaceably, and quietly enjoy and occupy the full possession of the Premises and the rights herein granted with respect to the Common Areas and the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, without molestation or hindrance by any person or entity whomsoever. In the event Tenant's quiet possession of the Premises or the Common Areas shall be disturbed by any person or entity claiming title to the Premises or the Common Areas superior to Landlord's title, (i) the Minimum Rent and other charges due hereunder shall be equitably abated during any such period, and (ii) the running of the Lease Term shall be tolled during such period, and the expiration date of the Lease Term (or Option Period, as applicable) shall be extended for the same number of days as the Lease Term was tolled. If such period shall continue for more than thirty (30) days after notice from Tenant, Tenant shall have the right, in addition to its other remedies at law or in equity, to terminate this Lease, and all of its rights to damages shall survive such termination.

ARTICLE XVIII

MISCELLANEOUS

18.1 Notices: Any notice or consent required to be given by, or delivered to, Landlord or Tenant hereunder shall be in writing and mailed by registered or certified mail, return receipt requested or delivered by a nationally recognized overnight courier, addressed to the respective parties at the addresses designated in Section 1.1 hereof or at such other address as may be designated in writing by the parties. All such notices shall be deemed effective upon receipt.

18.2 Successors and Assigns: All covenants, promises, conditions, representations, and agreements herein contained shall be binding upon, apply, and inure to the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

18.3 Entire Agreement: This Lease and the exhibits attached hereto constitute the sole and exclusive agreement between the parties with respect to the Premises. No amendments, modifications of or supplements of this Lease shall be effective unless in writing and executed by both Landlord and Tenant. All exhibits and schedules, if any, attached hereto are by this reference made a part hereof. Landlord and Tenant acknowledge that, in the course of

negotiating this Lease, they and their respective attorneys and other representatives have gradually reached preliminary agreement on the several terms set forth in this Lease and that, at all times, Landlord and Tenant have intended that none of such preliminary agreements (either singly or in combination) shall be binding on either party nor serve to evidence or indicate the meaning of any ambiguous or disputed words or terms and/or the intentions of any party, and that they shall be bound to each other only by this single, formal, comprehensive and integrated document. The parties acknowledge that none of the prior oral and written agreements between them (and none of the representations on which either of them has relied) relating to the subject matter of this Lease shall have any force or effect whatever, except as and to the extent that such agreements and representations have been incorporated in this Lease, as executed and delivered. Without limiting the foregoing, neither party shall make any use, direct or indirect, of any such preliminary agreements or preliminary draft instruments reviewed or exchanged in connection therewith, in any litigation, administrative proceeding or inquiry hereafter commenced between or against the parties.

18.4 Time is of the Essence: The time of the performance of all of the covenants, conditions, and agreements of this Lease is of the essence of this Lease; it being agreed that this provision shall in no event be construed as vitiating any of the cure periods for compliance set forth by virtue of the terms and provisions of this Lease.

18.5 Recording of Lease: This Lease shall not be recorded. A short form or memorandum of this Lease may, at Tenant's option, be prepared by Tenant, at Tenant's expense, and recorded by Landlord, at Landlord's expense. Landlord shall cause the short form or memorandum of lease to be recorded promptly upon the final execution of this Lease by both parties if so requested by Tenant. Landlord shall provide Tenant evidence of the recordation of such short form or memorandum of lease within thirty (30) days after the execution of this Lease by both parties.

18.6 Relationship of Parties: Nothing herein shall be construed so as to constitute a joint venture or partnership between Landlord and Tenant.

18.7 Force Majeure: In the event that either party shall be delayed or hindered in, or prevented from, the performance of any work, service, or other act required under this Lease to be performed by such party and such delay or hindrance is due to strikes, lockouts, Acts of God, governmental restrictions, enemy act, civil commotion, fire or other casualty, or other causes of a like nature beyond the control of the party so delayed or hindered, then performance of such work, service, or other act shall be excused for the period of such delay and the period for the performance of such work, service, or other act shall be extended for a period equivalent to the period of such delay. In no event shall a lack of financing or a delay in governmental permitting or governmental entitlements be deemed an unavoidable delay hereunder.

18.8 Governing Law: This Lease shall be construed under the laws of the State in which the Premises is located.

18.9 Partial Invalidity: If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

18.10 Submission of Lease: The submission of this Lease for examination does not constitute an offer to lease, or a reservation of or option for the Premises, and this Lease shall be effective only upon execution and delivery thereof by Landlord and Tenant.

18.11 Interpretation: In interpreting this Lease in its entirety, the printed provisions of this Lease and any additions written or typed thereon shall be given equal weight. Landlord acknowledges that it has read and reviewed this Lease and that it has had the opportunity to confer with counsel in the negotiation of this Lease. Accordingly, this Lease will be construed neither for nor against Landlord or Tenant, by operation of law or otherwise, but will be given a fair and reasonable interpretation in accordance with the meaning of its terms.

18.12 Brokers: Landlord and Tenant hereby warrant and represent that in

connection with this Lease that neither have dealt with any broker or other person or entity entitled to any brokerage commission, fee, or other compensation. Each party shall indemnify, defend, protect and hold harmless the other, their agents and legal representatives, against any fee, commission, or other compensation due to any person, firm, or corporation claiming to have acted in said party's behalf.

18.13 Survival of Obligations: The provisions of this Lease with respect to any express obligation of Landlord or Tenant to pay any sum or to perform any act required by this Lease after the expiration or other termination of this Lease shall survive the expiration or other termination of this Lease.

18.14 Headings, Captions and References: The Section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Lease as a whole, inclusive of the exhibits, except when noted otherwise. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders and the singular form shall include the plural, or plural shall include the singular, when the context so requires.

18.15 Attorney's Fees: The unsuccessful party in any action or proceeding shall pay for all costs, expenses and reasonable attorney's fees incurred by the prevailing party or its agents or both in enforcing the covenants and agreements of this Lease, including, but not limited to, reasonable attorney's fees, reasonable out-of-pocket litigation expenses, and court costs at all trial and appellate levels. The term "prevailing party" as used herein shall include without limitation a party who obtains legal counsel and brings an action against the other party by reason of the other party's breach or default and obtains substantially the relief sought by virtue of an adjudication on the merits thereof.

18.16 Hazardous Substances:

(i) As used in this Section, "Hazardous Substances" shall mean and include any of the substances, materials, elements or compounds that are contained in the list of hazardous substances adopted by the United States Congress or the Environmental Protection Agency ("EPA") or any substances, materials, elements or compounds affected by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree (collectively, "Environmental Law") now or at any time hereafter in effect, regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, dangerous, restricted or otherwise regulated waste, substance or material. As used in this Section, "Environmental Cleanup Work" shall mean any cleanup, re-mediation, removal, construction, alteration, demolition or installation that is required in connection with Hazardous Substances installed, used, stored, handled or located on the Premises or Shopping Center in order to comply with any Environmental Law.

(ii) Landlord has received no notice of, nor is the Landlord aware of, the existence of any areas in the Shopping Center where any Hazardous Substances have been generated, disposed of, released or found, and the Landlord has no knowledge of the existence of any such areas for the storage or disposal of any Hazardous Substances in the Shopping Center.

(iii) Landlord is not aware of any storage tanks located in the Shopping Center, either above or below ground, and the Landlord has no knowledge that the Shopping Center was previously used as a landfill or as a dump for garbage or refuse.

(iv) In the event any Hazardous Substances or asbestos shall be discovered on the Premises or the Shopping Center at any time, Landlord covenants to have same, at its sole cost and expense, encapsulated, removed, cleaned, maintained and/or monitored in compliance with all Environmental Laws. Landlord shall comply with, and shall pay all costs incurred in complying with, any Environmental Law, including the performance of and payment for any Environmental Cleanup Work and the preparation of any closure or other required plans.

(v) Unless occasioned by the actions of Tenant, its agents, employees or independent contractors, Landlord shall indemnify, defend, protect and hold harmless Tenant (and anyone claiming by, through, or under Tenant) from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and court costs) actually incurred by Tenant or anybody claiming by, through, or under Tenant as a result of the existence of any Hazardous Substances on the Shopping Center or any environmental problems relating to the Shopping Center; it being agreed and understood that this indemnity shall specifically survive the expiration or earlier termination of this Lease.

(vi) Tenant agrees that it will not use any Hazardous Substances in the Premises in violation of any governmental laws, ordinances or restrictions. Tenant shall indemnify, defend, protect and hold harmless Landlord (and anyone claiming by, through, or under Landlord) from and against any and all claims, liabilities, damages, losses, costs, and expenses (including attorneys' fees and court costs) actually incurred by Landlord or anybody claiming by, through, or under Landlord as a result of Tenant's use of any Hazardous Substances in the Premises in violation of any governmental laws, ordinances or restrictions unless said Hazardous Substances or environmental problems existed in the Premises prior to the date of this Lease or were caused by acts of Landlord, its agents, employees or contractors in which event this indemnity shall not apply; it being agreed and understood that this indemnity shall specifically survive the expiration or earlier termination of this Lease.

18.17 Communication Dish: Tenant shall have the right to place communication/satellite dishes on the walls or roof of the Premises, (the "Communication Dish") which shall be for Tenant's sole use only. Prior to installation, Tenant shall give Landlord notice of the installation of the Communication Dish. Tenant shall be responsible for the cost of installation, maintenance and removal of the Communication Dish.

Tenant's Communication Dish shall be considered Tenant's Property under this Lease. Any damage by fire or any other casualty to the Communication Dish shall be at Tenant's sole risk and expense, and any such damage, whether partial or complete, shall in no way operate to terminate this Lease or affect Tenant's obligations hereunder. No taking or condemnation of the roof or other parts of the Shopping Center used in connection with the Communication Dish shall give rise to any right of Tenant to terminate this Lease, nor shall Tenant share with Landlord in any award or damages with respect thereto, unless the Communication Dish is included in the condemnation or taking. If permitted by the condemning authority, Tenant shall be permitted to remove its Communication Dish prior to the effective date of any such condemnation.

Tenant agrees to pursue receipt of all approvals from all governmental authorities in connection with the installation, operation and maintenance of the Communication Dish, and to assume the costs of securing such approvals. Tenant shall use reasonable efforts not to install or operate or permit anyone claiming by, through or under Tenant to install or operate antennae, communications dishes or other equipment on the roof which will interfere with the use or operation (including the reception and transmission of signals to and from the same) of other antennae or communications dishes in the Shopping Center which were installed prior to the date of this Lease.

18.18 No Waiver. The failure of Landlord or Tenant to insist upon the strict performance of any provisions of this Lease, or the failure of Landlord or Tenant to exercise any right, option or remedy contained in this Lease, shall not be construed as a waiver for the future of any such provision, right, option, or remedy or as a waiver of any subsequent breach. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged.

18.19 W-9: Landlord shall, simultaneous with the execution of this Lease, execute a W-9 in the form attached hereto as Exhibit "E". The original W-9 shall be delivered by Landlord to Tenant with a fully executed counterpart of this Lease.

18.20 Schedule of Exhibits: All Exhibits referred to herein and attached to this Lease are incorporated herein by reference.

<u>Exhibit A</u>	-	Legal Description of Shopping Center
<u>Exhibit B</u>	-	Site Plan
<u>Exhibit C</u>	-	Intentionally Omitted
<u>Exhibit D</u>	-	Intentionally Omitted
<u>Exhibit E</u>	-	W-9
<u>Exhibit F</u>	-	Intentionally Omitted
<u>Exhibit G</u>	-	Intentionally Omitted
<u>Exhibit H</u>	-	Estoppel Certificate
<u>Exhibit I</u>	-	SNDA
<u>Exhibit J</u>	-	Intentionally Omitted
<u>Exhibit K</u>	-	Pylon Signage
<u>Exhibit L</u>	-	Exterior Signage
<u>Exhibit M</u>	-	Prohibited Uses
<u>Exhibit N</u>	-	Existing Exclusives

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF this Lease has been executed as of the day and year first above written.

LANDLORD:

FIFTY-U, LTD., a Texas limited partnership

By: 
Name: Barry Brown
Its: Partner


Unofficial Witness


Unofficial Witness

TENANT:

DOLGENCORP OF TEXAS, INC.,
a Kentucky corporation

By: 
Name: Melissa L. Heisse
Its: Sr. Director, Portfolio Management


Unofficial Witness

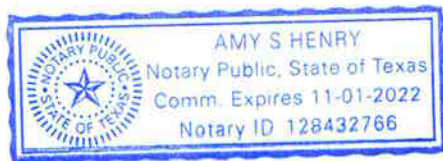

Unofficial Witness

LANDLORD AS LIMITED PARTNERSHIP

STATE OF Texas)
) SS
COUNTY OF hulblock)

On this the 23rd day of August, 2019, before me, the undersigned, personally appeared Berry Brown, who acknowledged himself/herself to be the Partner of FIFTY-U, LTD., a Texas limited partnership, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself/herself as Partner.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Amy S. Henry
My Commission Expires: 11/1/22

TENANT

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

On this the 15th day of October, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Melissa L. Heisse, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Sr. Director, Portfolio Management of DOLGENCORP OF TEXAS, INC., a Kentucky corporation, the within named bargainor, and that she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by herself as Sr. Director, Portfolio Management.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Kathryn Laird
Notary Public
My commission Expires: _____

EXHIBIT "A"

Legal Description of Shopping Center

LOT C - 1 & THE WEST 50' OF LOT D, BRIERCROFT ADDITION

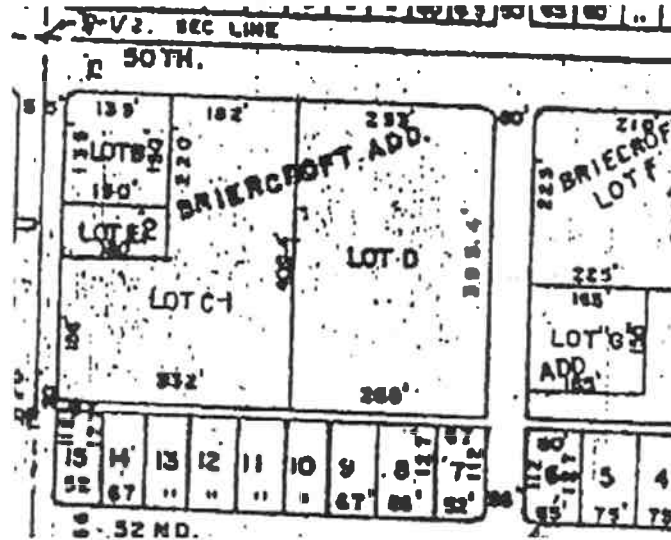
TO THE CITY OF LUBBOCK,

LUBBOCK COUNTY, TEXAS

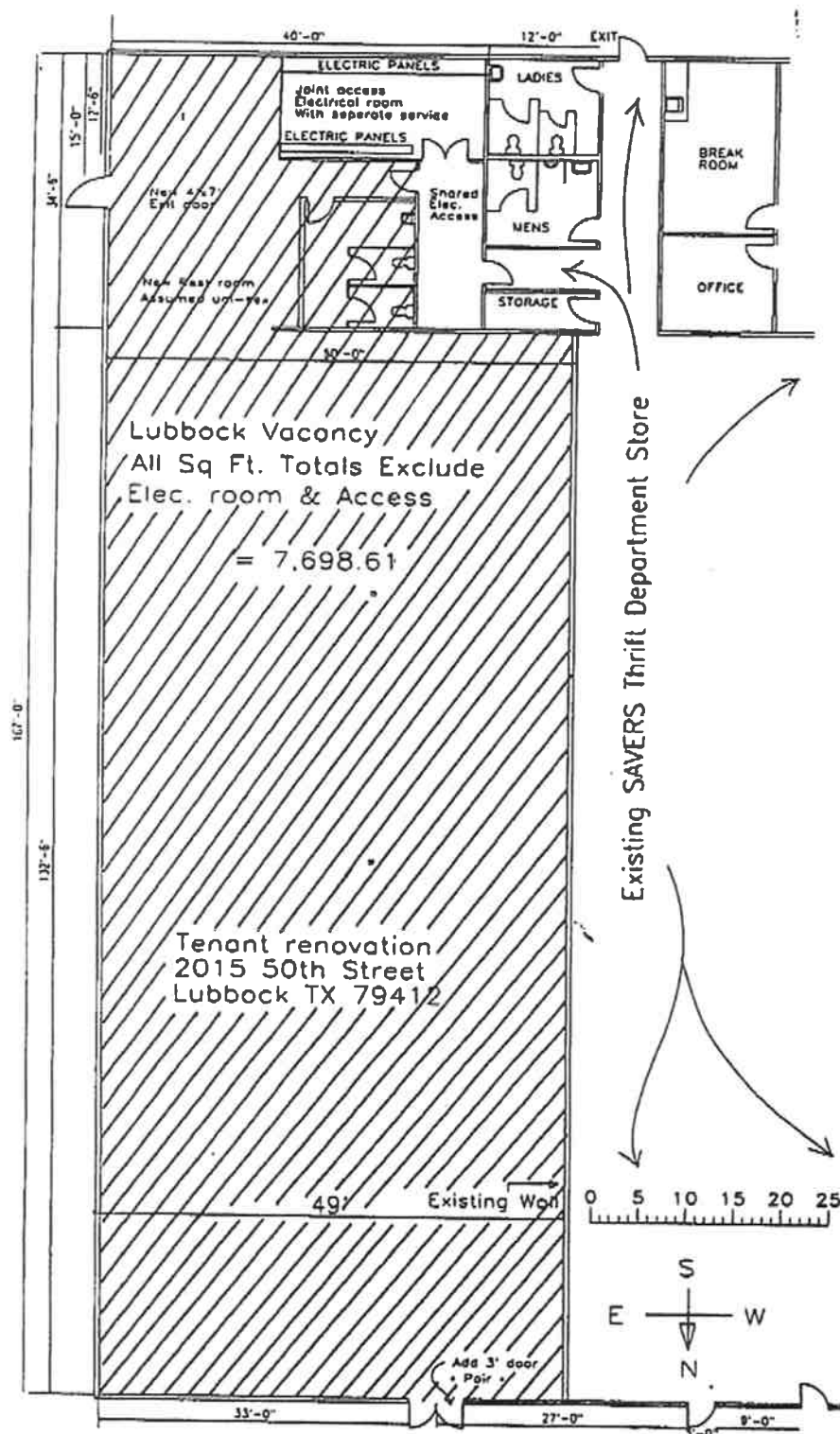
MUNICIPAL ADDRESS: 2015 50TH STREET, LUBBOCK, TEXAS 79412

EXHIBIT "B"

Site Plan



The Premises is more particularly shown below:



2015 50TH STREET, SUITE B, LUBBOCK, TEXAS 79412 – STORE #7768

EXHIBIT “C”

Intentionally Omitted

EXHIBIT “D”

Intentionally Omitted

EXHIBIT “E”

W-9

(see attached)

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Fifty-4 Ltd.		
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶		
	Address (number, street, and apt. or suite no.) 108 E 82nd St		
	City, state, and ZIP code Lubbock, TX 79404		
List account number(s) here (optional)		Requester's name and address (optional) Dollar General Corp.- Prudence Neely 100 Mission Ridge Goodlettsville, TN 37072	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

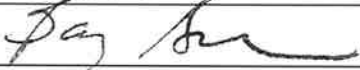
Social security number
or
Employer identification number 7512904183

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 8/23/2019
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).
3. The IRS tells the requester that you furnished an incorrect TIN.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

- The following payees are exempt from backup withholding:
- 1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
 - 2. The United States or any of its agencies or instrumentalities,
 - 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 - 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 - 5. An international organization or any of its agencies or instrumentalities.

- Other payees that may be exempt from backup withholding include:
- 6. A corporation.
 - 7. A foreign central bank of issue,
 - 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 - 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 - 10. A real estate investment trust,
 - 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 - 12. A common trust fund operated by a bank under section 584(a),
 - 13. A financial institution,
 - 14. A middleman known in the investment community as a nominee or custodian, or
 - 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.
²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

EXHIBIT “F”

Intentionally Omitted

EXHIBIT “G”

Intentionally Omitted

EXHIBIT "H"

Tenant Estoppel Certificate



**DOLLAR
GENERAL
CORPORATION**

100 Mission Ridge / Goodlettsville, TN 37072 / Phone 615-855-4000
Company Growth Administration Department / Fax 615-855-4663

ESTOPPEL CERTIFICATE

[Insert Lender's name and address]

Demised Premises: DOLLAR GENERAL STORE # _____
ADDRESS: _____
CITY / STATE / ZIP: _____

THIS IS TO CERTIFY THAT THE FOLLOWING IS TRUE AND CORRECT:

1. That the undersigned is the tenant under that certain Lease dated _____ (the "Lease") conveying a leasehold interest in the property described therein.
2. That the Lease is in full force and effect and has not been modified (except as set forth following this sentence). _____
3. That the monthly base rent due under the Lease has not been paid more than thirty (30) days in advance.
4. That, to Tenant's knowledge as of the date hereof, Landlord is not in default under the Lease (except as set forth following this sentence).

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of Tenant.

TENANT: _____

By: _____

Name: Melissa L. Heisse

Its: Sr. Director, Portfolio Management

Date: _____

EXHIBIT "I"

SNDA

After recording, please return to:

Vena Bridgeman
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

SAMPLE

**SUBORDINATION, ATTORNMENT AND
NON-DISTURBANCE AGREEMENT**

This Subordination, Attornment and Non-Disturbance Agreement ("Agreement") made to be effective this ____ day of _____, 20____, by and between _____, a _____ ("Tenant"), and _____, _____ ("Mortgagee").

STATEMENT OF PURPOSE

1. Mortgagee is the holder of a deed of trust, dated _____, _____ ("Mortgage") on the real estate described on Exhibit A attached hereto and incorporated herein by reference, which Mortgage is recorded in the Office of the _____ of _____ County, _____.
2. Tenant and _____ ("Landlord") have entered into that certain lease dated _____ (the "Lease").
3. Tenant and Mortgagee desire to confirm their understanding with respect to the lease and the Mortgage.

AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants and agreements, together with \$1.00 and other valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged by the parties, Mortgagee and Tenant hereby agree and covenant as follows:

1. The Lease shall be subject and subordinate to the Mortgage and to all renewals, modifications or extensions thereof.
2. Provided Tenant is not in material default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of its terms, covenants or conditions of the Lease to be performed by Tenant, (i) Tenant's rights and privileges under the Lease shall not be diminished or interfered with by Mortgagee; (ii) Tenant's occupancy of the Demised Premises shall not be disturbed by Mortgagee for any reason whatsoever during the Lease term; (iii) Mortgagee shall not in any manner disaffirm the Lease; and (iv) Tenant shall not be named a party to any foreclosure proceeding unless required by state law.

3. If the interests of Landlord are transferred to Mortgagee by reason of foreclosure or other proceedings brought by Mortgagee and Mortgagee succeeds to the interest of Landlord under the Lease, Tenant shall be bound to Mortgagee under all of the terms, covenants and conditions of the Lease for the balance of the Lease Term with the same force and effect as if Mortgagee were Landlord under the Lease, and Tenant does hereby attorn to Mortgagee as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Mortgagee succeeding to the interest of Landlord under the Lease. Tenant shall be under no obligation to pay rent to Mortgagee until Tenant receives written notice from Mortgagee that it has succeeded to the interest of Landlord under the Lease. Tenant may rely on such written notice and begin paying rent to Mortgagee without taking further action and Tenant shall incur no liability to Landlord in the event Tenant relies in good faith on such written notice to begin rent payments to Mortgagee. The respective rights and obligations of Tenant and Mortgagee upon such attornment (including, but not limited to, the disposition of fire insurance proceeds and/or condemnation awards), to the extent of the then remaining balance of the Lease Term shall be and are the same as set forth in the Lease, it being the intention of the parties to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth herein.
4. If Mortgagee succeeds to the interest of Landlord under the Lease, Mortgagee shall assume Landlord's obligations under the Lease and be bound to Tenant under all terms, covenants and conditions of the Lease, and Tenant shall, from and after Mortgagee's succession to the interest of Landlord under the Lease, have the same remedies against Mortgagee for the breach of any provision contained in the Lease after the date of Mortgagee's succession to the interest of Landlord under the Lease that Tenant might have had under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord.
5. All notices, consents and other communications pursuant to the provisions of this Agreement shall be given and deemed to have been properly served if delivered in writing (i) by certified mail, (ii) by a nationally recognized overnight courier providing signed proof of delivery or refusal thereof, or (iii) by facsimile; provided that a second copy of such notice is given by another method provided for herein on the date of the facsimile notice. Notices shall addressed as follows:

If to Mortgagee:

ATTN:

If to Tenant:

 100 MISSION RIDGE
 GOODLETTSVILLE, TN 37072

ATTN: LEASE ADMINISTRATION DEPARTMENT

with a copy to:

 100 MISSION RIDGE
 GOODLETTSVILLE, TN 37072

ATTN: GENERAL COUNSEL

FACSIMILE: (615) 855-4663

TELEPHONE: (165) 855-4000

Date of service of a notice served by mail shall be the date which is three (3) days after the date on which such notice is deposited in a post office of the United States Post Office Department, certified mail, return receipt requested. Date of service by any other method shall be the date of receipt. Each party may designate a change of address by notice to the other party, given at least fifteen (15) days before such change of address is to become effective. Final execution and delivery of this Agreement is in the State of Tennessee and shall be construed in accordance with the laws of the state where the Demised Premises are located, notwithstanding its conflict of laws provisions.

6. The Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect, to the Mortgagee and to any and all renewals, modifications and

extensions, but any and all such renewals, modifications and extensions shall nevertheless be subject to and entitled to the benefits of the terms of this Agreement.

- 7. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by both parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.
- 8. Capitalized terms not defined herein shall have the definitions given them in the Lease.
- 9. Tenant hereby executes and agrees to the provisions of this Subordination, Attornment and Non-Disturbance Agreement as of the date hereof, which approval shall be null and void if a fully executed and recorded original of this agreement shall not be received by Tenant no later than thirty (30) days from the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Agreement to be duly executed on the dates shown hereinafter below.

DATE:_____

TENANT:

BY: _____
NAME: MELISSA L. HEISSE

WITNESS:

ITS: SR. DIRECTOR, PORTFOLIO
MANAGEMENT

DATE:_____

MORTGAGEE:

BY: _____
NAME:_____

WITNESS:

ITS:_____

[illegible]

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Melissa L. Heisse, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Sr. Director, Portfolio Management of _____, a _____, the within named bargainor, and that she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by herself as Sr. Director, Portfolio Management.

WITNESS my hand and seal in _____, _____ this
_____ day of _____, 20____.

Notary Public

My commission Expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of _____, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand and seal this _____ day of _____, 20__.

Notary Public

My commission expires: _____

EXHIBIT “J”

Intentionally Omitted

EXHIBIT “K”

Shopping Center Signage

Tenant shall have the right to install and display Tenant’s sign panel on both sides of the Shopping Center Sign in the position shown below as Dollar General:



EXHIBIT "L"

Exterior Signage



EXHIBIT "M"

Prohibited Uses

In addition to and not in limitation of any of the provisions of the Lease, Tenant agrees that it shall not use the Premises for the following, and Landlord agrees that it shall not allow all or any portion of the Shopping Center to be used for the following:

1. Any use which is a public or private nuisance, or any use which creates vibrations or offensive odors which are noticeable outside of any building in the Shopping Center, or any noise or sound which can be heard outside of any building in the Shopping Center and which is offensive due to intermittency, beat, frequency, shrillness or loudness; excepting only low decibel outdoor music systems in outside seating areas, if any, approved by Landlord;
2. Any flashing lights, strobe lights, searchlights, or video screens (provided interior video screens not visible from the exterior shall be permitted);
3. Any operation primarily used as a warehouse operation (which shall not include storage incidental to a retail operation conducted on the same premises), any manufacturing, assembling, distilling, refining, smelting agricultural or mining operation (except for such manufacturing which is incidental to predominantly retail use), a factory, any industrial operation, any processing or rendering plant, or any lumber yard;
4. The sale, rental or storage of guns, firearms, ammunition, explosives or other unusually hazardous materials (other than materials sold or used in the normal course of a tenant's business, provided that the same are handled in accordance with all governmental rules, regulations and requirements applicable thereto);
5. Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors which are appropriately screened from public view and located in the rear of any building);
6. Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (but this provision shall not restrict the absolute freedom of Tenant or other tenants in the Shopping Center to determine their own selling prices, nor shall it preclude the conduct of periodic seasonal, promotional or clearance sales or legitimate going out of business sales);
7. Any central laundry, dry cleaning plant, or laundromat;
8. Any automobile and/or gas and/or service station or car wash, or any automobile, truck, van, trailer, boat mobile home or recreational vehicle sales, leasing, display or repair facility, including without limitation any tire and accessory facility (excluding Midas Muffler);
9. Any living quarters, sleeping apartments, or lodging rooms, including mobile home parks or trailer courts;
10. Any veterinary hospital or animal-raising facilities (except that this prohibition shall not prohibit pet shops with veterinary clinic inside provided the primary use of the premises is not a veterinary clinic);
11. Any funeral parlor or mortuary;
12. Any establishment selling or exhibiting pornographic materials; any adult bookstore or other similar establishment where minors are not permitted; any establishment selling or exhibiting paraphernalia for use with illicit drugs; any so called "head shop"; or any adult bookstore, adult video store or adult movie theater, except that this restriction shall not preclude the sale or rental of adult books or videos as an incidental part of the business of bona fide book or video sale or rental store (or book or video department of a store);

13. Any massage parlor, topless club, strip joint, exotic or erotic dance clubs;
14. Any pawn shop, flea market, junk yard, carnival, shooting gallery, bingo parlor or off-track betting parlor or other gambling establishment, facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines, video poker/black-jack/keno machines or similar devices. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities so long as such governmental and/or charitable activities are incidental to the business operation being conducted on the Premises;
15. Any auditorium, meeting hall, church, temple, synagogue or other house of worship, or similar place of general public assembly;
16. Pool or billiard halls, amusement park, bowling alleys, ice or roller skating rinks, or other entertainment facilities;
17. Dance or music halls, "disco", nightclubs or discotheques;
18. Video or game centers or arcades, provided that the foregoing shall not be deemed to limit or restrict pinball machines, electronic games, and other similar coin operated amusement machines which are incidental to the operation of any other permitted use;
19. Any training or education facility, including but not limited to, beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, the foregoing shall not be applicable to on-site employee or other training by a tenant incidental to the conduct of its business in its premises;
20. Psychic, tarot card reading or similar services; and
21. Bail Bondsman.

EXHIBIT “N”

Existing Exclusives

None.

Information

Agenda Item

Resolution - Civic Centers: Consider a resolution approving the recommendation from the Cultural Arts Grant Review Sub-Committee and the Civic Lubbock, Inc. Board of Directors, for the 2024 Cultural Arts Grant Program, using Hotel Occupancy Tax funds collected at the end of Fiscal Year 2022-23.

Item Summary

Civic Lubbock Inc. (CLI) is a 501(c)(3) established in 1956. Their mission is to foster and promote cultural, educational, and entertainment activities, to include the visual and performing arts, for the citizens of Lubbock and the surrounding communities. CLI and the City of Lubbock continued their 67-year partnership by entering into a license agreement in July 2023. The agreement defines the relationship between the City and CLI. The Lubbock City Council is responsible for appointing the CLI Board of Directors.

As part of this license agreement, CLI administers an allocation of the Hotel Occupancy Tax that is used to underwrite local visual and performing arts programs. The Cultural Arts Grant Program (CAGP) is funded through a portion of the Hotel Occupancy Tax allocation and those funds are used in making grant awards to local established non-profit organizations, for the encouragement, advancement, improvement, and application of the arts and the promotion of tourism in the Lubbock community.

The total allocation paid to CLI for the 2024 Program was \$578,145.04, which represents 5.92120% of the hotel/motel tax collected at the end of FY 2022-23. Of that allocation, the following amounts have been deducted: 10% (\$57,814.50) for the Public Art Program and (\$11,800.00) for the 2024 Airport Arts Program. This leaves \$508,530.54 available for the 2024 Cultural Arts Grant Program. In addition, interest of \$40,218.64 from prior year and current year funds, unused grant funds of \$890, and a carry-over of \$0.62 from 2023 funds provides a total of \$549,639.80 available for this annual cycle of Cultural Arts grants. CLI elected to absorb all administrative expenses incurred for administering this program. Therefore, the entire amount available for the 2024 CAGP is \$549,639.80.

A Grant Workshop was held on May 2, 2024, for first-time applicants wishing to apply for a Cultural Arts Grant. Thirty (30) applications were received by the June 1, 2024 deadline. The CAGP Review Committee and the CLI Board recommended full or partial funding for all thirty (30) applicants.

The CLI Board of Directors approved the grant award recommendations at their June 26, 2024 meeting. These recommendations are now being presented to the City Council for approval.

The CLI Board of Directors are requesting City Council approval of \$549,639.00 in grant awards for the 2024 CAGP.

All applicants recommended for grant awards are in good standing with the City of Lubbock and CLI.

Fiscal Impact

None

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Lisa Thomason, Civic Center Director
Cultural Arts Grant Review Sub-Committee
Civic Lubbock Inc. Board of Directors

Attachments

Resolution CAG
CLI Board Letter
CAG Recommendations
CAG Detail Support
Funding History
CLI License Agreement

RESOLUTION

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

THAT the City Council hereby approves the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. Board of Directors for the 2024 Cultural Arts Grant Program using Hotel Occupancy Tax funds collected at the end of FY 2022-2023.

Passed by the City Council on _____.

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:



Rachael Foster, Assistant City Attorney



June 26, 2024

Lisa Thomason
Director
Lubbock Memorial Civic Center
1501 Mac Davis Ln
Lubbock, Texas 79401

Dear Ms. Thomason:

The Cultural Arts Grant Review Committee and the Civic Lubbock Board of Directors are presenting the grant award recommendations for the City of Lubbock's Cultural Arts Grant Program for 2024. All applicants recommended for grant awards are in good standing with the City of Lubbock and Civic Lubbock, Inc.

The total allocation received by Civic Lubbock, Inc. from the Hotel Occupancy Tax for the 2024 visual and performing arts programs was \$578,145.04. From that allocation, the following amounts were deducted: \$57,814.50 for the Public Art Program and \$11,800 for the Airport Arts Program. After the deductions, \$508,530.54 was available for the 2024 Cultural Arts Grant Program. In addition, interest of \$40,218.64, unused grant funds of \$890.00 and carryover funds of \$.62 were available for the 2024 program, making the amount designated for the 2024 Cultural Arts Grant Program a total of \$549,639.80. CLI elected to absorb any administrative expense in administering this program making the entire allocation of \$549,639.80 available for the 2024 Cultural Arts Grant Program.

The Cultural Arts Grant Review Committee is comprised of five members; three Civic Lubbock, Inc. Directors assigned by Civic Lubbock, Inc. and two members-at-large appointed by the City Council. They are as follows:

Christi Cage, CLI Board of Directors/Chair of the Grant Review Committee
Roger Karr, CLI Board of Directors
Kathy Horkey-Wolff, CLI Board of Directors
Paula January, Member-at-Large appointed by City Council
Christena Gonzales, Member-at-Large appointed by City Council

Lisa Thomason

June 26, 2024

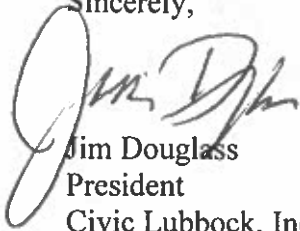
Page 2

In reviewing requests and developing funding recommendations for each application, the Cultural Arts Grants Review Committee followed the approved 2024 Cultural Arts Grant Guidelines and Procedures. A Grant Workshop was held on May 2, 2024 for first time applicants wishing to apply for a Cultural Arts Grant. Included among the workshop presenters was a representative from Visit Lubbock (the Lubbock Convention and Visitors Bureau).

Accompanying this document are the grant award recommendations as approved by the CLI Board at their June 26, 2024 meeting. Thirty applications were received and thirty applications are recommended for full or partial funding. The total amount of funding requested for the 2024 grant cycle was \$671,950.00 of which \$549,639.00 is recommended for funding. The remaining \$.80 will be carried over to the 2025 Cultural Arts Grant Program.

The Civic Lubbock, Inc. Board of Directors requests that the City Council consider approval of the Cultural Arts Grant awards of \$549,639.00 as approved by the Civic Lubbock, Inc Board.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Douglass", is written over the printed name and title.

Jim Douglass
President
Civic Lubbock, Inc.

Attachments

City of Lubbock/Civic Lubbock, Inc. Cultural Arts Grant Program
2024 Cultural Arts Grant Award Recommendations
July 23, 2024

Grant No.	Organization	Project	Requested	Recommended
2406-001	The Lubbock Chorale	2024 Handel's "Messiah" Sing-a-Long	\$ 4,000	\$ 4,000
2406-002	Robert Burns Society of West Texas	10th Anniversary Robert Burns Supper and Celebration	11,750	8,930
2406-003	Lubbock Entertainment and Performing Arts Assn	Buddy Holly Songwriters Retreat & Concert and "Words of Love" US Launch	25,000	21,412
2406-004	Lubbock Live Festival	Lubbock Live Festival for the Arts	85,000	41,000
2406-005	Lubbock Christian University Theatre	Lubbock Christian University Theatre Season 2024/2025	36,600	32,000
2406-006	Flatland Productions, Inc.	Caldwell Kids Spring Concert 2025	20,000	15,800
2406-007	Broadway Festivals, Inc.	2025 35th Annual 4th on Broadway Celebration	50,000	40,500
2406-008	West Texas Watercolor Society	2024/2025 West Texas Watercolor Society Shows	5,000	5,000
2406-009	Texas Tech University - International Affairs	24th Annual High and Dry Photography Exhibit	1,000	1,000
2406-010	West Texas Watercolor Society	Western Federation of Watercolor Societies 50th Annual Exhibit and Meeting	10,000	10,000
2406-011	Youth Artist Guild Lubbock	Youth Artist Guild 2024/2025 Performing Arts Season	15,500	11,780
2406-012	Lubbock Arts Alliance, Inc.	PDA (Public Display of Art) in Lubbock 2025	15,000	11,850
2406-013	Lubbock Arts Alliance, Inc.	Lubbock Cultural District Marketing 2024/2025	7,000	7,000
2406-014	Lubbock Arts Alliance, Inc.	47th Annual Lubbock Arts Festival	65,000	57,997
2406-015	Texas Tech University-School of Art/Landmark Arts	Beyond Indochine: Vietnamese and Cambodian Art after Fantasy	4,500	4,500
2406-016	Ballet Lubbock	Ballet Lubbock 2024/2025 Season	20,000	20,000
2406-017	Lubbock Symphony Orchestra, Inc.	2024/2025 Masterworks Season	70,000	57,000
2406-018	Flatlands Dance Theatre	Flatlands Dance Theatre 2024/2025 Season	12,000	9,120
2406-019	Lubbock Moonlight Musicals, Inc.	Moonlight Musicals 2024/2025 Season	50,000	40,000
2406-020	University Interscholastic League, TTU	UIL Summer Theatre/Technical Camps 2025	14,000	14,000
2406-021	University Interscholastic League, TTU	UIL Region 1 4A and 5A One-Act Play Competition 2025	12,000	12,000
2406-022	University Interscholastic League, TTU	2024 UIL One-Act Play Directors Workshop	6,000	6,000
2406-023	Underwood Center for the Arts	First Friday Art Trail	32,000	25,600
2406-024	Underwood Center for the Arts	Flatland Film Festival	9,500	9,500
2406-025	Underwood Center for the Arts	Firehouse Presents: Concerts, Theatrical Events, and Film Screenings	10,600	10,600
2406-026	Underwood Center for the Arts	Hub City Renaissance Faire	6,500	6,500
2406-027	Lubbock Community Theatre, Inc.	LCT's 2024/2025 Performing Arts Programming	45,000	37,550
2406-028	West Texas Dancing Raiderettes	WTDR Dance Company 2024/2025 Season	10,000	10,000
2406-029	Ballet Folklorico/Lubbock Centro Aztlan	Viva Aztlan Festival 2025	10,000	10,000
2406-030	Fiestas del Llano, Inc.	Fiestas Patrias 2024	9,000	9,000
TOTAL			\$ 671,950	\$ 549,639
Funding for the 2024 Cultural Arts Grant Program				
City of Lubbock Hotel Occupancy Tax allocation			\$ 578,145.04	
Less 10% allocated for Public Art Acq/Maint per City/CLI Agreement			(57,814.50)	
Less funding for the Airport Arts Program			(11,800.00)	
Interest earned on 2019 funds not yet allocated as of 3/31/2024			272.71	
Interest earned on 2021 funds not yet allocated as of 3/31/2024			150.48	
Interest earned on 2022 funds not yet allocated as of 3/31/2024			3,312.07	
Interest earned on 2023 funds as of 3/31/2024			13,231.78	
Interest earned on 2024 funds as of 3/31/2024			23,251.60	
2022 Hotel Live Music Grant funds not used			890.00	
Carry over from 2023 CAG funding			0.62	
Total available for 2024 CAG Program			\$ 549,639.80	

Cultural Arts Grant Review Committee
Grant Recommendations
2024 Granting Cycle

2406-001 The Lubbock Chorale
2024 Handel's "Messiah" Sing-a-Long
Amount Requested: \$ 4,000
Amount Recommended: \$ 4,000

The Lubbock Chorale requested \$4,000 to assist with costs associated with the presentation of the 2024 Handel's "Messiah" Sing-a-Long Holiday Concert. This masterpiece, complete with chorus, soloists and orchestra, will be held in the Crickets Theatre at Buddy Holly Hall on December 7, 2024. Audience members will have the opportunity to participate in the sing-a-long.

Committee Comments:

- Project has good artistic merit.
- Application indicates a good marketing plan; includes utilizing social media platforms and online tourism calendars, which have proven to be effective tools to maximum attendance.
- Application indicates a good plan for tracking tourism through zip code data provided from Select-a-Seat.
- Cultural Arts Grant funds recommended (\$4,000) would be used towards the cost of Professional Services (Orchestra/Soloists, Accompanist, and Graphic Designer) and Promotion/Publicity.

2406-002 The Robert Burns Society of West Texas
10th Anniversary Robert Burns Supper and Celebration
Amount Requested: \$ 11,750
Amount Recommended: \$ 8,930

The Robert Burns Society of West Texas requested \$11,750 to assist with costs associated with the 10th Anniversary Robert Burns Supper and Celebration to be held on January 25, 2025 at the Texas Tech University International Cultural Center. This traditional celebration of Scottish heritage and culture focuses on the literary legacy of Robert Burns, Poet Laureate of Scotland, his songs and poems. In addition to performances by local bagpipers and a Celtic harpist, a concert featuring the Celtic Band, "The Steel City Rovers" from Hamilton, Ontario, Canada will be performed.

Committee Comments:

- Project has good artistic and cultural merit.
- Applicant plans to partner with a local hotel.
- Application indicates a good marketing plan for generating tourism outside the Lubbock area; applicant plans to reach out to other Scottish heritage organizations.
- In the past, the event has drawn visitors from California, Colorado, New Mexico and Oklahoma as well as other cities in Texas.
- Application indicates a good method for tracking tourism using guest registers and zip code tracking through Select-a-Seat.
- Cultural Arts Grant funds recommended (\$8,930) would be used towards the cost of Professional Services (Musician Fees and Sound System), Facilities, Promotion/Publicity, and/or Postage.

2406-003

Lubbock Entertainment and Performing Arts Assn.

Buddy Holly Songwriters Retreat/Concert & “Words of Love” US Launch

Amount Requested: \$ 25,000

Amount Recommended: \$ 21,412

The Lubbock Entertainment and Performing Arts Association (LEPAA) requested \$25,000 to assist with costs associated with the fourth annual Buddy Holly Songwriters Retreat/Concert and the US Launch of “Words of Love, a book covering Buddy Holly’s life, music and enduring legacy. The book launch will take place on September 30, 2024. The Songwriters Retreat and Concert will be held October 1-4, 2024. Songwriters from around the world are expected to participate. The songwriters will be paired up in small groups of three to write original songs. The mentor will be 2016 Nashville Songwriters Hall of Famer, Beth Nielsen Chapman. The Concert, which will include the best of the best songs composed over the week, will be performed at a ticketed event in the Crickets Theatre at Buddy Holly Hall. A unique feature this year will include Ms. Chapman and her songwriting group conducting a mini-master class at a LISD high school with students bussed in from other schools as well as a master class in songwriting at TTU’s School of Music.

Committee Comments:

- Project has good artistic merit.
- Application indicates a good marketing plan for promoting the project outside the Lubbock area.
- Application indicates a consistent number of hotel rooms utilized for the first three Songwriter Retreats/Showcases.
- Applicant plans to partner with a local hotel.
- Application indicates a good plan to market the project on local, national and international media platforms; participating songwriters will be required to make posts on their social media pages.
- Application indicates corporate and other grant support.
- Cultural Arts Grant funds recommended (\$ 21,412) would be used towards the cost of Professional Services (Mentor Fee, Videography, Photography, Production costs), and/or Rental (Music Equipment).

2406-004

Lubbock Live Festival

Lubbock Live Festival for the Arts

Amount Requested: \$ 85,000

Amount Recommended: \$ 41,000

Lubbock Live Festival requested \$85,000 to assist with musician fees associated with the Fifth Annual Lubbock Live Festival for the Arts to be held in August of 2025 in the Lubbock Arts District. The purpose of the festival is to showcase new and emerging local artists and to give back to the local arts community. It is anticipated there will be 40 local artists from a variety of disciplines including music, dance, theater, and visual arts with the goal in mind of supporting the arts and helping all who attend know more about what Lubbock has to offer artistically. Music genres will include Rock, Rap, Country, Soul, R&B, Americana, Indie and Jazz along with various dance styles ranging from folklorico to fire spinners and traditional ballet.

Committee Comments:

- Project has strong artistic merit.
- The organization is hoping to increase attendance by bringing in multiple bigger-named artists.
- Application indicates a good marketing plan including TV/Radio, calendar listings on various tourism websites and, and targeted social media ads.

- Application indicates a good plan to track tourism and room nights generated.
- Application indicates that the organization has applied for other foundation grant funds.
- Cultural Arts Grant funds recommended (\$41,000) would be used towards the cost of Professional Services (Musician Fees).

2406-005

**Lubbock Christian University Theatre
Lubbock Christian University Theatre Season 2024/2025**

Amount Requested: \$ 36,600

Amount Recommended: \$ 32,000

The Lubbock Christian University Theatre requested \$36,600 to assist with costume rental, puppet rentals and orchestra musician fees for their 2024/2025 season of musical productions. LCU Theatre will be presenting two full-scale productions. The production of *Little Shop of Horrors* by Ashman and Menken will be presented in October of 2024 with a student cast of 15, 8 orchestra musicians and the rental of large puppets. In August of 2025, a production of *My Fair Lady* will be presented and include a student cast of 50+ and 22 orchestra musicians.

Committee Comments:

- Project has strong artistic and educational merit.
- Application indicates a good marketing plan outside the region to include postings on tourism websites, social media posts, postcard mail outs to the theatre mailing list and area theatre teachers.
- Application indicates a good plan to track tourism.
- Applicant plans to partner with a local hotel.
- Cultural Arts Grant funds recommended (\$32,000) would be used towards the cost of Professional Services (Orchestra Musicians) and/or Rentals (Costumes and Puppets).

2406-006

**Flatland Productions, Inc.
Caldwell Kids Spring Concert 2025**

Amount Requested: \$ 20,000

Amount Recommended: \$ 15,800

Flatland Productions requested \$20,000 to assist with costs associated with the presentation of the Caldwell Kids Spring Concert to be held on three dates between March 1 and July 1, 2025. The two-hour and 30-minute production will feature individual singers and group performances from an ensemble cast of 40-50 students ranging in age from 4-18 years old. The students will have the opportunity to work with professional musicians who will comprise the core rhythm section for the concerts. Guest artists ranging from professional performers to professional technical experts in the fields of lighting design and sound engineering will be utilized and perform with the students.

Committee Comments:

- Project has strong artistic and educational merit.
- Applicant has a good plan for marketing using a variety of media platforms.
- Applicant plans to partner with a local hotel.
- Applicant plans to use ticket sales data, on-site surveys and communication with hotels to track tourism.
- Cultural Arts Grant funds recommended (\$15,800) would be used towards the cost of Professional Services (Musicians, Guest Artists, Production Staff, and Stage Crew) and/or Facility Rental.

2406-007

Broadway Festivals, Inc.

2025 35th Annual 4th on Broadway Celebration

Amount Requested: \$ 50,000

Amount Recommended: \$ 40,500

Broadway Festivals requested \$50,000 to assist with costs associated with the 35th Annual 4th on Broadway Celebration to be held on July 2-4, 2025. The free-to-the-public activities in MacKenzie Park on July 4th will include 300 singers and musicians performing on six different stages, a massive kid's area, an evening concert and other family friendly activities.

Committee Comments:

- The music components of the project reflect strong artistic merit.
- The application indicates that the concerts on July 2 and 3 will be funded and presented by other promoters; this is an added benefit for the activities on the 4th as it will encourage visitors to attend all three days.
- Application indicates a good plan to track tourism.
- Applicant plans to block rooms at a local hotel with the assistance of Visit Lubbock.
- Application indicates a good marketing plan to target local, regional and potential national attendees.
- Application indicates strong in-kind and corporate support.
- Cultural Arts Grant Funds recommended (\$40,500) would be used towards the cost of Professional Services (Music Production Contract and Musicians performing in MacKenzie Park).

2406-008

West Texas Watercolor Society

2024/2025 West Texas Watercolor Society Shows

Amount Requested: \$ 5,000

Amount Recommended: \$ 5,000

The West Texas Watercolor Society requested \$5,000 to assist with costs associated with the presentation of its 2024 Fall Small Works Show, 2024 Winter Signature Show and 2025 Summer Show. The Fall Show will be held October 1-29, 2024 at the Broadway Contemporary Fine Art Gallery. The small works show will feature works as small as a postage stamp to no larger than a 10" x 10" painting. The Winter Signature Show will be held December 1, 2024-January 14, 2025 at the Buddy Holly Center and feature water media art produced by artists of Texas and the U.S. The 2025 Summer Show will be held May 1-June 30, 2025 at the Lubbock Municipal Garden and Arts Center and will have two categories: Novice/Intermediate and Advanced/Professional. All scheduled shows will be on exhibit during the First Friday Art Trail during those months.

Committee Comments:

- Project has strong artistic merit.
- Applicant has a good marketing plan in place; plans to promote the show through various online tourism websites and calendars, social media and venue websites.
- Applicant has a good plan in place for tracking tourism and room nights generated.
- Cultural Arts Grant funds recommended (\$5,000) would be used towards the cost of Professional Services (Jurors/Café Call), Facility Rental, Promotion/Publicity and Other (Artist Awards).

2406-009

Office of International Affairs, TTU
24th Annual High and Dry Photography Exhibit
Amount Requested: \$ 1,000
Amount Recommended: \$ 1,000

The Office of International Affairs at Texas Tech University requested \$1,000 to support the 24th Annual High and Dry Photography Exhibit to be on display in the International Cultural Center Galleries from December 6, 2024-February 28, 2025. Approximately 85 photographers will submit over 350 photographs from which 70 images will be selected for the exhibition. A key element in attracting participation is the involvement of esteemed jurors from the country's photography community.

Committee Comments:

- Project has strong artistic merit.
- Having a nationally known juror from outside the Lubbock area creates the potential to generate more entries and even more high quality entries.
- Applicant has a good plan in place for marketing outside the Lubbock area. Event calendar listings, tourism publications, social media and radio advertising will be used to promote the exhibition.
- Applicant plans to include a link to the Visit Lubbock website on all promotional materials, which will provide information on local hotels.
- Applicant has a good plan in place for tracking tourism and room nights generated.
- Cultural Arts Grant funds recommended (\$1,000) would be used towards the cost of Professional Services (Juror Honorarium), Supplies/Materials (Exhibit Supplies), Promotion/Publicity, and Postage.

2406-010

West Texas Watercolor Society
Western Federation of Watercolor Societies 50th Annual Exhibit/Meeting
Amount Requested: \$ 10,000
Amount Recommended: \$ 10,000

The West Texas Watercolor Society requested \$10,000 to assist with costs associated with hosting the Western Federation of Watercolor Societies 50th Annual Exhibit and Meeting to be held on various dates between February 1 and May 4, 2025 at the Museum of Texas Tech. The exhibition itself will be on display for three months. A workshop will be conducted by Illinois watercolor artist Ken Call on April 9-11, 2025. Mr. Call will also serve as juror for the show. The show is expected to draw up to 1,000 entries from 300-500 artists. Mr. Call will select approximately 100 paintings from those entries to hang in the Museum for the exhibition. The West Texas Watercolor Society last hosted this event in 2015.

Committee Comments:

- Project has strong artistic and educational merit.
- Application indicates the project will draw delegates, artists and family members from the 10 member societies located in Dallas, San Diego, Oregon, Idaho, Arizona, New Mexico, Utah, Colorado and West Texas.
- Applicant plans to block rooms at a local hotel.
- Applicant has a good plan in place to track tourism and room nights.
- Applicant has a good marketing plan in place; plans to promote the event through various online watercolor society websites, online calendars and social media.
- Application indicates strong grant support from other foundations.
- Cultural Art Grant Funds recommended (\$10,000) would be used toward the cost of Professional Services (Juror/Judge), Facility Rental, and Other (Artist Awards).

2406-011

**Youth Artist Guild Lubbock
2024/2025 Performing Arts Season**
Amount Requested: \$ 15,500
Amount Recommended: \$ 11,780

The Youth Artists Guild of Lubbock requested \$15,500 to assist in funding performances, classes, camps and workshops for their 2024/2025 season. These activities will take place at the Hollingsworth Hall Cultural Center on Boston Ave. The season will include the production of four student-produced plays, one musical production, fall and spring homeschool performing arts classes, performing arts summer camps, student playwriting program, student improve troupe and community workshops. The activities provide students with the opportunity to learn theatre, dance and music history, traditions, styles and skills while participating in expressing, creating, and performing pieces that represent multiple cultures and art mediums.

Committee Comments:

- Project has strong artistic and educational merit.
- Application indicated strong growth in attendance from 2022 to 2023.
- Applicant has a good marketing plan in place; plans to promote classes and performances on various online tourism calendars, local online calendars, and on various social media platforms.
- Cultural Arts Grant funds recommended (\$11,780) would be used towards the cost of Professional Services (Directors/Choreographers/Instructors), Rentals (Scripts/Performance Rights/Royalties), Supplies/Materials (Costumes/Set building materials), and/or Promotion and Publicity.

2406-012

**Lubbock Arts Alliance, Inc.
PDA (Public Display of Art) in Lubbock 2025**
Amount Requested: \$ 15,000
Amount Recommended: \$ 11,850

The Lubbock Arts Alliance requested \$15,000 to assist with artist fees associated with the “PDA (Public Display of Art) in Lubbock” initiative. This project places large-scale artworks at major intersections throughout Lubbock for a period of two years. After two years, new pieces of art are selected to replace the current ones thus insuring that there is always something new to view at various intersections. This project is a collaboration of Texas Department of Transportation, the Tornado Industrial/Arts, and the Lubbock Arts Alliance. The Featured Artist selected is Tornado Industrial/Arts. They will be creating two sculptures called “Butterflies.” Each sculpture will measure 8’x8’ and stand about 12’ tall. This project helps enhance roadsides and community gateways and attracts visitors to the area.

Committee Comments:

- Project has strong artistic merit.
- Application shows good collaboration/support from other organizations in the community.
- Applicant plans to track visitors that view each piece of public art using open rates on weekly e-blasts, interactions on social media and online surveys.
- There is a good marketing plan in place to promote the artwork to visitors and potential visitors through television coverage, newspaper articles, social media campaigns, and press releases to regional/statewide media.
- Application indicates strong foundation grant support.
- Cultural Arts Grant funds recommended (\$11,850) would be used towards the cost of Professional Services (Artist Professional Fee).

2406-013

Lubbock Arts Alliance
2024/2025 Cultural District Marketing
Amount Requested: \$ 7,000
Amount Recommended: \$ 7,000

The Lubbock Arts Alliance requested \$7,000 to continue promotion of Lubbock's Cultural District and the activities that take place within the District thereby attracting tourism, stimulating the economy and facilitating growth of the cultural sector. Social media will continue with posts and paid ads. They plan to add a SMS text feature to the advertising campaign with information and images of events and venues in the Cultural District. To further promote the website and encourage sign-ups for the weekly newsletters, the Arts Alliance plans to continue its 4"x4" Collector Card series, featuring different venues and artwork found in the District. These marketing efforts inform residents and visitors of the activities and events in the District to help drive attendance, generate ticket sales, and increase engagement with the arts.

Committee Comments:

- Project promotes the arts, humanities and cultural tourism.
- Application indicates new initiatives to further promote and market cultural and arts activities held in the Cultural District.
- Application indicates strong foundation grant support.
- Cultural Arts Grant funds recommended (\$7,000) would be used towards the cost of Professional Services (Contract Labor/Photography/Graphic Design/Technical upgrades) and Promotion/Publicity.

2406-014

Lubbock Arts Alliance, Inc.
47th Annual Lubbock Arts Festival
Amount Requested: \$ 65,000
Amount Recommended: \$ 57,997

The Lubbock Arts Alliance requested \$65,000 to support the 47th Annual Lubbock Arts Festival to be held on April 12-13, 2025 at the Lubbock Memorial Civic Center. The theme for the 2025 Arts Festival will be "Upcycle," underscoring their commitment to sustainability in the arts. This event will merge art and environmental awareness and showcase artists who utilize recycled, repurposed and reused materials. Highlights include "Paint Chip Art" by Jennifer Lashbrook who meticulously cuts and arranges paper paint swatches into collage-style images of landscapes, cityscapes portraits and famous artworks and sandpainting by Ben Martinez of Oaxaca, Mexico who will showcase the ancient form of sandpainting where colored sands and powdered pigments are poured onto a surface to create intricate and ephemeral images. A performance of a contemporary Pow-Wow by Great Promise for American Indians will blend entertainment and education with vibrant traditions and costumes, stories and history through song. Other components include visual artists from around the nation, demonstrating artists, a Juried Gallery with merit awards, a Children's Art Area, Young Artist and Writers Competitions, and performance stages.

Committee Comments:

- Project has strong artistic merit.
- Applicant continues to bring in innovative and unique exhibits to stimulate interest in the arts and the Festival each year.
- Applicant plans to partner with a local hotel.
- Application indicates a good plan to track tourism and room nights generated.
- Application indicates strong corporate and other grant/foundation support.
- Cultural Arts Grant funds recommended (\$57,997) would be used towards the cost of Professional Services (Artists/Performers), Promotion/Publicity and/or Postage

2406-015

TTU School of Art/Landmark Arts

Beyond Indochine: Vietnamese and Cambodian Art after Fantasy

Amount Requested: \$ 4,500

Amount Recommended: \$ 4,500

The Texas Tech School of Art/Landmark Arts requested \$4,500 to support the presentation of an art exhibition of contemporary Vietnamese and Cambodian art by artists from Texas and the American Southwest in April of 2025. The exhibition will coincide with the TTU Comparative Literature Symposium whose topic will be “50 Years after the Fall of Saigon: French Colonialism, American Interventionism and Critical Refugees Studies.” It will also coincide with the TTU Vietnam Center’s annual Vietnam Symposium.

Committee Comments:

- Project has strong artistic merit.
- Application indicates a good marketing plan using digital campaigns on Glasstire.com, Southwest Contemporary online arts magazines, television/radio ads, and social media. They also plan to collaborate with the two symposium organizers to cross promote the art exhibition.
- Applicant has a good plan in place for tracking tourism and room nights generated.
- Application indicates other foundation funding.
- Cultural Arts Grant funds recommended (\$4,500) would be used towards the cost of Professional Services (Artist Fees) and Promotion/Publicity.

2406-016

Ballet Lubbock

2024/2025 Season

Amount Requested: \$ 20,000

Amount Recommended: \$ 20,000

Ballet Lubbock requested \$20,000 to assist with marketing their 2025/2025 Season. The season includes The Nutcracker to be held December 12-15, 2024 and their spring production of Sleeping Beauty to be held April 11-12, 2025 at the Buddy Holly Hall. In addition to the regular performances of The Nutcracker, a scaled-down version will be presented to area fourth-graders and a fully staged free outreach performance will be presented. The production of Sleeping Beauty will be using costumes, backdrops, and set pieces owned by Charlotte Ballet and Ballet Austin and originally built by The Royal Ballet in England in the 1970’s.

Committee Comments:

- Project has strong artistic and educational merit.
- Application indicates a strong marketing plan and includes television, direct mail, print, local and national online event calendars and an extensive digital marketing campaign.
- Applicant plans to partner with a local hotel.
- Application indicates other grant/foundation support as well as corporate support.
- Applicant has a good plan in place to track tourism.
- Cultural Arts Grant funds recommended (\$20,000) would be used towards the cost of Promotion/Publicity

2406-017

**Lubbock Symphony Orchestra
2024/2025 Masterworks Season**

Amount Requested: \$ 70,000

Amount Recommended: \$ 57,000

The Lubbock Symphony Orchestra requested \$70,000 to assist with musician fees and guest artist fees associated with the presentation of the 2024/2025 Season. The season will consist of five Masterworks Concerts: “Beethoven Strikes Again” on September 19, 2024, “A Night of Brahms” on November 16, 2024, “Highlights of Rigoletto” on January 18, 2025, “Tchaikovsky First Piano Concerts” on March 9, 2025 and finally, a performance of “Carmina Burana” on April 5, 2025 featuring the Lubbock Chorale. This season the LSO plans to collaborate with and hire local professional singer/songwriters to perform one hour prior to a Masterworks Concert two-four times during the season. These performances would be held in the pre-function/lobby area of Buddy Holly Hall with a goal of providing diversity in live music genres.

Committee Comments:

- Project has strong artistic merit.
- Application indicates strong corporate and foundation grant support.
- Application indicates a good marketing strategy to reach potential audiences outside our region.
- Application indicates a plan to track tourism.
- Applicant plans to partner with three local hotels.
- Cultural Arts Grant funds recommended (\$57,000) would be used towards the cost of Professional Services (Guest Artist Fees/Musician Fees)

2406-018

**Flatlands Dance Theatre
Flatland Dance Theatre 2024/2025 Season**

Amount Requested: \$ 12,000

Amount Recommended: \$ 9,120

Flatlands Dance Theatre requested \$12,000 to assist with costs associated with the Flatlands Dance Theatre’s 2024/2025 Season. The season will include two original evening-length world-premiere productions, the first being “Lubbock Lights” on October 25-26, 2024. The second production will be “Blue” scheduled for March 28-29, 2025 and will feature live performances from the TTU School of Music faculty and many other local dancers, artists and writers. Both productions will be held at the Firehouse Theatre at LHUCA. The popular annual Young Dancer’s Workshop will be held August 4-8, 2025.

Committee Comments:

- Project has strong artistic and educational merit.
- Application indicates a marketing plan utilizing social media and other media platforms, including television and online tourism calendars.
- Application indicates a plan for tracking out of town attendees.
- Application indicates strong foundation grant support.
- Cultural Arts Grant funds recommended (\$9,120) would be used towards the cost of Facility Rental and/or Promotion/Publicity

2406-019

**Lubbock Moonlight Musicals, Inc.
Moonlight Musicals 2024/2025 Season**

Amount Requested: \$ 50,000

Amount Recommended: \$ 40,000

Lubbock Moonlight Musicals requested \$50,000 to assist with the cost of orchestra musician fees, supplies/materials and performance rights for the presentation of its 2024/2025 Season. The season productions, which include Academy shows and Main Stage productions, of *Broadway Jr. Revue*, *Disney Revue*, *Peter Pan*, *Oliver! Jr.*, *Disney's Aladdin, Jr.*, *Disney's Aristocrats, Jr.*, *Big Fish*, and *Disney's Lion King, Jr.* The 26 performances will be held at Moonlight Musical Amphitheatre.

Committee Comments:

- Project has strong artistic and educational merit.
- Application indicates strong corporate and other grant support.
- Application indicates a good marketing plan in place to reach potential audiences outside the Lubbock area.
- Application indicates a good plan for tracking tourism.
- Cultural Arts Grant funds recommended (\$40,000) would be used towards the cost of Professional Services (Orchestra Members) and/or Other Rentals (Performance Rights).

2406-020

**University Interscholastic League – TTU
UIL Summer Theatre/Technical Camps 2025**

Amount Requested: \$ 14,000

Amount Recommended: \$ 14,000

The University Interscholastic League-TTU requested \$14,000 to assist with costs associated with the UIL Summer Theatre/Technical Camps scheduled for July 10-20, 2025. The focus of the camps will be on techniques in acting and technical theatre. The participants will produce eight plays with the final performances being open to public. Students attending the camps learn all aspects of producing a play, including building sets, designing and running lights, creating costumes and publicity package design. Students from across Texas attend the camps. The performances will be held in the newly designed and renovated Maedgen Theatre, the Black Box Theatre as well as other areas within the theatre complex.

Committee Comments:

- Project has strong artistic and educational merit.
- Application indicates that the final performances by the students should bring in family members from around the state; good potential for tourism and overnight stays.
- Application indicates a good marketing plan to generate tourism/overnight stays; the camps will be marketed to one-act play theater directors around the state.
- Cultural Arts Grant funds recommended (\$14,000) would be used towards the cost of Professional Services (Camp Directors/Instructors) and Supplies/Materials (Costume/Set Materials)

2406-021

**University Interscholastic League – TTU
Texas Tech UIL Region 1 4A and 5A One-Act Play Contest 2025**
Amount Requested: \$ 12,000
Amount Recommended: \$ 12,000

The University Interscholastic League-TTU requested \$12,000 to assist with costs associated with hosting the UIL Region 1 4A and 5A One-Act Play Competitions to be held April 22-24, 2025. The competition will be held at the Allen Theatre and targets student thespians from 500 Texas 4A and 5A school districts. UIL expects 1,000 visitors and 350 competitors to come to Lubbock for the competition. The Region 1 area encompasses areas ranging from the northern Panhandle, east to the DFW area, south to Lampasas, and west to El Paso.

Committee Comments:

- Project has strong artistic and educational merit.
- Application indicates a good plan for tracking tourism and room nights.
- Application indicates a good marketing plan in place to promote the project to school districts across Texas.
- Cultural Arts Grant funds recommended (\$12,000) would be used towards the cost of Professional Services (Judges/Contest Manager/Stage Manager/Timers) and Facility Rental

2406-022

**University Interscholastic League – TTU
2024 UIL One-Act Play Director's Workshop**
Amount Requested: \$ 6,000
Amount Recommended: \$ 6,000

The University Interscholastic League requested \$6,000 to assist with costs associated with the UIL One-Act Play Director's Workshop that will be held in Lubbock on November 1-2, 2024. The workshop is designed for theatre educators. Training will be provided on such topics as selecting scripts, casting parts, designing sets/costumes and marketing/advertising.

Committee Comments:

- Project has good artistic and educational merit.
- Application indicates good potential for generating room nights.
- Applicant plans to partner with a local hotel.
- Application indicates a good marketing plan to promote the workshop to over 1,200 directors throughout Texas; direct mail will be sent to private schools in the region.
- Cultural Arts Grant funds recommended (\$6,000) would be used towards the cost of Professional Services (Presenters), Facility Rental and Supplies/Materials

2406-023

**Louise Hopkins Underwood Center for the Arts
First Friday Art Trail**
Amount Requested: \$ 32,000
Amount Recommended: \$ 25,600

The Louise Hopkins Underwood Center for the Arts (LHUCA) requested \$32,000 to assist in funding marketing, artist and musician fees, security, wayfinding, and trolley service for the First Friday Art Trail. The event will be held monthly from September 2024 through August of 2025 and is a free self-guided art

trail through the Cultural District. The Art Trail presents a family-friendly evening of arts education in visual art, music, and dance at over 20 different venues.

Committee Comments:

- Project has strong artistic merit.
- Project creates great exposure for participating venues and artists.
- Application indicates a good plan for tracking tourism.
- Application indicates a good marketing plan for advertising outside the region and will include, in conjunction with other media platforms, advertising in “Southwest Contemporary” and “Arts + Culture” magazines, which serve multiple states.
- Application indicates strong corporate as well as state and local foundation grant support.
- Cultural Arts Grant funds recommended (\$25,600) would be used towards the cost of Professional Services (Artist/Musician Fees/Security), Supplies/Materials, and/or Promotion/Publicity

2406-024

**Louise Hopkins Underwood Center for the Arts
Flatland Film Festival**

Amount Requested: \$ 9,500

Amount Recommended: \$ 9,500

The Louise Hopkins Underwood Center for the Arts (LHUCA) requested \$9,500 to fund marketing, screening fees, filmmaker stipends and graphic design work associated with the Flatland Film Festival. The Festival will be held September 26-28, 2024 at in the Firehouse Theatre at LHUCA. The Festival will showcase Texas’ dynamic filmmaking culture by spotlighting regional filmmakers and bringing a greater understanding of the filmmaking arts to the South Plains. The centerpiece of the Festival, the independent Shorts Competition by regional, national and international filmmakers, will screen in three screening blocks throughout the Festival. Feature length films will also be screened during the festival. The 2024 films will feature Talk Backs between the filmmaker/producer and audience members.

Committee Comments:

- Project has strong artistic merit.
- Application indicates a good marketing plan for promoting the festival outside the region including neighboring states.
- Application indicates good corporate funding support.
- Application indicates a good strategy for tracking tourism and room nights generated.
- Cultural Arts Grant funds recommended (\$9,500) would be used towards the cost of Professional Services (Screening Fees/Filmmakers Honorarium/Video Production, Graphic Designer) and/or Promotion and Publicity

2406-025

**Louise Hopkins Underwood Center for the Arts
Firehouse Presents: Concerts, Theatrical Events, Film Screenings**

Amount Requested: \$ 10,600

Amount Recommended: \$ 10,600

The Louise Hopkins Underwood Center for the Arts (LHUCA) requested \$10,600 to support the Firehouse Presents program. The season is expanding from bi-monthly events to monthly events. The programming will bring live concerts, theatrical performances and movie screenings to the community at a free or accessible ticket price. The highlight of the fall series will be the screening of “Metropolis

Elektro” paired with a live stage performance of originally scored music by Scott and Amy Farris. The highlight of the spring series will feature the 7th Annual West Texas Battle of the Bands competition that will celebrate emerging local bands. Other activities during the year will include piano concerts with TTU School of Music, dance performances by the TTU School of Theatre and Dance, choir concerts with the West Texas Children’s Choir, and theatrical performances produced by the Wallace Theatre. LHUCA plans to partner with the BurkTech Players, an ensemble of artists from TTU’s Burkhart Center for Autism Education and Research, to showcase their upcoming productions. Additionally LHUCA will secure bands from across Texas from the Texas Commission on the Arts Touring Roster for Firehouse Presents concerts.

Committee Comments:

- Project has strong artistic merit.
- The committee was pleased to see that the series is expanding to provide more performances and activities throughout the year.
- Application indicates a good marketing plan to target regional, statewide and neighboring states using a variety of media platforms.
- Application indicates a good plan in place for tracking tourism.
- Cultural Arts Grant funds recommended (\$10,600) would be used towards the cost of Professional Services (Performer Fees/ Film Screening Fees/ AV Technician and Graphic Design), Supplies/Materials (Backline Instruments) and Promotion/Publicity.

2406-026

**Louise Hopkins Underwood Center for the Arts
Hub City Renaissance Faire**

Amount Requested: \$ 6,500

Amount Recommended: \$ 6,500

The Louise Hopkins Underwood Center for the Arts (LHUCA) requested \$6,500 to fund costs associated with the second annual Hub City Renaissance Faire scheduled for October 19, 2024 at various locations on the LHUCA campus and at CASP. The Faire will include theatrical performances from local directors and actors, musical acts by local performers as well as regional vendors and artisans. The Faire will also feature interactive demonstrations by the LHUCA Clay Studio and CASP Metal and Print Labs artists. The inaugural event in 2023 drew approximately 3,600 attendees with its family friendly programming.

Committee Comments:

- Project has strong cultural and artistic merit.
- Application indicates a good marketing plan to target regional, statewide and neighboring states using a variety of media platforms.
- Application indicates collaboration with several other organizations such as Lubbock-Con Ventures, TTU School of Music and TTU Medieval Renaissance Studies Center and others.
- Application indicates a good plan in place for tracking tourism.
- Cultural Arts Grant funds recommended (\$6,500) would be used towards the cost of Professional Services (Performer Fees/Technician Fees/Security), Supplies and Materials (Art and Stage supplies) and Promotion/Publicity.

2406-027

Lubbock Community Theatre, Inc.
LCT's 2024/2025 Performing Arts Programming
Amount Requested: \$ 45,000
Amount Recommended: \$ 37,550

The Lubbock Community Theatre (LCT) requested \$45,000 to assist with marketing, production costs and artist fees associated with their 2024/2025 Main Season, Tumbleweed Festival, and STAGES arts programming. Productions for the Main Season will include performances of *You Can't Take it With You*, *Company*, *Chicken and Biscuits*, *Murder on the Orient Express*, *Heathers*, and a Holiday Variety Show. The STAGES program, a full education program with student led productions, will present *The Hobbit*, *Alice in Wonderland*, *Annie, Jr.*, *10 Ways to Survive a Zombie Apocalypse* and *Goosebumps the Musical*. The Tumbleweed Festival will highlight original works from all over Texas.

Committee Comments:

- Project has strong artistic and educational merit.
- Application indicates strong grant/foundation and corporate support.
- Applicant indicates a good marketing plan to include online calendar listings of tourism websites, digital advertising and aired commercials, promotional events and podcasts.
- Applicant has a good plan in place to track tourism.
- Cultural Arts Grant funds recommended (\$37,550) would be used towards the cost of Professional Services (Directors/Performers/Costume Designers/Sound and Light Technicians), Rentals (other than facilities), Supplies/Materials (Costumes/Props/Set Materials) and/or Promotion/Publicity.

2406-028

West Texas Dancing Raiderettes
WTDR Dance Company's 2024/2025 Season
Amount Requested: \$ 10,000
Amount Recommended: \$ 10,000

The West Texas Dancing Raiderettes (WTDR) requested \$10,000 to assist with costs associated with the WTDR Dance Company's 2024/2025 Season. WTDR offers dance classes and workshops, taught by professional instructors, for minority and low-income children aged 5-18 living in the West Texas region. Various dance styles, such as ballet, jazz, hip-hop and contemporary are included in the program.

Committee Comments:

- Project has strong artistic and educational merit.
- Applicant has a good plan in place to track tourism.
- Application indicates other grant support.
- Applicant plans to partner with a local hotel.
- Cultural Arts Grant funds recommended (\$10,000) would be used towards the cost of Professional Services (Instructors), Facilities, Supplies/Materials (Costumes/Props) and Promotion/Publicity.

2406-029

**Lubbock Centro Aztlan/Ballet Folklorico Aztlan
Viva Aztlan Festival 2025**

Amount Requested: \$ 10,000

Amount Recommended: \$ 10,000

Lubbock Centro Aztlan requested \$10,000 to produce the Viva Aztlan Festival that will be held March 14-15, 2025 at the Lubbock Memorial Civic Center. The Festival will consist of Mexican folklore dance groups of all ages competing and participating in workshops taught by Masters of their field. Folklorico groups are invited from all over the nation to compete and display their artistry and traditions of Mexico through dance and music on a professional stage. An additional attraction in 2025 will be a concert featuring Ballet Folklorico de Alvaro Munoz from Abilene along with Mariachi Azteca de Americas from San Antonio to headline the concert. The Mariachi group will also provide individual Master Classes with each Mariachi that registers. Past festivals have attracted folklorico and mariachi groups from cities such as Chicago, IL, Denver and Pueblo, CO, Guymon, OK as well as cities across Texas.

Committee Comments:

- Project has strong cultural, artistic and educational merit.
- Applicant has a good marketing plan for advertising outside the area. Tourism websites as well as social media and websites that specifically cater to Folklorico and Mariachi groups will be utilized to promote the Festival.
- Applicant has a good plan in place to track tourism.
- Applicant plans to partner with a local hotel.
- Cultural Arts Grant funds recommended (\$10,000) would be used towards the cost of Professional Services (Folklorico Master Judges/Performer Fees) and Promotion/Publicity.

2306-030

**Fiestas del Llano, Inc.
Fiestas Patrias 2024**

Amount Requested: \$ 9,000

Amount Recommended: \$ 9,000

Fiestas del Llano requested \$9,000 to assist with costs associated with Fiestas Patrias 2024 to be held September 14, 2024 at Buddy Holly Park. The cultural celebration will feature various bands and folklorico groups performing during the day and the traditional Grito de Dolores ceremony that evening. One of the goals of Fiestas Patrias is to bring awareness to the rich heritage and traditions of music, dance and art of the Mexican-Mestizo culture.

Committee Comments:

- Project has strong cultural and artistic components that include music and dance.
- Application indicates a good plan to market the project outside the region using a variety of media platforms, to include social media, television, print and the Visit Lubbock online calendar.
- Application indicates a plan to track tourism.
- Cultural Arts Grant funds recommended (\$9,000) would be used towards the cost of Professional Services (Performers/Stage/Sound) and Promotion/Publicity

City of Lubbock, Texas
Civic Centers
Cultural Arts Grant Funding
2019 through 2023

Organization	Project	2019	2020 *	2021	2022	2023	TOTAL
Ballet Lubbock	The Nutcracker	8,000		6,695	10,000	20,000	44,695
	Spring Performance	7,350		4,826	5,300	7,500	24,976
	Touring Dance Company Performances			3,450	3,700	-	7,150
Broadway Festivals, Inc.	4th on Broadway Celebration	36,000		28,000	32,860	33,000	129,860
Charles Adams Studio Project	Sight and Sounds First Friday Art Trail @ CASP	4,000			3,600	-	7,600
Each One Reach One	Gospel Concerts	12,800			9,500	15,000	37,300
East Lubbock Art House	Voices of East Lubbock			1,308	-	-	1,308
Fiestas del Llano, Inc.	Fiestas Patrias	7,800		8,560	12,000	9,000	37,360
Flatlands Dance Theatre	Spring/Fall Performances	6,550		4,300	7,500	10,000	28,350
Flatlands Prod/Cactus Kids Theatrical	Concert Series	11,000		11,990	15,000	14,000	51,990
Lubbock Arts Alliance	Take in the Local Color Studio Tour	7,000					7,000
	Lubbock Arts Festival	41,000		36,167	36,860	54,362	168,389
	Lubbock Cultural District Marketing	11,250		7,700	3,500	4,500	26,950
	Art on the Llano (Public Display of Art)	12,800		8,650	-	9,100	30,550
Lubbock Centro Aztlan	Viva Aztlan Festival			7,770	9,000	9,100	25,870
Lubbock Chorale	Chorale Concerts	2,925		2,103	2,500	2,500	10,028
Lubbock Christian University	LCU Theatre Season					26,600	26,600
	LCU Theatre Fall Musical Productions	7,700		8,706	11,000	-	27,406
Lubbock Community Theatre	Season Programming	17,000		19,600	23,000	35,000	94,600
Lubbock-Con Ventures	Lubbock-Con	9,590					9,590
Lubbock Enter/Performing Arts Assn	Buddy Holly Songwriters Retreat and Concert					17,500	17,500
Lubbock Live Festival	Lubbock Live Festival for the Arts					34,703	34,703
Lubbock Moonlight Musicals	Summer Season			35,800	32,860	35,000	103,660
	Moonlight Broadway						-
	Full Season (Broadway/Summer Combined	52,800					52,800
Lubbock Symphony Orchestra	Masterworks Concert Series	45,000		38,608	45,328	80,000	208,936
National Cowboy Symposium & Cele	National Cowboy Symposium & Celebration	16,750					16,750
Outside In Festival	Outside In Festival			7,850			7,850
Pride of West Texas Show Chorus	Chorus Annual Show					1,708	1,708
The Robert Burns Society of West TX	Annual Robert Burns Supper	3,780		3,537	4,800	7,000	19,117
TTU College of Architecture	A Celebration of Architecture: Buddy Holly Hall						-
TTU Humanities	Animal/Language Interdisciplinary Conf						-
TTU Office of International Affairs	High and Dry Photography Exhibit	1,050		1,000	1,000	1,000	4,050
TTU Public Media	Sound on Tap Live Music Events				8,000	-	8,000
TTU School of Art	Exhibition and Conference	8,250				5,500	13,750
TTU University Interscholastic League	One-Act Play Competition	8,000		7,402	10,000	6,000	31,402
	One-Act Play Director's workshop	3,550		3,377	5,000	8,400	20,327
	UIL Summer Theatre Camps	10,000		9,154	12,000	9,800	40,954

**City of Lubbock, Texas
Civic Centers
Cultural Arts Grant Funding
2019 through 2023**

Organization	Project	2019	2020 *	2021	2022	2023	TOTAL
Underwood Center for the Arts	First Friday Art Trail	14,625		19,417	22,500	30,000	86,542
	Flatland Film Festival	8,160		9,120	9,600	10,000	36,880
	WT Battle of the Bands/Firehouse Presents Series	5,000		2,178	5,000	10,850	23,028
	Hub City Renaissance Faire					3,500	3,500
West Texas Dancing Raiderettes	WTDR Dance Company Season					7,000	7,000
West Texas Watercolor Society	Watercolor Shows (Fall, Winter and/or Spring)	2,200		2,200	3,000	4,000	11,400
	Workshops				3,200	4,400	7,600
Youth Artist Guild of Lubbock	Performing Arts Season					10,850	10,850
		<div> <div></div> <div>\$ 381,930</div> </div> <div> <div></div> <div>\$ 299,468</div> </div> <div> <div></div> <div>\$ 347,608</div> </div> <div> <div></div> <div>\$ 536,873</div> </div> <div> <div></div> <div>1,555,029</div> </div>					

* No grants awarded due to COVID

Resolution No. 2023-R0366

Item No. 5.22

July 25, 2023

RESOLUTION

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


THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a License Agreement with Civic Lubbock, Inc., and all related documents. Said License Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on July 25, 2023.



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

ccdocs/RES.License Agreement Civic Lubbock, Inc.
6.1.23

LICENSE AGREEMENT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

This agreement is entered into on the 25th day of July, 2023, by and between the City of Lubbock, a home rule municipal corporation (hereinafter called "City") and Civic Lubbock, Inc., a Texas non-profit corporation (hereinafter called "Corporation").

WITNESSETH

WHEREAS, the City and the Corporation did heretofore on the 13th day of September, 2018, enter into an Agreement wherein the City granted to Corporation a license for the use of the Lubbock Memorial Civic Center, and the Moonlight Musicals Amphitheatre; and

WHEREAS, it is the desire of the City and Corporation to enter into a new Agreement establishing the relationship between the City and the Corporation;

NOW THEREFORE:

BE IT RESOLVED BY THE CITY AND THE CORPORATION AS FOLLOWS:

1. This agreement supersedes and takes the place of the Agreement entered into by and between the City and Corporation on the 13th day of September, 2018, including all amendments thereto, and any and all prior agreements between the City and the Corporation; and upon execution this Agreement shall establish and govern the relationship between the City and Corporation.

2. In consideration of the Corporation's service to the community in the enhancement of public art and the Corporation's commitment to its cultural and educational programs, the City hereby grants to Corporation a license for all food, beverage and other concession sales in or surrounding the Lubbock Memorial Civic Center, Moonlight Musicals Amphitheatre, Buddy Holly Center, Buddy & Maria Elena Holly Plaza, Silent Wings Museum and other designated municipal facilities as mutually determined by the City and Corporation. The City also grants to Corporation all commissions collected from catering fees and merchandise fees collected at the Lubbock Memorial Civic Center and Moonlight Musicals Amphitheatre.

3. Corporation agrees that for and in consideration of such license, herein granted, that Corporation shall pay:

a) City a commission of five percent (5 %) of food and soft drink concession and in-house catering adjusted gross sales at the Moonlight Musicals Amphitheatre and Lubbock Memorial Civic Center and other mutually determined municipal facilities for the term of this agreement. The food and soft drink concession and in-house catering sales commission shall be paid by Corporation to the City on a quarterly basis with the first such payment being due on the 10th day of January in each fiscal year, and a similar payment on the 10th day after each succeeding quarter during the term of this Agreement.

b) City a commission of five percent (5 %) of alcoholic beverages gross sales at the Lubbock Memorial Civic Center, Moonlight Musicals Amphitheatre, Buddy Holly Center, Buddy & Maria Elena Holly Plaza, Silent Wings Museum and other mutually determined municipal facilities for the term of this agreement. This commission shall be paid by Corporation to the City on a quarterly basis with the first such payment being due on the 10th day of January in each fiscal year, and a similar payment on the 10th day after each succeeding quarter during the term of this Agreement.

4. Corporation agrees to pay all operational expenses associated with such concession rights or sales, including, but not limited to, all salaries of full or part-time staff employees engaged in such sales. Routine maintenance of all concession areas included in this license shall not be considered an operational expense and shall be borne by the City at no cost to the Corporation. In addition, the City agrees to employ such full-time staff as may be necessary and appropriate to assist the Corporation in carrying out the duties and responsibilities of the concessions and accounting functions of the Corporation. Said employees will office under the Civic Center Director and/or Assistant Civic Center Director's daily supervision. Salaries and benefits of such full-time employees shall be reimbursed to the City by the Corporation on a quarterly basis.

a) For the purposes of Section 4 above, the term "salaries" shall include all applicable categories of pay for eligible City of Lubbock employees as set forth in the City of Lubbock Policy Manual, including without limitation full-time pay, overtime pay, stability pay, bilingual pay, and accounting entries to salaries and compensated absences for accrued vacation, sick leave, and compensatory leave.

b) For the purposes of Section 4 above, the terms "benefits" shall include those benefits which the City of Lubbock provides to every eligible City of Lubbock employee, including required City of Lubbock contributions on behalf of the employee to the Texas Municipal Retirement System, employer's share of social security and Medicare tax, health and dental insurance coverage, workers compensation insurance, and basic life insurance coverage. Reimbursement by Corporation to the City shall be based on actual contributions that the City pays for the benefit, but shall exclude accounting entries to benefits to record long-term liabilities for pension and other post-employment health benefits.

5. In consideration of Corporation's desire to expand its programs and in addition to the license heretofore granted, the City does hereby further grant to Corporation a license to operate and manage all box office operations reasonably necessary for ticket sales at the Lubbock Memorial Civic Center, Moonlight Musicals Amphitheatre and in other mutually agreed venues. This license authorizes the Corporation to undertake ticket sales for events scheduled by the City in its facilities; utilize the box office areas within the Lubbock Memorial Civic Center and the Moonlight Musicals Amphitheatre; and establish charges for ticketing services in City facilities and other venues in the region which may request ticketing services for their scheduled events.

6. Corporation agrees to pay all operational expenses associated with such box office services, including, but not limited to, all salaries of full or part-time staff employees engaged in such sales. Routine maintenance of all box office areas included in this license shall not be considered an operational expense and shall be borne by the City at no cost to the Corporation. In addition, the City agrees to employ such full-time staff as may be necessary and appropriate to assist the Corporation in carrying out the duties and responsibilities of the box office and accounting functions of the Corporation. Said employees will office under the Civic Center Director and/or Assistant Civic Center Director's daily supervision. Salaries and benefits of such full-time employees shall be reimbursed to the City by the Corporation on a quarterly basis.

a) For the purposes of Section 6 above, the term "salaries" shall include all applicable categories of pay for eligible City of Lubbock employees as set forth in the City of Lubbock Policy Manual, including without limitation full-time pay, overtime pay, stability pay, bilingual pay, and accounting entries to salaries and compensated absences for accrued vacation, sick leave, and compensatory leave.

b) For the purposes of Section 6 above, the terms "benefits" shall include those benefits which the City of Lubbock provides to every eligible City of Lubbock employee, including required City of Lubbock contributions on behalf of the employee to the Texas Municipal Retirement System, employer's share of social security and Medicare tax, health and dental insurance coverage, workers compensation insurance, and basic life insurance coverage. Reimbursement by Corporation to the City shall be based on actual contributions that the City pays for the benefit, but shall exclude accounting entries to benefits to record long-term liabilities for pension and other post-employment health benefits.

7. It is agreed and understood by both Parties that if an employee of the City in a non-reimbursed position transfers to a position that has salary and benefits fully reimbursed by the Corporation, or if an employee in a position that has salary and benefits fully reimbursed by the Corporation transfers to a non-reimbursed position within the City, the transferring Party shall reimburse the other Party for the actual amount of the employee's accrued paid leave as of the date of the employee's transfer, or the current liability amount for terminal pay benefits. This terminal pay benefits payment between the Parties shall have no effect on the transferring employee's actual accrued leave balances. Any terminal pay benefits payment payable by the

Corporation to the City shall be made at the time of an employee's transfer. Any terminal pay benefits payment payable by the City to the Corporation shall also be made at the time of an employee's transfer, or as soon as is practicable within scheduled accounting cycles.

8. The Civic Lubbock, Inc. Board shall have a minimum of two standing sub-committees: 1) the Museum and Arts Standing Sub-Committee; and 2) the Cultural Arts Grant Review Standing Sub-Committee. Each sub-committee shall elect a chairperson and vice-chairperson, one of whom shall be chosen from the Directors on that committee. Public representatives for each committee shall be appointed by the City Council.

The Museum and Arts Standing Sub-Committee shall be composed of four Directors appointed by the Corporation, up to four representatives of the arts community appointed by the Corporation and three representatives of the arts community appointed by the City Council to serve two successive three-year terms or until successors are appointed.

Responsibilities of the Museum and Arts Standing Sub-Committee include:

1. Serving as an advisory board for the Silent Wings Museum, the Buddy Holly Center, and the Garden & Arts Center;
2. Managing the Preston Smith International Airport Arts Program, which is funded with a portion of the Corporation's annual allocation of Hotel Occupancy Tax; and
3. Developing a public art program, which is funded with a portion of the Corporation's annual allocation of Hotel Occupancy Tax, as well as a portion of the Corporation's revenue, for the purpose of acquiring and maintaining public art located on City-owned property, specifically, those properties that generate tourism.

The Preston Smith International Airport Arts Program includes both visual and performing arts and the portion of the Hotel Occupancy Tax utilized for this program shall not exceed four percent (4%) of the Corporation's annual allocation.

The portion of the Hotel Occupancy Tax utilized for the public art program shall not exceed ten percent (10%) of the Corporation's annual allocation. Additionally, the Corporation will contribute at least three percent (3%) of its bingo income toward the public art program.

Recommendations for expenditures to the public art and maintenance program and the Preston Smith International Airport Arts Program will be made to the Corporation's Board of Directors for approval.

The President of the Corporation or his/her designee shall serve as an ex-officio member of the Museum and Arts Standing Sub-Committee.

The Cultural Arts Grant Review Standing Sub-Committee shall be composed of three Directors appointed by the Corporation, plus two members at-large appointed by the City Council to serve two successive three-year terms or until successors are appointed.

Responsibilities of the Cultural Arts Grant Review Standing Sub-Committee include:

1. Developing the guidelines for the Cultural Arts Grant Program, which is funded by the Hotel Occupancy Tax;
2. Accepting applications for Cultural Arts Grant Program; and
3. Making grant recipient recommendations to the Corporation's Board for presentation to the City Council once each year.

The President of the Corporation or his/her designee shall serve as an ex-officio member of the Cultural Arts Grant Review Standing Sub-Committee.

The Corporation may, from time to time and at its sole discretion, establish other committees to assist with projects and purposes associated with the Corporation's mission. Committee members appointed by the Corporation may consist of Directors of the Corporation and members of the community whose expertise would enhance the project and/or purpose for which the committee is intended.

9. At the Corporation's expense, Corporation agrees to conduct an annual audit of its book of accounts by an independent auditor and provide a copy of the final audit to the City each year during the term of this Agreement. The audit shall be completed no later than the 30th day of December of each year this Agreement is in force. The copy shall be provided to the City within 60 days after completion.

10. If the audit presented by the Corporation to the City identifies a cash fund balance, after payment of the total considerations hereinabove mentioned and excluding all expenses incurred or encumbered, the Corporation is hereby authorized to retain such fund balance as follows:

- a) The first one hundred thousand dollars of such cash fund balance shall be retained by Corporation as a reserve fund for the performance of its obligations and duties herein set forth;
- b) Any fund balance remaining after the contribution to a reserve account as mentioned above is satisfied shall be placed in a reserve to fund activities relative to the purposes of the Corporation as stated in its Charter.

11. The Corporation hereby agrees to prepare and submit to the City a budget for the upcoming fiscal year beginning October 1 of each year. The Corporation shall prepare this budget on forms satisfactory to the City and shall present this budget to the City Council prior to the beginning of each fiscal year.

12. The Corporation agrees to use its best efforts to foster, promote, and present cultural and educational programs, attractions and entertainment for the general intellectual and physical improvement and welfare of the people of the City of Lubbock and the surrounding area which shall add to the quality of life of the citizens of the City of Lubbock in accordance with the Corporation's Charter. This will include, but is not limited to, sponsoring such programs, attractions, and entertainment and matters incidental hereto, including, but not limited to the Walk of Fame projects, development and implementation of a local grant program for events held in the Civic Center, Amphitheatre, and other local venues that utilize CLI's services, sponsorship and co-sponsorship of national touring productions and events held in the Lubbock Memorial Civic Center and Moonlight Musicals Amphitheatre and public art programs in or on property owned and operated by the City.

13. It is understood by both parties that Corporation receives no direct or indirect monetary benefit from advertising or sponsorship revenues generated by the operation of the facilities or events scheduled in the facilities. It is also understood that Corporation has no right or authority to control, either directly or indirectly, any programming or booking decision at the Lubbock Memorial Civic Center and the Moonlight Musicals Amphitheatre. These functions are handled and controlled by the City. It is also understood that Corporation is not subject to the direction or control, either directly or indirectly, by the City as the facility owner and operator, event producer, or any upper tier member of the alcoholic beverage industry as to the quantities or brands of alcoholic beverage products purchased and/or sold by Corporation.

14. In consideration of the Corporation's services to be rendered pursuant to the Agreement, the City does hereby grant the Corporation the right to use any and all of the above mentioned or agreed upon City facilities for its business meetings. The Corporation, however, will be required to schedule its meetings at times that are mutually agreeable to both the City and the Corporation.

15. The Corporation agrees to secure and maintain during the term of this Agreement general liability insurance, with the City named as an additional insured on a primary and non-contributory basis, in the amount of \$2,000,000.00 which shall include products/completed operations and advertising insurance; liquor liability insurance in the amount of \$1,000,000.00; and crime insurance with an employee dishonesty form in the amount of \$1,000.00. In addition, Corporation shall elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code and shall maintain said coverage throughout the term of this Agreement. Each policy shall be endorsed to waive all rights of subrogation against the City by reason of any payment made of claims under the above coverage.

16. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy.


The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, the former shall control.

17. The term of this Agreement shall be for two years from the date of execution of this Agreement. After the initial two year term, this Agreement may be extended by mutual agreement of the parties expressed in writing upon a year-to-year basis for up to three additional years. Should the City cease to own and/or operate the facilities listed herein during the term of this agreement the parties may amend or terminate the agreement as necessary by mutual written agreement.

18. In the event that this Agreement terminates, the Corporation shall be authorized to undertake and fulfill all existing obligations and contracts necessary and essential for the conclusion of the Corporation's business. The Corporation further agrees to cooperate with the City to insure an orderly transition of all services and facilities subject to this Agreement upon its termination.

EXECUTED this 25th day of July, 2023.

CIVIC LUBBOCK, INC.:




PRESIDENT

CITY OF LUBBOCK:



TRAY PAYNE, MAYOR

ATTEST:



Secretary

ATTEST:



Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:



Rachael Foster, Assistant City Attorney

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Contract 18160, with Vexus Fiber Internet Services, for upgrades of internet services for various City departments.

Item Summary

The proposed 3-year agreement is for the Primary Business Internet Services connection, which will include Fiber Internet upgrades to Citizens Tower and the Civic Center, and installation of Fiber Internet service at each of the Police Patrol Division Stations and the Garden and Arts Center.

The purchase is made available through The Interlocal Purchasing System (TIPS) Contract 240303 – Telephone & Communications Data Systems & Solutions Contract. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, and other Information Technology products through the TIPS program. Pursuant to Texas Government Code Chapter 791.025, purchases from TIPS contracts meet competitive bid requirements.

Fiscal Impact

The one-time installation charge of \$860.00, plus the monthly charges of \$3,899.70 for the remainder of FY 2023-24, are funded in the Hardware as a Service Account in the Information Technology Operating Budget.

The total cost of the 3-Year Internet Services Agreement is \$141,249.20. The monthly payments of \$3,899.70 will be paid over the remainder of the contract and will be budgeted in the following Fiscal Year Budgets, 2024-25, 2025-26, and 2026-27.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
James C. Brown, Chief Information Officer

Attachments

Vexus Fiber Resolution _Contract 18160
Vexus Fiber Contract 18160

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. 18160 for a three (3) year agreement for business internet services and upgrades, by and between the City of Lubbock and NTS Communications dba Vexus Fiber, 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 _____.

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RIIS.Contract-Vexus Fiber
June 18, 2024



BUSINESS SERVICE ORDER

BUSINESS: CITY OF LUBBOCK (CITIZEN TOWER)

CONTACT: JERRID SANDERS

Phone: (806) 775-2396
Fed Tax ID: 75-6000590

Date: 06/04/2024
Quote #: OPP-046678

PHYSICAL ADDRESS

 1314 AVENUE K
 LUBBOCK TX 79401

BILLING ADDRESS

 PO BOX 2000
 LUBBOCK TX 79457

CONTRACT TERM

36 month(s)

SALES REP

 Felix Hernandez
 (806) 412-0606
 felix.hernandez2@vexusfiber.com

Product	Line Description	New vs Existing	Qty	Sales Price	Install Fees	Monthly Charges
Data						
Fiber Internet 5000M	Citizens Tower 1000M upgrade to 5000M	Upgrade	1	\$349.95	\$0.00	\$349.95
Elite Internet	Citizens Tower Fiber Elite Internet (10G)	New	1	\$1,800.00	\$0.00	\$1,800.00
Installation	Citizens Tower 10G installation	New	1	\$500.00	\$500.00	\$0.00
Fiber Internet 5000M	Civic Center Upgrade from 1000M to 5000M	Upgrade	1	\$349.95	\$0.00	\$349.95
Fiber Internet 5000M	East Patrol Station MLK 5000M/5000M	New	1	\$349.95	\$0.00	\$349.95
Installation	East Patrol Installation	New	1	\$90.00	\$90.00	\$0.00
Fiber Internet 5000M	North Patrol Station Erskine 5000M/5000M	New	1	\$349.95	\$0.00	\$349.95
Installation	North Patrol Installation	New	1	\$90.00	\$90.00	\$0.00
Fiber Internet 5000M	Patrol Station South- Indiana 5000M/5000M	New	1	\$349.95	\$0.00	\$349.95
Installation	South Patrol Installation	New	1	\$90.00	\$90.00	\$0.00
Pricing subject to approval after internal review				Total:	\$ 770.00	\$ 3,549.75

Special Instructions:	TIPS Contract 240303 Telephone and Communications Data Systems and Solutions
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Promotional Offer Details:	
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Directory Listing Information - Address:			
Directory Listing:		YP Heading:	
Listing:		SIC Code:	
Phone:		YPH Code:	

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV surcharge and other programming cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to annual increases.

(Initials)



BUSINESS SERVICE ORDER

BUSINESS: Garden & Arts Center LBK

CONTACT: Jerrid Sanders

Phone: 8067673724

Fed Tax ID:

Date: 06/20/2024

Quote #: OPP-049634

PHYSICAL ADDRESS

4215 University Ave
Lubbock TX 79413

BILLING ADDRESS

4215 University Ave
Lubbock TX 79413

CONTRACT TERM

36 month(s)

SALES REP

Felix Hernandez
(806) 412-0606
felix.hernandez2@vexusfiber.com

Product	Line Description	New vs Existing	Qty	Sales Price	Install Fees	Monthly Charges
Data						
Fiber Internet 5000M	Fiber Internet 5000M	New	1	\$349.95	\$0.00	\$349.95
Installation	ELAN Installation	New	1	\$90.00	\$90.00	\$0.00
Pricing subject to approval after internal review				Total:	\$ 90.00	\$ 349.95

Special Instructions:	TIPS Contract 240303 Telephone and Communications Data Systems and Solutions
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Promotional Offer Details:	
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Directory Listing Information - Address:			
Directory Listing:		YP Heading:	
Listing:		SIC Code:	
Phone:		YPH Code:	

<p>You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV surcharge and other programming cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to annual increases.</p>	
	(Initials)



VEXUS BUSINESS CUSTOMER AGREEMENT

This VEXUS Business Customer Agreement (the "Agreement") sets forth the terms and conditions under which VEXUS FIBER, LLC will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the affiliate of Vexus Fiber, LLC that owns and/or operates the broadband system in your area pursuant to a franchise with the state or local franchising authority and/or the affiliate that provides phone service in your area as "VEXUS", "we", "us", or "our". The Services will be provided to you by the VEXUS company that operates in your service area.

1. **Subscription to Services.** By signing or electronically submitting this Agreement to VEXUS, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by VEXUS either electronically or in writing, (ii) VEXUS begins providing the Services described in the Service Order, or (iii) VEXUS begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon VEXUS' engineering review to determine the serviceability of the premises. If VEXUS determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.
2. **Terms and Conditions of Service.** Customer's use of the VEXUS Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Terms and Conditions of Retail Customer Sales Agreement located at <https://www.vexusfiber.com> (the "General Terms"), which may be modified by VEXUS from time to time in accordance with the General Terms and applicable law, and which are incorporated herein by reference and made a part of this Agreement; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides, located at <https://www.vexusfiber.com> or otherwise communicated to you, specifically including any acceptable use policy (the "Service Policies"), which Service Policies may be modified by VEXUS from time to time, and which Service Policies are incorporated herein by reference and made a part of this Agreement; and (iii) applicable VEXUS Tariffs (the "Agreement Documents"). The Agreement Documents are available for review at <https://www.vexusfiber.com>, and are specifically incorporated by this reference. Any new terms or policies adopted by VEXUS, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and Applicable Law, become effective upon posting a new version of the document on the VEXUS Web site at <https://www.vexusfiber.com> (or any successor url(s)). Accordingly, customers and users of the VEXUS Services should regularly visit our web site and review these terms and policies to ensure that their activities conform to the most recent version. Notwithstanding the foregoing, if VEXUS makes a change to the terms and policies that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If VEXUS agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) this Customer Agreement, (3) the General Terms (4) the Service Policies, and (5) the Tariffs.
3. **Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to annual increases. Other prices are subject to change. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and charges apply to all services. The taxes, fees and surcharges may be changed at any time.
4. **PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations



and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO VEXUS' VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: VEXUS' VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. VEXUS MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE VEXUS MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY VEXUS IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF VEXUS DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR VEXUS SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR VEXUS PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE VEXUS SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER VEXUS PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER INSTALLATION OF SERVICE FOR E911 SERVICE AVAILABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, VEXUS SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

5. **CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR

CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

6. **Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

7. **Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to VEXUS, or otherwise complete a third-party verification process. New Telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

8. **Directory Listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to VEXUS for the listing service.

9. **Term and Termination; Early Termination Fee.** The term of this Agreement is specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. If VEXUS terminates this Agreement for cause or Customer terminates this Agreement without cause, Customer shall pay early termination charges. If such termination is prior to installation of Service and after execution of this Agreement, early



CUSTOMER ACKNOWLEDGEMENT: By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) VEXUS may contact me at the phone number above (or such other phone number or email address provided by me to VEXUS), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) VEXUS manages its Internet Network according to specific Practices and Procedures, which can be found at <https://www.vexusfiber.com>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in the Agreement Documents including those relating to the PHONE SERVICE E911 NOTICE.

PIN # 3030

VEXUS requires that you create a 4-digit PIN that will be required when you request changes to your VEXUS Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify VEXUS if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with VEXUS on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact VEXUS and change the PIN. VEXUS is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

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:


James Brown, Director of Information Technology

APPROVED AS TO FORM


Mitch Satterwhite, Senior Assistant City Attorney

CONTRACTOR

BY:


Authorized Representative

Felix Hernandez
Print Name

4006 S Loop 289
Address

Lubbock, TX 79407
City, State, Zip Code



termination charges shall be the reasonable expenses and costs incurred by VEXUS through the date of termination including but not limited to any third-party costs incurred by VEXUS, direct labor and materials. If such termination is after activation of Service, Customer, in addition to any unpaid sums owed for Services provided, will pay an early termination charge equal to seventy-five percent (75%) of its average monthly billing for all Services for the last twelve (12) months (or the number of months for which Customer has received Services from VEXUS, if less than twelve (12) months) purchased from VEXUS multiplied by the number of months remaining in the applicable Term of this Agreement, plus any other related reasonable expenses of VEXUS including, but not necessarily limited to, construction and installation costs, discounts or credits or competitive contract buyout charges. Customer agrees that VEXUS' damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty.

10. **Access to Premises and Installation of System.** Customer grants VEXUS the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "System") in, under and upon the premises at the designated service location(s). Customer, at no cost to VEXUS, shall secure and maintain all necessary rights of access to the service location(s) for VEXUS to install, operate and remove its equipment and provide the Services. VEXUS in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If VEXUS' access rights to the service location are terminated or restricted, early termination fees will apply.

11. **Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

12. **Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both VEXUS and our program provider. Customer shall indemnify and hold VEXUS harmless against and from any violation of this provision.

13. **Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized VEXUS Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on VEXUS. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without VEXUS' prior written consent. The parties acknowledge that VEXUS is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of VEXUS under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

VEXUS INTERNET, CABLE AND PHONE

Signature: _____

Date: _____

Print Name: Felix Hernandez

Title: Business Account Manager

CUSTOMER

Signature: _____

Print Name: Tray Payne

Title: Mayor

Date: _____

Tax ID #: 75-6000590

Service Address: 1314 AVENUE K LUBBOCK TX

79401 Phone: (806) 775-2396

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Contract 18193, with Unite Private Networks, to provide Secondary Business Internet Service connections for Citizens Tower and multiple City locations.

Item Summary

The 3-year agreement is to provide Secondary Business Internet Service connections for Citizens Tower and multiple City locations with an internet connection of 5 gigabits per second (Gbps) of bandwidth at a monthly cost of \$1,998. This will replace an existing circuit while increasing our overall bandwidth without an increase in cost.

The purchase is made available through The Interlocal Purchasing System (TIPS) Contract 220105 - Technology Solutions, Products and Services Contract. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, and other Information Technology products through the TIPS program. Pursuant to Texas Government Code Chapter 791.025, purchases from TIPS contracts meet competitive bid requirements.

Fiscal Impact

The 3-Year Internet Access Services Agreement is for a monthly cost of \$1,998, and an annual cost of \$23,976, which is appropriated in Information Technology's Hardware as a Service Account. The monthly payments will be paid over the course of the 3 years and will be budgeted in FY 2024-25 and 2025-26 Information Technology Operating Budgets.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
James C. Brown, Chief Information Officer

Attachments

Resolution - Unite Private Networks LLC-Contract 18193
Contract 18193 - Unite Private Networks 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, Contract No. 18193 by and between the City of Lubbock and Unite Private Networks, LLC, and related documents, for Business Internet Services connections for Citizens Tower and multiple City locations, per contract 220105 Technology Solutions, Products, and Services between The Interlocal Purchasing System (TIPS) and Unite Private Networks, LLC. 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 _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

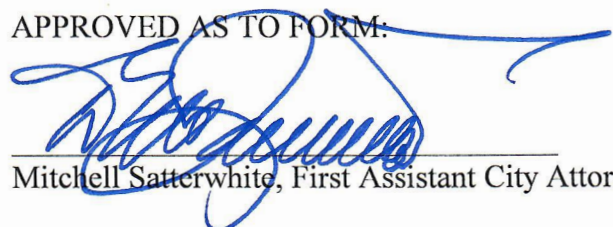
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

**CITY OF LUBBOCK, TX
SERVICE CONTRACT**

The underlying agreement through which Unite Private Networks, LLC ("UPN" or "Contractor") leases Lit Fiber services to the City of Lubbock (the "City") makes its cooperative purchase is as follows: Contract 220105 Technology Solutions, Products and Services between The Interlocal Purchasing System (TIPS) and UPN executed on May 25, 2022 and effective through May 31, 2027.

This Service Agreement (this "Agreement") is entered into as of the 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 lease Lit Fiber 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 – TIPS City of Lubbock Service Quote (Ethernet Internet Access)
3. Exhibit B – Contract 220105 Technology Solutions, Products and Services Summary
4. Exhibit C – Insurance Requirements (the City has a copy of Contractor's certificate of insurance on file already)

Scope of Work

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

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 Contractor shall issue a Service Commencement Letter (as "Service Commencement Letter" is hereinafter defined) upon installation and delivery of the Lit fiber service contemplated herein (the "Services"). City shall either accept or reject the Services within five (5) days of Contractor issuing the associated Service Commencement Letter. If City rejects the Services, City shall provide a written description reasonably detailing failure. Contractor shall then re-test and issue another Service Commencement Letter. This process shall continue until the Services are in compliance with industry standards and the terms and conditions of this Agreement.

- 1.3 City shall pay all undisputed charges by check or wire transfer of immediately available funds to the account designated by Contractor, unless otherwise agreed to by the Parties. All undisputed charges shall be paid by City within thirty (30) calendar days following receipt of an invoice from Contractor. Any undisputed portion of an invoice not paid by the applicable due date shall be overdue and City shall incur a fee of 1.5% per month, or the maximum amount permitted by law, until the undisputed portions of the invoice are paid in full. Unless otherwise stated in the Service Order, all MRC be subject to an annual increase equal to the greater of (i) three percent (3%) or (ii) the cumulative increase in the U.S. Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, published by United States Department of Labor, Bureau of Labor Statistics for the preceding 12-month period.
- 1.4 At each endpoint, the Point of Demarcation shall be the minimum point of entry ("MPOE"). The MPOE is the point at which Contractor's cable enters the building. In the event City requires a point of demarcation extension, additional costs may apply. City shall be responsible for all cross connects..
- 1.5 Contractor shall perform all routine and emergency maintenance on all services. Contractor shall use its best efforts to perform routine maintenance between the hours of 12:00 AM and 6:00 AM, local time, to minimize any potential disruptive impact on the continuity or performance level of the Services. Notwithstanding the preceding, Contractor may perform urgent maintenance at any time for purposes such as restoration of continuity to a severed or partially-severed fiber optic cable, restoration of dysfunctional power and ancillary support equipment, or correction of any potential jeopardy conditions that could affect the Services or Contractor's network.
- 1.6 City acknowledges and agrees that because the flow of data to or from and through the Internet is dependent upon the performance of services provided or controlled by third parties, Contractor cannot guarantee uninterrupted Service for Internet access and use, and Contractor warrants that it will use commercially reasonable efforts to remedy impairment or disruption of City's access to the Internet through Contractor's Equipment, provided however, that any such interruption or impairment is directly attributable to Contractor's Equipment. City also acknowledges and agrees that the actual transmission speeds for Internet transmissions delivered by Contractor may vary from the transmission speeds otherwise expected by City based on such factors as the length and gauge of the line servicing City, and other operational characteristics of facilities used by Contractor and/or City. **CONTRACTOR DISCLAIMS ALL WARRANTIES, EXCEPT FOR THE WARRANTY TO USE COMMERCIALY REASONABLE EFFORTS TO REMEDY IMPAIRMENT, EITHER EXPRESSED, IMPLIED, OR BY OPERATION OF LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR INTERNET SERVICE.**
- 1.7 In the event that Contractor terminates this Agreement for City Default (as "City Default" is defined herein) or City terminates this Agreement for any reason other than Contractor Default (as "Contractor Default" is defined herein) or in accordance with Section 1.14 below ("Early Termination"), City shall pay an early termination fee to Contractor which shall be equal to (i) 100% of the remaining monthly recurring charges plus (ii) any waived or otherwise unpaid NRC or special construction charges, plus (iii) any fees payable to third parties and attributable to the terminated services, if any, to the extent such fees are not captured by the amounts in subsection (i) of this section (together, the "Early Termination Liability" or "ETL"). ETL shall be due and payable within thirty (30) days of the date of an invoice for the same. City acknowledges that ETL is a reasonable estimate of liquidated damages to be suffered by Contractor as a result of the termination and not a penalty.
- 1.8 If Contractor determines in its reasonable business judgment, or is required by a third party with applicable legal authority, to relocate all or any portion of the Services or any of the facilities,

materials, or equipment used to furnish the Services to City, Contractor shall provide City prior written notice of any such relocation, if possible, and City shall pay its Proportionate Share of the costs. "Proportionate Share" means a fair reasonable amount determined by Contractor in good faith.

- 1.9 Either party shall be in default ("Contractor Default" or "City Default" as applicable) under this Agreement in the event a party fails to comply with any material obligation, agreement, term, or provision of this Agreement or the Service Order and such failure continues for more than thirty (30) days after receipt of written notice from the other party.
- 1.10 IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, PARTNERS, TRUSTEES, SERVANTS, REPRESENTATIVES, AGENTS, AFFILIATES, OR PARENT COMPANIES BE LIABLE FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, THE COST OF REPLACEMENT SERVICES, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

Neither party shall be in default under this Agreement or a Service Order with respect to any failure or delay in performing its obligations hereunder to the extent that such failure or delay is caused by acts of nature, God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, strikes, slowdowns, picketing or boycotts, damage to fiber or facilities caused by a third party, delays caused by the inaction of utilities, local exchange carriers, cities, municipalities, or other political subdivisions in granting access to rights of way, poles, or any other required items or any other circumstances beyond the reasonable control and not involving any fault or negligence of the delayed party (each, a "Force Majeure Event"). If a Force Majeure Event occurs, the party affected by such Force Majeure Event shall be excused from performance under the applicable Service Order on a day-to-day basis during the continuance of such Force Majeure Event.

- 1.12 The term of this Agreement shall commence as of Contractor's installation of Services and remain in effect for thirty-six (36) months (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term") unless and until terminated by either party upon ninety (90) days' notice to the other party prior to the expiration of the Initial Term or any applicable Renewal Term.
- 1.13 The City shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the Contractor. Contractor may at any time, without consent but on written notice to the City, assign its rights and obligations under this Agreement to (i) any affiliate, or (ii) a person, firm, corporation, partnership, association, trust or other entity which purchases all or substantially all of its assets whether via merger, sale, stock purchase, or other similar equity arrangement. Any assignment shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- 1.14 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, subject to the following conditions: (i) City agrees to request all appropriations from the City Council required to fulfill its obligations hereunder, and (ii) if sufficient funds are not appropriated, City shall notify Contractor before terminating this Agreement to discuss an alternate payment schedule or amendment to this Agreement. If at any time funds are not appropriated for the continuance of this Agreement and the foregoing conditions are met, 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, at its expense and upon ninety (90) days' prior written notice to Contractor, 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 (including underpayment or overpayments by the City), the parties shall remedy such errors within 30 days of such audit findings.
- 2.10 Each party 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, neither party shall be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this do.

- 2.11 The Contractor may utilize subcontractors in performance of this Agreement, but Contractor shall remain responsible for the work performed by any subcontractor.
- 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 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.
- 2.14 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.
- 2.15 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.
- 2.16 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.

- 2.17 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.
- 2.18 Confidentiality. Each party shall retain all information received from or concerning the other party in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.
- 2.19 Indemnify. To the extent permitted by applicable law, each party shall indemnify and save harmless the other party 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 indemnifying party, 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.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT



James Brown, Chief Information Officer

CONTRACTOR

BY 

Cliff McDow

Print Name: Unite Private Networks

Email: legaldept@upnfiber.com

Address: 120 W 12th St., Fl. 11

Kansas City, MO 64105

APPROVED AS TO FORM:



Mitch Satterwhite, First Assistant Attorney

BUSINESS USE

Exhibit A

TIPS City of Lubbock Service Quote Ethernet Internet Access



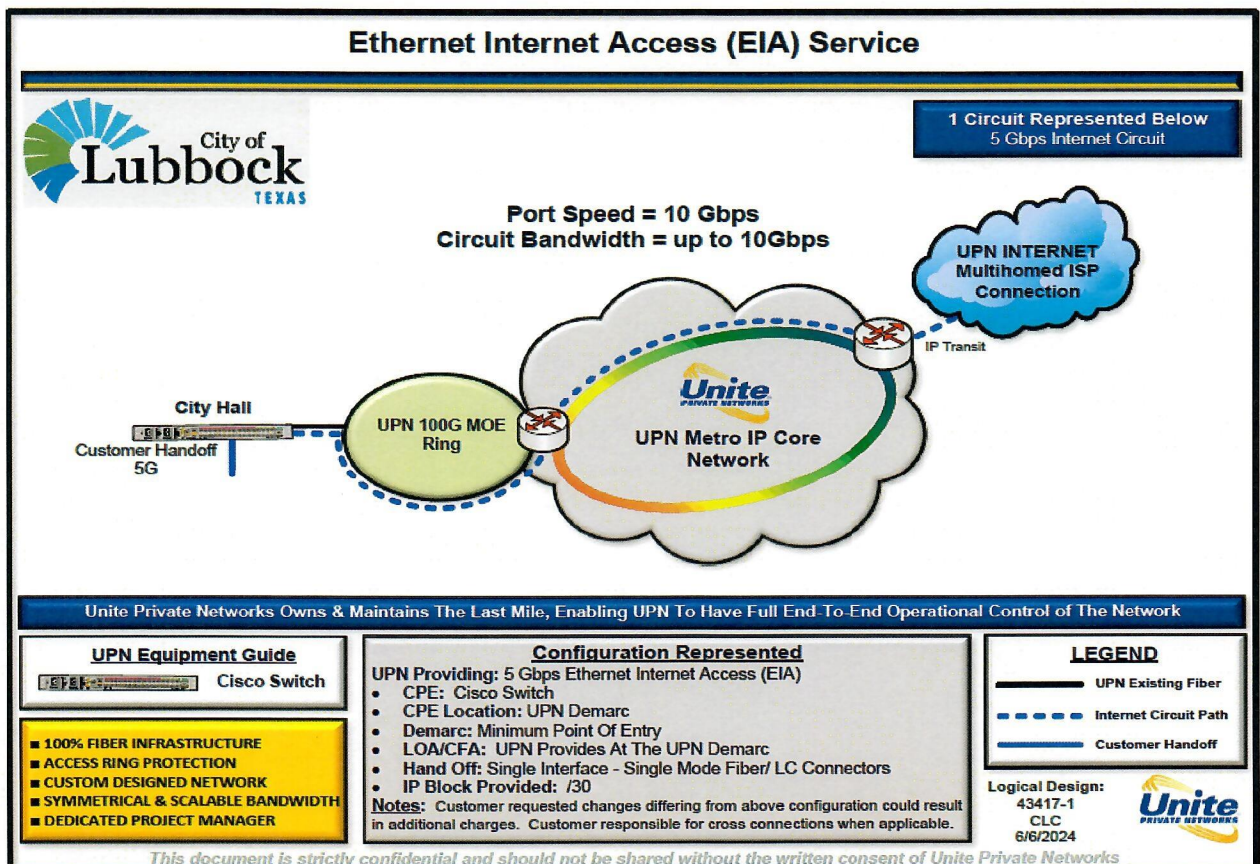
Vendor: Unite Private Networks

TIPS ID: 220105

Company: City of Lubbock		Company Contact: James Brown	UPN Sales Contact:
Company Name	City of Lubbock	Phone: 806 775-2372	Kathy Roquemore
Address	1314 Ave K	Email: jbrown@mylubbock.us	Phone: 806-549-9653
City, State ZIP	Lubbock, Texas 79401		Email: Kathy.roquemore@upnfiber.com

Quote Valid Until: 9/6/2024 OPP: 43417

Bandwidth	Service Description	Address	Term	Cost
5 Gbps	Ethernet Internet Access /30	1314 Ave K, Lubbock, TX 79401	36	MRC
				\$1,998.00
				NRC/Installation
				\$0



BUSINESS USE

Information

Agenda Item

Public Hearing - Planning (District 3): Consider a request for Zone Case 763-D, a request of Woda Cooper Companies, Inc. for Buslon, Inc., for a zone change from Low Density Single-Family District (SF-2) and Medium Density Residential District (MDR) to Medium Density Residential District (MDR), at 5311 Bangor Avenue, located north of 54th Street and east of Bangor Avenue, on approximately 5.9 acres of unplatted land out of Block E-2, Section 28, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on July 8, 2024, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 763-D
Staff Report 763-D
Documentation 763-D

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 763-D; A ZONING CHANGE FROM SF-2 AND MDR TO MDR ZONING DISTRICT AT 5311 BANGOR AVENUE, LOCATED NORTH OF 54TH STREET AND EAST OF BANGOR AVENUE, ON APPROXIMATELY 5.9 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 28, 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 39.07.007 of the Unified Development Code, 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. 763-D

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from **SF-2 and MDR** to **MDR** zoning district at **5311 Bangor Avenue, located north of 54th Street and east of Bangor Avenue, on approximately 5.9 acres of unplatted land out of Block E-2, Section 28,** 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 39.09.004 of the Unified Development Code 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 _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



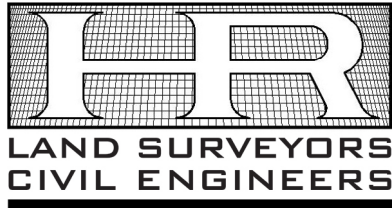
Kristen Sager, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC763-D
July 8, 2024



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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of an approximate 5.9 acre tract of land located in Section 28, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northeast corner of this tract located in the South line of a 20 foot alley and the West right-of-way line Albany Avenue which bears N. $89^{\circ}51'30''$ W. an approximate distance of 887.6 feet and South an approximate distance of 999.1 feet from the Northeast corner of Section 28, Block E-2, Lubbock County, Texas;

THENCE South along the West right-of-way line of said Albany Avenue, an approximate distance of 419.4 feet to a point of curvature for the most Easterly Southeast corner of this tract;

THENCE Southwesterly, continuing along the West right-of-way line of said Albany Avenue, along a curve to the right, said curve having a radius of 15.0 feet, a central angle of $90^{\circ}00'00''$, a chord distance of 21.2 feet, and a chord bearing of S. $45^{\circ}00'00''$ W. to a point in the North right-of-way line of 54th Street and a point of tangency for the most Southerly Southeast corner of this tract.

THENCE West along the North right-of-way line of said 54th Street, an approximate distance of 561.0 feet to a point in the East right-of-way line of Bangor Avenue and a point of curvature for the most Southerly Southwest corner of this tract;

THENCE Northwesterly, along the East right-of-way line of said Bangor Avenue, along a curve to the right, said curve having a radius of 15.0 feet, a central angle of $90^{\circ}00'00''$, a chord distance of 21.2 feet, and a chord bearing of N. $45^{\circ}00'00''$ W. to a point of tangency for the most Westerly Southwest corner of this tract;

THENCE North continuing along the East right-of-way line of said Bangor Avenue, an approximate distance of 420.8 feet to a point in the South line of said 20 foot alley for the Northwest corner of this tract;

THENCE S. $89^{\circ}51'30''$ E. along the South line of said 20 foot alley, an approximate distance of 591.0 feet to the Point of Beginning.

PREPARED FOR ZONING PURPOSES ONLY. DOES NOT REPRESENT AN ACTUAL SURVEY AND SHALL NOT BE RECORDED FOR ANY REAL PROPERTY PURPOSES.

Prepared for Woda Cooper Companies, Inc.
June 21, 2024

Staff Report		Zone Case 763-D
City Council Meeting		July 23, 2024

Applicant Woda Cooper Companies, Inc.

Property Owner Buslon, Inc.

Council District 3

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- September 11, 1958, Ordinance No. 2535: The subject property was annexed into city limits.
- April 23, 1959, Zone Case 2760, Ordinance No. 2760: The subject property was zoned Single-Family District (R-1).
- October 14, 1971, Zone Case 1758, Ordinance No. 6177: The eastern portion of the subject property was zoned Two-Family District (R-2).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from R-1 and R-2 to Low Density Single Family District (SF-2) and Medium Density Residential District (MDR), respectively, with the adoption of the Unified Development Code.
- July 8, 2024, Zone Case 763-D: The Planning and Zoning Commission recommended approval of a zone change from SF-2 and MDR to MDR, by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 19
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property consists of 5.90 acres of unplatted land out of Block, E-2, Section 28. The property has remained vacant since annexation.

Adjacent Property Development

The properties to the north and east are zoned MDR and developed with apartments. Property to the west is zoned MDR and High Density Residential District (HDR) and also developed with apartments. The property to the south is a playa lake and Buster Long Park, zoned SF-2.

Zoning Request and Analysis

Item Summary

The subject property is currently addressed as 5311 Bangor Avenue, located north of 54th Street and east of Bangor Avenue, on 5.9 acres of unplatted land out of Block E-2, Section 28. The applicant is requesting a zone change from Low Density Single-Family District (SF-2) and Medium Density Residential (MDR) to MDR.

Current zoning: Low Density Single-Family District (SF-2) and Medium Density Residential District (MDR)

Requested overlay: Medium Density Residential District (MDR)

Intent Statements

The purpose of the Low Density Single-Family (SF-2) district is “to provide two types of residential subdivisions:

- A. Conventional. Smaller to moderately-sized lots for dwellings on public utilities. Any open space is located on private lots.
- B. Cluster. Clustering of smaller-sized lots for dwellings with in increased percentage of common open space compared to cluster developments in the SF-1 district to maintain the intended character of the district while providing for buffering between lower and higher density adjacent neighborhoods, as well as for recreational amenities and resources protection.”

The intent of the proposed MDR District is “...to provide for a village neighborhood environment of smaller-sized lots, to include dwellings such as duplexes, townhouses, and multiplexes.”

Traffic Network/Infrastructure Impacts

The location is along 54th Street and Bangor Avenue which are designated as local streets by the Master Thoroughfare Plan, 2018. 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 High Density Residential land uses. While this request is a minor deviation from this designation, it is appropriate in this location, adjacent to other multi-family uses and residential zoning districts. This request is in 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 adjacent to other apartment complexes.

Suitability of Property for Allowed Uses

The property is suitable for the land uses within the MDR district. It may need additional public improvements to support the intensity of uses described in this district, as the property is unplatted.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and supporting documentation

Staff Contacts

Cassie Bermea
Planner
Planning Department
806-775-2096

cassiebermea@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029

vescamilla@mylubbock.us

Case Information: Zone Case 763-D



Allowable Uses: [Medium Density Residential District \(MDR\)](#)

Transportation: The proposed development has points of access from 54th Street and Bangor Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
54 th Street, <i>Local Street</i>	R.O.W. 60 feet, two-lane, undivided, paved	R.O.W. 70 feet, two-lane, undivided, paved
Bangor Avenue <i>Local Street</i>	R.O.W. 66 feet, two-lane, undivided, paved	R.O.W. 70 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 3

- 3.1 **Zone Case 763-D:** Woda Cooper Companies, Inc., for Buslon, Inc., request for a zone change from Low Density Single-Family District (SF-2) and Medium Density Residential District (MDR) to Medium Density Residential District (MDR), at:

- 5311 Bangor Avenue, located north of 54th Street and east of Bangor Avenue, on approximately 5.9 acres of unplatted land out of Block E-2, Section 28.

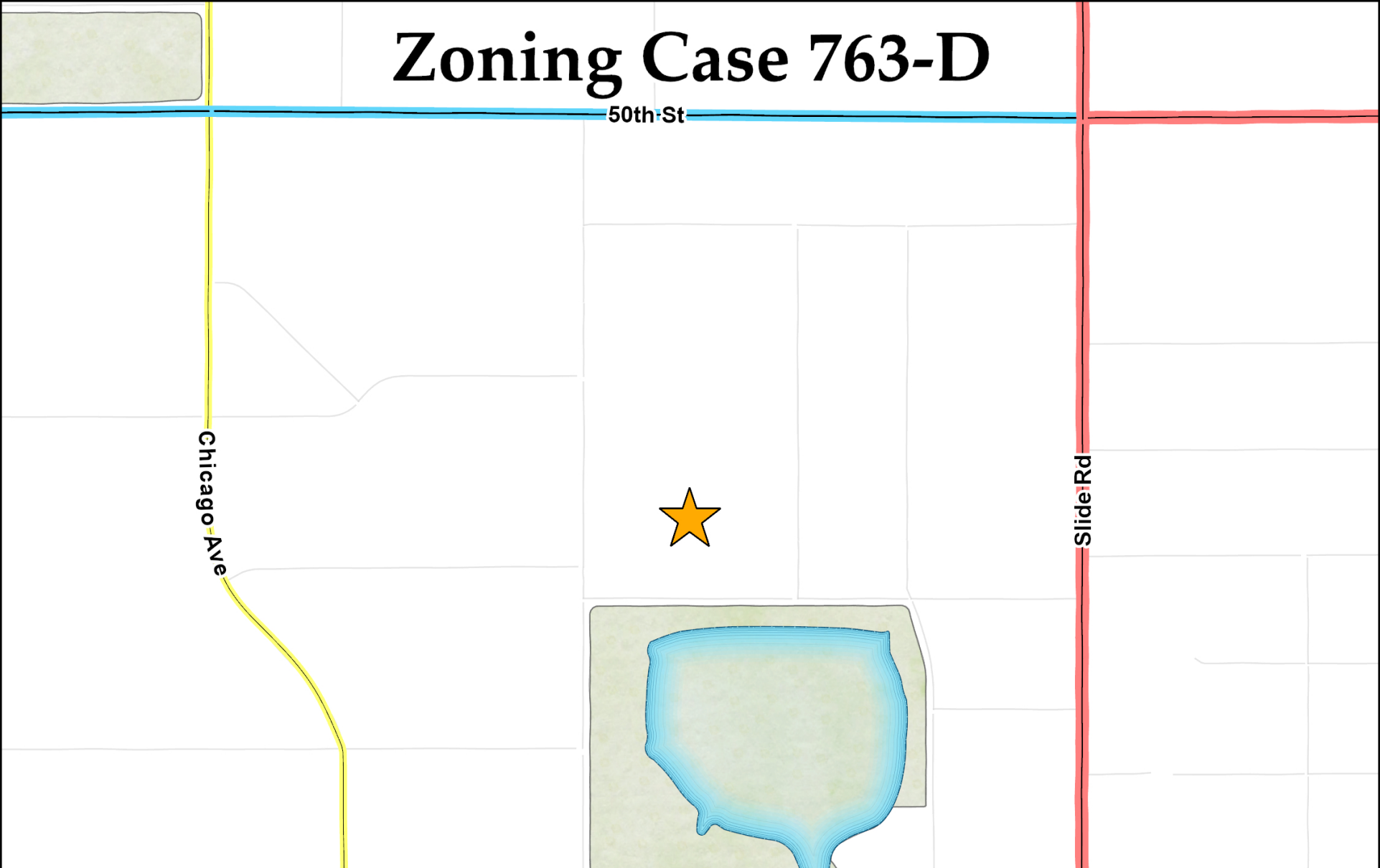
PLANNER CASSIE BERMEA gave a presentation and answered questions from the Planning and Zoning Commission. Staff recommended approval of the request.

APPLICANT PARKER ZEE, with Woda Cooper Companies, 500 South French Street, Columbus, Ohio, gave comments on the 120 unit apartment complex planned for the property and answered questions from the Planning and Zoning Commission




No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 763-D**, a motion was made by **TANNER NOBLE** and seconded by **SUSAN TOMLINSON** to approve the zone case as presented. The commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.




Zoning Case 763-D





Collector

-  Completed
-  Partial
-  Future




Minor Arterial

-  Completed
-  Partial
-  Future




Modified Arterial

-  Partial
-  Future

Principal Arterial

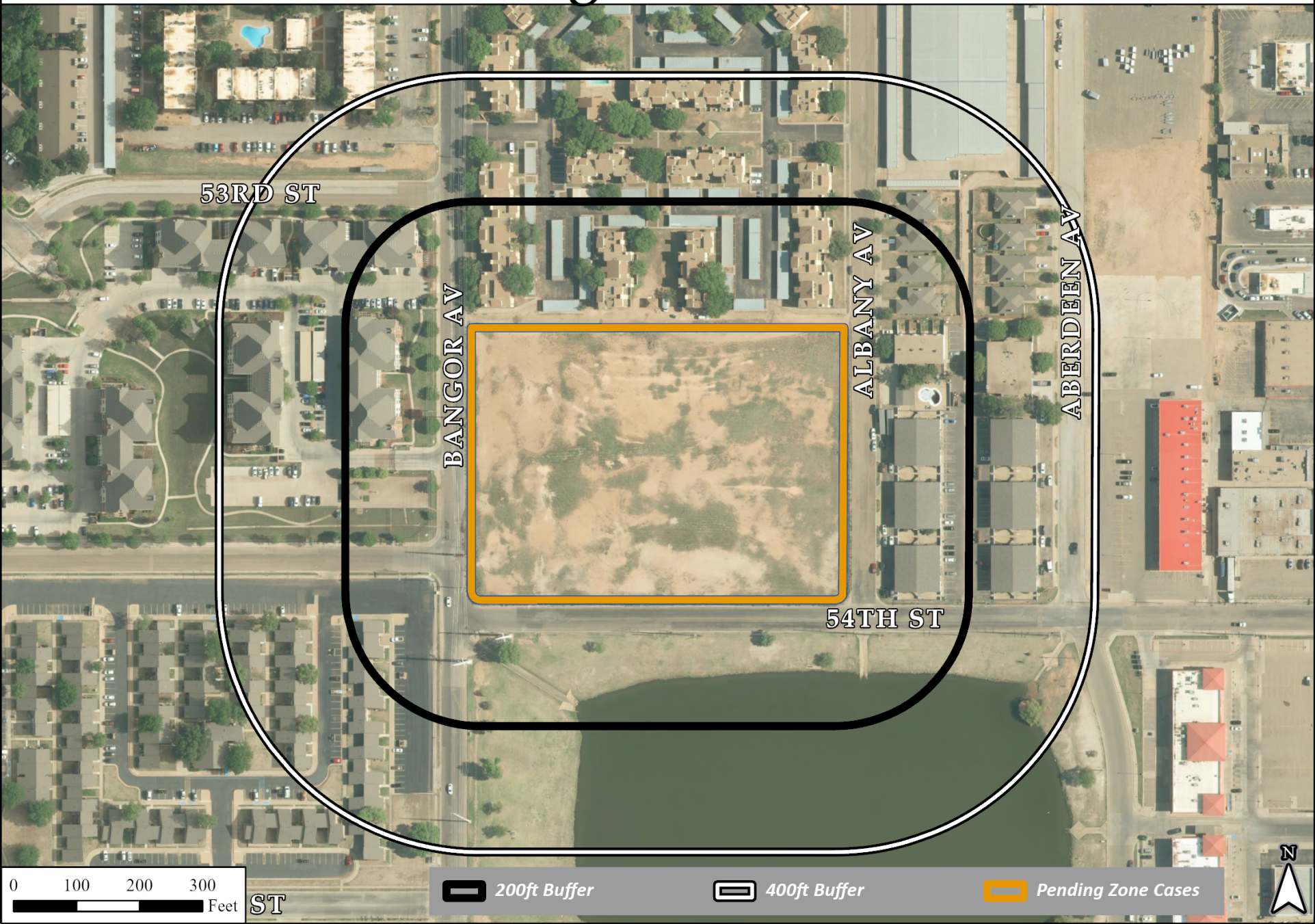
-  Completed
-  Partial
-  Future

Freeway

-  Completed
-  Partial
-  Proposed Outer Loop



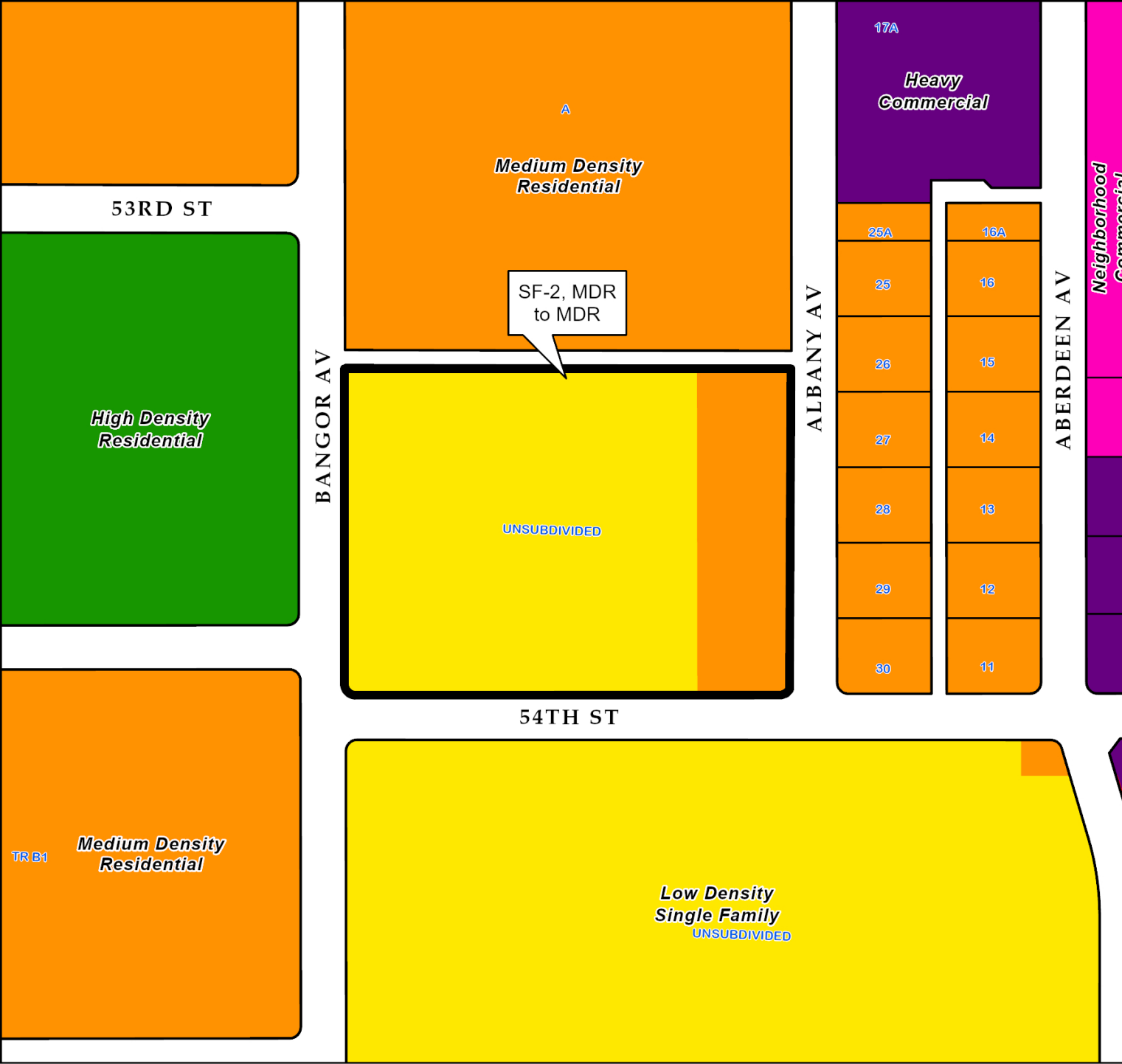
Zoning Case 763-D



Current Zoning 763-D

Zoning Districts




-  Auto-Urban Commercial (AC)
-  Heavy Commercial (HC)
-  High Density Residential (HDR)
-  Medium Density Residential (MDR)
-  Neighborhood Commercial (NC)
-  Low Density Single Family (SF-2)



0 100 200 300 Feet



Future Land Use Plan Case 763-D

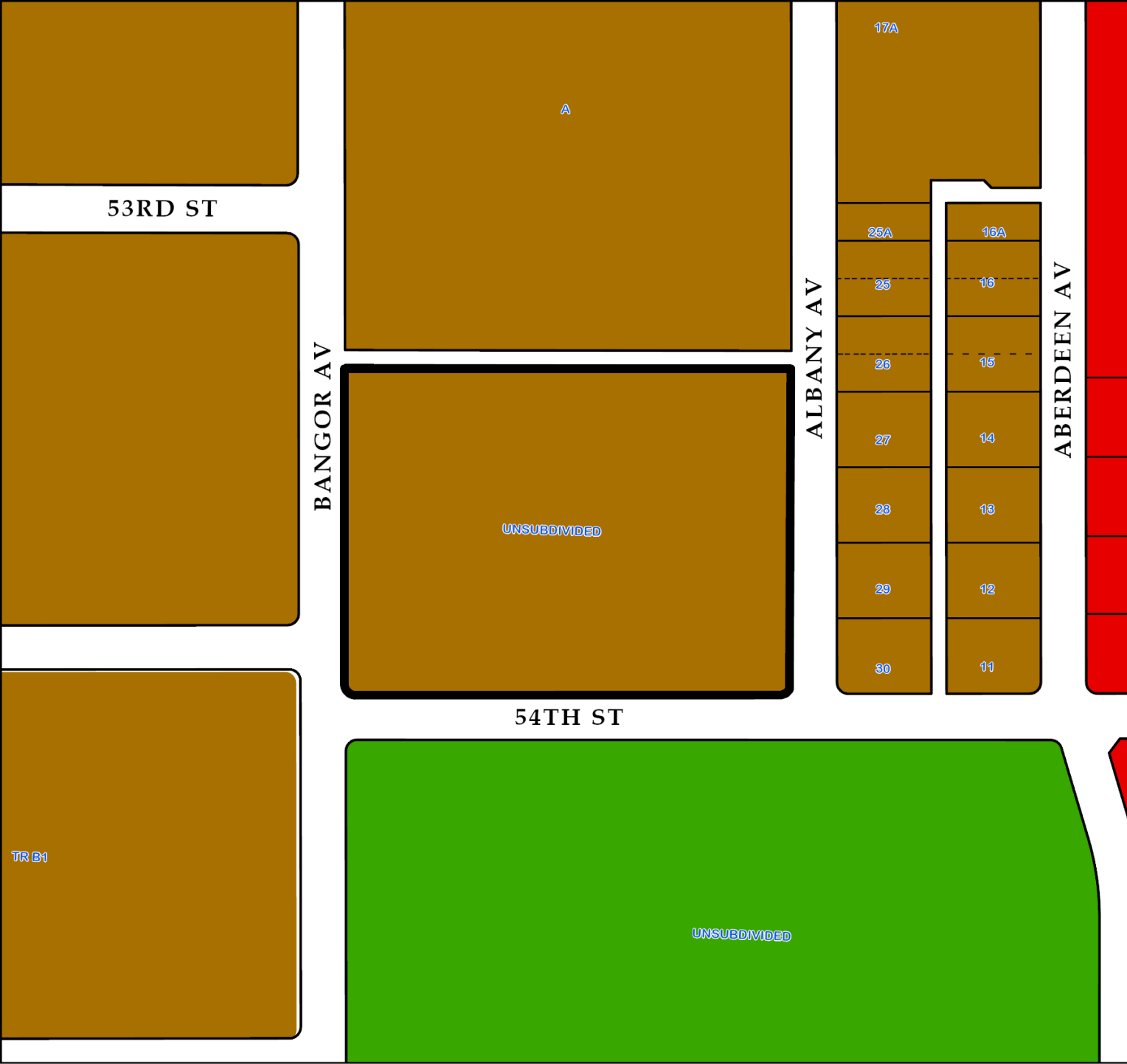
-  Commercial
-  Parks
-  Residential High Density



0 100 200 300 Feet



Date Exported: June 2024





West View.



East View. —Subject Property



North View.



South View.

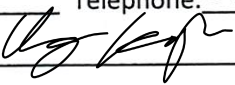


Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE


Project Information

Location or Address: 5311 Bangor Avenue, Lubbock, Texas
Lots/Tracts: Property ID 1873; Tax Parcel R91368
Survey & Abstract: BLK E2 SEC 28 AB 898 TR 1 D2 ACS: 5.901
Metes and Bounds Attached: Yes ☒ No ☐ Total Acreage of Request: 5.9
Existing Land Use: vacant Existing Zoning: SF-2 & MDR
Requested Zoning: MDR
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☒


Representative/Agent Information (if different from owner)

Firm Name: Woda Cooper Companies, Inc.
Name: Clay Cooper
Address: 500 S. Front Street, 10th Floor City: Columbus State: OH
ZIP Code: 43215 Telephone: 614.499.7589 Email: ccooper@wodagroup.com
Applicant's Signature: 
Date: 5.29.2024 Printed Name: Clay Cooper

Owner Information

Firm Name: Buslon Inc
Owner: Buslon Inc
Address: 5109-82nd St #7 PMB 1106 City: Lubbock State: TX
ZIP Code: 79424 Telephone: 8067898676 Email: Lisaa@nts-online.net
Property Owner's Signature: 
Date: May 29, 2024 Printed Name: LISA ALEXANDER

Preparer Information

Preparer's Signature: 
Date: May 29, 2024 Printed Name: Clay Cooper

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.



5311 Bangor Ave Rezoning Explanation

Woda Cooper Companies, Inc. develops, designs, constructs, and manages affordable housing communities. We are seeking to rezone 5311 Bangor Ave to develop approximately 120 units of affordable housing. The location is ideal for multifamily as the surrounding uses are mostly multifamily, it is located across the street from Buster Long park, and is located near many amenities including the South Plains Mall. A portion of the property is already zoned MDR and we seek to have the entire parcel zoned MDR.

The future land use designation is “high density residential.” The high density residential land use is characterized by multi-story, multifamily apartment and condominium style units. According to the comprehensive plan, density for this land use is between 12-25 units with newer construction having densities between 20 to 30 dwelling units an acre.

Information

Agenda Item

Public Hearing - Planning (District 6): Consider a request for Zone Case 2538-MM, a request of K-9 Kennels, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 1607 and 1715 Alcove Avenue, located north of 19th Street and east of Alcove Avenue, on approximately 6.1 acres of unplatted land out of Block D-6, Section 1, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on July 8, 2024, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 2538-MM
Staff Report 2538-MM
Documentation 2538-MM

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2538-MM; A ZONING CHANGE FROM SF-2 TO HC ZONING DISTRICT AT 1607 AND 1715 ALCOVE AVENUE, LOCATED NORTH OF 19TH STREET AND EAST OF ALCOVE AVENUE, ON APPROXIMATELY 6.1 ACRES OF UNPLATTED LAND OUT OF BLOCK D-6, SECTION 1, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 39.07.007 of the Unified Development Code, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 2538-MM

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from **SF-2** to **HC** zoning district at **1607 and 1715 Alcove Avenue, located north of 19th Street and east of Alcove Avenue, on approximately 6.1 acres of unplatted land out of Block D-6, Section 1, City of Lubbock, Lubbock County, Texas, and being further described as follows:**

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 39.09.004 of the Unified Development Code 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 _____.

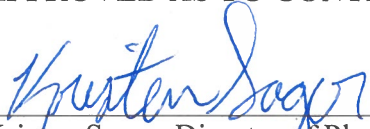
Passed by the City Council on second reading on _____.

MARK W. MCBRAYER, 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-MM
July 8, 2024



Exhibit "A"

AMD ENGINEERING, LLC

DESCRIPTION FOR A ZONE CHANGE REQUEST IN
SECTION 1, BLOCK D6,
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 6.05-acre tract of land located in Section 5, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point that bears S 05° 00' 37" W an approximate distance of 779.51 feet to the southeast corner of Section 1, Block D6;

THENCE N 01° 51' 55" W an approximate distance of 553.16 feet;

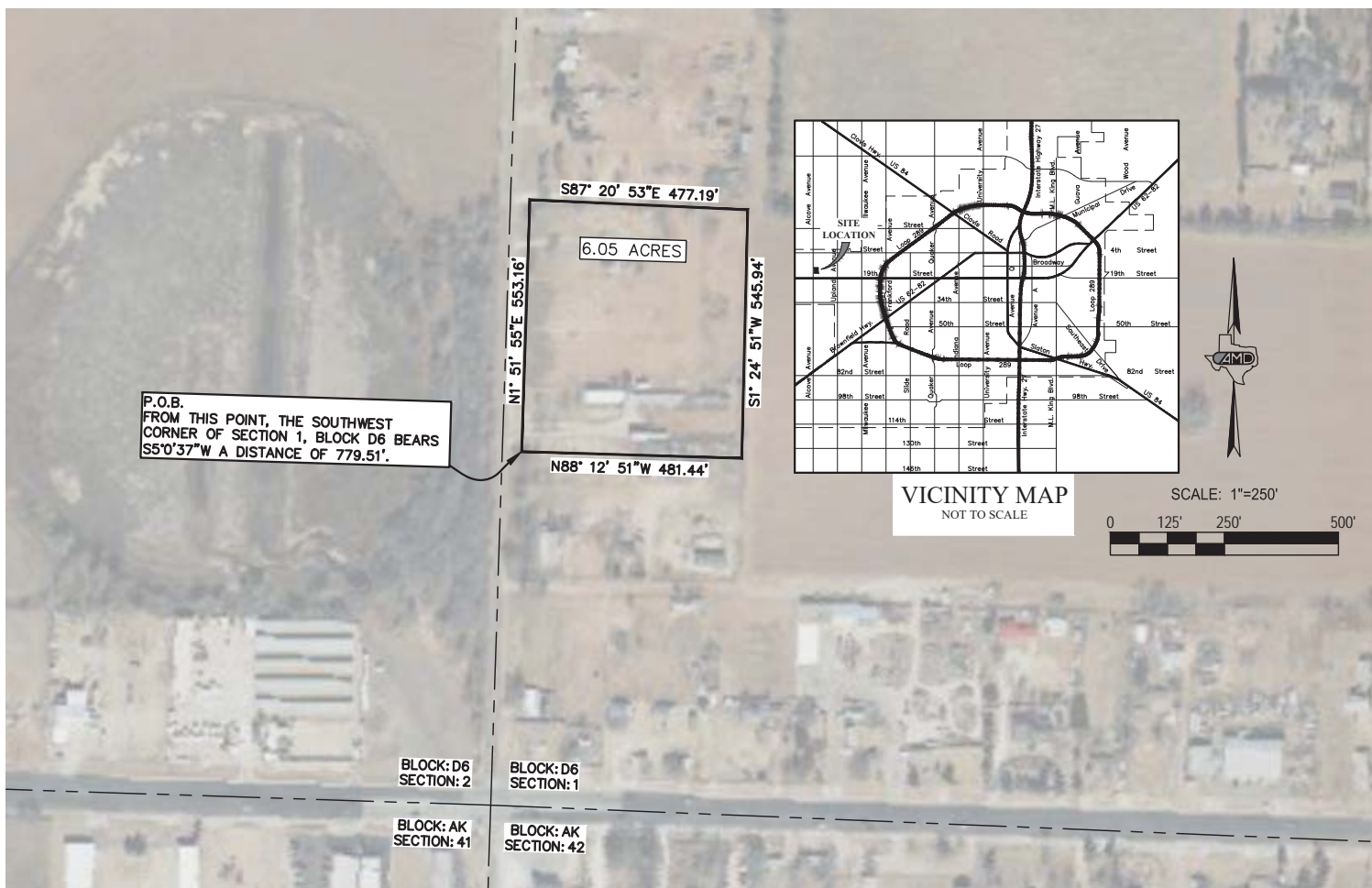
THENCE S 87° 20' 53" E an approximate distance of 477.19 feet;

THENCE S 01° 24' 51" E an approximate distance of 545.94 feet;

THENCE S 88° 12' 51" W an approximate distance of 481.44 feet to the Point of Beginning and containing approximately 6.05-acres.

This description was prepared for the purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: Sheri Gray
June 24, 2024



Staff Report		Zone Case 2538-MM
City Council Meeting		July 23, 2024

Applicant Sheri Gray DBA K-9 Kennels

Property Owner Sheri Gray DBA K-9 Kennels

Council District 6

Recommendations

- Staff recommends approval of the request.

Prior Board or Council Action

- September 27, 1984, Ordinance No. 8660: The subject property was annexed into city limits and zoned Transition District (T).
- October 10, 1985, Zone Case 2538, Ordinance No. 8827: The subject property was rezoned from T to Single-Family District (R-1).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from R-1 to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- July 8, 2024, Zone Case 2538-MM: The Planning and Zoning Commission recommended approval of a zone change from SF-2 to Heavy Commercial (HC), by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 15
- Received In Favor: 2
- Received In Opposition: 0

Site Conditions and History

This subject property is addressed as 1607 and 1715 Alcove Avenue, located north of 19th Street and east of Alcove Avenue, on 6.05 acres of unplatted land out of Block D-6, Section 1. The structure on 1715 Alcove was built in 1944. In 1944, an additional home was built on 1607 Alcove Avenue. Said residence burned down, recently.

Adjacent Property Development

The surrounding properties are zoned SF-2 to the west, east and south, and Heavy Commercial District (HC) to the north. Vacant land is located to the east and west of the subject property, with homes to the south and a commercial development to the north.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 1607 and 1715 Alcove Avenue, located north of 19th Street and east of Alcove Avenue, on 6.05 acres of unplatted land out of Block D-6, Section 1. The applicant is requesting a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC).

Current zoning: Low Density Single-Family District (SF-2)

Requested overlay: Heavy Commercial District (HC)

Intent Statements

The intent of the Low Density Single-Family (SF-2) district is to provide two types of residential subdivisions:

- A. Conventional. Smaller to moderately-sized lots for dwellings on public utilities. Any open space is located on private lots.
- B. Cluster. Clustering of smaller-sized lots for dwellings with in increased percentage of common open space compared to cluster developments in the SF-1 district to maintain the intended character of the district while providing for buffering between lower and higher density adjacent neighborhoods, as well as for recreational amenities and resources protection.

The intent of the proposed Heavy Commercial District (HC) is “...to provide for development of heavy vehicle repair, wholesale trade, and warehousing and freight movement uses that typically are characterized by outside storage of materials or merchandise.”

Traffic Network/Infrastructure Impacts

The location is along Alcove Avenue, 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 this request does not conform to this designation, it would be appropriate along a major thoroughfare and adjacent zoning. Required bufferyards would provide sufficient barriers for lower intensity uses. Therefore, this request is in moderate conformance with the Comprehensive Plan principles.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance. The property is located along a major thoroughfare and is appropriate adjacent to nearby land uses.

Suitability of Property for Allowed Uses

The property may be suitable for the proposed use.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Notification Map
- D. Aerial Map
- E. Zoning Map
- F. Future Land Use Map
- G. Photos
- H. Application and supporting documentation
- I. Notification Responses

Staff Contacts

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 2538-MM



Allowable Uses: [Heavy Commercial District \(HC\)](#)

Transportation: The proposed development has a point of access from Alcove Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Alcove Avenue, Principal Arterial, Partial	R.O.W. 40 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

3.4 **Zone Case 2538-MM:** K-9 Kennels, request for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at:

- 1607 and 1715 Alcove Avenue, located north of 19th Street and east of Alcove Avenue, on approximately 6.1 acres of unplatted land out of Block D-6, Section 1.

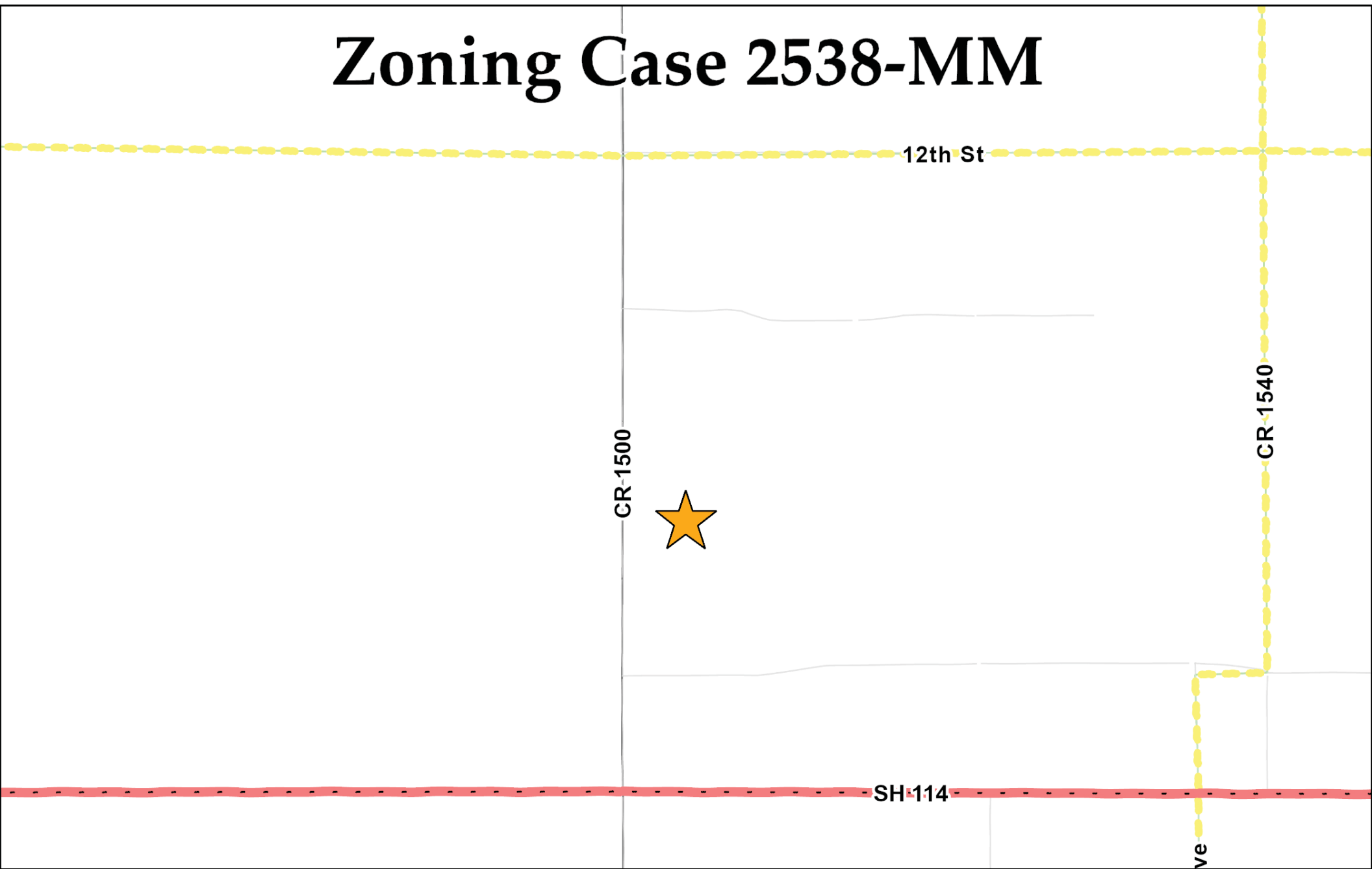
PLANNING DIRECTOR KRISTEN SAGER gave a presentation and answered questions from the Planning and Zoning Commission. Staff recommended approval of the request.

APPLICANT SHERI GRAY, 2503 Alcove Avenue, gave comments and answered questions from the Planning and Zoning Commission.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 2538-MM**, a motion was made by **JORDAN WHEATLEY** and seconded by **TERRI MORRIS** to approve the zone case as presented. The commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 2538-MM



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop



PZC Mailout Notifications Received

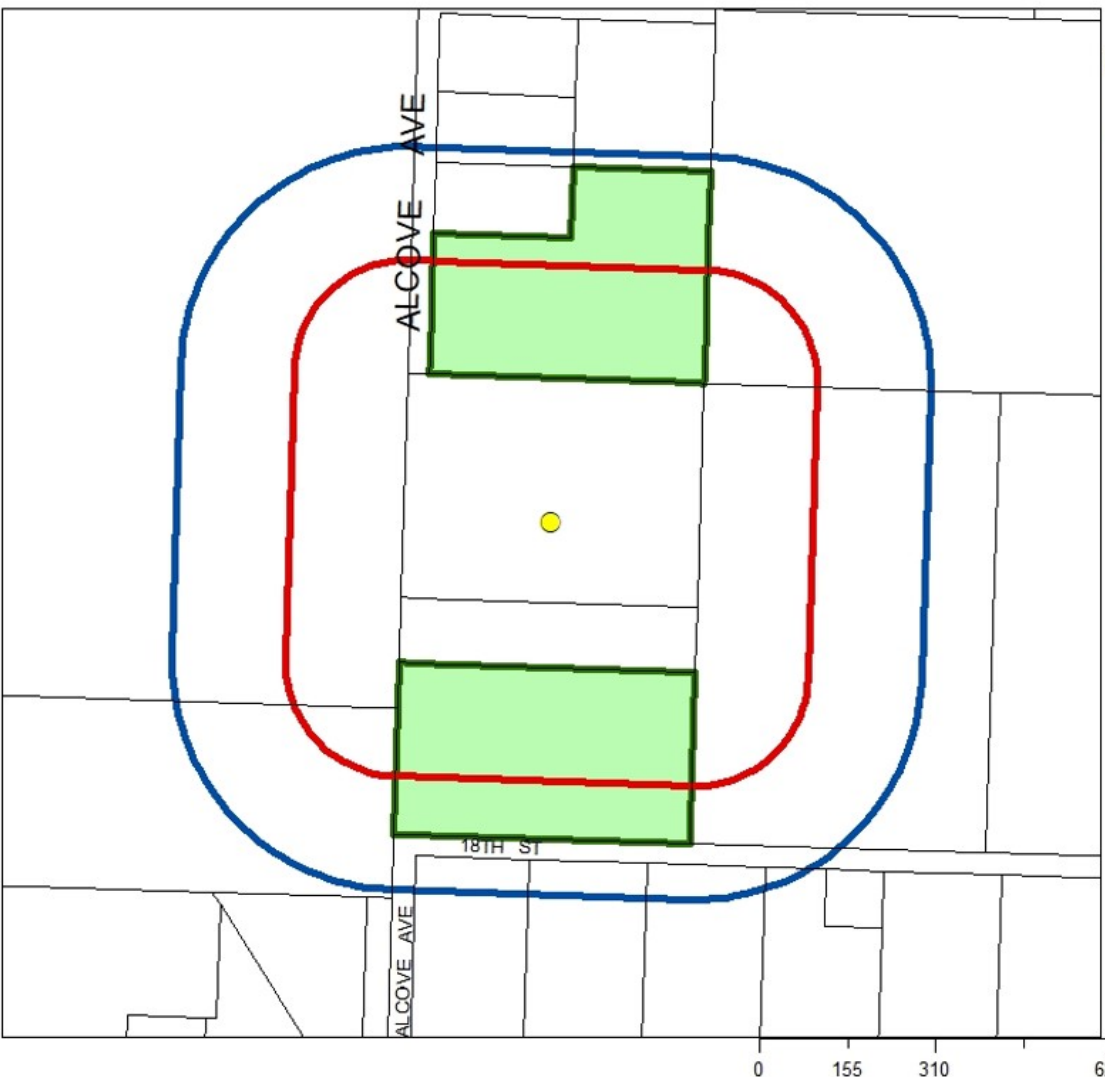


Legend

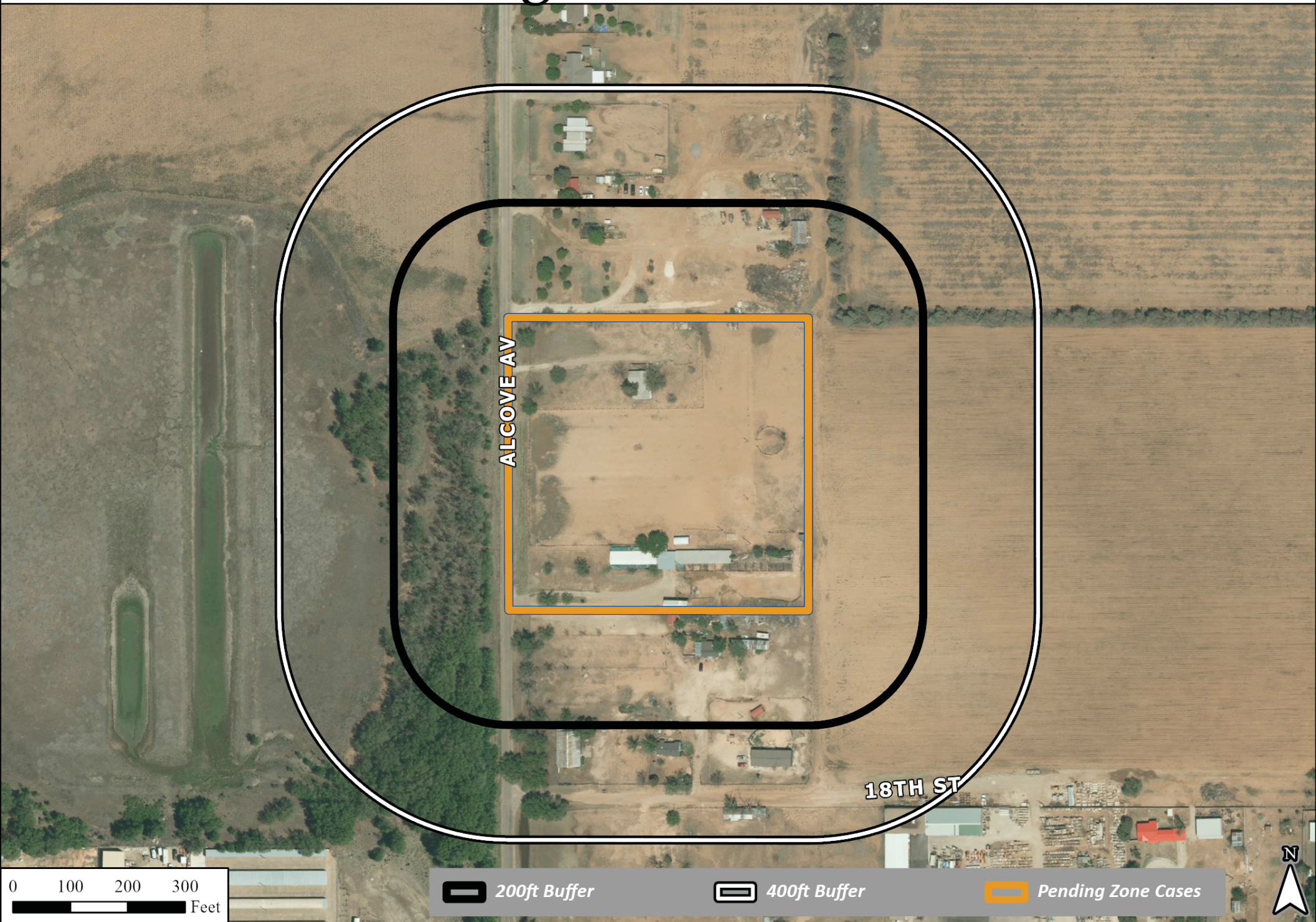
-  LocatorPnt2538_MMM
-  MailoutBuffer2538_MMM_200ft
-  MailoutBuffer2538_MMM_400ft

Notification Result

-  In Favor
-  Opposed



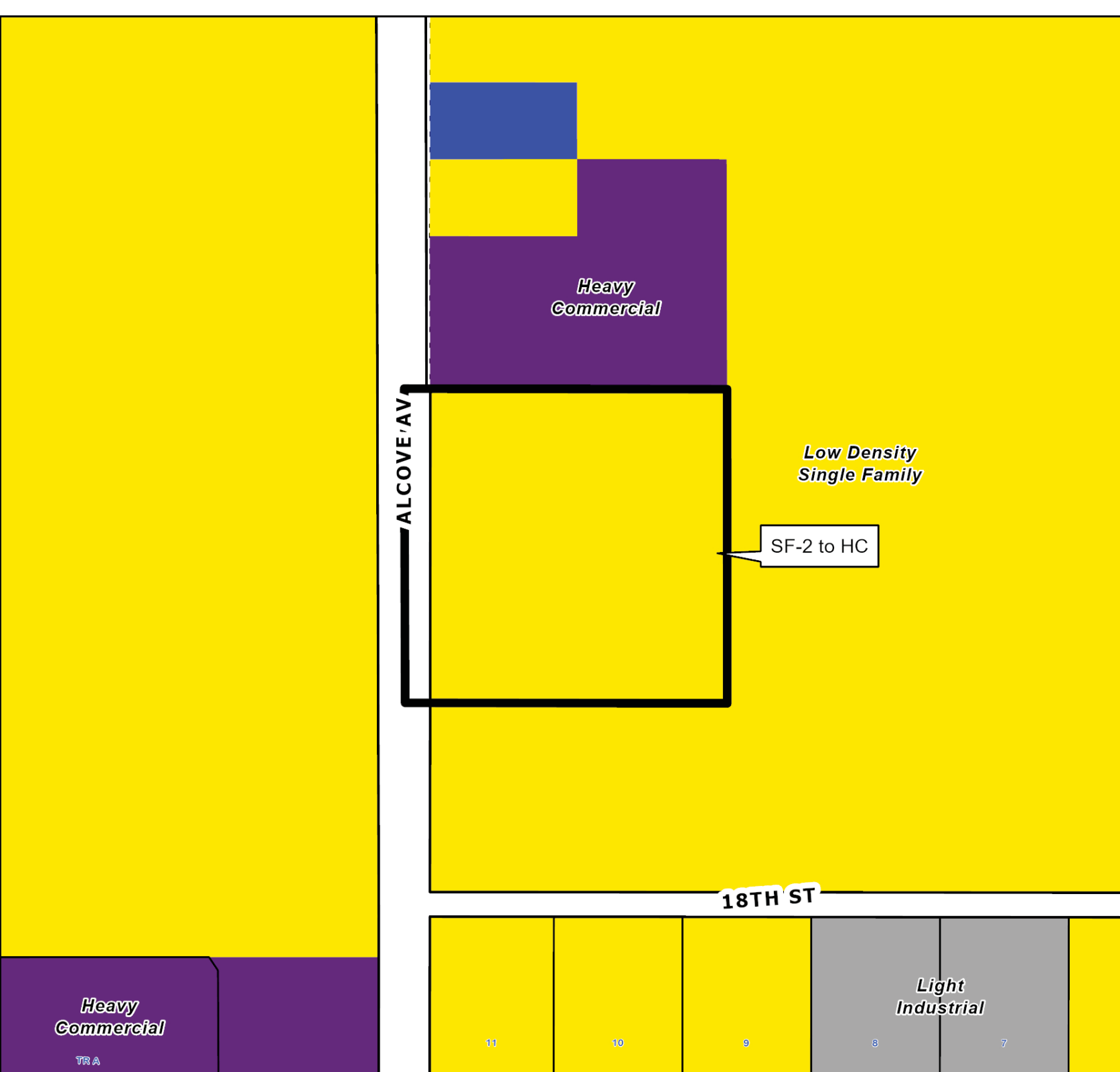
Zoning Case 2538-MM



Current Zoning 2538-MM

Zoning Districts

-  Heavy Commercial (HC)
-  Light Industrial (LI)
-  Office (OF)
-  Low Density Single Family (SF-2)



0 100 200 300
Feet



Future Land Use Plan Case 2538-MM

- Commercial
- Residential Low Density

ALCOVE AV

18TH ST



Date Exported: June 2024

TRA

11

10

9

8

7

2538-MM



View east. Subject property.



View north.



View south.



View west.

2538-MM



1607 Alcove Avenue



1715 Alcove Avenue



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 1607 + 1715 ALCOVE AVE
Lots/Tracts: R 115 798 R 115
Survey & Abstract: _____
Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: 6.1
Existing Land Use: KENNEL Existing Zoning: Res
Requested Zoning: HIGH COMMERCIAL (HC)
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: K-9 KENNELS
Name: SHERI GRAY
Address: 2503 ALCOVE City: LUBBOCK State: TX
ZIP Code: 79407 Telephone: 8067812330 Email: grayhouselover@aol.com
Applicant's Signature: Sheri Gray
Date: 5-28-24 Printed Name: SHERI GRAY

Owner Information

Firm Name: SHERI GRAY DBA K-9 KENNELS
Owner: SAME
Address: SAME 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.

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.

In Favor

☒

Opposed

☐

Reasons and/or Comments:

Most properties on Alcoe are commercial/businesses.
I myself rezoned 1505 Alcoe in 2017 to a commercial property. Also there is another dog kennel on this road. I have no objections.

Print Name

Cody Hill Owner Nish and Associates Landscaping

Signature:



Address:

1505 Alcoe / 2801 69th Lubbock

Address of Property Owned:

1505 Alcoe

Phone Number:

806 793-0047

Email:

Nishassociates1505@outlook.com

Zone Case Number: 2538-MM

R117846

HILL, CODY MICHAEL

2801 69TH ST

LUBBOCK

TX 79413



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.: **2538-MM**

In Favor

☒

Opposed

☐

Reasons and/or Comments:

Print Name

Taiya Jones

Signature:

Taiya Jones

Address:

7748 18th St 794

Address of Property Owned:

same

Phone Number:

806 786 3303

Email:

taiya-jones@gmail.com

Zone Case Number: **2538-MM**

R117969

Recd 4 of 15

CASTILLO, TAIYA L

7748 18TH ST

LUBBOCK TX 79416

Information

Agenda Item

Public Hearing - Planning: Hold a public hearing in accordance with Section 43.0694(a) of the Texas Local Government Code, regarding the City of Lubbock's intent to annex an area of land consisting of approximately 374.74 acres of real property commonly known as the Highland Oaks Subdivision, located within an area located south of 146th Street (F.M. 7500), east of Frankford Avenue, north of Woodrow Road (F.M. 7600), and west of Slide Road (F.M. Road 1730) into Lubbock's corporate limits.

Item Summary

On July 9, 2024, City Council held the first required public hearing.

On June 11, 2024, City Council adopted Resolution No. 2024-R0291, indicating their intent to annex an area of land generally described as 374.74 acres south of 146th Street and east of Frankford Avenue, into Lubbock's corporate limits, and execute a Municipal Services Agreement with the Highland Oaks Homeowner's Association, for the requested annexation.

In accordance with Section 43.0693 of the Texas Local Government Code, a notice was sent to all property owners within the proposed annexation area on June 17, 2024. The notice contained information regarding two public hearings on July 9, 2024 and July 23, 2024, an election on the question of annexing the area on November 5, 2024, and a copy of the Municipal Services Agreement. A metes and bounds description of the area and a map were included with the notice.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

Highland Oaks - Resolution of Intent to Annex
Highland Oaks - Municipal Services Agreement
Highland Oaks - Annexation Map
Highland Oaks - Metes and Bounds Description

RESOLUTION

WHEREAS, the City of Lubbock, Texas (the “City”) is a home-rule municipality with authority under state law and its charter to annex real property into its corporate limits; and

WHEREAS, representatives of the owners of certain developed real property (hereinafter defined and referenced as the “Subject Area”) outside the corporate limits of the City (the “Highland Oaks Homeowner’s Association” or “Highland Oaks HOA”), with widespread and persistent water shortages, have expressed a desire to have the Subject Area annexed by the City; and

WHEREAS, pursuant to Chapter 43 of Texas Local Government Code, Subchapter C-5, the Highland Oaks HOA has further petitioned the City to hold an election on the question of annexation of the Subject Area; and

WHEREAS, pursuant to Chapter 43 of the Texas Local Government Code, the City is required to establish a municipal services plan outlining the municipal services to be provided to the Subject Area in the event the question of annexation of the Subject Area is answered in the affirmative; and

WHEREAS, one critical component relating the provision of municipal services to be provided to the Subject Area would be the provision of water utility services and the party responsible for providing the necessary financial support for the water utility services; and

WHEREAS, in anticipation of a finally approved annexation of the Subject Area, but as a precondition thereto, the Highland Oaks HOA has proposed that the City of Lubbock create a Public Improvement District (“PID”), with identical boundaries as the Subject Area, for the purposes of levying an assessment on all the properties located therein, in amounts sufficient to service and retire all bonded indebtedness incurred by the PID to finance the construction of infrastructure necessary to provide water service to any property annexed; and

WHEREAS, the City Council finds that the City presently has no existing legal obligation to provide water or other governmental services to the Subject Area, nor would any of the activities undertaken by the City in anticipation of the requested annexation create such legal obligation for the purposes of Texas Local Government Code, Section 43.0699;

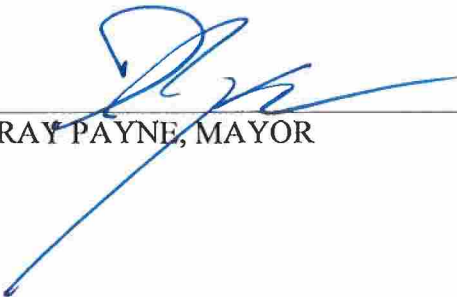
WHEREAS, the City Council believes it to be in the best interest of the City of Lubbock to approve the municipal services plan attached hereto including the preconditions relating to the financing of the construction and development of the water utility system to the Subject Area.

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

THAT the City Council of the City of Lubbock, pursuant to Texas Local Government Code, Section 43.0692, hereby expresses an intent to annex into Lubbock’s corporate limits

certain real property described below, provided certain conditions as described in the attached Municipal Services Agreement ("MSA") are met, and further authorizes and directs the Mayor of the City of Lubbock to execute for and on behalf of the City of Lubbock said MSA in connection with the annexation of real property generally described as 374.74 acres located south of 146th Street and east of Frankford Avenue, and more particularly described by metes and bounds in Exhibit "A" attached thereto, by and between the City of Lubbock, Texas and the Highland Oaks Homeowner's Association, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on June 11, 2024.



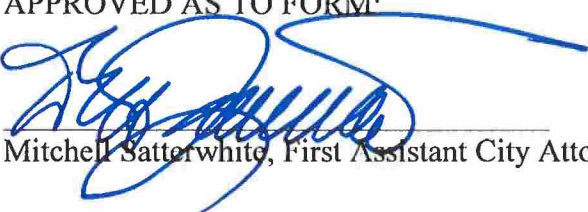
TRAY PAYNE, MAYOR

ATTEST:


Courtney Paz, City Secretary

APPROVED AS TO CONTENT:


Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:


Mitchell Satterwhite, First Assistant City Attorney

Municipal Services Agreement

Subject to the preconditions set forth herein, commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and developer or property owner participation in accordance with the applicable city ordinances, rules, regulations, and policies. In this Agreement, the term “Applicant” shall mean the property owners within Highland Oaks

i. Fire Services

a. *Existing Services:* None

b. *Services to be Provided:* Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station 20 at 3210 142nd Street when construction is completed in early 2025. Fire Station 20 is approximately 2.85 miles to the center of the annexed area. Until that time, primary fire response will be provided by Fire Station 16 located at 4030 114th Street, Fire Station 19 located at 5826 98th Street, and Fire Station 15 located at 8002 Venita Avenue. Fire Prevention activities will be provided by the Fire Marshal's office as needed.

ii. First Responder Emergency Medical Services

a. *Existing Services:* None

b. *Services to be Provided:* Lubbock Fire Rescue is a Basic Life Support (BLS) First Responder Organization. BLS First Responder emergency medical response will be provided by Fire Station No. 20, located at 3210 142nd Street when construction is completed in early 2025. Fire Station 20 is approximately 2.85 miles to the center of the annexed area. Until that time, BLS First Responder emergency medical response will be provided by Fire Station 16 located at 4030 114th Street, Fire Station 19 located at 5826 98th Street, and Fire Station 15 located at 8002 Venita Avenue. Emergency medical transport is provided by the Lubbock County Hospital District.

iii. Police Services

a. *Existing Services:* None

b. *Services to be Provided:* The Lubbock Police Department has jurisdictional law enforcement responsibility and first responder designation. Calls for police services will be provided by the South Patrol Division, with secondary services provided by the North Patrol Division and tertiary services provided by the East Patrol Division. Law enforcement services can be provided to the annexed area within current appropriation, however with the increase in land mass and population, an appreciable yet modest increase in call response times, crimes rate, crimes per thousand population, and traffic related calls should be expected and anticipated. Expansions of authorized police staffing and support services need to be considered for this and future annexations, including an analysis of the ratio of officers per population.

iv. Building Safety Services

a. *Existing Services:* None

b. *Services to be Provided:* The Building Safety Department will provide construction code enforcement services upon annexation. This includes construction plan review and field inspection services and the issuance of building, electrical, and plumbing/mechanical permits for any new construction and remodeling, as well as enforcement of all other applicable laws and codes that regulate building construction within the City of Lubbock. As land is developed, the need for additional personnel and budget appropriations will be dependent upon the type, intensity and rate of development within the annexed area as well as areas that compete for those resources.

v. Planning and Zoning Services

a. *Existing Services:* Subdivisions of land within the five-mile extraterritorial jurisdiction (ETJ) of the city are required to have a plat of the subdivision prepared in accordance with the City of Lubbock subdivision regulations. Currently, plats and subdivisions in the ETJ are approved by the Planning and Zoning Commission, as well as the County Commissioner's Court, as may be dictated by applicable state statutes and City ordinances. Similarly, signs and billboards are regulated within the ETJ pursuant to the City's sign ordinance, as authorized by State law. No other Planning department services are authorized or offered outside of the City limits, including zoning.

b. *Services to be Provided:* The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area on the effective date of the annexation. The annexed areas will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. These services can be provided within the department's current budget.

vi. GIS and Data Services

a. *Existing Services:* None

b. *Services to be Provided:* GIS and Data Services will update all city-wide GIS data sets to include the newly annexed areas. This will include support to the Office of City Secretary for elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses, street names and street signs, and to Planning for transitional zoning. GIS will facilitate a meeting with Lubbock Emergency Communication District, Police and Fire for determination of updated information for 911 Dispatch. Updated GIS information that is public will also be reflected on the GIS mapping website for citizens.

vii. Publicly Owned Parks, Facilities, and Buildings

a. *Existing Services:* City of Lubbock Library's materials, services, and programs are currently available to anyone who lives in Lubbock County.

b. *Services to be Provided:* Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including community service facilities, libraries, swimming pools, etc.) and buildings throughout the City. Upon the effective date of annexation, staff will study areas to be included in future versions of the Parks Master Plan. Any addition of parkland will create additional expenses to the Parks and Recreation operating budget. The Library will

continue to provide services to all of Lubbock County, including the area to be annexed. These services are provided within the department's current budget.

viii. Code Administration Services

a. *Existing Services*: None

b. *Services to be Provided*: The City of Lubbock's Code Administration department will implement the enforcement of local ordinances and regulations on the effective date of the annexation. Such services can be provided with current Code Administration Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

ix. Environmental Health Department Services

a. *Existing Services*: None

b. *Services to be Provided*: The City of Lubbock's Environmental Health Departments will implement the enforcement of local, state, and federal rules, regulations, and ordinances on the effective date of the annexation. Such services can be provided with current Environmental Health Department Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

x. Animal Services

a. *Existing Services*: None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

b. *Services to be Provided*: Animal control services will be provided to the area as needed. The City of Lubbock Animal Services Department will implement the enforcement of the City of Lubbock's animal control ordinances and regulations upon the effective date of the annexation. It is anticipated that such services can be provided with current personnel and budget appropriation, but response times may increase.

xi. Street Services

a. *Existing Services*: City of Lubbock Public Works currently maintains any roads that are within the City of Lubbock City Limits adjacent to these plats.

b. *Services to be Provided*: Newly annexed areas adjacent to, or bordering, unpaved arterials will require a two-lane section of roadway to be built along with the development with interconnectivity to adjacent paved arterial streets. The pavement structure will require an appropriate pavement design meeting a minimum design standard for an arterial street. These roadways will be required to be built once any connection including streets or alleyways is made to the unpaved arterial road by the voluntary annexation area. The developer will receive offsets from impact fees as the adjacent unpaved arterial roadway is built.

xii. Storm Water Management Services

a. *Existing Services*: City maintains jurisdiction of playa lakes within the ETJ. TCEQ (Texas Commission on Environmental Quality) has jurisdiction of enforcement and compliance with stormwater related permits outside the City limits.

b. *Services to be Provided:* As land is developed, developers will provide plans for addressing the conveyance of storm water drainage. The Development Engineering staff will review the drainage plans for compliance with the current drainage regulations and policies. Any major improvements for conveyance will be inspected for compliance by the city staff at time of completion. Additionally, as land is developed and building permits are requested, Storm Water staff reviews each permit request for compliance with the Chapters 22 (City's Stormwater permit) and Chapter 30 (Lakes and Floodplains) of the City Code. After permit issuance, inspections of the construction sites are to ensure compliance with the City Code and state regulations. Depending on the type and intensity of development within the annexed area, the need for additional personnel and budget appropriations may be needed to provide adequate customer service (development and permit review and inspections). TCEQ Stormwater permit holders will be transitioned from TCEQ oversight to City of Lubbock oversight, i.e. inspection and compliance of these existing facilities will now be the responsibility of the Storm Water Staff.

xiii. Street Lighting

a. *Existing Services:* None

b. *Services to be Provided:* The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

xiv. Traffic Engineering Services

a. *Existing Services:* None

b. *Services to be Provided:* Upon annexation and in conjunction with the platting process, Traffic Engineering will identify and install required traffic signs to be installed at the developer's expense. Other regulatory traffic control devices will be provided after appropriate studies indicate the data meets the minimum requirements as set forth in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and as budget permits.

xv. Water and Sanitary Sewer Services

a. *Existing Services:* None

b. *Services to be Provided:* Water and sewer infrastructure is not currently adjacent to this area within the existing City Limits. Availability of water and sewer is at the request and expense of the Applicant, and shall be provided within current policies and ordinances of the City (note below for an explanation of pro-rata charges). Water and sewer for domestic and commercial use, when installed, will be available at approved City rates. Water for fire protection will be available through lines only after service lines are installed by the Applicant. Water lines must be installed by the Applicant within 4-1/2 years at no expense to the City. Construction of additional water mains outside of the annexation area may be required in order to meet pressure and flow requirements for the annexation area and will be at the expense of the Applicant. All applicable plan review and construction testing and inspection fees will apply to utility extensions done for this area.

Installation of municipal water and sewer infrastructure by the City shall commence only upon the occurrence of the following:

1. the passage of a resolution by the City Council of the City of Lubbock expressing an "Intent to Annex" the subject area pursuant to Texas Local Government Code, Section 43.0691 et seq.;
2. the affirmative vote of the property owners as provided in Texas Local Government Code, Section 43.0691 et seq, as applicable;
3. the creation of a Public Improvement District by the City of Lubbock encompassing the area proposed to be annexed, and the securing by said PID of funding from the proceeds of bond sales in an amount equal to or greater than the cost of installation and connection of infrastructure necessary to the annexation;
4. the levy of an assessment by the PID against all properties in the subject area of a tax in an amount sufficient, when collected, to service and repay the debt incurred by the PID in connection with the bond issuance; and
5. completion of all other obligations by the Applicant set forth herein.

City agrees, and Applicant understands and agrees, that City shall have no obligation to commence or complete installation of infrastructure necessary to annexation under this Service Agreement unless and until the conditions set forth above are completed to the sole satisfaction of the City. In the event all the conditions set forth above are not satisfied, no action on the part of the City shall have established a legal obligation to provide services to the subject area under Texas Local Government Code, Section 42.0699.

Sewer extensions may be made by the annexation requestee, but will not be required. Existing sanitary septic systems may continue to be used. The City will not install sanitary sewer infrastructure to service this area. If the area ever requires municipal sanitary sewer service, the required infrastructure will be installed at no expense to the City.

Pro-Rata Charges:

Chapter 22, City Code establishes the charges or the actual cost of construction due on all property to which water and/or sewer lines are extended. The charge is generally known as "pro-rata" and is due and payable before service is provided. The pro-rata charge represents a portion of the costs of providing water and/or sewer facilities to serve the property on which the pro-rata is paid. When a person desires water and/or sewer service to property that requires an extension of existing facilities to provide service adjacent to the property or when the service connection will be made to a line constructed after April 1, 1952, the person desiring service shall pay non-refundable charge called pro-rata. When an extension of water/sewer facilities exceeds the above costs, the person(s) desiring service shall pay the entire cost and later be refunded that amount above pro-rata when other persons tie onto service and pay their pro-rata. Article 22.05 specifies other items including:

- A. pro-rata on property already platted, and extension of services.
 - B. pro-rata and extensions to property being platted
 - C. sizes of lines and meter sizes
 - D. location for service connection
 - E. deposits, charges, refunds
 - F. cost of large mains may be partially paid by City, and other consideration, or
 - G. when the City Council can declare a health hazard and install mains at public expense.
- c. Both Water and Sewer will require a study in order to assure services to the voluntary annexation. The voluntary annexation area is outside of our current Water and Sewer Models and Master Plan for potential Capital Projects.
 - d. Water will be required to be looped appropriately to ensure appropriate fire flows as well as assuring no dead-end water mains are left within the system once developed. The water lines may be installed in phases, as long as all dead-end lines are looped within three (3) years of installation of a dead-end water main.
 - e. If the annexation area requires a lift station in order to receive sewer services, the lift station shall be sized as to minimize the number of lift stations which will be turned over to the City of Lubbock. The Lift Station will service the entirety of the voluntary annexed area if feasibly possible.

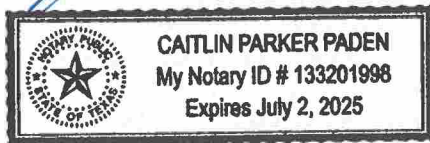
xvi. Solid Waste Services

- a. *Existing Services:* None
 - b. *Services to be Provided:* Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Since there is potential residential growth within this area of annexation, impact to services has been determined to be gradual. An additional operator, truck and dumpsters will be required at annexation. The landfill will be able to handle this request. The only impact would be that the City could anticipate landfilling additional solid waste tonnage and ultimately developing the next landfill cell sooner than currently projected. However, the developer may be asked to assist with infrastructure for residential waste collection, i.e. carts or dumpsters.
 - c. *Service Route:* Solid waste collection will be provided using dumpsters from the alleys.
- B. It is understood and agreed that the City is not required to provide a service that is not included in this agreement.
 - C. Owner understands and acknowledges that the City departments listed above may change name or be-reorganized by the City Manager. Any reference to a specific department also includes any subsequent department that will provide the same or similar services.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

TRAY PAYNE, MAYOR



HIGHLAND OAKS HOMEOWNERS ASSOCIATION
BOARD MEMBERS

Betsey Timmons

Betsey Timmons, President

SUBSCRIBED AND SWORN TO BEFORE ME on the
day of 9th day of June, 2024 to certify which
witness my hand and official seal.

[Seal] [Signature] Caitlin Paden

[Printed name] Caitlin Paden

Notary Public in and for the State of Texas

ATTEST:

Courtney Paz

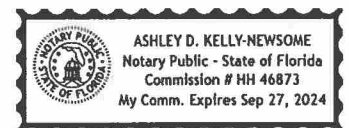
Courtney Paz, City Secretary

Robin Sefcik

Robin Sefcik, Vice President

State of Florida County of Seminole
Signed and sworn to or affirmed and subscribed before me by means of
online notarization on 06/09/2024 (date) by Robin
Sefcik (signer), who presented a Texas DL as
identification.

Ashley D. Kelly-Newsome
(Signature of Notary Public)
Ashley D. Kelly-Newsome
(Name of Notary Typed, Printed or Stamped)
My Commission Expires: 09/27/2024
(Seal)



APPROVED AS TO CONTENT:

Kristen Sager

Kristen Sager, Director of Planning

Tim Goebel

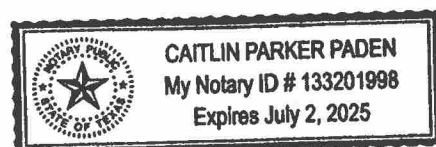
Tim Goebel, Secretary

SUBSCRIBED AND SWORN TO BEFORE ME on the
day of 9th day of June, 2024 to certify which
witness my hand and official seal.

[Seal] [Signature] Caitlin Paden

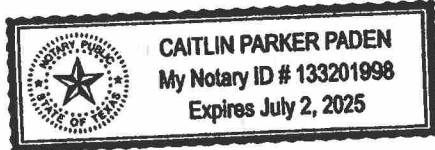
[Printed name] Caitlin Paden

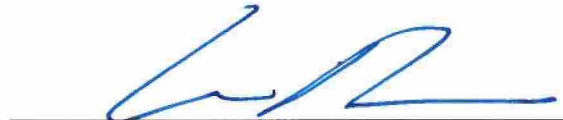
Notary Public in and for the State of Texas



APPROVED AS TO FORM:


Mitch Satterwhite, First Assistant City
Attorney




Colby Norris, Treasurer

SUBSCRIBED AND SWORN TO BEFORE ME on the
day of 9th day of June, 2024 to certify which
witness my hand and official seal.

[Seal] [Signature] Caitlin Paden

[Printed name] Caitlin Paden

Notary Public in and for the State of Texas



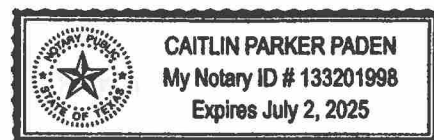
Michelle Newman, Board Member

SUBSCRIBED AND SWORN TO BEFORE ME on the
day of 9th day of June, 2024 to certify which
witness my hand and official seal.

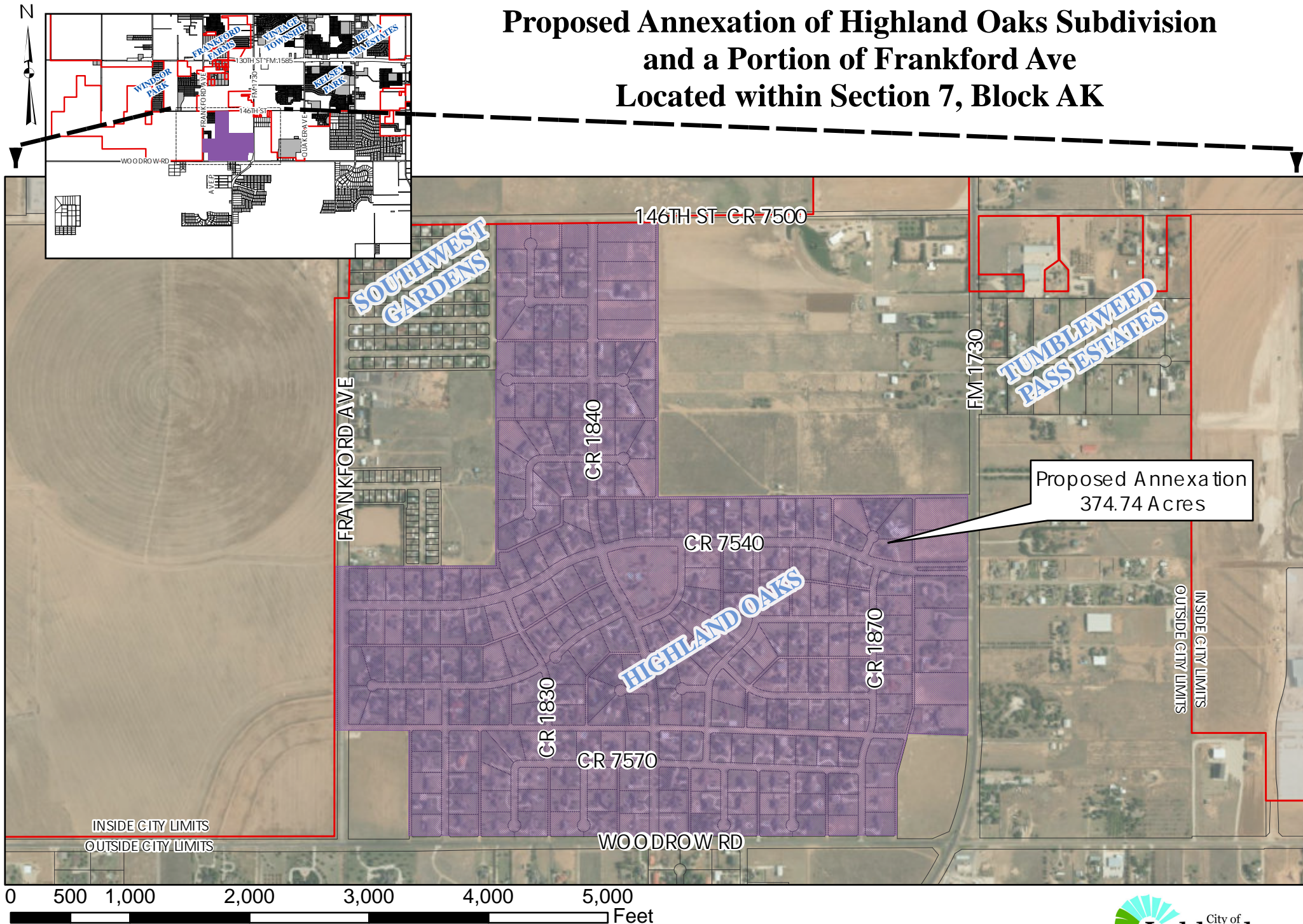
[Seal] [Signature] Caitlin Paden

[Printed name] Caitlin Paden

Notary Public in and for the State of Texas



Proposed Annexation of Highland Oaks Subdivision and a Portion of Frankford Ave Located within Section 7, Block AK



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

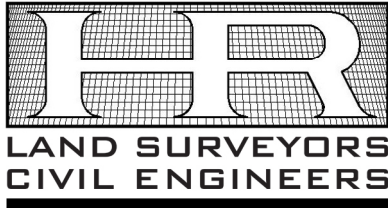


EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of a 374.74-acre tract located in Sections 7 and 10, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the most Easterly Southeast corner of Lot 7, Highland Oaks, a subdivision located in Section 7, Block AK, Lubbock County, Texas, according to the instrument recorded in Volume 6743, Page 85, Official Real Property Records of Lubbock County, Texas, and the most Easterly Southeast corner of this tract, said point also being in the West right-of-way line of Slide Road (F.M. Road 1730), as dedicated by said Highland Oaks, which bears N. 01°43'10" E. a distance of 922.63 feet and N. 88°16'50" W. a distance of 55.00 feet from the Southeast corner of said Section 7, Block AK, Lubbock County, Texas;

THENCE N. 88°16'50" W., along the West right-of-way line of said Slide Road (F.M. Road 1730) and the Eastern boundary of said Lot 7, a distance of 5.00 feet to a point of intersection;

THENCE Southwesterly, along said West right-of-way line and the Eastern boundary of said Lot 7, along a curve to the right, said curve having a radius of 2231.83 feet, a central angle of 00°28'41", a chord bearing of S. 01°57'31" W., a chord distance of 18.62 feet to a point for the most Southerly Southeast corner of said Lot 7, said point also being in the Southern boundary of the plat limits of said Highland Oaks;

THENCE N. 86°15'43" W., continuing along the Southern boundary of said Lot 7 and along a Southern boundary of said plat limits, a distance of 498.91 feet to a point for the Southwest corner of said Lot 7;

THENCE S. 16°53'17" W., along an Eastern boundary of said plat limits, at 51.35 feet pass the Northeast corner of the plat limits of Lots 193-255, Highland Oaks, a subdivision located in Section 7, Block AK, Lubbock County, Texas, continuing along the Eastern boundary of said plat limits a total distance of 355.37 feet to a point;

THENCE S. 01°53'17" W., continuing along the Eastern boundary of said plat limits, a distance of 508.26 feet to a point 70 feet North of the South line of said Section 7 for the most Southerly Southeast corner of this tract;

THENCE N. 88°15'04" W., along a line 70 feet North of and parallel to the South line of said Section 7, crossing various lots and street and alley rights-of-way dedicated by said Highland Oaks, a distance of 4086.01 feet to a point in the Western boundary of said plat limits, for the most Southerly Southwest corner of this tract;

THENCE N. 01°53'17" E. a distance of 879.99 feet to a point for the Northwest corner of said plat limits, said point also being in the Southern boundary of the plat limits of Lots 81-138, Highland Oaks, a subdivision in Section 7, Block AK, Lubbock County, Texas, according to the instrument recorded in Volume 7699, Page 311, Official Public Records of Lubbock County, Texas (OPRLCT);

THENCE N. 88°00'43" W., along the Southern boundary of said plat limits, at 564.12 feet pass the West line of said Section 7, the East line of said Section 10 and the Southwest corner of said plat limits, continuing for a total distance of 614.12 feet to a point in the West right-of-way line of County Road 1800, as granted by easement recorded in Volume 1277, Page 683, Deed Records of Lubbock County, Texas, for the most Westerly Southwest corner of this tract;

THENCE N. 01°52'42" E., along a line 50 feet West of and parallel to the West line of said Section 7 and the East line of said Section 10, and along the West right-of-way line of said County Road 1800, a distance of 1372.57 feet to a point for the most Westerly Northwest corner of this tract;

THENCE S. 88°20'51" E., at 50.00 feet pass the West line of said Section 7, the East line of said Section 10, and the Northwest corner of the plat limits of said Lots 81-138, Highland Oaks, continuing along the Northern boundary of said plat limits for a total distance of 1338.39 feet to a point;

THENCE N. 01°52'42" E., at 135.94 feet pass an "ell" corner of said plat limits of Lots 81-138, Highland Oaks, and the Southwest corner of Lots 139-192, Highland Oaks, an addition located in Section 7, Block AK, Lubbock County, Texas, according to the instrument recorded in Volume 10199, Page 204, OPRLCT, continuing along the Western boundary of said plat limits, for a total distance of 1641.93 feet to a point;

THENCE S. 88°07'18" E. a distance of 10.00 feet to a point;

THENCE N. 01°52'42" E., along a line 10 feet East of and parallel to the Western boundary of the plat limits of said Lots 139-192, Highland Oaks, crossing various lots and alley rights-of-way dedicated by said Highland Oaks, a distance of 1222.68 feet to a point in the present city limits as established by City of Lubbock Ordinance Number 2016-O0054 and the South right-of-way line of 146th Street, dedicated by said Highland Oaks, for the most Northerly Northwest corner of Lot 168, said Highland Oaks, and the most Northerly Northwest corner of this tract;

THENCE S. 88°46'30" E., along said present city limits and the South right-of-way line of said 146th Street, a distance of 1346.16 feet to a point in the Eastern boundary of the plat limits of said Lots 139-192, Highland Oaks, for the most Northerly Northeast corner of this tract;

THENCE S. 01°47'37" W., along the Eastern boundary of said plat limits, a distance of 2300.78 feet to a point for the Southeast corner of said plat limits, said point also being in the Northern boundary of the plat limits of Lots 1-80 and Tracts A & B, said Highland Oaks, for an "ell" corner of this tract;

THENCE S. 88°36'30" E., along the Northern boundary of said plat limits, a distance of 2592.46 feet to a point in the West right-of-way line of said Slide Road (F.M. Road 1730), for the most Easterly Northeast corner of this tract;

THENCE S. 01°43'10" W., along the West right-of-way line of said Slide Road (F.M. Road 1730), a distance of 1997.04 feet to the Point of Beginning.

Contains: 374.74 acres

Bearings relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0).

Prepared: June 4, 2024



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



This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Information

Agenda Item

Resolution and Order - City Secretary: Consider a resolution and order for a special city election to be held on November 5, 2024, in accordance with Texas Local Government Code Section 43.0696, regarding the annexation of approximately 374.74 acres of real property commonly known as the Highland Oaks Subdivision, located within an area located south of 146th Street (F.M. 7500), east of Frankford Avenue, north of Woodrow Road (F.M. 7600), and west of Slide Road (F.M. Road 1730).

Item Summary

Pursuant to Texas Local Government Code Chapter 43, subchapter C-5, the Highland Oaks Homeowner's Association has requested annexation into the City of Lubbock.

City Council adopted Resolution No. 2024-R0291, pursuant to Texas Local Government Code Section 43.0692, on June 11, 2024, expressing the City of Lubbock's intent to annex real property generally described as 374.74 acres located south of 146th Street and east of Frankford Avenue. This area is more commonly known as the Highland Oaks Subdivision.

On June 17, 2024, pursuant to Section 43.0693 of the Texas Local Government Code, the City of Lubbock mailed each property owner within the area proposed to be annexed a notification that included the following: a notice of public hearings, notice that an election would be held, and a description, list, and schedule of services to be provided by the City of Lubbock in the area after annexation.

Public hearings were held pursuant to Texas Local Government Code Section 43.0694 (a) on July 9, 2024, and July 23, 2024, regarding the City of Lubbock's intent to annex the real property previously described.

Pursuant to Texas Local Government Code Section 43.0696, the City of Lubbock shall order an election on the question of annexing the area to be held on the first uniform election date, which is November 5, 2024.

Fiscal Impact

Texas Local Government Code Section 43.0696(b) states that the municipality shall pay for the costs of holding the election.

Election Related Fiscal Impact: \$160,000 - \$200,000 (This is a range estimate. The cost will depend on how many government entities, and the size of other local governments who will participate in a joint election with us.)

\$350,000 has been requested to be appropriated in the FY 2024-25 Operating Budget (pending approval by the City Council) for any special elections during the upcoming fiscal year.

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

Resolution - Highland Oaks Annexation Election Order

Exhibit A - Map

Ex. B - Election Day Voting Location

Ex. C - Early Voting Locations

Ex. D - Election Order and Notice

RESOLUTION AND ORDER
FOR
SPECIAL CITY ELECTION

WHEREAS, in accordance with Texas Local Government Code Chapter 43, subchapter C-5, representatives of more than fifty percent of the owners (the “Highland Oaks Homeowner’s Association”) of an area of developed real property with a population of more than 200 located outside the corporate limits of the City and commonly known as the Highland Oaks Subdivision (the “Area”), in order to address widespread and persistent water shortages, have requested annexation into the City of Lubbock (the “City”). A map of the Area is included in **Exhibit A**, which is attached and incorporated as a part of this resolution; and

WHEREAS, the City does not currently have any existing legal obligation to provide any governmental services to the Area, including no legal obligation to provide any water services to the Area; and

WHEREAS, on June 11, 2024, the City Council of the City of Lubbock (the “City Council”) adopted Resolution No. 2024-R0291, stating the City’s intent to annex the Area, describing in detail the area to be annexed and describing the municipal services that will be provided and when such services will be provided in conformance with Section 43.0692 of the Texas Local Government Code; and

WHEREAS, the Highland Oaks Homeowner’s Association, in anticipation of the Area being annexed, has also proposed that the City, after said annexation is finalized, create a Public Improvement District with identical boundaries of the Area, for the purposes of levying an assessment on all properties located therein, in amounts sufficient to service and retire all bonded indebtedness incurred in such district to finance the construction of infrastructure necessary for the City to provide water service to the Area; and

WHEREAS, on June 17, 2024, the City of Lubbock sent notification to each property owner within the Area in conformance with Texas Local Government Code Section 43.0693; and

WHEREAS, the City held public hearings on July 9, 2024, and July 23, 2024, regarding the City’s intent to annex the Area in conformance with Texas Local Government Code Section 43.0694(a); and

WHEREAS, in accordance with Texas Local Government Code Section 43.0696, the question of annexing the Area will be placed before the voters of the Area in a special election at the next available uniform election date, which is November 5, 2024; NOW THEREFORE:

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

SECTION 1. THAT Special City Election is ordered be held on **November 5, 2024** for the Area under the applicable provisions of the Texas Election Code, the Lubbock City Charter and City ordinances. Only the voters registered in the Area described in the ballot language may vote on the issue of annexation of the Area. The ballot for voters in the Area will contain the proposition labeled “Proposition A”, regarding the annexation of the Area into the City.

SECTION 2. THAT the ballot for said Special City Election shall have the following proposition:

PROPOSITION A

SHALL THE CITY OF LUBBOCK (THE CITY) ANNEX APPROXIMATELY 374.74 ACRES COMMONLY KNOWN AS THE HIGHLAND OAKS SUBDIVISION AND LOCATED WITHIN AN AREA LOCATED SOUTH OF 146TH STREET (F.M. 7500), EAST OF FRANKFORD AVENUE, NORTH OF WOODROW ROAD (F.M. 7600), AND WEST OF SLIDE ROAD (F.M. ROAD 1730), (THE AREA), THEREBY TO INCLUDE THE AREA INSIDE THE FULL PURPOSE CITY LIMITS OF THE CITY, RESULTING IN THE CITY PROVIDING MUNICIPAL SERVICES IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 43.0692; THE AREA SHALL BE SUBJECT TO THE JURISDICTION, LAWS, AND REGULATIONS OF THE CITY; AND THE CITY SHALL IMPOSE A PROPERTY TAX EACH YEAR ON ALL PROPERTY IN THE AREA AT THE SAME RATE THAT IS IMPOSED ON OTHER PROPERTY IN THE CITY.

FOR: _____

AGAINST: _____

SECTION 3. THAT said City special election shall be held at the places in the Area hereinafter designated as voting precincts and in the voting places designated in **Exhibit B** hereto, as may be amended by the Election Order signed by the Mayor. Voting places shall be open from 7:00 a.m. to 7:00 p.m., and all electors within the Area shall vote a ballot appropriate for the precinct of their residence at any Countywide Polling Place (Vote Center) shown on **Exhibit B**, as provided for in Section 43.007 of the Texas Election Code.

SECTION 4. THAT an accessible electronic voting system shall be used for this election, including early voting. At least one accessible voting device approved and certified by the Texas Secretary of State shall be provided in each polling place and in every polling location used to conduct said City special election. Said approved and certified accessible electronic voting system shall be supplied for said City special election by Lubbock County, acting by and

through its Elections Administrator. The sealed ballot box procedure established by Subchapter C, Chapter 127, Texas Election Code, shall be used for this election.

SECTION 5. THAT the persons named in **Exhibit B**, as may be amended by the Election Order signed by the Mayor, hereto are hereby appointed Judges and Alternate Judges to conduct said Special City Election on **November 5, 2024**. In the event any named person is unable to serve for any reason, the City Secretary of the City of Lubbock is hereby authorized and directed to make such substitutions as may be required and to amend **Exhibit B** hereto as required. Each Presiding Judge so named is authorized to appoint the number of clerks authorized by the City Secretary of the City of Lubbock, which number shall not be less than two (2) clerks or more than six (6) clerks. The Alternate Judges shall serve as Presiding Judges in the event that the regularly appointed Presiding Judge is unable to serve. The Alternate Judges shall be appointed by the Presiding Judge to serve as one of the clerks in the event that the regularly appointed Presiding Judge conducts the election.

SECTION 6. THAT early voting by personal appearance shall commence on **October 21, 2024**, and end on **November 1, 2024**. Said early voting shall be conducted at the locations, days and hours indicated on **Exhibit C**, as may be amended by the Election Order signed by the Mayor, hereto; and Early Voting Clerk shall be:

Roxzine Stinson
Office of Elections
1308 Crickets Avenue
Lubbock, TX 79408
Telephone 806-775-1338

SECTION 7. THAT the Mayor, assisted by the City Secretary, is hereby authorized and directed to give notice of this Special City election as required by law in the notice and order of election (the "Election Notice and Order") (*see* **Exhibit D** attached hereto).

SECTION 8. THAT the City Secretary of the City of Lubbock is hereby ordered to cause publication of this Resolution ordering the Special City election in a newspaper of general circulation at least once no earlier than the 30th day nor later than the 10th day before election day. In addition, a copy of this Resolution shall be posted not later than the 21st day before election day on the bulletin board used for posting notices of meetings of the governing body and a notice of consolidation shall be posted prior to the day of the election at any polling places not consolidated at the last previous election, which notice shall indicate the precinct of consolidation and the location of the new polling place.

SECTION 9. THAT the City Secretary shall serve a duly certified copy of this Resolution and the Election Notice upon each of the Presiding Judges named in **Exhibit B**, as may be amended by the Election Order signed by the Mayor, not later than the 7th day after the signing of this

Resolution or the 15th day before Election Day, whichever is later. In addition, the City Secretary shall deliver a certified copy of this Resolution and the Election Notice on the County Clerk not later than the 60th day before election day.

SECTION 10. THAT the Mayor is hereby authorized to sign the Election Notice and Order, which is hereby incorporated and attached herein for all purposes, as **Exhibit D**. Further, in the event any voting places designated in **Exhibit B** are required to be changed or any named person in **Exhibit B** is unable to serve for any reason, the Mayor is hereby authorized and directed to make such substitutions as may be required and to amend **Exhibit B** by amending the Election Order hereto to indicate such change. In addition, if the early voting locations and times indicated on **Exhibit C** are required to be changed, the Mayor is hereby authorized and directed to make such substitutions as may be required and to amend **Exhibit C** by amending the Election Order hereto to indicate such change.

SECTION 11. THAT this Resolution shall become effective upon passage by the City Council of the City of Lubbock.

Passed by the City Council on _____, 2024.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



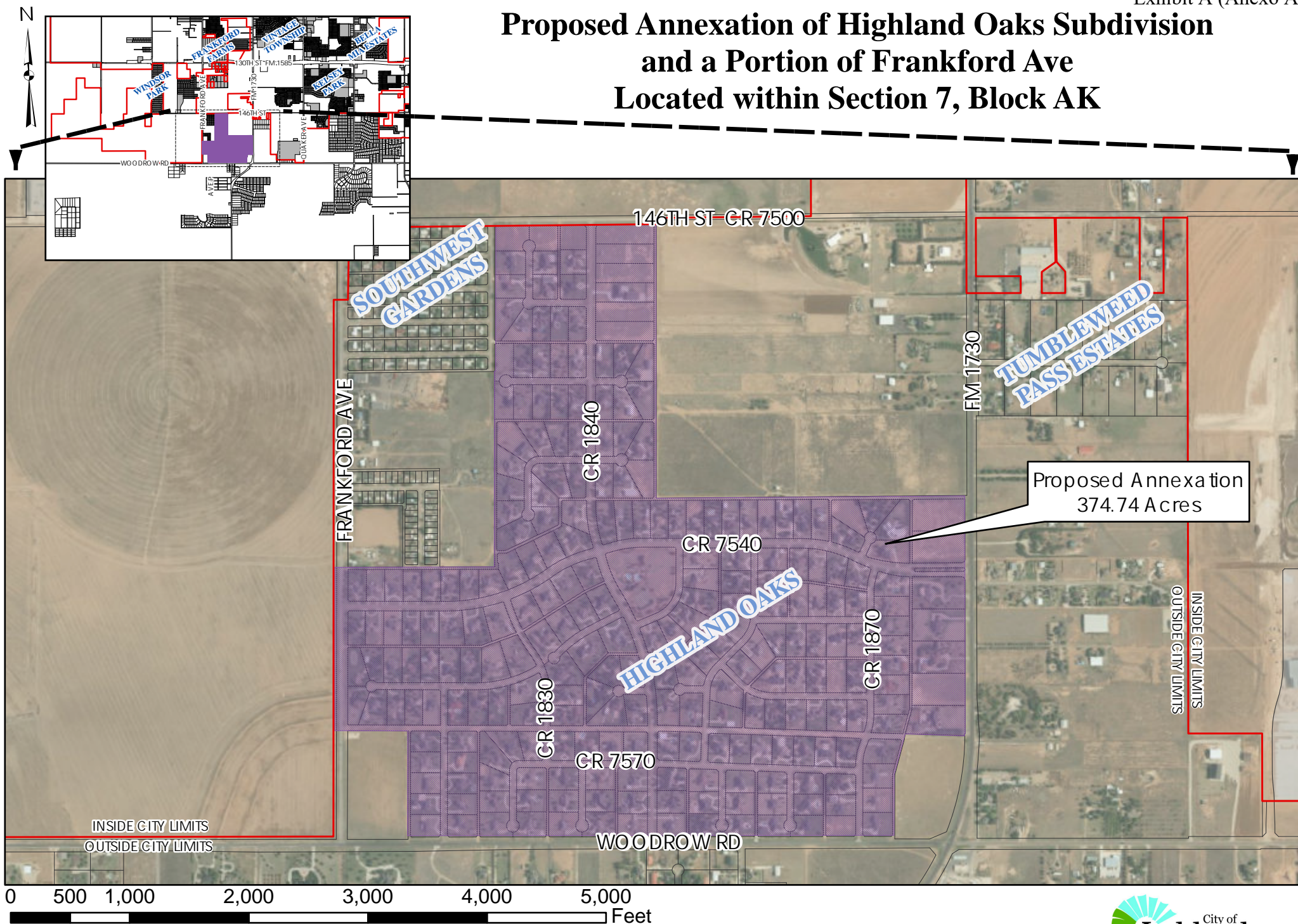
Courtney Paz, City Secretary

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

Proposed Annexation of Highland Oaks Subdivision and a Portion of Frankford Ave Located within Section 7, Block AK



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

November 5, 2024 Lubbock County General and Special Elections

(Elecciones generales y especiales del condado de Lubbock 5 de noviembre de 2024)

Vote Center Locations

(Lugares de Centros de Votación)

Tuesday, November 5, 2024

(martes, 5 de noviembre de 2024)

7:00 A.M. – 7:00 P.M.

***American Sign Language Interpreters available

****Intérpretes de Lenguaje de Señas disponibles*

***The list of Election Day voting locations is still being finalized.**

Election Day

Judges & Alternate Judges

November 5, 2024 Lubbock County General and Special Elections 7:00 a.m. to 7:00 p.m.

This list is To Be Determined.

November 5, 2024 Lubbock County General and Special Elections
(Elecciones generales y especiales del condado de Lubbock 5 de noviembre de 2024)

NOTICE OF EARLY VOTING

AVISO DE VOTACIÓN ANTICIPADA

Early Voting by personal appearance for the November 5, 2024

Lubbock County General and Special Elections

ALL EARLY POLLING LOCATIONS ON THE DATES, TIMES, AND LOCATIONS LISTED BELOW:

*Votación Adelantada para las Elecciones generales y especiales del condado de Lubbock 5 de noviembre de 2024,
2024 serán conducidas en LAS FECHAS, HORARIOS Y SITIOS LISTADOS ABAJO:*

EARLY VOTING DATES: Monday, October 21 – Friday, November 1, 2024

(Fechas de Votación Adelantada: Lunes, 21 de octubre– viernes, 1 de noviembre del 2024)

Main Early Voting Polling Place

Lugar principal de la votación anticipada

Lubbock County Elections Office

Oficina de Elecciones del Condado de Lubbock

1308 Crickets Ave, Lubbock, TX 79401

1308 avenida Crickets

Room: Public Room

Sala: *salón público*

Dates: Mon, October 21 – Fri, November 1

Fechas: lunes, 21 de octubre - viernes, 1 de noviembre

Times: 8:00 AM - 8:00 PM
horas:

Early Voting Branch Polling Places

Votacion Anticipada en los Sitios de Votacion Auxiliares

***The list of branch early voting polling places is still being finalized.**

**ORDER AND NOTICE OF SPECIAL ELECTION
CITY OF LUBBOCK**

An election is hereby ordered to be held on November 5, 2024, and notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on November 5, 2024, for voting in a special election for the purposes of voting on a proposition regarding the annexation of approximately 374.74 acres located south of 146th Street (F.M. 7500), east of Frankford Avenue, north of Woodrow Road (F.M. 7600), and west of Slide Road (F.M. Road 1730), in accordance with Texas Local Government Code Section 43.0696.

Proposition Language:

SHALL THE CITY OF LUBBOCK (THE CITY) ANNEX APPROXIMATELY 374.74 ACRES COMMONLY KNOWN AS THE HIGHLAND OAKS SUBDIVISION AND LOCATED WITHIN AN AREA LOCATED SOUTH OF 146TH STREET (F.M. 7500), EAST OF FRANKFORD AVENUE, NORTH OF WOODROW ROAD (F.M. 7600), AND WEST OF SLIDE ROAD (F.M. ROAD 1730), (THE AREA), THEREBY TO INCLUDE THE AREA INSIDE THE FULL PURPOSE CITY LIMITS OF THE CITY, RESULTING IN THE CITY PROVIDING MUNICIPAL SERVICES IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 43.0692; THE AREA SHALL BE SUBJECT TO THE JURISDICTION, LAWS, AND REGULATIONS OF THE CITY; AND THE CITY SHALL IMPOSE A PROPERTY TAX EACH YEAR ON ALL PROPERTY IN THE AREA AT THE SAME RATE THAT IS IMPOSED ON OTHER PROPERTY IN THE CITY.

FOR _____

AGAINST _____

Voting by personal appearance will be conducted on Election Day at:

See **Exhibit B**

Early voting by personal appearance will be conducted at:

See **Exhibit C**

Applications for ballot by mail shall be mailed to:

Early Voting Clerk
Roxzine Stinson
Office of Elections
1308 Crickets Avenue
Lubbock, TX 79408
Telephone 806-775-1338

Issued this the 23rd day of July, 2024.

MARK W. MCBRAYER, MAYOR

ATTEST:

APPROVED AS TO FORM:

Courtney Paz, City Secretary



Amy L. Sims, Deputy City Attorney